



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, May 19, 2021

2:00 PM

Council Chambers, Room 300

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#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MR. SMITHERMAN

1. [202101474](#) **RESOLUTION**, submitted by Vice Mayor Smitherman from Andrew Garth, City Solicitor, **RECOGNIZING** and honoring Roy Edward Winston, II, for his thirty-three years of service to the City of Cincinnati and its Fire Department, culminating in his skillful leadership and retirement as Chief of the Fire Department.

**Recommendation** PASS

**Sponsors:** Smitherman

#### MS. KEATING

2. [202101951](#) **MOTION**, submitted by Councilmember Keating, **WE MOVE** that the Administration apply for a \$6,000,000 Surface Transportation Block Grant or Congestion Mitigation / Air Quality Grant from OKI Regional Council of Governments for the Ohio River Trail from Lunken Airport to Theodore M. Berry International Friendship Park along the Oasis rail line, due June 4, 2021. (STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Keating

#### CITY MANAGER

3. [202101709](#) **REPORT**, dated 5/19/2021, submitted by Paula Boggs Muething, City Manager, regarding Livingston Street Residential Parking Permit Area. (SEE REFERENCE DOC #202100950)

**Recommendation** NEIGHBORHOODS COMMITTEE

**Sponsors:** City Manager

4. [202101735](#) **REPORT**, dated 5/19/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for CELTIC FESTIVAL.

**Recommendation** FILE

**Sponsors:** City Manager

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5. [202101736](#) **REPORT**, dated 5/19/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for OHIO RIVER PADDLEFEST 2021.  
**Recommendation** FILE  
**Sponsors:** City Manager
6. [202101737](#) **REPORT**, dated 5/19/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for THE WELLNESS EXPERIENCE.  
**Recommendation** FILE  
**Sponsors:** City Manager
7. [202101738](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA FRENCH HOUSE, 3012 Section Road, Cincinnati, Ohio 45237. (#14934020001, F8, TEMPORARY) [Objections: NONE]  
**Recommendation** FILE  
**Sponsors:** City Manager
8. [202101739](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA FRIENDSHIP PAVILION, 1135 Riverside Drive, Cincinnati, Ohio 45202. (#1493409, F8, TEMPORARY) [Objections: NONE]  
**Recommendation** FILE  
**Sponsors:** City Manager
9. [202101740](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA SAWYER POINT SMALE, 400 W. Mehring to Pete Rose Way to 909 Riverside Drive, Cincinnati, Ohio 45202. (#1514086, F8, TEMPORARY) [Objections: NONE]  
**Recommendation** FILE  
**Sponsors:** City Manager
10. [202101741](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA MT. ECHO PARK PAVILION, 381 Elberon Avenue, Cincinnati, Ohio 45205. (#14934010001, F8, TEMPORARY) [Objections: NONE]  
**Recommendation** FILE  
**Sponsors:** City Manager
11. [202101742](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA AULT

PARK PAVILION, 5090 Observatory Avenue, Cincinnati, Ohio 45208.  
(#14934030001, F8, TEMPORARY) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

12. [202101743](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA ALMS PAVILION, 710 Tusculum Avenue, Cincinnati, Ohio 45226. (#14934040002, F8, TEMPORARY) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

13. [202101744](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA GIBSON HOUSE, 425 Oak Street, Cincinnati, Ohio 45219. (#14934080001, F8, TEMPORARY) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

14. [202101745](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI PARK BOARD, DBA OAK RIDGE LODGE, 5083 Colerain Avenue, Cincinnati, Ohio 45239. (#14934000001, F8, TEMPORARY) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

15. [202101746](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for 2753 BEEKMAN ST LLC, 2753 Beekman Street, Cincinnati, Ohio 45225. (#9115660, D1, D2, D3, D3A, D6, TRANSFER) [Objections: YES]

**Recommendation** FILE

**Sponsors:** City Manager

16. [202101747](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for GOOD WINE LLC, DBA IRIS READ, 733 E. Millan, Cincinnati, Ohio 45206. (#3275592, C2, NEW) [Objections: YES]

**Recommendation** FILE

**Sponsors:** City Manager

17. [202101764](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for STONEHENGE F & B LLC, 106 W. 7th Street, Cincinnati, Ohio 45202. (#86086130015, D5A, NEW) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

18. [202101767](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CORPORATION FOR FINDLAY MARKET, 1801 Race Street - Brzwy - Farmers Market Shed N. Parking Lot - 135 - 100 Elder Street Btwn Race & Elm Streets. (#17512670005, F8, TEMPORARY) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

19. [202101770](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for DOWNTOWN CINCINNATI LLC, E. Court Street Btwn Vine & Walnut Street, Cincinnati, Ohio 45202. (#2292156, F8, TEMPORARY) [Objections:NONE]

**Recommendation** FILE

**Sponsors:** City Manager

20. [202101771](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CHIN & CHIN CO, 700 Elm Street, Cincinnati, Ohio 45202. (#1430809, D1, D2, D3, D3A, D6, TRANSFER) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

21. [202101772](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for AFTERMATH OTR LLC, 1127 Walnut Street, Cincinnati, Ohio 45202. (#0073230, D5J, NEW) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

22. [202101773](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for ALL AMERICAN BURGER BAR LLC, DBA AMERICANO, 545 Race Street & Patio, Cincinnati, Ohio 45202. (#0122067, D5J, D6, TRANSFER) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

23. [202101775](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for BIG BULL BURGER BAR LLC, 3672 Erie Avenue & Patio, Cincinnati, Ohio 45208. (#0717826, D5, D6, TRANSFER) [Objections: NONE]

**Recommendation** FILE

**Sponsors:** City Manager

24. [202101776](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for LIBERTY MODERN LLC, 1432 Main Street, Cincinnati, Ohio 45202. (#51859900005, D5, NEW) [Objections: NONE]  
**Recommendation** FILE  
**Sponsors:** City Manager
25. [202101778](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for PICKLED PIG LLC, DBA PICKLED PIG, 645 E. McMillian Street & Patio, Cincinnati, Ohio 45206. (#6903673, D2, NEW) [Objections: YES]  
**Recommendation** FILE  
**Sponsors:** City Manager
26. [202101782](#) **REPORT**, dated 5/19/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for FIRST WATCH RESTAURANT INC, DBA FIRST WATCH 24, 104 E. 7th Street, Cincinnati, Ohio 45202. (#27401200100, D5, D6, TRANSFER) [Objections: NONE]  
**Recommendation** FILE  
**Sponsors:** City Manager
27. [202101856](#) **REPORT**, dated 5/19/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for PIG WORKS FCC3.  
**Recommendation** FILE  
**Sponsors:** City Manager
28. [202101880](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **ESTABLISHING** the classification and salary range schedule for the new employment classification of Emergency Communications Instructor; and **ENACTING** Section 883 of Division 4, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.  
**Recommendation** MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE  
**Sponsors:** City Manager
29. [202101885](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **AUTHORIZING** a payment of \$10,000 from the Other City Obligations contractual services operating budget account no. 050x959x1000x7289 to Living Arrangements for the Developmentally Disabled, Inc. as a moral obligation of the City for payment of charges owed for the City's sponsorship of the Over-The-Rhine International Film Festival in 2018 and 2019.  
**Recommendation** BUDGET AND FINANCE COMMITTEE  
**Sponsors:** City Manager
30. [202101886](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on

5/19/2021, **AUTHORIZING** the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, contract services, and pickle ball equipment valued at approximately \$2,893.63, to benefit and improve various City parks.

**Recommendation**

BUDGET AND FINANCE COMMITTEE

**Sponsors:**

City Manager

31. [202101887](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$175,000 from the United States Conference of Mayors and the Target Corporation, FY21 Police Reform and Racial Justice Grant Program, for the purpose of assisting with expansion of existing Mobile Crisis Response Services for the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the grant funds into revenue account no. 050x8579.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:**

City Manager

32. [202101888](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **ESTABLISHING** new capital improvement program project account no. 980x199x211917, "ODNR LeBlond Walking Trail Grant," for the purpose of providing grant resources for the engineering, design, and construction of a 0.25 mile long trail connecting the LeBlond Playground to the St. Rose Soccer Field; and **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$120,000 from the NatureWorks grant program awarded by the State of Ohio, Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x199x211917, "ODNR LeBlond Walking Trail Grant," for the purpose of assisting the Cincinnati Recreation Commission with the construction of a walking trail at the LeBlond Recreation Center.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:**

City Manager

33. [202101889](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **AUTHORIZING** the payment of \$34,837 from the Audit and Examiner's Fees non-departmental, non-personnel operating budget account no. 050x941x0000x7289 as a moral obligation to Clark Schaefer Hackett for consulting and preparation assistance with the Comprehensive Annual Financial Report for the City of Cincinnati.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:**

City Manager

34. [202101890](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **AUTHORIZING** the payment of \$11,287.12 from the Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x264x7110x7289 as a moral obligation to the Applied Policy Research Institute at Wright State University for the 2020 Community Health Assessment update.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

35. [202101893](#) **RESOLUTION (LEGISLATIVE)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **DECLARING** the need for emergency repairs that have been made to sidewalks, sidewalk areas, curbs, or gutters at a variety of locations in the City and the need for levying assessments for the cost of such repairs on the abutting properties in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

36. [202101901](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/19/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Pendleton Housing Partners, L.P., thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 210 E. 13th Street, 402-404 E. 13th Street, 409-415 E. 13th Street (415 E. 13th Street a/k/a 1207 Spring Street), 421 E. 13th Street, 430 E. 12th Street, 511-513 E. 12th Street, 557-563 E. 13th Street (a/k/a 610-612 Reading Road), 1210 Spring Street, 1320 Pendleton Street, 1336-1338 Broadway Street, 1347 Broadway Street, 500-502 E. 12th Street, and 500 E. 13th Street, in the Pendleton neighborhood of Cincinnati, in connection with the remodeling of existing buildings into approximately 81,048 square feet of residential space consisting of 78 residential units, at a total construction cost of approximately \$10,000,000.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

## CLERK OF COUNCIL

37. [202101919](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Elizabeth Keating/Councilmember (ETHICS).

**Recommendation** FILE

**Sponsors:** Clerk of Council

38. [202101924](#) **COMMUNICATION**, submitted by the Clerk of Council from Cate Douglas, Stakeholder Services Specialist, 3CDC, 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202, regarding property owner petitions for The Downtown Cincinnati Improvement District Services Plan + Budget for 2022-2025. (DOCUMENT ON FILE IN THE CLERK'S OFFICE).

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Clerk of Council

39. [202101990](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Greg Landsman/Councilmember (ETHICS).

**Recommendation** FILE

**Sponsors:** Clerk of Council

## BUDGET AND FINANCE COMMITTEE

40. [202100934](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 3/10/2021, **AMENDING** Sections 7, 8, and 11 of Article II, "City Manager," of the Administrative Code of the City of Cincinnati to identify the necessary areas of responsibilities for Assistant City Managers and assistants to the City Manager to facilitate the operation of the Office of the City Manager.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
41. [202101653](#) **MOTION**, submitted by Vice Mayor Smitherman, **WE MOVE** that the Cincinnati Recreation Centers (CRC) get \$100,000 for three of their recreation centers that offer spin classes to purchase 15 new spin bicycles. The Cincinnati Recreation Commission is committed to helping all residents maintain a healthy lifestyle. CRC is designed to provide fitness opportunities to all ages. Spin class is one such activity offered at Hirsch Recreation Center (Avondale), College Hill Recreation Center, and at the Mt. Washington Recreation Center. **WE FURTHER MOVE** that the Red Bike program be expanded by \$500,000 to include Bond Hill, Roselawn, Evanston, and Avondale for fitness, transportation, and healthy living. (STATEMENT ATTACHED).
- Recommendation** ADOPT
- Sponsors:** Smitherman
42. [202101659](#) **MOTION**, submitted by Councilmember Keating, Our police officers experience countless traumas in their line of work. While the Cincinnati Police Department (CPD) is working to develop a better and more comprehensive Officer Wellness Program, they are lacking the funding. **WE MOVE** that the Administration applies for The Fiscal Year 2021 Law Enforcement Mental Health and Wellness ACT (LEMHWA) Program Grant. (STATEMENT ATTACHED)
- Recommendation** ADOPT
- Sponsors:** Keating
43. [202101660](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/12/2021, **AUTHORIZING** the City Manager to accept a donation from the Southwest Ohio Regional Transit Authority of two decommissioned buses to the Cincinnati Police Department valued at a total of \$6000.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
44. [202101661](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/12/2021, **AUTHORIZING** a payment of \$19,556.14 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x1000x7289 as a moral obligation to Industrial/Organizational Solutions ("I/OS") for payment of outstanding charges for legally- and contractually-required testing services for Police and Fire promotional exams for sworn personnel provided by I/OS prior to the execution of a professional services contract.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
45. [202101664](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City

Manager, on 5/12/2021, **ESTABLISHING** new capital improvement program project account no. 980x164x211649, "Avondale Town Center Improvements," for the purpose of providing resources to facilitate tenant improvements at Avondale Town Center, including the Avondale grocery store and the Urban League Social Justice Center; and **AUTHORIZING** the transfer and return to source of the sum of \$500,619.20 from capital improvement program project account no. 980x164x181650, "Avondale Infrastructure & Streetscape Improvements," to the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757; and **AUTHORIZING** the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x164x211649, "Avondale Town Center Improvements," for tenant improvements at Avondale Town Center, including improvements for the Avondale grocery store and the Urban League Social Justice Center; and **DECLARING** expenditures from capital improvement program project account no. 980x164x211649, "Avondale Town Center Improvements," to be for a public purpose because the project will facilitate development of the Avondale Town Center and provide suitable space for the Urban League Social Justice Center and the Avondale grocery store.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

46. [202101687](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/12/2021, **AUTHORIZING** the City Manager to execute *Limited Warranty Deeds* and a *Grant of Easement* in favor of the State of Ohio for the use and benefit of the Ohio Department of Transportation to convey fee simple interests in and to, and a perpetual subsurface easement in, under, and through, real property located adjacent to Interstate 75 in the Central Business District and West End neighborhoods of Cincinnati in connection with transportation improvement project HAM 75-00.22.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

47. [202101691](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/12/2021, **AUTHORIZING** the receipt of judgment bond proceeds of the sum of \$6,250,000 into Judgment Bond Fund 815; **AUTHORIZING** the expenditure of the sum of \$6,250,000 from Judgment Bond Fund 815 for the purpose of making payments for settlements and judgments against the City.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

48. [202101697](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/12/2021, **PROVIDING** for the issuance, sale and delivery of not to exceed \$6,250,000 of judgement bonds, or notes in anticipation thereof, of the City of Cincinnati, County of Hamilton, State of Ohio, for the purpose of paying a final judgment and costs associated therewith; **AUTHORIZING** a pledge of the City's faith and credit or a pledge of and lien on certain revenues and other city resources, as appropriate, to secure such bonds or notes; and **AUTHORIZING** necessary documents to secure such bonds or notes.

Recommendation PASS EMERGENCYSponsors: City Manager

49. [202101724](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 5/12/2021, **MODIFYING** Article XXIV, "Department of Community and Economic Development," of the Administrative Code of the City of Cincinnati by AMENDING Section 2, "Duties of Director of Community and Economic Development," to remove the oversight of the City's human services funding from the responsibilities of the Department of Community and Economic Development ("DCED") in order to facilitate timely and effective service delivery and allow DCED to concentrate limited staffing resources on economic and community development projects.

Recommendation PASSSponsors: City Manager

50. [202101882](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/17/2021, **AUTHORIZING** the City Manager to execute a *Development Agreement* with OH-UC Holdings II LLC and OH-UC Holdings III LLC, affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC, pertaining to the redevelopment of property located along Straight Street between Clifton Avenue and University Court in the Clifton Heights neighborhood of Cincinnati, pursuant to which the City will assign service payments in lieu of taxes received by the City of Cincinnati to the Port of Greater Cincinnati Development Authority to facilitate the mixed-use redevelopment project.

Recommendation PASS EMERGENCYSponsors: City Manager

51. [202101884](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 5/17/2021, **ESTABLISHING** priority order of property tax exemptions granted for parcels of real property located along Straight Street between Clifton Avenue and University Court in the Clifton Heights neighborhood of Cincinnati, within Cincinnati's Clifton Heights-University Heights-Fairview (CUF) District Incentive District (CUF TIF District), in connection with a mixed-use development project undertaken by OH-UC Holdings II LLC and OH UC-Holdings III LLC, affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC.

Recommendation PASSSponsors: City Manager

52. [202101891](#) **ORDINANCE (EMERGENCY)**, dated 05/13/2021, submitted by Vice Mayor Smitherman, from Andrew Garth, City Solicitor, **DECLARING** that Burton Avenue shall hereby receive the honorary, secondary name of Robin M. Pearl II Memorial Way, in memory of Robin M. Pearl II, in recognition of the revitalization underway in the Avondale community.

Recommendation PASS EMERGENCYSponsors: Smitherman

53. [202101898](#) **ORDINANCE (EMERGENCY) (B VERSION)** submitted by Paula Boggs Muething, City Manager, on 5/17/2021, **AUTHORIZING** the transfer of the sum of \$22,819,722 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
54. [202101907](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 5/17/2021, **DECLARING** that Celestial Street between Monastery Street and Hill Street in the Mt. Adams neighborhood shall hereby receive the honorary, secondary name of Mary Armor Way in honor of Mary Armor and in recognition of her contributions and dedication to the City of Cincinnati.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
55. [202101908](#) **MOTION (AMENDED)**, dated 05/14/21, submitted by Councilmembers Goodin and Mann, WE propose the following American Rescue Plan expenditures: (BALANCE OF MOTION ON FILE IN CLERK'S OFFICE)
- Recommendation** ADOPT
- Sponsors:** Goodin and Mann
56. [202101916](#) **ORDINANCE, (EMERGENCY)**, dated 05/17/2021, submitted by Vice Mayor Smitherman, from Andrew W. Garth, City Solicitor, **AUTHORIZING** the transfer and appropriation of \$1,000,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to capital improvement program project account no. 980x232x202366, "Martin Luther King Jr. Monument," for the purpose of providing resources for permanent improvements to return the Dr. Martin Luther King, Jr. statue to Reading Road and Martin Luther King Drive.
- Recommendation** PASS EMERGENCY
- Sponsors:** Mann
57. [202101956](#) **MOTION, (AMENDED)** dated 05/17/2021, submitted by Councilmembers Landsman and Kearney, **WE MOVE** that the remaining Year 1 funds from the American Rescue Plan Act are allocated as follows: (BALANCE OF MOTION ON FILE IN CLERK'S OFFICE) (STATEMENT ATTACHED)
- Recommendation** ON PURSUANT TO RULE 10.8
- Sponsors:** Landsman and Kearney

**ECONOMIC GROWTH AND ZONING COMMITTEE**

58. [202101410](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 4/14/2021, **AMENDING** the community council representation area map on file with the Clerk of Council to modify the boundaries of the areas that the Clifton Town Meeting Community Council and the CUF Community Council are considered to represent for the purposes of Cincinnati Municipal Code Sections 111-1 and 111-5.

**Recommendation** PASS

**Sponsors:** City Manager

## SUPPLEMENTAL ITEMS

### BUDGET AND FINANCE COMMITTEE

59. [202101991](#) **ORDINANCE, (EMERGENCY)**, dated 05/19/2021, submitted by Councilmember Goodin, from Andrew w. Garth, City Solicitor, **ESTABLISHING** new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **AUTHORIZING** the transfer of the sum of \$9,900,000 from Home Investment Trust Fund 411 project account no. 411x162x4112131, "HOME-American Rescue Plan (HOME-ARP)," to the unappropriated surplus of Home Investment Trust Fund 411; **AUTHORIZING** the appropriation of the sum of \$9,900,000 from the unappropriated surplus of Home Investment Trust Fund 411 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of funds to support various HOME-ARP eligible projects'; **DECLARING** expenditures from Home Investment Trust Fund 411 project accounts on the attached Schedule of Appropriations to be for a purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; **AUTHORIZING** the appropriation of the sum of \$19,570,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Plan grant project accounts on the attached Schedule of Appropriations to be for a public purpose.

**Recommendation**

ON PURSUANT TO RULE 10.8

**Sponsors:**

Goodin

60. [202101993](#) **ORDINANCE (EMERGENCY)**, dated 05/19/2021, submitted by Councilmember Landsman, from Andrew W. Garth, City Solicitor, **ESTABLISHING** new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **AUTHORIZING** the transfer of the sum of \$9,923,076 from Home Investment Trust Fund 411 project account no. 411x162x4112131, "HOME-American Rescue Plan (HOME-ARP)," to the unappropriated surplus of Home Investment Trust Fund 411; **AUTHORIZING** the appropriation of the sum of \$9,923,076 from the unappropriated surplus of Home Investment Trust Fund

41 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; DECLARING expenditures from Home Investment Trust Fund 411 project accounts on the attached schedule of Appropriations to be for a public purpose; ESTABLISHING new Local Fiscal Recovery Fund 469 grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American appropriation of the sum of \$19,570,472 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recover Fund eligible uses; and further DECLARING expenditures from the American Rescue Plan grant project accounts on the attached Schedule of Appropriations to be for a public purpose.

**Recommendation**

PASS EMERGENCY

**Sponsors:**

Landsman

**ANNOUNCEMENTS**

Adjournment

**Date:** April 13, 2021

**To:** Vice Mayor Christopher Smitherman  
**From:** Andrew Garth, City Solicitor   
**Subject:** **Resolution – Chief Roy Edward Winston, II**

---

Transmitted herewith is an emergency resolution captioned as follows:

**RECOGNIZING** and honoring Roy Edward Winston, II, for his thirty-three years of service to the City of Cincinnati and its Fire Department, culminating in his skillful leadership and retirement as Chief of the Fire Department.

AWG/CFG/(lnk)  
Attachment  
336407

**RESOLUTION NO. \_\_\_\_\_ - 2021**

**RECOGNIZING** and honoring Roy Edward Winston, II, for his thirty-three years of service to the City of Cincinnati and its Fire Department, culminating in his skillful leadership and retirement as Chief of the Fire Department.

WHEREAS, Chief Winston joined the Cincinnati Fire Department on August 7, 1988, at age eighteen, and moved through the ranks from firefighter to Fire Chief for Districts 1 and 4 and the Fire Communications Center, as well as the Assistant Fire Chief of the Operations and Human Resources Divisions; and

WHEREAS, on April 12, 2017, he was sworn in as Interim Fire Chief, where he quickly demonstrated his exemplary qualifications to permanently head the Fire Department; and

WHEREAS, upon unanimous recommendation, Chief Winston was sworn in by the City Manager as Chief of the Fire Department on June 8, 2017; and

WHEREAS, Chief Winston has consistently cared about preserving the well-being and property of the City of Cincinnati and its citizens; and

WHEREAS, as Chief he developed innovative organizational strategies, managed mission-critical systems, and implemented new technologies, such as the 800 MHZ radio system, computer-aided dispatch system, mobile data solutions, and the EPA water security initiative; and

WHEREAS, Chief Winston successfully oversaw day-to-day activities of the Fire Department, including managing large cross-functional teams and strategic initiatives in human resources and operations; and

WHEREAS, Chief Winston's vision for the Fire Department included maintaining its status as a leader in responding to all hazards, while sustaining strategic community partnerships and continuing to develop efficiencies in service; and

WHEREAS, as Chief, he also prioritized providing exceptional customer service to the community and staying in touch with citizens' needs; and

WHEREAS, Chief Winston enjoyed excellent rapport with uniformed and non-uniformed Fire Department staff, which aided in enhancing the department's responsiveness to the community; and

WHEREAS, Chief Winston has received numerous awards and commendations during his career, including recognition by the Cincinnati Rotary Club for leadership in 2006; and

WHEREAS, he has also served on the boards of the Ohio Fire Chiefs Association, the International Association of Fire Chiefs, the Cincinnati Fire Museum, the Hamilton County (OH) Fire Chiefs Association, the INTERSCHUTZ USA Advisory Board, and many other organizations; and

WHEREAS, Chief Winston has volunteered his leadership in the educational arena, serving on the Advisory Boards of Scarlet Oaks Workforce and the Western Hills Law & Public Safety Program; and

WHEREAS, he has also mentored students at Western Hills and Princeton High Schools, and has participated as a reader at Roberts Academy and the Ethel M. Taylor Academy Black History Month Celebration; and

WHEREAS, Chief Winston holds an associate degree in Business Administration from Kaplan University, and a bachelor's degree in Human Resources Management from Columbia Southern University; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize Roy Edward Winston, II, for his thirty-three years of service to the City of Cincinnati and the Cincinnati Fire Department, and for his skillful leadership and retirement as Chief of the Fire Department.

Section 2. That a copy of this resolution be spread upon the minutes of Council and that a copy be provided to Roy Edward Winston, II through the office of Vice Mayor Smitherman.

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

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

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

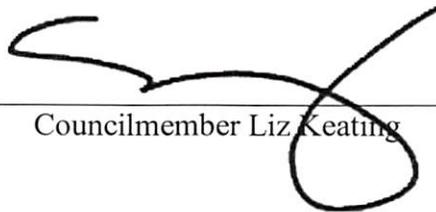
Submitted by Vice Mayor Smitherman



**Liz Keating**  
*Councilmember*

## **Motion**

WE MOVE that the Administration apply for a \$6,000,000 Surface Transportation Block Grant or Congestion Mitigation / Air Quality Grant from OKI Regional Council of Governments for the Ohio River Trail from Lunken Airport to Theodore M. Berry International Friendship Park along the Oasis rail line, due June 4, 2021.



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Councilmember Liz Keating

## **Statement**

After over a decade of work, the City of Cincinnati, Great Parks of Hamilton County, Southwest Ohio Regional Transit Authority (SORTA), and Indiana and Ohio Railroad Company recently signed a term sheet to allow for the Ohio River Trail to be built in the Oasis rail corridor from Lunken Airport to Theodore M. Berry International Friendship Park.

The Ohio River Trail is a key corridor in the plan for the CROWN (Cincinnati Riding Or Walking Network), which is a bold vision to create a 34-mile multi-use trail loop around Cincinnati. When complete, the CROWN will connect 356,000 residents within 1 mile of the trail. This gap in the Ohio River Trail is the last 4.5 miles needed connect the 78-mile Little Miami Scenic Trail and 326-mile Ohio to Erie Trail to downtown Cincinnati. Building the trail will spur economic development opportunities, generate local tourism spending, and improve property values. It will also connect neighborhoods, enhance active transportation options, and improve public health.

Federal transportation funding from OKI Regional Council of Governments has been critical to building out other trail corridors in the CROWN, like Wasson Way and the Ohio River Trail West. Both the Surface Transportation Block Grant and Congestion Mitigation / Air Quality programs have funding available this year through OKI. The application deadline is June 4, 2021, and the maximum grant amount is \$6,000,000. CROWN Cincinnati, a partnership between Green Umbrella / Tri-State Trails, Ohio River Way, and Wasson Way has committed to privately fundraising a portion of the local match needed for this grant opportunity.

May 19, 2021

To: Mayor and Members of City Council 202101709  
From: Paula Boggs Muething, City Manager  
Subject: Livingston Street Residential Parking Permit Area

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**Reference Document #202100950**

On March 15, 2021, the Neighborhoods Committee referred the following item for a report.

MOTION, submitted by Councilmember Sundermann and Mann, WE MOVE the Administration prepare a report on the feasibility of creating a Residential Parking Permit Area on Livingston Street in the West End. (STATEMENT ATTACHED)

This report summarizes an assessment by the Department of Transportation and Engineering (DOTE) of the feasibility of a Residential Parking Permit (RPP) program along Livingston Street in the West End neighborhood.

A residential parking permit program application requires a written request from a recognized community group, such as the West End Community Council or sub-affiliate. Within the request, the West End Community Council should include suggested boundaries of the RPP area and a copy of a circulated petition with the desired hours and days of enforcement. Only one signature is allowed per household. Each unit in an apartment building is considered a separate household. Vacant parcels are not included in the petition process. To move forward, DOTE requires that 60% of the households within the borders are in favor of the RPP program.

After the petition has been validated by DOTE, two parking studies are conducted to determine if a minimum of 75% of the legal parking spaces are occupied. In the block between Baymiller Street and Linn Street, there are 35 legal parking spaces; 27 of those legal parking spaces will need to be occupied at the time of the study to meet the minimum requirement.

Once these requirements are satisfied, an ordinance must be passed by City Council to establish the RPP. Once established, a maximum of two resident permits and one visitor pass can be purchased per household. Enforcement of a RPP is the responsibility of the City Parking Division.

**SUMMARY**

DOTE has determined that a RPP program for Livingston Street is a feasible option for the residents and the West End community. Once the application from the community group is completed, the petition solicited, and the parking study completed, Council can pass an ordinance establishing the program.

It is important to note that Cincinnati Police District One and DOTE are working on a temporary closure of a portion of Livingston Street between Baymiller and the west side of Werner Street. This temporary closure is in response to criminal activity and nuisance behavior along Livingston Street and is intended to limit access to the area. Residents will continue to have access on the street and the temporary closure will not impact DOTE's ability to conduct a parking study. In the event that a RPP is implemented, the temporary barriers would be removed.

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

Date: 5/19/21

202101735

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Celtic Festival**

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In accordance with Cincinnati Municipal Code, Chapter 765; Marc Wertheim 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. Mr. Wertheim understands that he will be required to comply with all state and local guidelines for COVID-19. There are no current objections to issuing the Special Event Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Celtic Festival  
EVENT SPONSOR/PRODUCER: Cold Iron Concessions Inc.  
CONTACT PERSON: Marc Wertheim  
LOCATION: 25 to 195 E. Freedom Way  
DATE(S) AND TIME(S): 7/23 5PM to 12AM - 7/24 12PM to 12AM 7/25 - 12PM to 10PM  
EVENT DESCRIPTION: Celebration of Celtic Culture  
ANTICIPATED ATTENDANCE: 5,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Eliot K. Isaac, Police Chief

Date: 05/19/2021

202101736

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Ohio River Paddlefest 2021**

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In accordance with Cincinnati Municipal Code, Chapter 765; Miriam Wise 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. Ms. Wise understands that she will be required to comply with all state and local guidelines for COVID-19. There are no current objections to issuing the Special Event Permit .

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Ohio River Paddlefest 2021  
EVENT SPONSOR/PRODUCER: Adventure Crew  
CONTACT PERSON: Miriam Wise  
LOCATION: 250 St. Peters St. / 435 E. Mehring Way / 3540 Southside Av.  
DATE(S) AND TIME(S): 8/6/2021 1000-1400 / 8/7/2021 0600-1300  
EVENT DESCRIPTION: Annual Paddling Event on the Ohio River  
ANTICIPATED ATTENDANCE: 2,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Eliot K. Isaac, Police Chief

Date: 5/19/21

202101737

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: The Wellness Experience**

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In accordance with Cincinnati Municipal Code, Chapter 765; Cynthia Oxley 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. Ms. Oxley understands that she will be required to comply with all state and local guidelines for COVID-19. There are no current objections to issuing the Special Event Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: The Wellness Experience  
EVENT SPONSOR/PRODUCER: Inclusion Companies  
CONTACT PERSON: Cynthia Oxley  
LOCATION: 200 E. Freedom Way to 200 W. Freedom Way  
DATE(S) AND TIME(S): 8/21 10AM to 8PM - 8/22 10AM to 8PM  
EVENT DESCRIPTION: Health and wellness experience  
ANTICIPATED ATTENDANCE: 20,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Eliot K. Isaac, Police Chief

**Date:** May 19, 2021

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

202101738

**From:** Paula Boggs Muething, City Manager

**Subject:** **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 14934020001  
**PERMIT TYPE:** TEMP  
**CLASS:** F8  
**NAME:** CINCINNATI PARK BOARD  
**DBA:** FRENCH HOUSE  
3012 SECTION RD  
CINCINNATI, OH 45237

On April 14, 2021 Kennedy Heights Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101739

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 1493409  
PERMIT TYPE: TEMP  
CLASS: F8  
NAME: CINCINNATI PARK BOARD  
DBA: FRIENDSHIP PAVILION  
1135 RIVERSIDE DR  
CINCINNATI, OH 45202

On April 12, 2021 Downtown Residents Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101740

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 1514086  
PERMIT TYPE: TEMP  
CLASS: F8  
NAME: CINCINNATI PARK BOARD  
DBA: SAWYER POINT SMALE  
400 W MEHRING TO PETE ROSE WAY  
TO 909 RIVERSIDE DR  
CINCINNATI, OH 45202

On April 14, 2021 West End Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

Date: May 19, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – Temporary (F8)**

202101741

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 14934010001  
PERMIT TYPE: TEMP  
CLASS: F8  
NAME: CINCINNATI PARK BOARD  
DBA: MT. ECHO PARK PAVILION  
381 ELBERON AVE  
CINCINNATI, OH 45205

On April 14, 2021 East Price Hill Improvement Association was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101742

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 14934030001  
PERMIT TYPE: TEMP  
CLASS: F8  
NAME: CINCINNATI PARK BOARD  
DBA: AULT PARK PAVILION  
5090 OBSERVATORY AVE  
CINCINNATI, OH 45208

On April 14, 2021 Mt. Lookout Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

**Date:** May 19, 2021

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

202101743

**From:** Paula Boggs Muething, City Manager

**Subject:** **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 14934040002  
**PERMIT TYPE:** TEMP  
**CLASS:** F8  
**NAME:** CINCINNATI PARK BOARD  
**DBA:** ALMS PAVILION  
710 TUSCULUM AVENUE  
CINCINNATI, OH 45226

On April 12, 2021 Columbia Tusculum Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

**Date:** May 19, 2021

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

202101744

**From:** Paula Boggs Muething, City Manager

**Subject:** **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 14934080001  
**PERMIT TYPE:** TEMP  
**CLASS:** F8  
**NAME:** CINCINNATI PARK BOARD  
**DBA:** GIBSON HOUSE  
425 OAK ST  
CINCINNATI, OH 45219

On April 14, 2021 Avondale Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

**Date:** May 19, 2021

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

202101745

**From:** Paula Boggs Muething, City Manager

**Subject:** **Liquor License – Temporary (F8)**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 14934000001  
**PERMIT TYPE:** TEMP  
**CLASS:** F8  
**NAME:** CINCINNATI PARK BOARD  
**DBA:** OAK RIDGE LODGE  
5083 COLERAIN AV  
CINCINNATI, OH 45239

On April 14, 2021 Mt. Airy Towne Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

**Date:** May 19, 2021

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

202101746

**From:** Paula Boggs Muething, City Manager

**Subject:** **Liquor License – Transfer (Exempt)**

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***FINAL RECOMMENDATION REPORT***

**OBJECTIONS:** Cincinnati Police Department, Department of Buildings & Inspections

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

**APPLICATION:** 9115660  
**PERMIT TYPE:** TREX  
**CLASS:** D1 D2 D3 D3A D6  
**NAME:** 2753 BEEKMAN ST LLC  
**DBA:** NONE LISTED  
2753 BEEKMAN ST  
CINCINNATI, OH 45225

On March 31, 2021 North Fairmount Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 25, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101747

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – NEW**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: Department of Buildings & Inspections

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 3275592  
PERMIT TYPE: NEW  
CLASS: C2  
NAME: GOOD WINE LLC  
DBA: IRIS READ  
733 E MILLAN  
CINCINNATI, OH 45206

On April 1, 2021 Walnut Hills Area Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 25, 2021

Date: May 12, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – New**

**202101764**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 86086130015  
PERMIT TYPE: NEW  
CLASS: D5A  
NAME: STONEHENGE F & B LLC  
DBA: NONE LISTED  
106 W 7<sup>TH</sup> ST  
CINCINNATI, OH 45202

On March 23, 2021 Downtown Residents Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 18, 2021

Date: May 19, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – Temporary (F8)**

**202101767**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 17512670005  
PERMIT TYPE: TEMP  
CLASS: F8  
NAME: CORPORATION FOR FINDLAY MARKET  
DBA: NONE LISTED  
1801 RACE ST – BRZWY – FARMERS MKT SHED  
N PKING LOT – 135-100 ELDER ST BTWN  
RACE & ELM STS  
CINCINNATI, OH 45202

On April 14, 2021 Over-the-Rhine Community Council was notified of this application and do not object.

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Police Department Approval

---

David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

Date: May 19, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – Temporary (F8)**

**202101770**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 2292156  
PERMIT TYPE: TEMP  
CLASS: F8  
NAME: DOWNTOWN CINCINNATI LLC  
DBA: NONE LISTED  
EAST COURT ST BTWN VINE & WALNUT ST  
CINCINNATI, OH 45202

On April 6, 2021 Downtown Residents Council was notified of this application and do not object.

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Police Department Approval

---

David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 24, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101771

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Transfer of Location**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 1430809  
PERMIT TYPE: TFOL  
CLASS: D1 D2 D3 D3A D6  
NAME: CHIN & CHIN CO  
DBA: NONE LISTED  
700 ELM ST  
CINCINNATI, OH 45202

On April 6, 2021 Downtown Residents Council was notified of this application and do not object.

---

Police Department Approval

---

David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 18, 2021

Date: May 19, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – NEW**

**202101772**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 0073230  
PERMIT TYPE: NEW  
CLASS: D5J  
NAME: AFTERMATH OTR LLC  
DBA: NONE LISTED  
1127 WALNUT ST  
CINCINNATI, OH 45202

The Department of Buildings & Inspections has declined comment with their investigation as of today's date.

On March 23, 2021 Over-the-Rhine Community Council was notified of this application and do object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 14, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101773

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Transfer of Ownership**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 0122067  
PERMIT TYPE: TRFO  
CLASS: D5J D6  
NAME: ALL AMERICAN BURGER BAR LLC  
DBA: AMERICANO  
545 RACE ST & PATIO  
CINCINNATI, OH 45202

On April 14, 2021 Downtown Residents Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 8, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

202101775

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Transfer of Ownership**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 0717826  
PERMIT TYPE: TRFO  
CLASS: D5 D6  
NAME: BIG BULL BURGER BAR LLC  
DBA: NONE LISTED  
3672 ERIE AVE & PATIO  
CINCINNATI, OH 45208

On April 12, 2021 Oakley Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: June 1, 2021

Date: May 19, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – New**

**202101776**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 51859900005  
PERMIT TYPE: NEW  
CLASS: D5  
NAME: LIBERTY MODERN LLC  
DBA: NONE LISTED  
1432 MAIN ST  
CINCINNATI, OH 45202

On March 19, 2021 Over-the-Rhine Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 18, 2021

Date: May 19, 2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Liquor License – New**

**202101778**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: Department of Buildings & Inspections

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 6903673  
PERMIT TYPE: NEW  
CLASS: D2  
NAME: PICKLED PIG LLC  
DBA: PICKLED PIG  
645 E MCMILLAN ST & PATIO  
CINCINNATI, OH 45206

On March 19, 2021 Walnut Hills Community Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 14, 2021

Date: May 19, 2021

To: Mayor and Members of City Council

**202101782**

From: Paula Boggs Muething, City Manager

Subject: **Liquor License – Transfer of Location**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: None

This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 27401200100  
PERMIT TYPE: TFOL  
CLASS: D5 D6  
NAME: FIRST WATCH RESTAURANTS INC  
DBA: FIRST WATCH 24  
104 E 7<sup>TH</sup> ST  
CINCINNATI, OH 45202

On March 30, 2021 Downtown Residents Council was notified of this application and do not object.

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Police Department Approval

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David M. Laing, Assistant City Prosecutor  
Law Department - Recommendation  
 Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 18, 2021

Date: 5/19/2021

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: (FCC3)**

202101856

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In accordance with Cincinnati Municipal Code, Chapter 765; (Pig Works) 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: FCC3  
EVENT SPONSOR/PRODUCER: Pig Works  
CONTACT PERSON: John Cappella  
LOCATION: 1501 Central Parkway (TQL Stadium)  
DATE(S) AND TIME(S): 7/17/2021 6PM to 8PM  
EVENT DESCRIPTION: Futbol Club Cincinnati 5K race through the west end. Starting and finishing at the TQL Stadium.  
ANTICIPATED ATTENDANCE: 4,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Eliot K. Isaac, Police Chief

May 19, 2021

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

**From:** Paula Boggs Muething, City Manager

202101880

**Subject: Ordinance: New Classification and Salary Range for the  
classification of Emergency Communications Instructor**

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Attached is an Ordinance captioned:

**ESTABLISHING** the classification and salary range schedule for the new employment classification of Emergency Communications Instructor; and **ENACTING** Section 883 of Division 4, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

The Human Resources Director has approved the request for this ordinance to establish the salary schedule and classification title for the new employment classification of Emergency Communications Instructor. The Department of Human Resources has done due diligence and conducted appropriate evaluation to ensure that the new salary schedule and classification title is consistent with similar positions with factors considered throughout the evaluation process including, scope of work and responsibility. The creation of the classification is necessary to fit the needs of the City, and consistent with the organizational changes described herein.

City Administration recommends passage of this ordinance.

cc: William M. Brown, Human Resources Director

# City of Cincinnati

LES

*AWB*

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

**ESTABLISHING** the classification and salary range schedule for the new employment classification of Emergency Communications Instructor; and **ENACTING** Section 883 of Division 4, Chapter 307 of the Cincinnati Municipal Code, in order to establish a new salary schedule and classification title for the new classification consistent with the organizational changes described herein.

WHEREAS, the City's Department of Human Resources is recommending the establishment of a new classification specification and salary range for Emergency Communications Instructor in order to provide robust continuing education instruction to Emergency Communications Center ("ECC") personnel; and

WHEREAS, the creation of the Emergency Communications Instructor classification specification is necessary to allow ECC to ensure that all employees are receiving continuing education and re-training on a consistent basis as new technologies emerge in the industry; and

WHEREAS, the Emergency Communications Instructor position and salary range provide an opportunity to increase training effectiveness and maintain a standard of excellence at the City's ECC; and

WHEREAS, the Emergency Communications Instructor classification specification is necessary to ensure consistencies in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed to the positions of Operator and Dispatcher and Emergency 911 Operator; and

WHEREAS, the City's Department of Human Resources has determined that the creation of the Emergency Communications Instructor classification specification is necessary to recruit and retain qualified employees at the Emergency Communications Center; and

WHEREAS, the Department of Human Resources has done its due diligence and conducted appropriate internal comparisons to ensure the new classification and salary range are consistent with the scope of services and the level of responsibility of the position of an Emergency Communications Instructor, and the factors considered throughout the evaluation process included liability, scope of responsibility, judgment and independent action, accountability, and desired levels of experience; and

WHEREAS, it has been determined that adopting the new salary range and classification title for the position is based upon a market analysis consistent with the organization changes described herein and internal cost of living adjustment comparisons as approved by City Council; now, therefore,

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

Section 1. That new Section 883 of Division 4, Chapter 307, Emergency Communications Instructor, of the Cincinnati Municipal Code is hereby enacted as shown below:

<b>Classification</b>	<b>Minimum - Hourly</b>	<b>Maximum - Hourly</b>
Emergency Communications Instructor	\$27.14	\$29.21

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

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

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

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

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

# Request for Creation or Amendment to Classification Specification

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## Purpose

The purpose of this document is to provide a streamlined approach for customer departments to submit proposed new or amended classification specification requests to the Human Resources Department for review. Providing clear explanations and attaching supporting documentation will provide the Human Resources department with a base of information in which to conduct further market research if needed.

Name of classification specification to be created or amended:

Emergency Communications Instructor

Is there a current city class specification that can be used or amended instead of the proposed/amended class specification? Please list/describe review completed to make this determination. *(All specifications reviewed should be included.)*

No. This position will be part-time and will need posted on an ongoing and/or as-needed basis (dependent on training needs/available staffing numbers/etc.). The position hours will fluctuate depending on the training needs of the department. The City does not have any part-time instructor positions currently.

Are there any similar classification specifications in other municipalities or agencies? Please list/describe review completed to make this determination. *(All specifications reviewed should be included.)*

There were not an abundance of similar classification specifications, as most positions are at a college or university, or are for an EMS instructor. However, several of those classifications gave us a starting basis for duties, pay, and work performed.

- City of Cincinnati Classification Specification-Law Enforcement Instructor (is a full-time position, but hourly rate was used as a basis for this part-time role)
- City of Columbus-EMS Instructor 1
- Instructor (Communications/911) (Dallas Police)
- Teaching Faculty in Emergency Medical Services
- EMT Instructor
- Emergency Medical Services Instructor - PT Hourly (Milwaukee county)
- ADJUNCT FACULTY, Continuing Education - 9-1-1 Dispatch Operator Instructor

Please describe in detail the reason for the creation of a new classification specification or reasons for amendments to be made. For example: Are the proposed amendments based on industry standards? Are the proposed amendments based on changes in industry education or certifications? (*Attach any supporting documentation that supports the need for a new classification or amendment to the current class specification*).

The ECC is actively working to ensure a robust training and quality assurance program, both for new hires and for current employees. This involves a highly structured new hire training program (E911 Operator), promotional training programs (Operator and Dispatcher, Emergency Services Dispatch Supervisor), as well as remedial training and continuing education. The ECC's Emergency Communications Assistant Manager (Training/QA) oversees these programs. With the constant hiring at the ECC, which involves weeks of classroom instruction and on-the-job-training, the ECAM's primary focus is on getting our new hires trained and ready to work independently. The creation of a part-time Instructor would allow for the ECC to ensure that all employees are receiving continuing education and re-training on a consistent basis, especially as new technologies emerge in the industry. Because of the nature of the job duties, the hours and availability of this position will fluctuate.

Will any other similar classifications within the city be impacted by the proposed creation or amendment of this classification specification?

No.

Will the creation or amendment of this classification specification have an effect on the internal candidate pool?

Not applicable.

List or attach any other market research that has been done to support the creation or changes to this classification specification. (helpful websites include: O\*NET, Dictionary of Occupational Titles, Bureau of Labor Statistics, GovLoop, Salary.com, and Payscale.com, other similar agencies, etc. Please include the source used)

Research/Specifications attached.

Submitted by: Kelsey Braido  
(Department Representative)

Reviewed by: \_\_\_\_\_  
(HR Analyst)

*Note: Amendments to AFSCME classifications may require up to 30-day review before classifications are submitted to Civil Service Commission for review and approval. Amendments to CODE positions include Human Resources Department notification to the CODE president.*

# EMERGENCY COMMUNICATIONS INSTRUCTOR (PART-TIME)

**Class Title**

Emergency Communications Instructor

**Class Code**

###

**Salary**

\$27.14 to \$29.21 per hour

Division 4 (Part-Time Unclassified position)

**General Statement of Duties**

The primary function of the Emergency Communications Instructor is to provide continuing education instruction to Emergency Communications Center personnel on topics such as 9-1-1, dispatch and emergency communications best practices, protocol systems, 9-1-1 technology and PSAP operations. A person in this role will provide one-on-one and classroom-based refresher education for 9-1-1 call-taking and police dispatching staff. The instructor will develop lesson plans and deliver engaging training to develop the skills of department staff. The instructor will work under the direction of the ECC Training Manager.

**Minimum Qualifications (KSAs)**

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

**Knowledge of:**

Computer aided dispatching methods, systems, and equipment as applied to law enforcement, fire, and EMS dispatching.

911 and all related telephone systems/call handling. All phases of emergency communications. Knowledge of Association of Public Safety Communications Officials (APCO) Telecommunicator, Emergency Medical Dispatch, and Communications Training Officer training principles.

Department policies, procedures, principles, and practices.

Effective teaching and learning techniques.

Motivational and organizational skills.

**Ability to:**

Conduct formal instructor lead and informal telecommunicator training.

Develop training materials pertaining to 911 telephone, Computer Aided Dispatch, and radio communications systems.

Read, understand, and interpret operating procedures and to communicate orally and in writing.

Provide continuous attention to safe working and operating procedures.  
Provide or collect information, coordinate projects or activities, and to solve or negotiate solutions to problems.  
Use a personal computer or word processor to develop and/or maintain lesson plans, spreadsheets, databases, and presentations.  
Effectively evaluate trainees and provide additional instruction as needed.  
Program and operate audio visual equipment.  
Perform moderate to strenuous physical activity.  
Work irregular hours.  
Successfully pass a police records and background investigation.  
Ability to travel to obtain additional training and certification.

**Skill to:**

Currently possess, or be able to obtain/maintain the following certifications:  
APCO Public Safety Telecommunicator (PST) Instructor  
APCO Communications Training Officer (CTO) Instructor  
IAED Emergency Medical Dispatcher  
IAED Medical Instructor  
IAED Emergency Telecommunicator Course (ETC) Instructor

**Required Education and Experience**

Each applicant must have ten (10) years of experience as a 9-1-1 telecommunicator -OR- three (3) years of experience as a 9-1-1 Communications Training Officer -OR- three (3) years of experience as a 9-1-1 center supervisor -OR- combination of applicable APCO, NENA or IAED training, certifications and public safety experience. Experience must have occurred within the last five years.

**OTHER REQUIREMENTS**

This is a sensitive classification, and each applicant must successfully pass a police records and background check, and be able to remain certified as a Criminal Justice Information Systems operator.

May be required to assist with other training within the Emergency Communications Center as directed by the ECC Director or Training Manager.

May be required to travel to obtain additional training and certification pursuant to this job classification.

May be required to instruct training courses during business hours, in the evening and on weekends.

**MILITARY EDUCATION & EXPERIENCE EVALUATION**

Military education and experience may be substituted for college level course work at the lower and upper division baccalaureate and graduate levels and apprenticeship training at the vocational certificate level on a case by case basis based on the American Council on Education (ACE) Military Guide recommendations.

**Examples of Work Performed**

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

Instructs Department personnel in emergency call-taking protocols, dispatching protocols, 9-1-1 center technology, software and operations.

Assists in the coordination of training programs and the development of lesson plans.

Plans, organizes, schedules, and directs activities corresponding to Emergency Communications Center staff continuing education.

Prepares and maintains records and reports associated with training and certifications in a computer database.

Maintains, or obtains if needed, instructor certifications related to emergency communications.

Maintains, or obtains if needed, instructor certification in CPR.

Transports training equipment as needed.

Perform related work as required.

**Probationary Period**

Twelve months

**Supervision Exercised**

No formal supervisory responsibilities; however, will instruct, train, and direct Department personnel involved in training exercises and provide feedback to the Emergency Communications Assistant Manager regarding employees satisfactory completion of those training exercises.



# LAW ENFORCEMENT INSTRUCTOR (ACADEMY)

Class Code:  
029

Bargaining Unit: AFSCME

CITY OF CINCINNATI  
Established Date: Jul 1, 2012  
Revision Date: Sep 26, 2016

## SALARY RANGE

\$27.14 - \$29.21 Hourly  
\$2,171.04 - \$2,336.70 Biweekly  
\$56,447.00 - \$60,754.31 Annually

### GENERAL STATEMENT OF DUTIES:

The primary function of the Police Academy Law Enforcement Instructor is to instruct Department personnel and community members in firearms, driving, emergency vehicle operation, physical fitness, defensive tactics, basic peace officer, field training officer/supervisor, in-service, roll-call, remedial, refresher, and community law enforcement educational training programs. Other duties as related or assigned.

### MINIMUM QUALIFICATIONS (KSAS):

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

**Knowledge of:**

Department policies, procedures, principles, and practices.  
Effective teaching and learning techniques.  
Neighborhood/Community Problem Oriented Policing (CPOP).  
SARA problem-solving methodology.  
Motivational and organizational skills.

**Ability to:**

Read, understand, and interpret operating procedures and to communicate orally and in writing.  
Provide continuous attention to safe working and operating procedures.  
Provide or collect information, coordinate projects or activities, and to solve or negotiate solutions to problems.  
Use a personal computer or word processor to develop and/or maintain lesson plans, spreadsheets, databases, and presentations.  
Effectively evaluate trainees and provide additional instruction as needed.  
Program and operate audio visual equipment.

Perform moderate to strenuous physical activity.  
 Work irregular hours.  
 Successfully pass a physical ability test.  
 Successfully pass a police records and background investigation.  
 Ability to travel to obtain additional training and certification.  
 Provide continuous attention to safe working and operating procedures  
 Support Neighborhood/CPOP initiatives.

**Skill to:**

Currently possess, or be able to obtain/maintain the following certifications:

OPOTA instructor certification in Instructional Skills  
 OPOTA instructor certification in Chemical Aerosol  
 OPOTA instructor certification in Subject Control  
 OPOTA instructor certification in Basic Academy Driving  
 OPOTA instructor certification in Vehicle Patrol Techniques  
 OPOTA instructor certification in Physical Conditioning  
 OPOTA instructor certification in Semi-automatic Pistol  
 OPOTA instructor certification in Shotgun  
 Certification in CPR  
 Certification in Simunition® Scenario  
 Certification in TASER  
 Certification in Critical Injury and First Aid  
 Certification in Stops and Approaches  
 Certification in Patrol Techniques

**REQUIRED EDUCATION AND EXPERIENCE:**

Possess ten years of professional work experience as a sworn peace officer. Experience must have occurred within the last five years.

**OTHER REQUIREMENTS**

Possess a valid Driver's License.

This is a sensitive classification and each applicant must successfully pass a police records and background check.

May be required to assist with other training within the Police Department as directed by the Police Chief or Training Unit Commander.

May be required to travel to obtain additional training and certification pursuant to this job classification.

**MILITARY EDUCATION & EXPERIENCE EVALUATION**

Military education and experience may be substituted for college level course work at the lower and upper division baccalaureate and graduate levels and apprenticeship training at the vocational certificate level on a case by case basis based on the American Council on Education (ACE) Military Guide recommendations.

**EXAMPLES OF WORK PERFORMED:**

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

Instructs Department personnel and community members in firearms, driving, emergency vehicle operation, physical fitness, defensive tactics, basic peace officer, field training

officer/supervisor, in-service, roll-call, remedial, refresher, and community law enforcement educational training programs.

Performs maintenance or needed repair of simulators and associated equipment.

Maintains an inventory of all equipment associated with the simulators.

Assists in the coordination of the following training programs: defensive tactics, basic peace officer, in-service, roll-call, remedial, refresher, and community law enforcement educational training programs.

Plans, organizes, schedules, and directs activities corresponding to the firearms training and simulators.

Prepares and maintains records and reports associated with firearms training and simulators related training.

Maintains, or obtains if needed, Ohio Peace Officer Training Commission instructor certification in topics including, but not limited to: basic peace officer, driving, firearms, physical fitness, and defensive tactics.

Maintains, or obtains if needed, instructor certification in CPR, SIMUNITIONS, impact weapons, chemical irritant, and the use of electronic control devices.

Transports training equipment as needed.

Supports Neighborhood/CPOP initiatives.

### **PROBATIONARY PERIOD:**

Twelve months

### **SUPERVISION EXERCISED:**

No formal supervisory responsibilities; however, will instruct, train, and direct Department personnel involved in training exercises.

**EMS Instructor I**Class Code:  
1626

CIVIL SERVICE COMMISSION

Bargaining Unit: AFSCME 1632/2191

CITY OF COLUMBUS

Established Date: Nov 30, 1987

Revision Date: Apr 24, 2017

**SALARY RANGE**

\$27.02 - \$44.00 Hourly

**DEFINITION:**

Under general supervision, is responsible for performing all phases of entry-level, refresher, paramedic, and continuing medical training for the Division of Fire; performs related duties as required.

**EXAMPLES OF WORK:**

*(Any one position may not include all of the duties listed, nor do the examples cover all of the duties that may be performed.)*

Assists in preparing and conducting training classes to instruct enrollees in the proper techniques and procedures to be used when rendering emergency medical care;

Conducts in-service training sessions for enrollees involved with rendering emergency medical care;

Participates in classroom training and demonstration of various methods, techniques, and practices followed when rendering emergency medical care;

Provides one-on-one tutoring, mentoring, and coaching for students;

Prepares lesson plans, instructional plans, individual progress reports, grade sheets and other related records;

Rides along on emergency runs to observe trainees or current paramedic staff rendering emergency medical care treatment; aids and assists trainees or current staff as warranted;

Operates a variety of audio-visual aids and equipment such as, videotape recorders, software, and others for training purposes;

Conducts EMS skill labs;

Stays current in any curriculum changes in Paramedic, EMT, or any other pre-hospital personnel educational issues.

**MINIMUM QUALIFICATIONS:**

Possession of a valid State of Ohio EMS Instructor Certificate. (Substitution: Possession of a valid Continuing Education Instructor or EMS Assistant Instructor certificate issued by the State of Ohio Emergency Medical Services.)

Possession of a valid State of Ohio certification/licensure as a Paramedic, Registered Nurse, or Physician Assistant. (Substitution: Possession of a National Registry of Emergency Medical Technicians - Paramedic Certification may be substituted for the State of Ohio Paramedic Certificate.)

Upon completion of the probationary period, appointees must possess the following: Valid State of Ohio EMS Instructor Certificate **AND** valid State of Ohio certification/licensure as a Paramedic, Registered Nurse, or Physician Assistant; valid American Heart Association (or nationally accredited equivalent) Instructor Certificate in Basic Cardiac Life Support (BCLS), Advanced Cardiac Life Support (ACLS), and Pediatric Advanced Life Support (PALS).

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

Thorough knowledge of the current EMT and Paramedic national education standards; thorough knowledge of all applicable professional standards in emergency medical care and education; considerable knowledge of modern techniques used in the care and emergency treatment of cardiovascular, trauma, medical, pediatric, and geriatric patients; general knowledge of training methods and techniques for adult learning; general knowledge of training aids such as audio-visual equipment, overhead projectors, video-tape recorders, LCD projectors, and others; ability to operate a computer and utilize related software; ability to conduct varied learning environments including classroom lectures, demonstrations, and hands-on practices; ability to conduct self-reflective activities to facilitate improved student practice; ability to bend or stoop repeatedly or continually over time to demonstrate emergency medical procedures; ability to make skillful, controlled manipulations of small objects in order to use medical equipment; ability to communicate effectively both orally and in writing; ability to comprehend and make inferences from written materials; ability to develop solutions to work problems; ability to develop and maintain effective working relationships with City employees, hospital liaisons, and the public; ability to work a varying work schedule.

### **PROBATIONARY PERIOD:**

365 Days

### **EXAM TYPE:**

Noncompetitive

Q Enter Company/Job title keyword

United States

Search



Salary

([https://www.salary.com/tools/salary-calculator/search?keyword=instructor+\(communications%2f911\)\(dallas+police\)](https://www.salary.com/tools/salary-calculator/search?keyword=instructor+(communications%2f911)(dallas+police)))



Company

(<https://www.salary.com/research/search?keyword=City+of+Dallas&page=1&type=company>)



Resume Critique

([https://www.topresume.com/resume-review?pt=Bhzaf2Q6WGXl5&utm\\_medium=referral&utm\\_source=Salary.com](https://www.topresume.com/resume-review?pt=Bhzaf2Q6WGXl5&utm_medium=referral&utm_source=Salary.com))

## Instructor (Communications/911)(Dallas Police)

POSTED ON 10/10/2020 CLOSED ON 10/24/2020

City of Dallas Downtown Dallas, TX Full Time

### Job Posting for Instructor (Communications/911)(Dallas Police) at City of Dallas

For information related to *Essential Functions, Knowledge, Skills & Abilities Required to Perform Work*, and *Working Conditions & Hazards* of this position, click here. Locate and click on the position title to view the job classification specification.

*For evaluation purposes, acceptable qualifying experience for all positions must have been in a paid capacity unless noted otherwise in the minimum qualifications for the posted position.*

*Additionally, 30+ hours per week will be counted as full-time employment and will receive full credit for the amount of time employed. A minimum of 15 through 29 work hours per week will be counted as part-time employment and will receive half credit for the amount of time employed.*

**Vacancies currently available in the following department:** Dallas Police Department

**EDUCATION:**

High school diploma or GED

**EXPERIENCE:**

Five (5) years of experience as a 911/Emergency call-taker, police dispatcher and/or TCIC/NCIC full operator experience

**EQUIVALENCY(IES):**

Associate's degree (or higher) in a business, education or social science field will substitute for two (2) years of the specified experience

**LICENSE(S) and/or CERTIFICATION(S):**

Basic proficiency (or higher) Telecommunicator Certificate issued by the Texas Commission of Law Enforcement (TCOLE)

Must be able to obtain TCOLE-Instructor License within six (6) months of appointment

[View More](#)

Apply for this job

Receive alerts for other Instructor (Communications/911)(Dallas Police) job openings

Salary.com Estimation for Instructor (Communications/911)(Dallas Police)

**\$39,146 to \$55,843**

Sign up to receive alerts about other jobs with skills like those required for the **Instructor (Communications/911)(Dallas Police)**.

Click the checkbox next to the jobs that you are interested in.

**Data Control Skill**

**Data Entry Clerk III** ⓘ  
Income Estimation: \$39,349 - \$51,544

**Data Control Clerk II** ⓘ  
Income Estimation: \$41,254 - \$54,876

**Data Entry-Keyboarding Skill**

**Data Entry Clerk III** ⓘ  
Income Estimation: \$39,349 - \$51,544

**Accounts Payable/Receivable Clerk II** ⓘ  
Income Estimation: \$39,851 - \$49,735

⚠ This job has expired.

Apply for this job and sign up for alerts

Not the job you're looking for? Here are some other **Instructor (Communications/911)(Dallas Police)** jobs in the **Downtown Dallas, TX** area that may be a better fit.

Ad my.criminaljusticepursuit.com/911-dispatcher ▼

**911 Dispatcher Courses - Now Enrolling March 2021**

Use the Free School Finder and Get Info on How to Become a **911** Dispatcher Today. Hands-on classes. Classes start soon. Free school search. Free application. Credits may transfer. Accelerated courses. Courses: Public Safety Procedures, Radio Technology, Medical **Communication**.

Ad www.employment.org/jobs/911-call-center ▼

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# Emergency Medical Technician (EMT) Instructor

Spec Group Operations Development Inc.

Modesto, CA 95350

Employer actively reviewed candidates 6 days ago

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## Job details

### Salary

\$18 - \$25 an hour

### Job Type

Full-time

Part-time

Contract

### Number of hires for this role

5 to 10

## Qualifications

- EMT Certification (Required)
- High school or equivalent (Preferred)
- BLS Certification (Preferred)

## Full Job Description

### Instructor: Emergency Medical Technician (EMT)

**TEACHING LOCATION:** Academy for Professional Development Modesto, CA

Salary and hourly: Dependent upon experience.

**Full Time and Part Time Available instructor positions.**

### Job Duties

Teach Emergency Medical Technician, CPR , and other certification courses including lecture and skills content, in the classroom, lab, and/or clinical setting.

Teach day, evening, and/or Saturday classes or classes at one or more sites as required.

Participate in departmental duties including, but not limited to, curriculum development, selection of appropriate instructional materials, revisions of testing materials, and completing course SLOs.

Assist in student recruitment, enrollment, and clinical placements.

Perform duties associated with instructing students and assessing their progress in relation to identified student learning outcomes.

Participate in assessment necessary for program evaluation and revision.

Maintain departmental policies in the classroom and maintain accreditation standards.

Develop and maintain a positive working relationship with professional training sites.

### **Minimum Qualifications**

Demonstrated knowledge, skills, and abilities to work with students with disabilities, various sexual orientations, and diverse academic, socioeconomic, cultural, and ethnic backgrounds (Required).

Earned Bachelor's Degree from an accredited institution, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; OR THE EQUIVALENT ; OR time in service and experience within an EMS agency and have run 911, IFT to all levels of hospital ER Care where EMT are authorized to work.

The State EMS authority and local EMS regulations requires that all instructors of EMT programs maintain current California licensure as a Paramedic and or EMT and must complete a minimum of 40 hours of education in adult learning principals, which may be achieved ongoing through the school.

### **Desirable Qualifications**

1. Experience with innovative teaching practices, especially medical simulation.
2. Knowledge of research principles and ability to apply evidence-based medicine to teaching practice.
3. Current instructor certifications.
4. Two years of Emergency Medical experience within the past five years.
5. Experience as a EMT, Paramedic or Registered Nurse with five years of experience in Emergency Medicine.
6. Demonstrated knowledge of and teaching experience in emergency care.
7. Demonstrated knowledge of and ability to teach all basic life support and advanced life support skills.
8. Demonstrated ability to teach all skills included in the scope of practice.
9. Demonstrated knowledge of prehospital and in-hospital emergency care, role and responsibilities of the emergency care team and laws and regulations governing the emergency care worker.

### **Benefits**

Will be discussed during the interview state.

Job Types: Full-time, Part-time, Contract

Pay: \$18.00 - \$25.00 per hour

Medical Specialty:

- Critical & Intensive Care
- Primary Care
- Trauma Medicine

Schedule:

- Monday to Friday
- Weekends

Supplemental Pay:

- Commission pay

COVID-19 considerations:

All local, state and federal CDC guidelines will be in place and enforced to protect everyone on campus.

Education:

- High school or equivalent (Preferred)

Experience:

- EMS: 2 years (Preferred)

License/Certification:

- BLS Certification (Preferred)
- EMT Certification (Required)

Full Time Opportunity:

- Yes

Work Location:

- One location

Typical start time:

- 6PM

Typical end time:

- 10PM

Company's website:

- [www.afpdus.com](http://www.afpdus.com)

Company's Facebook page:

- <https://www.facebook.com/afpdus>

Benefit Conditions:

- Waiting period may apply
- Only full-time employees eligible

Work Remotely:

- No

COVID-19 Precaution(s):

- Personal protective equipment provided or required
- Temperature screenings
- Social distancing guidelines in place
- Sanitizing, disinfecting, or cleaning procedures in place

22 days ago

If you require alternative methods of application or screening, you must approach the employer directly to request this as Indeed is not responsible for the employer's application process.

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## Emergency Medical Services Instructor - PT Hourly

Posting Date: 04/18/2020

Position Type: Hourly As Scheduled

Department: Office of Emergency Management

Compensation Range: \$33.52 - \$39.92 per hour

Closing Date: Posting will remain open until position is filled

The Office of Emergency Management's (OEMs) mission is the protection of lives and property through exacting communications to decision-makers, with the total coordination of resources, on-location and on-time, not only during a crisis but daily. OEM uses the "whole community" approach; meaning collaborative preparedness activities among public and private entities which are data-driven, thereby sustaining a local alliance of partners who offer unique contributions to resiliency.

We are seeking Hourly Emergency Medical Services (EMS) Instructors to create, prepare, and deliver educational content to the local EMS system providers. Instructors will also gain a basic knowledge of quality assurance processes and solution implementation. Key essential functions of this position involve protocol development, procedure research, and accurate record tracking. This position also assists with oversight of the American Health Association (AHA) program.

### Position Duties:

1. Develop and review content with medical direction. Deliver content system wide to our EMS partners utilizing various methods. Ensure accurate records are kept after each class.
2. Assist the Education Manager with maintaining instructor records, issuing cards, and answering questions about AHA policies and procedures.
3. Collaborate with medical direction to gain access to academic resources. Follow the Quality Assurance (QA) workflow to identify trends in the EMS system.

4. Participate in situational projects based on the needs of the office
5. Travel (approximately 50% of work time) within the community
6. Perform all other duties as assigned

#### Minimum Qualifications

- Resident of the United States of America
- Valid driver's license; which must be maintained throughout employment
- Bachelor of Science (BS) or Bachelor of Education degree or higher is required; Emergency Medical Services major is preferred
- At least four (4) years of experience working in Paramedicine and/or Emergency Medical Services
- Advanced knowledge of medical equipment including EMS training manikins
- ACLS, BLS, and PALS certifications
- Wisconsin Paramedic license or able to obtain within 3 months of hire is required
- Proficient at utilizing Microsoft Office Suite software, data collection, analysis, and general use of office equipment
- Experience with public speaking and conducting presentations
- Able to lift/carry/push/pull up to 50 pounds on a regular basis
- Able and willing to travel (approximately 50% of work time) within the community

#### Additional Preferred Qualification:

- National Paramedic Registry within six (6) months of start date is required
- Wisconsin Paramedic license with Critical Care Endorsement
- ACLS, BLS, and/or PALS Instructor Certification
- Understanding of incident command structure, emergency medical dispatch, and exposure to specialized areas of EMS (critical care, tactical, and community paramedic)

Knowledge, Skills and Abilities: Knowledge of basic Emergency Medical terminology; knowledge of common Emergency medical services forms and reports; skilled at analysis/reasoning, communication/interpretation, math/mental computation, reading, sustained mental activity (i.e. auditing, problem solving, composing reports). Ability to maintain sensitive or confidential information, explain and gather information, answer queries, or aid internal and/or external contacts. Ability to persuade, conform or recommend course of action with internal and/or external contacts. Ability to perform with a high degree of authority in securing understanding and cooperation with internal and/or external contacts. Ability to read, write and comprehend simple instructions, reports, short correspondence and memos, speak effectively before both internal and/or external group.

M. Otero

Note: This Original Examination is open to residents of the United States. Appointee must establish residency in the State of Wisconsin within six months of start date and maintain such residency during employment. The selection process will be job related and will consist of one or more of the following: education and experience evaluation; written, oral, or performance tests, or other assessment methods.

Milwaukee County offers a comprehensive blend of benefits designed to make your life better both inside and outside of the workplace. Milwaukee County conducts job related criminal background checks and pre-employment screenings.

Follow Us



## Teaching Faculty in Emergency Medical Services

### Posting Details

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<b>Role Title</b>	12 month-Instructor
<b>Role Code</b>	01023-SW
<b>FLSA</b>	Exempt
<b>Pay Band</b>	00
<b>Working Title</b>	Teaching Faculty in Emergency Medical Services
<b>Position Number</b>	295F0375
<b>Agency</b>	Tidewater Community College
<b>Agency/Division</b>	Tidewater Community College (Div)
<b>Work Location</b>	
<b>Hiring Range</b>	\$58,368 - \$103,044; commensurate w/ experience.
<b>Emergency/Essential Personnel</b>	No
<b>EEO Category</b>	I-Faculty
<b>Full Time or Part Time</b>	Full Time
<b>Does this position have telework options?</b>	
<b>Does this position have a bilingual or multilingual skill requirement or preference?</b>	
<b>Work Schedule</b>	Varies
<b>Sensitive Position</b>	No
<b>Job Description</b>	



Tidewater Community College has served South Hampton Roads – both students and employers – for 50 years. It has grown from 1 campus into a regional educational and economic force. TCC is the largest provider of higher education and workforce services in Hampton Roads, enrolling nearly 28,000 students in 2019-20. Founded in 1968 as a part of the Virginia Community College System, Tidewater Community College (TCC) services South Hampton Roads with 4 campuses in Chesapeake, Norfolk, Portsmouth, and Virginia Beach, 7 regional centers and 2 important cultural institutions. The college had 3,203 graduates in 2019-2020, 40 percent of whom pursued degrees that would let them transfer to 4-year institutions. Of South Hampton Roads residents enrolled in higher education 36% enrolled at TCC. TCC's institutional accreditation is affirmed through 2027 by the Southern Association of Colleges and Schools Commission on Colleges.

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#### POSITION SUMMARY:

- The major emphasis is on teaching and inspiring students to learn, by working in classrooms, laboratories, individual conferences, and related activities to help students develop their interests and abilities to the fullest capacity to become better persons, better workers, and better citizens. Faculty responsibilities also include: office hours, committee work, student activities, community activities, student advising, and professional activities.
- Responsible for teaching discipline courses in which he/she has specific training or competence. Plans, organizes, teaches, and provides feedback to students to promote and direct student learning in either a classroom or online environment to students with a wide variety of academic backgrounds and experiences. Engages students outside of class in support of the curriculum and co-curriculum; provides thorough, timely, and effective feedback to students regarding the mastery of course and program learning outcomes; develops curriculum and works collaboratively with colleagues to select program and/or discipline resources; assists in the selection and development of faculty; participates in and/or leads the instructional activities of the discipline and governance of the division, campus, and college. Demonstrates the effective use of technology in an academic environment. Works cooperatively and collegially with other faculty and staff members, colleagues, and community partners in support of student learning.
- The College anticipates filling this full-time, twelve-month teaching faculty position, contingent upon availability of funding. Twelve-month teaching appointments run from July 1 to June 30 with the possibility of annual renewal. This position is approved for an immediate appointment.

Employment may be comprised of, from time to time at the direction of the college or officials of the VCCS or the Commonwealth, in-person teaching and testing, and/or online, virtual, or remote teaching and testing-whether synchronous or asynchronous. Thus, teaching delivery may be required to shift from one method to another and back during the course of the contract term.

#### FUNCTIONAL RESPONSIBILITIES:

1. Teaching: Responsible for creating a learning environment that facilitates students' acquisition of knowledge and skills in a discipline and/or program. Teaching encompasses the following four components:
  - Instructional Design: utilize and distribute established course syllabus as found in the college's i-INCURR; select appropriate textbooks and/or learning resources; design and implement assessment strategies that effectively measure student achievement of established course learning outcomes.
  - Instructional Delivery: align course activities with student learning outcomes for the course; employ a variety of active learning strategies to foster student engagement; employ appropriate technology and supporting materials that support course and/or program learning outcomes; and provide students with prompt and meaningful feedback on course activities and assignments, communicating with students in a timely and respectful manner.
  - Instructional Effectiveness: deliver instruction so as to align with stated learning outcomes; adhere to college policies and procedures for participation in student surveys of instruction; conduct meaningful and timely assessments of student learning, including at least one assessment within the first two weeks of class; and analyze the previous semester's student ratings of instruction and develop and implement appropriate action plans as necessary.
  - Instructional Expertise: maintain currency in the assigned teaching discipline(s), methods of teaching, learning, and and/or instructional technology.

Scholarly and Creative Engagement: Participate in activities specifically associated with the faculty member's teaching discipline(s) through conferences, workshops, academic coursework, scholarly research and publications, and grant activity  
 Institutional Responsibility: The following are some of the institutional responsibilities of teaching faculty: participate in the college's development and evaluation plan for full-time teaching faculty; publish and hold office hours; serve as an academic advisor; participate in required department, division, campus, committee, and college meetings; keep accurate student attendance reports/records; submit grades in a timely manner according to established college

calendars/guidelines; adhere to college and VCCS policies; actively participate in one's peer teaching community at the college; perform assigned duties; and maintain a collegial working relationship with faculty, staff and administrators at the college

Service: Quality participation and commitment to students, the college, and/or community organizations. Service activities are divided into three categories:

- College representation where there is a direct connection between the faculty member who engages in the specific activity and his/her position at the college.
- College citizenship where the activities are in support of the college or VCCS initiatives wherein the faculty member is a member of a committee but not in a leadership role.
- Community citizenship where participation by the faculty member is part of the person's involvement in the community as a citizen who happens to be a college employee.

Responsibilities may include work during the day and/or evening programs of the college, as well as its distance learning programs.

**Special Assignments** May be required to perform other duties as assigned. May be required to assist the agency or state government generally in the event of an emergency declaration by the Governor.

**KSA's/Required Qualifications** Applicable to all teaching faculty positions :

1. Willingness to design and implement curriculum to support and improve student learning.
2. Ability to develop and adapt teaching and learning strategies to accommodate the diversity of community college students to promote acquisition and application of knowledge.
3. Ability to use consistent, timely formative and summative assessment measures to enhance student learning.
4. Experience with, or willingness to learn and utilize, proven teaching strategies that promote student success.
5. Willingness to use or incorporate emerging technologies and alternative delivery methods appropriately, including online delivery, hybrid course options, content software, web-enhancements, etc.
6. Ability to effectively communicate interpersonally (in group and one-on-one settings) orally and in writing.
7. Willingness to stay current and continually improve knowledge and understanding of the discipline.
8. Teaching experience preferred especially at the community college level.

Applicable to the specific position :

1. Appropriate level of education (required): Bachelor's degree or an Associate of Applied Science degree in Emergency Medical Services, Emergency Medical Technician, or closely related discipline. Master's degree in Emergency Medical Services or closely related discipline preferred.
2. At least two (2) years of work experience in the field in a 911 EMS response capacity or acute care setting such as ED, ICU, CCU, etc. (required)
3. Have current certification/licensed as a Paramedic, RN, PA, or NP. (required)
4. Two of the three provider credentials (or equivalent) ACLS, PALS, PHTLS. (required)

**Preferred Qualifications** As delineated in the KSA's/Required Qualifications section

**Operation of a State Vehicle** No

**Supervises Employees** No

**Required Travel** Minimal

**Posting Number** FAC\_119P

**Recruitment Type** Public

**Number of Vacancies** 1

**Position End Date (if temporary)**

**Job Open Date** 02/01/2021

**Job Close Date**

**Open Until Filled** Yes

<b>Agency Website</b>	TCC.edu
<b>Contact Name</b>	
<b>Email</b>	
<b>Phone Number</b>	
<b>Special Instructions to Applicants</b>	Review of application materials will commence March 1, 2021 and continue until filled. Unofficial transcripts will be accepted with the application; however, no offer of employment will be made prior to official transcripts being provided to the college.
<b>Additional Information</b>	
<b>Background Check Statement Disclaimer</b>	The selected candidate's offer is contingent upon the successful completion of a criminal background investigation, which may include: fingerprint checks, local agency checks, employment verification, verification of education, credit checks (relevant to employment). Additionally, selected candidates may be required to complete the Commonwealth's Statement of Economic Interest. For more information, please follow this link: <a href="http://ethics.dls.virginia.gov/">http://ethics.dls.virginia.gov/</a>
<b>EEO Statement</b>	The Virginia Community College System, an EEO employer, welcomes applications from people of all backgrounds and recognizes the benefits of a diverse workforce. Therefore, the VCCS is committed to providing a work environment free of discrimination and harassment. Employment decisions are based on business needs, job requirements and individual qualifications. We prohibit discrimination and harassment on the basis of race, color, religion, sex, national origin, age, sexual orientation, mental or physical disabilities, political affiliation, veteran status, gender identity, or other non-merit factors.
<b>ADA Statement</b>	The VCCS is an EOE and Affirmative Action Employer. In compliance with the Americans with Disabilities Acts (ADA and ADAAA), VCCS will provide, if requested, reasonable accommodation to applicants in need of access to the application, interviewing and selection processes.
<b>E-Verify Statement</b>	VCCS uses E-Verify to check employee eligibility to work in the United States. You will be required to complete an I-9 form and provide documentation of your identity for employment purposes.
<b>Quicklink for Posting</b>	<a href="https://jobs.vccs.edu/postings/31346">https://jobs.vccs.edu/postings/31346</a>

## Supplemental Questions

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Required fields are indicated with an asterisk (\*).

## Applicant Documents

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### Required Documents

1. Resume
2. Cover Letter/Letter of Application
3. Unofficial Transcripts

### Optional Documents

1. Unofficial Transcript 2
2. Unofficial Transcript 3

## Job Details

<b>Position Title:</b>	ADJUNCT FACULTY, Continuing Education - 9-1-1 Dispatch Operator Instructor
<b>Department:</b>	Continuing Education - CE
<b>Overview:</b>	<p>College of DuPage believes in the power of teaching and learning. COD faculty are committed to facilitate and support student success in learning. We strive to meet the individual educational needs of our unique, multicultural campus. The successful adjunct candidate will be committed to teaching in a multicultural environment and welcome the opportunity to work with students with diverse learning abilities. We encourage applications from candidates who reflect the increasing diversity of COD's student body and community. Opportunities may exist to teach a flexible schedule that may include teaching assignments during days, evenings and weekends. We invite you to join our team and apply your passion for teaching and learning!</p>
<b>Description:</b>	<p>Adjunct Faculty instructors at College of DuPage are responsible for course planning and instruction in classroom, lab, or clinical settings, courses may be conducted in various delivery modes, such as, face-to-face, on-line, hybrid and/or blended formats. In addition, adjunct faculty are responsible for student evaluation, and timely and accurate submission of required paperwork related to instruction.</p>
<b>Qualifications:</b>	<p>College of DuPage Homeland Security Training Institute seeks a 9-1-1 Dispatch Operator Adjunct Faculty candidate to teach 9-1-1 (IAED) certified courses.</p> <ul style="list-style-type: none"> <li>• The appropriate candidate should have 5-10 years previous work experience with emergency dispatching and communication center operations.</li> <li>• Candidates should have a minimum of 3-5 years teaching experience in the 9-1-1 Dispatch/Telecommunications field.</li> <li>• A Bachelor's degree is preferred. However, candidates with a combination of education and experience in the field of emergency dispatch will be considered.</li> <li>• Instructor certification for International Academies of Emergency Dispatchers (IAED) is required.</li> <li>• Ability to perform basic personal computer operations.</li> <li>• Experience with Microsoft PowerPoint presentations software is preferred.</li> <li>• Experience and knowledge with dispatch simulation software is preferred. Opportunities may exist to teach a flexible schedule that may include teaching assignments during days, evenings, and weekends.</li> </ul> <p><b>Ability to teach remotely with technology and experience in online or virtual teaching preferred. Access to personal technology, home computer with appropriate ability to teach online required.</b></p>
<b>Additional Information:</b>	<p><i>College of DuPage does not discriminate against individuals in employment opportunities, programs and/or activities on the basis of race, color, religion, gender, sexual orientation, age, national origin, ancestry, veterans' status, marital status, disability, military status, unfavorable discharge from military service, or on any other basis protected by law.</i></p> <p>To apply please submit your electronic application, unofficial transcripts, a cover letter including a list of three references, a statement of teaching philosophy, and current curriculum vita.          A pre-employment background check at the Colleges' expense is required.</p>

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May 19, 2021

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

**From:** Paula Boggs Muething, City Manager

202101885

**Subject: Emergency Ordinance – Moral Obligation Payments to Living Arrangements for the Developmentally Disabled (LADD), Inc.**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$10,000 from the Other City Obligations contractual services operating budget account no. 050x959x1000x7289 to Living Arrangements for the Developmentally Disabled, Inc. as a moral obligation of the City for payment of charges owed for the City's sponsorship of the Over-The-Rhine International Film Festival in 2018 and 2019.

This Emergency Ordinance authorizes the payment of \$10,000 from the Other City Obligations non-departmental contractual services operating budget account no. 050x959x1000x7289 to Living Arrangements for the Development Disabled (LADD), Inc. as a moral obligation to the City for payment of charges owed for the City's sponsorship of the Over-The-Rhine International Film Festival in 2018 and 2019.

Resources for these payments were not encumbered in prior-fiscal years, which necessitates a moral obligation payment. Sufficient resources are available in the Other City Obligations contractual services operating budget account to pay for the sponsorship.

The reason for the emergency is the immediate need for the City to pay LADD, Inc. for the Over-The-Rhine International Film Festival sponsorship from prior years in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

KMB

AWG

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

- 2021

**AUTHORIZING** a payment of \$10,000 from the Other City Obligations contractual services operating budget account no. 050x959x1000x7289 to Living Arrangements for the Developmentally Disabled, Inc. as a moral obligation of the City for payment of charges owed for the City's sponsorship of the Over-The-Rhine International Film Festival in 2018 and 2019.

WHEREAS, the City was a sponsor of the Over-The-Rhine International Film Festival in 2018 and 2019; and

WHEREAS, resources for these payments were not encumbered in prior fiscal years; and

WHEREAS, sufficient funds are available from the Other City Obligations contractual services operating budget account no. 050x959x1000x7289 to pay for the sponsorship; and

WHEREAS, City Council desires to provide payment to Living Arrangements for the Developmentally Disabled, Inc. for such sponsorship in a total amount of \$10,000; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$10,000 from the Other City Obligations contractual services operating budget account no. 050x959x1000x7289 to Living Arrangements for the Developmentally Disabled, Inc. ("LADD") as a moral obligation of the City for payment of charges owed for the City's sponsorship of the Over-The-Rhine International Film Festival in 2018 and 2019.

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

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 for the City to pay LADD, Inc. for the Over-The-Rhine International Film Festival sponsorship from prior years in a timely manner.

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

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

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

**May 19, 2021**

**To:** Mayor and Members of City Council 202101886  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Ordinance – In-Kind Donations from the Cincinnati Parks Foundation**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, contract services, and pickle ball equipment valued at approximately \$2,893.63, to benefit and improve various City parks.

This Ordinance authorizes the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of parks supplies, contract services, and pickle ball equipment valued at approximately \$2,893.63, to benefit and improve various City parks. A list of in-kind contributions is shown in the table below:

Donated Items	Value
Park Supplies	\$1,332.76
Contract Services	\$1,100.00
Pickle Ball Equipment for Sawyer Point Park	\$460.87
<b>Total</b>	<b>\$2,893.63</b>

Accepting these donations does not require new FTEs or matching resources.

This Ordinance is in accordance with the “Sustain” goal to “Preserve our natural and built environment,” and the strategy to “Protect our natural resources,” as set forth on pages 194-196 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment





# City of Cincinnati

LES

*AWB*

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

- 2021

**AUTHORIZING** the City Manager to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, contract services, and pickle ball equipment valued at approximately \$2,893.63, to benefit and improve various City parks.

WHEREAS, the Cincinnati Parks Foundation intends to donate park supplies, pickle ball equipment, and contract services to the City of Cincinnati to benefit and improve various City parks; and

WHEREAS, the value of the donation is approximately \$2,893.63; and

WHEREAS, there are no FTEs associated with acceptance of this donation; and

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “Preserve our natural and built environment,” and the strategy to “Protect our natural resources,” as set forth on pages 194-196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept in-kind donations from the Cincinnati Parks Foundation of park supplies, pickle ball equipment, and contract services valued at approximately \$2,893.63, to benefit and improve various City parks.

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

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

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

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

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

May 19, 2021

**To:** Mayor and Members of City Council 202101887

**From:** Paula Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – FY 2021 Police Reform and Racial Justice Grant Program**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$175,000 from the United States Conference of Mayors and the Target Corporation, FY21 Police Reform and Racial Justice Grant Program, for the purpose of assisting with expansion of existing Mobile Crisis Response Services for the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the grant funds into revenue account no. 050x8579.

This Emergency Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant for up to the amount of \$175,000 in FY21 Police Reform and Racial Justice Grant Program funds from the United States Conference of Mayors and the Target Corporation for assistance with expansion of current mental health response efforts.

The grant funds would be used to fund a contract position in partnership with Hamilton County, for which a Memorandum of Understanding (MOU) would be established. This Emergency Ordinance should also authorize the Finance Director to deposit the grant funds into revenue account no. 050x8579.

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

The reason for the emergency is the need to ensure timely acceptance of grant funds.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment





EMERGENCY

City of Cincinnati

LES

*AWL*

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

- 2021

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of \$175,000 from the United States Conference of Mayors and the Target Corporation, FY21 Police Reform and Racial Justice Grant Program, for the purpose of assisting with expansion of existing Mobile Crisis Response Services for the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the grant funds into revenue account no. 050x8579.

WHEREAS, on January 1, 2021, the Hamilton County Mental Health and Recovery Services Board (“Hamilton County”) entered into a Purchase of Service contract with Central Clinic – Outpatient Services (“CCOS”) for the provision of mental health, addiction, and prevention services including Mobile Crisis Response Services; and

WHEREAS, in accordance with the terms of the CCOS contract, certain Mobile Crisis Response Services are designated for the Cincinnati Police Department (“CPD”) and paid for by Hamilton County, utilizing its funding sources; and

WHEREAS, the City has requested that Hamilton County amend the CCOS contract to expand the Mobile Crisis Response Services under the CCOS contract; and

WHEREAS, to support the expansion of the Mobile Crisis Response Services for CPD, the City entered into a Memorandum of Understanding (“MOU”) with Hamilton County to provide funding which would allow Hamilton County to amend the CCOS contract to provide the additional Mobile Crisis Response Services to CPD; and

WHEREAS, a grant in the amount of \$175,000 is available from the United States Conference of Mayors and the Target Corporation, FY21 Police Reform and Racial Justice Grant Program, which will allow the City to provide funds for the expansion of Mobile Crisis Response Services; and

WHEREAS, there are no City employee FTEs associated with this grant, however the grant funds will be used to satisfy the City’s obligations under the MOU, which include the hiring of a Mobile Crisis Team social worker in order to expand the Mobile Crisis Response Services for CPD; and

WHEREAS, the grant application deadline is June 15, 2021, and the City Manager intends to apply by this date, but funding will not be accepted without authorization by City Council; and

WHEREAS, acceptance of the grant will not require matching funds from the City; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “Create a more livable community” as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant in the amount of \$175,000 from the United States Conference of Mayors and the Target Corporation, FY21 Police Reform and Racial Justice Grant Program, for the purpose of assisting with expansion of existing Mobile Crisis Response Services for the Cincinnati Police Department.

Section 2. That the Finance Director is authorized to deposit the grant funds into revenue account no. 050x8579.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to ensure timely acceptance of grant funds.

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

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

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

May 19, 2021

**To:** Mayor and Members of City Council 202101888

**From:** Paula Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – LeBlond Recreation Center Walking Trail Grant**

---

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x199x211917, “ODNR LeBlond Walking Trail Grant,” for the purpose of providing grant resources for the engineering, design, and construction of a 0.25 mile long trail connecting the LeBlond Playground to the St. Rose Soccer Field; and **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$120,000 from the NatureWorks grant program awarded by the State of Ohio, Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x199x211917, “ODNR LeBlond Walking Trail Grant,” for the purpose of assisting the Cincinnati Recreation Commission with the construction of a walking trail at the LeBlond Recreation Center.

This Emergency Ordinance authorizes the City Manager to establish capital improvement program project account no. 980x199x211917, “ODNR LeBlond Walking Trail Grant,” for the purpose of providing grant resources for the engineering and design work required for the construction of a 0.25 mile long trail that would connect the LeBlond Playground to the St. Rose Soccer Field and will also authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$120,000 from the State of Ohio, Ohio Department of Natural Resources (ODNR) NatureWorks grant program to newly established capital improvement program project account no. 980x199x211917, “ODNR LeBlond Walking Trail Grant,” to assist with the construction of a walking trail at the LeBlond Recreation Center located at 2335 Riverside Drive. This trail is a total of 0.25 miles long and would connect the LeBlond Playground to the St. Rose Soccer Field. The City property along Riverside Drive was previously swapped with property along the river so this trail could be installed. Construction will include the engineering and design work required.

NatureWorks is funded through the Ohio Parks and Natural Resources Bond Issue. The NatureWorks grant program provides up to 75% project funding. The required 25% match of \$40,000 will be partially offset by Cincinnati Recreation Commission (CRC) providing engineering and design services and in-kind labor contributed by department staff. The remaining need for the local match will come from resources available in Outdoor Facilities Renovation capital improvement program project accounts. The department will have submitted the grant application prior to City Council authorization of this ordinance in order to meet the application deadline of June 1, 2021. No resources will be accepted without authorization from the City Council. There are no new FTE's associated with this grant.

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

The reason for the emergency is the immediate need to apply for, accept, and appropriate the grant resources in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment



EMERGENCY

City of Cincinnati

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*AWB*

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

- 2021

**ESTABLISHING** new capital improvement program project account no. 980x199x211917, “ODNR LeBlond Walking Trail Grant,” for the purpose of providing grant resources for the engineering, design, and construction of a 0.25 mile long trail connecting the LeBlond Playground to the St. Rose Soccer Field; and **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in an amount up to \$120,000 from the NatureWorks grant program awarded by the State of Ohio, Ohio Department of Natural Resources to newly established capital improvement program project account no. 980x199x211917, “ODNR LeBlond Walking Trail Grant,” for the purpose of assisting the Cincinnati Recreation Commission with the construction of a walking trail at the LeBlond Recreation Center.

WHEREAS, the Cincinnati Recreation Commission plans to build a walking trail to connect the LeBlond Playground to the St. Rose Soccer Field (“LeBlond Walking Trail”) that will be 0.25 miles long; and

WHEREAS, the LeBlond Walking Trail is eligible for the NatureWorks grant program, which is funded through the Ohio Parks and Natural Resources Bond Issue and will provide up to 75% project funding and require a 25% match; and

WHEREAS, the required match of \$40,000 will be partially offset by Cincinnati Recreation Commission (“CRC”) staff providing engineering and design services as in-kind labor, and the remaining local match amount will come from resources available in capital improvement program project account no. 980x199x211900, “Outdoor Facilities Renovation”; and

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

WHEREAS, the application deadline for these grant resources is June 1, 2021, and CRC intends to apply by this date, but funding will not be accepted without authorization by City Council; and

WHEREAS, the LeBlond Walking Trail is in accordance with the Plan Cincinnati goal to “Develop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategies to “Expand options for non-automotive travel,” and “Plan, design, and implement a safe and sustainable transportation system,” as described on pages 129-138 of Plan Cincinnati (2012); 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 establish new capital improvement program project account no. 980x199x211917, "ODNR LeBlond Walking Trail Grant," for the purpose of providing resources for the engineering, design, and construction of a 0.25 mile trail connecting the LeBlond Playground to the St. Rose Soccer Field.

Section 2. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in an amount up to \$120,000 from the State of Ohio, Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x199x211917, "ODNR LeBlond Walking Trail Grant," for the purpose of assisting the Cincinnati Recreation Commission with the construction of a walking trail at the LeBlond Recreation Center.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to apply for, accept, and appropriate the grant resources in a timely manner.

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

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

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

May 19, 2021

**To:** Mayor and Members of City Council 202101889  
**From:** Paula Boggs Muething, City Manager  
**Subject: Emergency Ordinance – Clark Schaefer Hackett Moral  
Obligation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$34,837 from the Audit and Examiner’s Fees non-departmental, non-personnel operating budget account no. 050x941x0000x7289 as a moral obligation to Clark Schaefer Hackett for consulting and preparation assistance with the Comprehensive Annual Financial Report for the City of Cincinnati.

Approval of this Emergency Ordinance authorizes the payment of \$34,837 as a moral obligation to Clark Schaefer Hackett for consulting and preparation assistance with the Comprehensive Annual Financial Report (CAFR) for the City of Cincinnati. Due to COVID-19 and working remotely, two invoices inadvertently went unpaid while Clark Schaefer Hackett was still under contract with the City, which necessitates a moral obligation payment.

This Emergency Ordinance also authorizes the Finance Director to make a payment of \$34,837 from the Audit and Examiner’s Fees non-departmental, non-personnel operating budget account no. 050x941x0000x7289, to Clark Schaefer Hackett as a moral obligation of the City of Cincinnati, for consulting and preparation assistance with the Comprehensive Annual Financial Report for the City of Cincinnati. Sufficient funds are available for this expense.

The reason for the emergency is the immediate need for the Finance Department to timely pay Clark Schaefer Hackett for consulting and preparation assistance with the Comprehensive Annual Financial Report.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

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

-2021

**AUTHORIZING** the payment of \$34,837 from the Audit and Examiner’s Fees non-departmental, non-personnel operating budget account no. 050x941x0000x7289 as a moral obligation to Clark Schaefer Hackett for consulting and preparation assistance with the Comprehensive Annual Financial Report for the City of Cincinnati.

WHEREAS, in 2020, the City of Cincinnati Finance Department engaged Clark Schaefer Hackett to consult and assist in the preparation of the Comprehensive Annual Financial Report for the City of Cincinnati; and

WHEREAS, due to COVID-19 and working remotely, two invoices inadvertently went unpaid while Clark Schaefer Hackett was still under contract with the City; and

WHEREAS, when this oversight was discovered, the proper amount of funds was not certified to the contract with Clark Schaefer Hackett; and

WHEREAS, sufficient funds are available from the Audit and Examiner’s Fees non-departmental, non-personnel operating budget account no. 050x941x0000x7289 to pay for the services provided by Clark Schaefer Hackett; and

WHEREAS, City Council desires to provide payment for such services in the amount of \$34,837; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$34,837 from the Audit and Examiner’s Fees non-departmental, non-personnel operating budget account no. 050x941x0000x7289 as a moral obligation to Clark Schaefer Hackett for payment of charges owed for consulting and preparation assistance with the Comprehensive Annual Financial Report for the City of Cincinnati.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preparation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Finance Department to timely pay Clark Schaefer Hackett for consulting and preparation assistance with the Comprehensive Annual Financial Report.

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

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

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

**May 19, 2021**

**To:** Mayor and Members of City Council 202101890  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – Moral Obligation Payment to the Applied Policy Research Institute**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$11,287.12 from the Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x264x7110x7289 as a moral obligation to the Applied Policy Research Institute at Wright State University for the 2020 Community Health Assessment update.

This Emergency Ordinance will authorize the payment of \$11,287.12 from the Cincinnati Health Department as a moral obligation to the Applied Policy Research Institute at Wright State University for the 2020 Community Health Assessment update. This moral obligation payment is necessary due to requesting and receiving services without a contract. The Emergency Ordinance will also authorize the Director of Finance to make a payment from the Health Department's non-personnel operating budget account no. 416x264x7110x7289.

The reason for the emergency is the immediate need for the Health Department to make a payment to the Applied Policy Research Institute in a timely manner for services related to the 2020 Community Health Assessment update.

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

Attachment

EMERGENCY

City of Cincinnati

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

- 2021

**AUTHORIZING** the payment of \$11,287.12 from the Health Department’s Cincinnati Health District Fund non-personnel operating budget account no. 416x264x7110x7289 as a moral obligation to the Applied Policy Research Institute at Wright State University for the 2020 Community Health Assessment update.

WHEREAS, the City of Cincinnati Health Department engaged the Applied Policy Research Institute at Wright State University (“Institute”) to complete the 2020 Community Health Assessment update; and

WHEREAS, the contract expired but the Institute continued to provide necessary services to the City; and

WHEREAS, sufficient funds are available from the Health Department’s Cincinnati Health District Fund non-personnel operating budget account no. 416x264x7110x7289 to pay for the services provided by the Institute; and

WHEREAS, City Council desires to provide payment for such services in the amount of \$11,287.12; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$11,287.12 from the Health Department’s Cincinnati Health District Fund non-personnel operating budget account no. 416x264x7110x7289 as a moral obligation to the Applied Policy Research Institute at Wright State University for the 2020 Community Health Assessment update.

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

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

the immediate need for the Health Department to make a payment to the Applied Policy Research Institute in a timely manner for services related to the 2020 Community Health Assessment update.

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

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

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

Date: May 19, 2021

To: Mayor and Members of City Council 202101893  
From: Paula Boggs Muething, City Manager  
Subject: LEGISLATIVE RESOLUTION – 2020 SIDEWALK SAFETY PROGRAM – EMERGENCY  
SIDEWALK REPAIRS AT A VARIETY OF LOCATIONS

---

Attached is a legislative resolution captioned as follows:

DECLARING the need for emergency repairs that have been made to sidewalks, sidewalk areas, curbs, or gutters at a variety of locations in the City and the need for levying assessments for the cost of such repairs on the abutting properties in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

This resolution will declare the necessity of special assessments upon certain property bounding and abutting streets within the City of Cincinnati for the purpose of paying the cost and expense of repairing, reconstructing, and constructing concrete sidewalks, driveways, and curbs as per attached Exhibit A.

The property owners were notified of the need for repairs. In lieu of making the repairs themselves, these property owners notified the City in writing to have the City contractor make the necessary repairs.

Ultimately, unpaid assessments will be certified to the County Auditor for collection by the County Treasurer, in the same manner as real estate taxes.

The Administration recommends passage of the attached legislative resolution.

Attachment I – Exhibit A, Locations of Sidewalk Repairs

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

# Legislative Resolution

JRS *AWB*

RESOLUTION NO. \_\_\_\_\_ - 2021

**DECLARING** the need for emergency repairs that have been made to sidewalks, sidewalk areas, curbs, and/or gutters at a variety of locations in the City and the need for levying assessments for the cost of such repairs on the abutting properties in accordance with Cincinnati Municipal Code Sections 721-149 to 721-169.

WHEREAS, Chapter 721 of the Cincinnati Municipal Code requires property owners to keep the sidewalks, sidewalk area, curbs, and gutters abutting their properties safe and in good repair; and

WHEREAS, City inspectors have documented the need for emergency sidewalk repairs adjacent to each of the properties listed in Exhibit A attached hereto and incorporated herein by reference (the "Properties"); and

WHEREAS, Cincinnati Municipal Code Section 721-165 authorizes the City to make emergency repairs without prior notice to the abutting property owner if necessary to provide for public safety and also to bill the owner for the cost of the work; and

WHEREAS, for the Properties, the City provided prior written notice of the emergency sidewalk conditions and the need for repairs to each property owner, which included notice that failure by an owner to permanently repair an emergency condition would result in the City performing the repair at the property owner's cost; and

WHEREAS, under Cincinnati Municipal Code Section 721-169, if a property owner fails to pay the City's bill for the cost of the work within 30 days, the City may levy an assessment on the abutting property for the cost of the work, which shall be collected by the County Treasurer in the same manner as real estate taxes; and

WHEREAS, by this resolution the City declares the need for emergency repairs to sidewalks, sidewalk areas, curbs, or gutters abutting the Properties and the need for the levying of an assessment, by subsequent ordinance, for the cost of the work against each such property if the property owner fails to pay the City's bill within 30 days; now, therefore,

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

Section 1. That the making of emergency repairs to the sidewalks, sidewalk areas, curbs and/or gutters abutting certain properties at certain miscellaneous locations within the City, as

identified in Exhibit A attached hereto and incorporated herein by reference, is hereby declared necessary for public safety in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

Section 2. That the work performed by the City shall be accomplished in accordance with plans and specifications on file in the Clerk of Council's office which are hereby approved.

Section 3. That Council finds that the City shall be responsible for two percent of the cost of the work and that the balance of the cost of the work shall be charged to the abutting property owners in the amounts shown in Exhibit A hereto.

Section 4. That a property owner who fails to pay the City's bill within 30 days shall, by subsequent ordinance, have an assessment levied upon such property for the cost of the work which shall be collected by the County Treasurer.

Section 5. That if a property owner does not pay the assessment in cash and, prior to the billing statement due date, does not indicate to the Director of the City's Department of Transportation and Engineering the property owner's election to pay the assessment over three, five, ten, or twenty years, the City shall assess the property for a period of three years. The interest rate charged shall correspond to the City-adopted rates in effect at the time Council passes the assessing ordinance for the respective property. The 2021 rates are 3.16% for three years, 3.36% for five years, 3.93% for ten years, and 4.46% for twenty years. Assessments not timely paid shall be certified to the County Auditor for collection by the County Treasurer in the same manner as real estate taxes are collected.

Section 6. That notice of the passage of this resolution shall be given pursuant to Chapter 729 of the Ohio Revised Code and Section 721.153 of the Cincinnati Municipal Code.

Section 7. That this legislative resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

# EXHIBIT A

## 2020 SSP Emergency Locations

Total Construction Cost: \$29,870.49

2020 Dist 2 (Fall) Emergency	\$3,725.28
2020 Dist 2 (Summer) Emergency	\$11,668.02
2020 Dist 3 (Summer) Emergency	\$6,993.09
2020 Dist 4 (Fall) Emergency	\$6,669.00
2020 Dist 5 (Summer) Emergency	\$815.10

**Group Name: 2020 Dist 2 (Fall) Emergency**

	<b>Location:</b>	<b>Parcel:</b>	<b>Construction Cost:</b>
1	6420 GRAND VISTA Av	0124-0003-0029	\$1,697.28
2	6814 HURD Av	0037-0003-0381	\$2,028.00

**Group Name: 2020 Dist 2 (Summer) Emergency**

	<b>Location:</b>	<b>Parcel:</b>	<b>Construction Cost:</b>
3	221 CONGRESS Av	0028-0003-0130	\$838.50
4	223 CONGRESS Av	0028-0003-0129	\$1,155.96
5	6561 KNOTTYPINE Dr	0001-0004-0147	\$1,185.60
6	1730 MADISON Rd	0055-0006-0069	\$1,230.06
7	3546 PEMBROKE Av	0038-0A03-0100	\$2,558.40
8	3548 PEMBROKE Av	0038-0A03-0101	\$1,111.50
9	2514 RITCHIE Av	0047-0001-0043	\$3,588.00

**Group Name: 2020 Dist 3 (Summer) Emergency**

	<b>Location:</b>	<b>Parcel:</b>	<b>Construction Cost:</b>
10	488 CRESTLINE Av	0177-0034-0036	\$296.40
11	3036 JUNIETTA Av	0210-0074-0054	\$4,334.85
12	2910 MONTANA Av	0210-0076-0007	\$2,361.84

**Group Name: 2020 Dist 4 (Fall) Emergency**

	<b>Location:</b>	<b>Parcel:</b>	<b>Construction Cost:</b>
13	4064 BEECHWOOD Av	0115-0006-0018	\$6,372.60
14	7236 READING Rd	0117-0009-0316	\$296.40

**Group Name: 2020 Dist 5 (Summer) Emergency**

	<b>Location:</b>	<b>Parcel:</b>	<b>Construction Cost:</b>
15	2803 Clifton Av	0101-0006-0114	\$815.10

May 19, 2020

To: Mayor and Members of City Council 202101901  
From: Paula Boggs Muething, City Manager  
Subject: **LEED CRA TAX EXEMPTION FOR PENDLETON HOUSING PARTNERS, LP**

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Attached is an Emergency Ordinance captioned as follows:

**APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Pendleton Housing Partners, L.P., thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 210 E. 13th Street, 402-404 E. 13th Street, 409-415 E. 13th Street (415 E. 13th Street a/k/a 1207 Spring Street), 421 E. 13th Street, 430 E. 12th Street, 511-513 E. 12th Street, 557-563 E. 13th Street (a/k/a 610-612 Reading Road), 1210 Spring Street, 1320 Pendleton Street, 1336-1338 Broadway Street, 1347 Broadway Street, 500-502 E. 12th Street, and 500 E. 13th Street, in the Pendleton neighborhood of Cincinnati, in connection with the remodeling of existing buildings into approximately 81,048 square feet of residential space consisting of 78 residential units, at a total construction cost of approximately \$10,000,000.

### **BACKGROUND/CURRENT CONDITIONS**

Pendleton Housing Partners, Limited Partnership owns and intends to renovate Seventy-eight (78) affordable apartment units located in eighteen (18) historic buildings scattered across the Pendleton neighborhood of Cincinnati. The occupied eighteen (18) buildings range from 2 to 4 stories. Over the last 36 years, the units have been operated as one community and covered by a single Section 8 Housing Assistance Payment (HAP) contract. In the fall of 2020, the Developer was awarded 4% Low-Income Housing Tax Credits (LIHTC) by the Ohio Housing Finance Agency (OHFA) to renovate these buildings.

### **DEVELOPER INFORMATION**

Pendleton Apartments L.P. is a partnership between Pendleton Housing Management, LLC (the "General Partner") and Stephen R. Whyte (the "Limited Partner"). Pendleton Housing Management, LLC is owned by Vitus Development IV,

LLC, a Delaware limited liability company. Stephen R. Whyte is also the President of Vitus.

In the past 25 years, Vitus has developed over 100 affordable properties in 26 states consisting of over 10,000 units and over \$1.2 Billion in total investment. Their portfolio includes a combination of LIHTC and Section 8 communities in both urban and rural settings.

## **PROJECT DESCRIPTION**

The Pendleton III Apartments project will consist of the substantial rehabilitation of the eighteen (18) scattered historic apartment buildings in the Pendleton neighborhood of Cincinnati. The two to four-story residential structures contain seventy-eight (78) units currently affordable and will remain affordable to families earning sixty percent (60%) of the area median. In addition to preserving low-income housing within the City of Cincinnati, all buildings associated with the development fall within and contribute to the Over-The-Rhine Historic District. The rehabilitation involved with this project will preserve a valuable asset in our urban city center and help bring the quality of the buildings back to market levels.

The seventy-eight (78) units will include eleven (11) studios, twelve (12) one-bedrooms, twenty-four (24) two-bedrooms, twenty-one (21) three-bedrooms, eight (8) four-bedrooms, and two (2) five-bedroom. These larger unit sizes will allow a full spectrum of small to large families to live together in quality housing that does not create financial hardship. Total rents are projected at \$1,015 for studio, \$1,240 for one-bedrooms, \$1,690 for two-bedrooms, and \$2,115 for three-bedrooms, \$2,440 for four-bedrooms, and \$2,865 for five-bedrooms. All units' rents will be subsidized by the Department of Housing and Urban Development so that tenants will pay no more than 30% of their household income on housing costs.

Total project cost is projected at \$23.4 million, with construction cost at approximately \$10 million. Pendleton III Apartments will attract \$6.5 million in LIHTC equity, \$1.7 Million in historic tax credits, a \$2.4 Million Deferred Developer fee, and approximately \$640,000 in developer equity with no cash subsidy from the City.

Construction will be completed in 12 months and will support the creation of 42 temporary construction jobs with a total annual payroll of \$753,604 million. The project will retain at least three (3) part-time permanent on-site jobs in case management and facilities management generating \$172,488 in annual payroll.

Pendleton III Apartments achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. Additionally, the project accomplishes Plan Cincinnati's Sustain Goal 2 (pages 192-197) of preserving our natural and built environment by preserving historic buildings in the Pendleton neighborhood.

**PROPOSED INCENTIVE**

DCED is recommending a 15-year, net 52% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the renovation.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Pendleton neighborhood's Streetcar VTICA Area. The project is a historic renovation and will not seek LEED certification or any comparable certification. Therefore, the project is subject to financial gap analysis. The project merits a fifteen-year (15 years) net 52% CRA Tax Abatement based on the following criteria.

- Due to the deep affordability requirements set by non-competitive LIHTC and the existing HAP contracts on all units.
- Without the CRA tax abatement, cash flow will be significantly reduced, and the project would not support the debt service required to complete the historic rehabilitation.

<b>SUMMARY</b>	
<b>Forgone Public Benefit if Project Does not Proceed</b>	
CPS PILOT (Forgone New Revenue)	(\$919,199)
VTICA (Forgone New Revenue)	(\$417,818)
Income Tax (Forgone New Revenue)	(\$70,159)
<b>Total Public Benefit Lost</b>	<b>(\$1,407,177)</b>
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$96,562
<b>Total Term Incentive to Developer</b>	<b>\$1,448,435</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$359,494</b>
<b>Public Benefit</b>	
CPS PILOT	
Annual CPS Pilot	\$61,280
Total Term CPS PILOT	<b>\$919,199</b>
VTICA	
Annual VTICA	\$27,855
Total Term VTICA	<b>\$417,818</b>
Income Tax (Max)	<b>\$70,159</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$1,407,177</b>
Total Public Benefit ROI*	\$0.97
City's ROI*	\$3.91

**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. This Ordinance is an emergency in nature so that the Developer can adhere to a strict

LEED CRA Tax Exemption  
*Pendleton Housing Partners, LP*  
Page 4 of 5

construction timeline, which will allow units to be placed in service by LIHTC deadlines.

Attachment: A. Property location and development renderings

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

**Attachment A: Location and Photographs**



*Property Location,  
200, 402-404, 409-415, 421, 430, 500, 511-513, & 557-563 East 13<sup>th</sup> Street, and 1210  
Spring Street, and 1320 Pendleton Street, and 1336-1338 & 1347 Broadway Street,  
and 500-502 East 12<sup>th</sup> Street.*



*Select Development Rendering*

EMERGENCY

City of Cincinnati

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

- 2021

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Pendleton Housing Partners, L.P., thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 210 E. 13th Street, 402-404 E. 13th Street, 409-415 E. 13th Street (415 E. 13th Street a/k/a 1207 Spring Street), 421 E. 13th Street, 430 E. 12th Street, 511-513 E. 12th Street, 557-563 E. 13th Street (a/k/a 610-612 Reading Road), 1210 Spring Street, 1320 Pendleton Street, 1336-1338 Broadway Street, 1347 Broadway Street, 500-502 E. 12<sup>th</sup> Street, and 500 E. 13<sup>th</sup> Street, in the Pendleton neighborhood of Cincinnati, in connection with the remodeling of existing buildings into approximately 81,048 square feet of residential space consisting of 78 residential units, at a total construction cost of approximately \$10,000,000.

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

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

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

WHEREAS, Pendleton Housing Partners, L.P. (the “Company”) desires to remodel existing buildings located on real property at 210 E. 13th Street, 402-404 E. 13th Street, 409-415 E. 13th Street (415 E. 13th Street a/k/a 1207 Spring Street), 421 E. 13th Street, 430 E. 12th Street, 511-513 E. 12th Street, 557-563 E. 13th Street (a/k/a 610-612 Reading Road), 1210 Spring Street, 1320 Pendleton Street, 1336-1338 Broadway Street, 1347 Broadway Street, 500-502 E. 12<sup>th</sup> Street, and 500 E. 13<sup>th</sup> Street, located within the corporate boundaries of the City of Cincinnati, into approximately 81,048 square feet of residential space consisting of 78 residential units (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a *Community Reinvestment Area Tax Exemption Agreement*, in

substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with Pendleton Housing Partners, L.P. (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 210 E. 13th Street, 402-404 E. 13th Street, 409-415 E. 13th Street (415 E. 13th Street a/k/a 1207 Spring Street), 421 E. 13th Street, 430 E. 12th Street, 511-513 E. 12th Street, 557-563 E. 13th Street (a/k/a 610-612 Reading Road), 1210 Spring Street, 1320 Pendleton Street, 1336-1338 Broadway Street, 1347 Broadway Street, 500-502 E. 12<sup>th</sup> Street, and 500 E. 13<sup>th</sup> Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of existing buildings into approximately 81,048 square feet of residential space consisting of 78 residential units, to be completed at a total construction cost of approximately \$10,000,000.

Section 2. That Council authorizes the City Manager:

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

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

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

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

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

**Attachment A to Ordinance**  
CRA Tax Exemption Agreement

SEE ATTACHED

## Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and PENDLETON HOUSING PARTNERS, L.P., an Ohio limited partnership (the "Company").

## Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 210 E. 13<sup>th</sup> Street, 402-404 E. 13<sup>th</sup> Street, 409-415 E. 13<sup>th</sup> Street (415 E. 13<sup>th</sup> Street a/k/a 1207 Spring Street), 421 E. 13<sup>th</sup> Street, 430 E. 12<sup>th</sup> Street, 511-513 E. 12<sup>th</sup> Street, 557-563 E. 13<sup>th</sup> Street (a/k/a 610-612 Reading Road), 1210 Spring Street, 1320 Pendleton Street, 1336-1338 Broadway Street, 1347 Broadway Street, 500-502 E. 12<sup>th</sup> Street, 500 E. 13<sup>th</sup> Street, Cincinnati, Ohio 45202 (collectively 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 18 multifamily homes located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to pay for streetcar operations that specially benefit the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2021, passed by Cincinnati City Council on \_\_\_\_\_, 2021.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

**Section 1. Project.** Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel existing buildings on the Property to include approximately 81,048 square feet of residential space consisting of 78 residential units (the "Improvements") at an estimated aggregate cost of \$10,000,000.00 to commence after the execution of this Agreement and to be completed no later than June 30, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in their discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

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

remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2022 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the fifteenth (15<sup>th</sup>) year of exemption.

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

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement

including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.<sup>1</sup>

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

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

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

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

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

(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

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

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 three (3) existing full-time permanent employees at the Property with an annual payroll of \$172,488 (the "**Retained Jobs**") and no other existing employment in the State of Ohio or the City of Cincinnati.

Section 13. Job Creation and Retention.

A. Jobs to be Retained by Company. The Company agrees to use its best efforts to retain the Retained Jobs at the Property in connection with the Project.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create 42 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 permanent jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$753,604 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 twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

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(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been

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

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

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

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

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Pendleton Housing Partners, L.P.  
Attention: Brooke Shorett, Director, Development Manager  
415 1<sup>st</sup> Avenue N # 19240  
Seattle, Washington 98109

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the

assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

PENDLETON HOUSING PARTNERS, L.P.,  
an Ohio limited partnership

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

By: Pendleton Housing Management, LLC, an  
Ohio limited liability company, its General  
Partner

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

By: Vitus Development IV, LLC, a  
Delaware limited liability company.  
its Sole Member and Manager

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

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

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

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

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

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

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

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

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

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

**Exhibit A to CRA Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT "A"**

**PARCEL A:**

**210 East 13TH STREET**

**Auditor's Parcel Nos. 75-4-44**

**Situate in Section 18, Town 4, Fractional Range 1, Stars Township, City of Cincinnati, Hamilton County, Ohio, and being part of Out Lot 21 as recorded in Deed Book E2 at Page 66 of the Hamilton County Recorder's Office and being more particularly described as follows:**

**Beginning at a point 118.00 feet East of the Northeast corner of Main Street and East 13th Street;**

**Thence from said place of beginning North 15 deg. 40' West, 100.07 feet (100' more or less Deed) South line of Bland Alley;**

**Thence North 74 deg. 20' East, 18.00 feet along the South line of Bland Alley;**

**Thence South 15 deg. 40' East, 100.07 feet (100 feet more or less Deed) to the North line of East 13th Street;**

**Thence South 74 deg. 20' West, 18.00 feet along the North line of East 13th Street; to the place of beginning.**

**Containing 0.0414 acres of land and being subject to all easements of record.**

**PARCEL B AND C:**

**402-404 East 13TH STREET**

**Auditor's Parcel Nos. 75-2-37 and 75-2-38**

**Situated in the City of Cincinnati, County of Hamilton and State of Ohio:**

**And being more particularly described as follows:**

**Being Lots #2 and #3 in the Subdivision of that certain tract of land bounded on the East by Spring Street, South by Woodward Street, West by Broadway and North by a line running parallel with Woodward Street, said Lots #2 and #3 being each 22 feet and fronting on the North side of Woodward Street by a uniform depth of 55 feet and 9 inches.**

**Containing 0.0563 acres of land and being subject to all legal easements of record.**

**Also being more certainly known as Lots 2 and 3 of Dewey Subdivision, Stars Township, Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio.**

**PARCEL D:**

**409 East 13TH STREET**

**Auditor's Parcel No. 75-3-9**

**Exhibit "A" continued**

Situated in Section 18, Town 4, Fractional Range 1, in the City of Cincinnati, County of Hamilton, State of Ohio, and described as follows:

All of Lot #10 as designated in Subdivision of lots situated between Broadway, Woodward and Pendleton Streets and the Cincinnati, Lebanon and Springfield Turnpike, the plat of which is recorded in Book 128, Pages 592 and 593, Hamilton County, Ohio Records, said lot fronting 23 feet and 1 inch on the South side of East 13th (formerly Woodward) Street, and running Southwardly 88 feet 6 inches, the Southwest corner of said Lot forming an angle so that the West line of said lot measures only 84 1/2 feet.

Containing 0.0468 acres of land and being subject to all legal highways and easements of record.

**PARCEL E, F AND G.**

**411-413-415 East 13TH STREET (415 East 13th Street a/k/a/ 1207 Spring Street)**

Auditor's Parcel Nos. 75-3-10; 75-3-11 and 75-3-12

Situate in Section 18, Town 4, Fractional Range 1, Starns Township, City of Cincinnati, Hamilton County, Ohio, and being lots 11, 12 and 13 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592 and being more particularly described as follows:

Beginning at the Southwest corner of Spring Street and East 13th Street;

Thence from said place of beginning, South 15 deg. 59' 30" East along the West line of Spring Street, 88.50 feet;

Thence 74 deg. 03' West, 63.14 feet (63.10 feet plat);

Thence South 15 deg. 59' 30" East, 88.50 feet to a point in the South line of East 13th Street;

Thence North 74 deg. 03' East along the South line of East 13th Street, 63.14 (63.10 Plat) to the place of beginning.

Containing 0.1282 acres of land and being subject to all legal highways and easements of record.

Subject to a Party Wall Agreement, set forth in Deed Book 179, Page 18, Hamilton County, Ohio, Recorder's Office.

**PARCEL H:**

**421 East 13TH STREET**

Auditor's Parcel No. 75-3-57

Situated in Section 30, Town 4, Fractional Range 1, Starns Township, City of Cincinnati, Hamilton County, Ohio, and being Lot 16 of Joseph Ferneding's Subdivision as recorded in Plat Book 1, Page 216 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at the Intersection of the Easterly line of Spring Street and the Southerly line of East 13th Street;

**Exhibit "A" continued**

Thence North 74 deg. 04' 30" East, 45.14 feet (45.00 Plat) to the Northwest corner of said lot 16 and the real place of beginning;

Thence along East 13th Street, North 74 deg. 04' 30" East, 20.06 feet (20.00 feet plat);

Thence South 15 deg. 59' 30" East, 88.50 feet to the Northerly line of Levering Alley; having a right of way 10.00 feet;

Thence along said Northerly line South 74 deg. 04' 30" West, 20.06 (20.00 feet plat);

Thence North 15 deg. 59' 30" West, 88.50 feet to the place of beginning.

Containing 0.0408 acres of land and subject to all legal highways and easements of record.

**PARCEL I:**

**430 East 12TH STREET**

Auditor's Parcel No. 75-3-70

Situated in Section 30, Town 4, Fractional Range 1, Storms Township, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 25 of Joseph Ferneding's Subdivision as recorded in Plat Book 1, Page 216 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at the intersection of the Westerly line of Pendleton Street and the Northerly line of East 12th Street;

Thence South 74 deg. 04' 30" West, 41.72 feet (41.40' Plat) to the Southeast corner of said Lot 25 and the real place of beginning;

Thence along East 12th Street, South 74 deg. 04' 30" West, 20.06 feet (20.00 feet plat);

Thence North 15 deg. 59' 30" West, 88.85 feet (88.50 Plat) to the Southerly line of Bolivar Alley, having a right of way of 10.00 feet;

Thence along said Southerly line North 74 deg. 04' 30" East, 20.06 feet (20.00 feet plat);

Thence South 15 deg. 59' 30" East, 88.85 feet (88.50 Plat) to the place of beginning.

Containing 0.049 acres of land and subject to all legal highways and easements of record.

**PARCEL J AND K:**

**511-513 East 12TH STREET**

Auditor's Parcel Nos. 75-3-143 and 75-3-144

Situated in Section 18, Town 4, Fractional Range 1, Storms Township, in the City of Cincinnati, County of Hamilton and being more particularly described as follows:

Beginning at a point 120.00 feet East of the Northeast corner of Pendleton Street and East 12th Street;

**Exhibit "A" continued**

Thence from said point of beginning, North 73 deg. 58' East 50.03 feet along the South line of East 12th Street;

Thence South 15 deg. 58' East, 104.66 feet;

Thence South 54 deg. 37' West, 53.05 feet;

Thence North 15 deg. 58' West, 122.23 feet to the South line of East 12th Street and the place of beginning.

Containing 0.1303 acres of land and being subject to all legal highways and easements of record.

**PARCEL L:**

557-563 East 13TH STREET (a/k/a 610-612 Reading Road)

Auditor's Parcel No. 75-3-119

Situate in Section 18, Town 4, Fractional Range 1, Storms Township, City of Cincinnati, Hamilton County, Ohio, being more particularly described as follows:

Beginning at a point in the South side of 13th Street, formerly Woodward Street, North 73 deg. 58' East, 700.84 feet East of Pendleton Street;

Thence South on a line parallel with Pendleton Street South 16 deg. 12' 30" East, 85.15 feet to a 10 foot alley, known as Bolivar Alley, formerly Anna Alley;

Thence East along the North side of said alley, North 73 deg. 58' East, 30.74 feet to the West side of Reading Road, formerly Hunt Street;

Thence Northwardly along the West side of Reading Road, North 22 deg. 06' 30" East, 108.26 feet, to the Southwest corner of Reading Road and 13th Street;

Thence West along the South side of 13th Street, South 73 deg. 58' West, 97.87 feet to the place of beginning.

**PARCEL M:**

1210 SPRING STREET

Auditor's Parcel No. 75-3-55

Situated in Section 30, Town 4, Fractional Range 1, Storms Township, City of Cincinnati, Hamilton County, Ohio and being all of Lot 14 of Joseph Farneding's Subdivision and being more particularly described as follows.

Beginning at the Intersection of the Easterly line of Spring Street and the Southerly line of East 13th Street, said point being the Northwest corner of said Lot 14;

Thence along the Southerly line of East 13th Street, North 74 deg. 04' 30" East, 25.08 feet (25.00 feet Plat);

**Exhibit "A" continued**

Thence South 15 deg. 59' 30" East, 88.50 feet to the Northerly line of Levering Alley, having a right of way of 10.00 feet;

Thence along said Northerly line, South 74 deg. 04' 30" West, 25.08 feet (25.00 feet Plat) to the Easterly line of Spring Street;

Thence along said Easterly line, North 15 deg. 59' 30" West, 88.50 feet to the place of beginning.

Containing 0.0510 acres of land and being subject to all legal highways and easements of record.

**PARCEL N:**

1320 PENDLETON STREET

Auditor's Parcel No. 75-2-126

Situates in the City of Cincinnati, County of Hamilton and State of Ohio, to-wit:

Beginning at a point on the East side of Pendleton Street 25 feet North of the Northeast corner of Pendleton and Dandridge Street;

Thence running East on a line parallel with the North line of Dandridge Street, 100 feet;

Thence running North on a line parallel with Pendleton Street, 25 feet;

Thence running West on a line parallel with the North line of Dandridge Street, 100 feet to the East line of Pendleton Street;

Thence running South along the East line of Pendleton Street, 25 feet to the place of beginning.

Containing 0.0574 acres of land and being subject to all easements of record.

**PARCEL O:**

1336-38 BROADWAY STREET

Auditor's Parcel No. 75-2-13 (75-2-14 consolidated)

Situates lying, and being in the City of Cincinnati, Hamilton County, Ohio, to-wit:

Beginning at a point in the East line of Broadway, 278 1/2 feet South of original line of Liberty Street;

Thence running along the said East line of Broadway 40 feet to a point and from said two points running back Eastwardly, between parallel lines (168.10 more or less (Deed) feet to the West line of Spring Street, and being the same premises conveyed to the grantor herein by Deed recorded in Deed Book 1840, Page 471 of the Deed Records of Hamilton County, Ohio.

Containing 0.1544 acres of land and being subject to all easements of record.

**PARCEL P:**

**Exhibit "A" continued**

**1347 BROADWAY STREET**

**Auditor's Parcel No. 75-1-139**

Situated in Section 18, Town 4, Fractional Range 1, Storms Township, City of Cincinnati, Hamilton County, Ohio and being known as Lot 4 of Abigail Lewis Subdivision as recorded in Plat Book 2, Page 75 of the Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at a point in the West line of Broadway Avenue, 75.10 feet (75 feet Plat) North of the Northwest corner of Broadway Street and East 14th Street;

Thence from said place of beginning, North 76 deg. 00' West, 90.55 feet (90 feet Plat) to a point in the East line of Bunker Alley;

Thence along the East line of Bunker Alley North 14 deg. 06' East 25.03 feet (25.00 Plat);

Thence South 76 deg. 00' East, 90.55 (90.00 feet Plat) to a point in the West line of Broadway Street;

Thence along the West line of Broadway Street, 25.03 feet (25.00 feet Plat) to the place of beginning.

Containing 0.0520 acres of land and being subject to all legal easements of record.

**PARCEL Q:**

**500-502 East 12TH STREET**

**Auditor's Parcel No. 75-3-120**

Situated in Section 18, Town 4, Fractional Range 1, Storms Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the intersection of the Northerly line of East 12th Street and the Easterly line of Pendleton Street;

Thence North 16 deg. 12' 30" West, 85.15 feet along the Easterly line of Pendleton Street to the Southerly line of Bolivar Alley, having a right of way of 10.00 feet;

Thence along the Southerly line of said alley North 73 deg. 58' East, 39.84 feet;

Thence South 16 deg. 12' 30" East, 85.15 feet to the Northerly line of East 12th Street;

Thence along said Northerly line South 73 deg. 58' West, 39.84 feet to the place of beginning.

**PARCEL R:**

**500 East 13TH STREET**

**Auditor's Parcel No. 75-2-173**

**Exhibit "A" continued**

**Situated** In the City of Cincinnati, County of Hamilton and State of Ohio:

**And being more particularly described as follows:**

**Beginning** at the Northeast corner of East 13th and Pendleton Street; running,

**Thence** Eastwardly with the North line of East 13th Street and 25 feet to a point;

**Thence** Northwardly parallel with Pendleton Street 92 1/2 feet to a 15 foot alley;

**Thence** Westwardly with the South line of said alley 25 feet to Pendleton Street;

**Thence** Southwardly along the East line of Pendleton Street to the place of beginning.

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

[To be attached]

March 10, 2021

202100934

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

**From:** Paul Boggs Muething, City Manager

**Subject:** **Emergency Ordinance – Amending Article II, Sections 7, 8, and 11  
Administrative Code – City Manager’s Office**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AMENDING** Sections 7, 8, and 11 of Article II, “City Manager,” of the Administrative Code of the City of Cincinnati to identify the necessary areas of responsibilities for Assistant City Managers and assistants to the City Manager to facilitate the operation of the Office of the City Manager.

The reason for the emergency is the immediate need to revise the roles of assistant city managers to better align with the needs of the City and the City Manager to ensure efficient operation of the City Manager’s office.

This ordinance will implement the operational changes described in earlier communications to Council regarding the establishment of an Office of Constituent Affairs and the commitment of additional resources in the City Manager’s Office to this functionality. The goal of these changes is improved customer service to the public and Councilmembers by providing timely responses to inquiries and to increase City staff efficiency by providing management resources to coordinate responses. Additionally, this ordinance re-orientes and updates the other core functionalities that are typically overseen by assistant city managers.

EMERGENCY

City of Cincinnati

CMZ

AWB

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

- 2021

AMENDING Sections 7, 8, and 11 of Article II, "City Manager," of the Administrative Code of the City of Cincinnati to identify the necessary areas of responsibilities for Assistant City Managers and assistants to the City Manager to facilitate the operation of the Office of the City Manager.

WHEREAS, the proposed amendment to Article II of the Administrative Code revises the roles and responsibilities of Assistant City Managers and assistants to the City Manager so they align with the current needs of the City and the City Manager in order to ensure efficient operation of the City Manager's Office; 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 Article II, Sections 7, 8, and 11 of the Administrative Code, "City Manager," is hereby amended as follows:

Sec. 7. - Office of the City Manager.

The office of the city manager, for administrative purposes, shall be analogous to a department. Offices established under the office of the city manager and reporting directly to the city manager or to an assistant city manager shall be analogous to divisions within such department. General references to divisions in the administrative code and municipal code shall include offices under the city manager, and references to division heads shall include the chief administrative officers of such offices unless otherwise specifically provided.

The city manager may administratively establish offices within the office of city manager to perform any administrative duty or responsibility except those duties and responsibilities specifically assigned elsewhere by ordinance.

Among such offices as established by the city manager shall be:

~~Assistant City Manager for Administration. The assistant city manager for administration shall be responsible for providing leadership, oversight and coordination to support agencies, community development functions, as well as coordinating information for the council committees and council calendar.~~

~~Assistant City Manager for Enterprise Services. The assistant city manager for enterprise services shall be responsible for providing leadership, oversight and coordination of the activities related to competition services, the Convention Center and Intergovernmental Relations.~~

~~*Assistant City Manager for Operations.* The assistant city manager for operations shall be responsible for providing leadership, oversight and coordination to line service agencies and will also coordinate and serve as liaison to the Boards and Commissions of the City of Cincinnati.~~

~~*Public Affairs Office.* The public affairs office will be responsible for coordinating the administration of the telecommunications functions of the city, including oversight of the cable television franchise awarded by the city, and shall be responsible for all media relations and the public relations and marketing strategies of the city. The public affairs officer will report directly to the city manager.~~

Sec. 8. - ~~Administrative Assistants~~ to the City Manager.

The city manager shall appoint one or more~~an administrative assistant~~ assistants to the city manager who shall ~~coordinate citizen complaints received by the office of the city manager,~~ coordinate public information activities and perform such other duties as may be requested by the city manager in order to facilitate the operation of the office of the city manager.

Sec. 11. - Assistant and Acting City Manager.

The city manager shall appoint one or more assistant city managers. ~~The city manager shall designate one or more assistant city managers to perform the duties and exercise the authority of the city manager when the city manager is absent, disabled, or otherwise unavailable to serve. The assistant city managers shall perform such other duties of the office as may be assigned at any time by the city manager. An assistant city manager so designated or assigned shall be fully authorized to act on behalf of the city manager and to perform all duties of the office as needed. The city manager shall maintain discretion on all assignments to assistant city managers and shall make such assignments to ensure adequate resources are committed to the following functions:~~

1. *Public Services and Enterprise Operations* - Leadership, oversight, and coordination of city operations focused on delivering public services to city residents and of enterprise operations.
2. *Budget, Finance, and Development* - Leadership, oversight, and coordination of city finance, budgeting, and development functions.
3. *Constituent Affairs and Council Services* - Leadership, oversight, and coordination of intake, processing, and resolution of constituent inquiries regarding city operations and requests or inquiries from members of council.

The assistant city managers shall perform such other duties of the office as may be assigned at any time by the city manager.

The city manager shall designate one or more assistant city managers to perform the duties and exercise the authority of the city manager when the city manager is absent, disabled, or otherwise unavailable to serve. In the event that the city manager is absent, disabled, or otherwise unavailable to serve, then such designated assistant city manager shall be fully authorized to act on behalf of the city manager and to perform all duties of the office as needed.

Should the city manager and the designated assistant city manager be absent, disabled, or otherwise unavailable to serve, the duties and authority of the office of city manager shall be performed and exercised by another assistant city manager or a department director designated in accordance with a line of succession which the city manager shall file in writing with the clerk of council. Such designation may be amended at any time by the city manager.

The performance of the duties and exercise of the authority of the office of city manager shall also be in accord with this section during a vacancy in the office unless otherwise provided by the city council.

For purposes of this section, and without limiting the general meaning of the term, "disabled" shall include vacancy in office.

Section 2. That existing Sections 7, 8, and 11 of Article II of the Administrative Code, "City Manager," are hereby repealed.

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 revise the roles of assistant city managers to better align with the needs of the City and the City Manager to ensure efficient operation of the City Manager's office.

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

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

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

\_\_\_\_\_  
New language is underscored. Deleted language is struck through.



**Christopher E. C. Smitherman**  
*Cincinnati Vice Mayor*

### Motion

**WE MOVE** that the Cincinnati Recreation Centers (CRC) get \$100,000 for three of their recreation centers that offer spin classes to purchase 15 new spin bicycles. The Cincinnati Recreation Commission is committed to helping all residents maintain a healthy lifestyle. CRC is designed to provide fitness opportunities to all ages. Spin class is one such activity offered at Hirsch Recreation Center (Avondale), College Hill Recreation Center, and at the Mt. Washington Recreation Center.

**WE FURTHER MOVE** that the Red Bike program be expanded by \$500,000 to include Bond Hill, Roselawn, Evanston, and Avondale for fitness, transportation, and healthy living.

### Statement

The American Rescue Plan has given the Cincinnati community a unique opportunity to be more active through spin classes and bike riding and to live healthier and more physically fit lives.

\_\_\_\_\_  
Vice Mayor Christopher Smitherman

_____	_____
_____	_____
_____	_____
_____	_____



**Liz Keating**  
*Councilmember*

### Motion

Our police officers experience countless traumas in their line of work. While the Cincinnati Police Department (CPD) is working to develop a better and more comprehensive Officer Wellness Program, they are lacking the funding. **WE MOVE** that the Administration applies for The Fiscal Year 2021 Law Enforcement Mental Health and Wellness ACT (LEMHWA) Program Grant.

### Statement

A 2015 study showed that the average law enforcement officer experiences 188 critical incidents over the extent of their career. Our Police Department has taken many steps to develop a better Mental Health and Wellness Community within the department including expansive research about the needs of their department and research into what programs of other departments across the United States are doing. In order to be more productive and determine and develop better solutions, CPD would greatly benefit from having a dedicated Officer Wellness Program. Receiving the grant from the Law Enforcement Mental Health and Wellness ACT (LEMHWA), which could total up to \$125,000, would assist in the funding of this program to help enhance and promote overall wellness for our Law Enforcement Officers.

Councilmember Liz Keating

May 12, 2021

**To:** Mayor and Members of City Council 202101660  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – Acceptance of Donation from Southwest Ohio Regional Transit Authority (SORTA)**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept a donation from the Southwest Ohio Regional Transit Authority of two decommissioned buses to the Cincinnati Police Department valued at a total of \$6000.

This Emergency Ordinance would authorize the City Manager to accept a donation from the Southwest Ohio Regional Transit Authority (SORTA) of two decommissioned Access buses to the Cincinnati Police Department (CPD) valued at a total of \$6,000.00 at no cost to the City.

Both vehicles are 2009 Ford E450 models and are being donated as-is. CPD Fleet Services will assume the liability and obligation of further maintenance on the vehicles.

The reason for the emergency is the immediate need to accept the donated equipment in a timely fashion.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

AEP

AWB

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

**AUTHORIZING** the City Manager to accept a donation from the Southwest Ohio Regional Transit Authority of two decommissioned Access buses to the Cincinnati Police Department valued at a total of \$6000.

WHEREAS, the Southwest Ohio Regional Transit Authority has offered to donate two decommissioned 2009 Ford E450 model Access buses to the Cincinnati Police Department in as-is condition; and

WHEREAS, the vehicles are valued at a total of \$6000; and

WHEREAS, CPD Fleet Services will assume the liability and obligation of further maintenance on the vehicles; 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 accept with gratitude a donation from the Southwest Ohio Regional Transit Authority of two decommissioned Access buses to the Cincinnati Police Department valued at a total of \$6000.

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

Section 3. That this ordinance shall 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 donated equipment in a timely fashion.

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

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

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

May 12, 2021

**To:** Mayor and Members of City Council 202101661  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – Industrial/Organizational Solutions (I/OS) Moral Obligation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$19,556.14 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x1000x7289 as a moral obligation to Industrial/Organizational Solutions (“I/OS”) for payment of outstanding charges for legally- and contractually-required testing services for Police and Fire promotional exams for sworn personnel provided by I/OS prior to the execution of a professional services contract.

Approval of this Emergency Ordinance authorizes a payment of \$19,556.14 from the Human Resources Department's non-personnel operating budget account no. 050x121x1000x7289 as a moral obligation to Industrial/Organizational Solutions for payment of outstanding charges for legally and contractually required testing services for sworn Police and Fire promotional exams provided by the vendor prior to the execution of a professional services contract.

The previous contract with Industrial/Organizational Solutions (I/OS) expired in FY 2020. Due to COVID-19 and associated Temporary Emergency Leave (TEL) policies and the Early Retirement Incentive Program (ERIP), the Human Resources Department was not able to immediately execute a new contract. However, I/OS continued to provide legally and contractually required testing services for Police and Fire promotional exams.

While the Approved FY 2021 Budget Update did not include resources for promotional testing, sufficient resources are anticipated to be made available in the Final Adjustment Ordinance (FAO), which is slated for introduction to the City Council in May 2021.

The reason for the emergency is the immediate need for the City to provide I/OS with payment for its services in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

AEP

AWB

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

- 2021

**AUTHORIZING** a payment of \$19,556.14 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x1000x7289 as a moral obligation to Industrial/Organizational Solutions (“I/OS”) for payment of outstanding charges for legally- and contractually-required testing services for Police and Fire promotional exams for sworn personnel provided by I/OS prior to the execution of a professional services contract.

WHEREAS, the City’s contract with Industrial/Organizational Solutions (“I/OS”) for legally- and contractually-required testing services for Police and Fire promotional exams for sworn personnel expired in FY 2020; and

WHEREAS, due to COVID-19 and associated Temporary Emergency Leave policies and the Early Retirement Incentive Program, the Human Resources Department was not able to immediately execute a new contract; and

WHEREAS, I/OS continued to provide necessary promotional exam testing services to the City; and

WHEREAS, the City entered into a new multi-year contract with I/OS in February 2021 with a contract not to exceed limit of \$600,000, in which the moral obligation amount of \$19,556.14 is included; and

WHEREAS, the Approved FY 2021 Budget Update did not include resources for promotional testing, but sufficient resources are anticipated to be made available in the Final Adjustment Ordinance, which is slated for introduction to City Council in May 2021; and

WHEREAS, City Council wishes to provide payment to I/OS for their services in a total amount of \$19,556.14; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$19,556.14 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x1000x7289 as a moral obligation to Industrial/Organizational Solutions for payment of

outstanding charges for legally- and contractually-required testing services for Police and Fire promotional exams for sworn personnel provided by the vendor prior to the execution of a contract.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to provide I/OS with payment for its services in a timely manner.

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

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

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

May 12, 2021  
202101664

**To:** Mayor and Members of City Council  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – Avondale Town Center Improvements**

---

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” for the purpose of providing resources to facilitate tenant improvements at Avondale Town Center, including the Avondale grocery store and the Urban League Social Justice Center; and **AUTHORIZING** the transfer and return to source of the sum of \$500,619.20 from capital improvement program project account no. 980x164x181650, “Avondale Infrastructure & Streetscape Improvements,” to the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757; and **AUTHORIZING** the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” for tenant improvements at Avondale Town Center, including improvements for the Avondale grocery store and the Urban League Social Justice Center; and **DECLARING** expenditures from capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” to be for a public purpose because the project will facilitate development of the Avondale Town Center and provide suitable space for the Urban League Social Justice Center and the Avondale grocery store.

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” for the purpose of providing resources to facilitate tenant improvements at Avondale Town Center, including the Avondale grocery store and the Urban League Social Justice Center. Approval of this Emergency Ordinance also authorizes the transfer and return to source the sum of \$500,619.20 from capital improvement program project account no. 980x164x181650, “Avondale Infrastructure & Streetscape Improvements” to the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757. The Emergency Ordinance further authorizes the transfer and appropriation of the sum of \$500,000.00 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no.

980x164x211649, “Avondale Town Center Improvements” for tenant improvements at Avondale Town Center, including improvements for the Avondale grocery store and the Urban League Social Justice Center. Finally, the Emergency Ordinance will declare expenditures from capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements” to be for a public purpose because the project will facilitate development of the Avondale Town Center and provide suitable space for the Urban League Social Justice Center and the Avondale grocery store.

On September 2, 2020, City Council adopted Council Motion #202001164 which committed \$500,000.00 from the City Operating or Capital Budget to help promote the Avondale grocery store project.

The Urban League Social Justice Center will share a significant portion of the space originally designated for the Avondale grocery store and intends to occupy its portion of the space in fall 2021. The shared tenant arrangement with the Urban League Social Justice Center will allow the grocery to operate with a smaller, more sustainable footprint while still addressing the community’s critical need for a grocery store.

This Emergency Ordinance is in accordance with the “Compete” strategy to “Foster a climate conducive to growth, investment, stability, and opportunity” as described on pages 103-113 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to allow the developer to start construction so the tenant improvements can be completed prior to tenant occupation, which is expected in fall 2021.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment





EMERGENCY

City of Cincinnati

LES  
AWG

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

- 2021

**ESTABLISHING** new capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” for the purpose of providing resources to facilitate tenant improvements at Avondale Town Center, including the Avondale grocery store and the Urban League Social Justice Center; and **AUTHORIZING** the transfer and return to source of the sum of \$500,619.20 from capital improvement program project account no. 980x164x181650, “Avondale Infrastructure & Streetscape Improvements,” to the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757; and **AUTHORIZING** the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” for tenant improvements at Avondale Town Center, including improvements for the Avondale grocery store and the Urban League Social Justice Center; and **DECLARING** expenditures from capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” to be for a public purpose because the project will facilitate development of the Avondale Town Center and provide suitable space for the Urban League Social Justice Center and the Avondale grocery store.

WHEREAS, on September 2, 2020, City Council adopted Council Motion #202001164 which committed \$500,000 from the City Operating or Capital Budget to help promote the Avondale grocery store project; and

WHEREAS, the Urban League Social Justice Center will share a significant portion of the space originally designated for the Avondale grocery store, and intends to occupy its portion of the space in fall 2021; and

WHEREAS, the shared tenant arrangement with the Urban League Social Justice Center will allow the grocery store to operate with a smaller, more sustainable footprint while still addressing the community’s critical need for a grocery store; and

WHEREAS, returning the remaining balance of \$619.20 from capital improvement program project account no. 980x164x181650, “Avondale Infrastructure & Streetscape Improvements,” to source, the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757, will allow for the closure of the account in accordance with accounting best practices; and

WHEREAS, this project is in accordance with the “Compete” strategy to “Foster a climate conducive to growth, investment, stability, and opportunity” as described on pages 103-113 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” is hereby established for the purpose of providing resources to facilitate tenant improvements at Avondale Town Center, including the Avondale grocery store and the Urban League Social Justice Center.

Section 2. That the sum of \$500,619.20 is hereby transferred and returned to source, the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757, from capital improvement program project account no. 980x164x181650, “Avondale Infrastructure & Streetscape Improvements.”

Section 3. That the sum \$500,000 is hereby transferred and appropriated from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” for tenant improvements at Avondale Town Center, including improvements for the Avondale grocery store and the Urban League Social Justice Center.

Section 4. That expenditures from capital improvement program project account no. 980x164x211649, “Avondale Town Center Improvements,” are hereby declared to be for a public purpose because the project will facilitate development of the Avondale Town Center, providing suitable space for the Urban League Social Justice Center and the Avondale grocery store.

Section 5. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 4 hereof.

Section 6. 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 developer to start construction so the tenant improvements can be completed prior to tenant occupation, which is expected in fall 2021.

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

\_\_\_\_\_

John Cranley, Mayor

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

Clerk

Date: May 12, 2021

To: Mayor and Members of City Council 202101687  
From: Paula Boggs Muething, City Manager  
Subject: EMERGENCY ORDINANCE –LIMITED WARRANTY DEEDS AND A GRANT OF EASEMENT IN FAVOR OF ODOT (BRENT SPENCE BRIDGE)

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Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute *Limited Warranty Deeds* and a *Grant of Easement* in favor of the State of Ohio for the use and benefit of the Ohio Department of Transportation to convey fee simple interests in and to, and a perpetual subsurface easement in, under, and through, real property located adjacent to Interstate 75 in the Central Business District and West End neighborhoods of Cincinnati in connection with transportation improvement project HAM 75-00.22.

The City owns certain real property adjacent to Interstate 75 (“Property”) in the Central Business District and West End neighborhoods of Cincinnati. The Ohio Department of Transportation (“ODOT”) is undertaking a transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75, and it desires to acquire certain rights, title, or interests in and to the Property in connection with the project.

The City has determined that the Property is not needed for a municipal purpose, and that the City’s disposition of the Property to ODOT will not be detrimental to the interests of the general public.

The fair market value of the easements is approximately \$417,846, which ODOT has agreed to pay.

The City Planning Commission approved the easements at its meeting on January 15, 2021.

The reason for the emergency is the immediate need to convey the Property to ODOT without delay to avoid any unnecessary delays to the Project.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Limited Warranty Deeds and Grant of Easement  
Attachment II – Right of Way Legend Sheet HAM – 75 – 00.22

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

EMERGENCY  
**City of Cincinnati**

CHM

*AWB*

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

**AUTHORIZING** the City Manager to execute *Limited Warranty Deeds* and a *Grant of Easement* in favor of the State of Ohio for the use and benefit of the Ohio Department of Transportation to convey fee simple interests in and to, and a perpetual subsurface easement in, under, and through, real property located adjacent to Interstate 75 in the Central Business District and West End neighborhoods of Cincinnati in connection with transportation improvement project HAM 75 – 00.22.

WHEREAS, the City owns certain real property adjacent to Interstate 75 in the Central Business District and West End neighborhoods, as more particularly described in the *Limited Warranty Deed* and *Grant of Easement* attached to this ordinance as Attachment A and incorporated herein by reference (the “Property”), which Property is under the management and control of the City’s Department of Transportation and Engineering (“DOT”); and

WHEREAS, the Ohio Department of Transportation (“ODOT”) is undertaking a transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75 (the “Project”), and it desires to acquire certain rights, title, or interests in and to the Property in connection therewith (designated by ODOT as HAM 75 – 00.22 Project Parcels 20 WL, 21 WL, 75 SS, 76 SS, 76 WL, 77 SS, 77 WL, 78 SS, 78 WL, 79 SS, 79 WL, 80 SS, 80 WL, and 83 WL, as generally depicted on the ODOT right-of-way plans attached to this ordinance as Attachment B); and

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

WHEREAS, the City Manager, being the officer having the custody and control of the Property, upon confirmation by DOT, has determined that the Property is not needed for a municipal purpose, and that the City’s disposition of the Property to ODOT will not be detrimental to the interests of the general public; and

WHEREAS, the City’s Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$417,846, which ODOT has agreed to pay; and

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

WHEREAS, the City has determined that the City's disposition of the Property, without competitive bidding, is in the City's best interests because ODOT desires to acquire the Property to facilitate a public transportation improvement project that will benefit the public; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City property, approved the sale of the Property to ODOT at its meeting on January 15, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute *Limited Warranty Deeds* and a *Grant of Easement* in favor of the State of Ohio for the use and benefit of the Ohio Department of Transportation ("ODOT"), in substantially the form as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City will convey to ODOT fee simple title to certain real property designated by ODOT as HAM 75 – 00.22 Project Parcels 20 WL, 21 WL, 76 WL, 77 WL, 78 WL, 79 WL, 80 WL, and 83 WL and perpetual subsurface easements in certain real property designated by ODOT as HAM 75 – 00.22 Project Parcels 75 SS, 76 SS, 77 SS, 78 SS, 79 SS, and 80 SS (the "Property") to facilitate a public transportation improvement project that will result in the reconstruction of the Brent Spence Bridge and the widening of Interstate 75 (the "Project"), which Property is generally depicted on the ODOT right-of-way plans attached as Attachment B to this ordinance and incorporated herein by reference.

Section 2. That the Property is not needed for a municipal purpose, and that the City's conveyance of the Property to ODOT will not be detrimental to the interests of the general public.

Section 3. That the approximate fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is \$417,846, which ODOT has agreed to pay.

Section 4. That it is in the best interests of the City to convey the Property to ODOT without competitive bidding because the Property is needed for the Project and the conveyances will benefit public transportation.

Section 5. That all proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including executing all necessary deeds, plats, and other real estate documents.

Section 6. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 9. 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 convey the Property to ODOT without delay to avoid any unnecessary delays to the Project.

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

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

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

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[SPACE ABOVE FOR RECORDER'S USE]

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$1.00, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 76 WL

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel No(s): None (municipal public right-of-way designated as West Court Street)

Prior Instrument Reference: None (municipal public right-of-way designated as West Court Street)

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_]

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 76 WL

**EXHIBIT A**

Page 1 of 3  
Rev. 06/09

RX 252 WL

Ver. Date 03/06/2019

PID 89068

**PARCEL 76-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of W. Court Street (60') as dedicated by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original north right of way line of West Court Street (60') and the original east right of way line of Baymiller Street (50'), 124.92 feet right of the baseline of I-75 NB Station 69+52.57;

Thence with said north right of way line South 85° 48' 52" East 42.47 feet to an iron pin set in the existing I-75 east L/A easement line, 154.10 feet right of the baseline of I-75 NB Station 69+18.83, being the TRUE POINT OF BEGINNING, said iron pin bearing North 76° 12' 02" West 505.28 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

PARCEL 76-WL

Thence continuing with said north right of way line South 85° 48' 52" East 31.39 feet to a MAG nail set in the new I-75 east L/A easement line, 175.25 feet right of the baseline of I-75 NB Station 68+93.05;

**EXHIBIT A**

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PARCEL 76-WL cont'd

Thence with said new I-75 east L/A easement line along the arc of a curve to the left 68.54 feet, said arc having a radius of 1084.32 feet, a central angle of 03° 37' 17" and a chord bearing South 43° 15' 21" East 68.52 feet to an iron pin set in said existing I-75 east L/A easement line, 172.86 feet right of the baseline of I-75 NB Station 68+16.41;

Thence with said existing I-75 east L/A easement line along the arc of a curve to the right 95.04 feet, said arc having a radius of 192.00 feet, a central angle of 28° 21' 37" and a chord bearing North 56° 17' 50" West 94.07 feet to the TRUE POINT OF BEGINNING, containing 0.0246 acres, (1071 SF), more or less, subject to all legal easements and restrictions of record.;

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through dedication by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office.

**EXHIBIT A**

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PARCEL 76-WL cont'd

0.0246 acres of the above described area is contained within dedicated public right-of-way and the Hamilton County Auditor has assigned no Permanent Parcel Number, of which the present road right of way occupies 0.0246 acres, more or less.

Prepared by  
LJB Inc.



By: Harry G. Herbst III 3/20/2019  
Harry G. Herbst III, Ohio PS #6596 Date

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$1.00, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 77 WL

ODOT Project: HAM 75-00.22

APN	Prior Instrument Reference
135-0001-0103-00	Deed Book 3019, Page 153 Hamilton County, Ohio Records
135-0001-0102-00	Deed Book 3021, Page 465 Hamilton County, Ohio Records
135-0001-0101-00	Deed Book 3134, Page 424 Hamilton County, Ohio Records

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 77 WL

**EXHIBIT A**

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Ver. Date 03/20/2019

PID 89068

**PARCEL 77-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 6 of CUTTER'S SUBDIVISION, being part of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 3019, Page 153, Deed Book 3021, Page 465, and Deed Book 3134, Page 424, of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original north right of way line of West Court Street (60') and the original east right of way line of Baymiller Street (50'), 124.92 feet right of the baseline of I-75 NB Station 69+52.57;

Thence with said north right of way line South 85° 48' 52" East 42.47 feet to an iron pin set in the existing I-75 east L/A easement line, 154.10 feet right of the baseline of I-75 NB Station 69+18.83, being the TRUE POINT OF BEGINNING, said iron pin bearing North 76° 12' 02" West 505.28 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

PARCEL 77-WL

Thence with said existing I-75 east L/A easement line along the arc of a curve to the right 4.69 feet, said arc having a radius of 192.00 feet, a central angle of 01° 23' 54" and a chord bearing North 41° 25' 05" West 4.69 feet to an iron pin set 154.23 feet right of the baseline of I-75 NB Station 69+24.00;

**EXHIBIT A**

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PARCEL 77-WL cont'd

Thence continuing with said existing I-75 east L/A easement line North 40° 43' 08" West 55.58 feet to an iron pin set in said original east right of way line of Baymiller Street, 155.23 feet of the baseline of I-75 NB Station 69+85.38;

Thence with said original east right of way line of Baymiller Street North 04° 02' 22" East 37.49 feet to a MAG nail set in the new I-75 east L/A easement line, 181.36 feet right of the baseline of I-75 NB Station 70+15.34;

Thence with said new I-75 east L/A easement line along the arc of a curve to the left 109.16 feet, said arc having a radius of 1084.32 feet, a central angle of 05° 46' 06" and a chord bearing South 38° 33' 40" East 109.12 feet to a MAG nail set in said original north right of way line of West Court Street, 175.25 feet right of the baseline of I-75 NB Station 68+93.05;

Thence with said line North 85° 48' 52" West 31.39 feet to the TRUE POINT OF BEGINNING, containing 0.0449 acres, (1955 SF), more or less, subject to all legal easements and restrictions of record.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instruments of record in Deed Book 3019, Page 153, Deed Book 3021, Page 465, and Deed Book 3134, Page 424, Hamilton County Recorder's Office.

**EXHIBIT A**

RX 252 WL

PARCEL 77-WL cont'd

0.0449 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area (Ac.)	PRO
13500010101	0.0243	0.0000
13500010102	0.0166	0.0000
13500010103	0.0040	0.0000

Prepared by  
LJB Inc.



By: Harry G. Herbst III      3/20/2019  
Harry G. Herbst III, Ohio PS #6596      Date

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[SPACE ABOVE FOR RECORDER'S USE]

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$46,775, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 78 WL

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel No(s): None (municipal public right-of-way designated as West Court Street)

Prior Instrument Reference: None (municipal public right-of-way designated as West Court Street)

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 78 WL

**EXHIBIT A**

RX 252 WL

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Ver. Date 03/06/2019

PID 89068

**PARCEL 78-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Baymiller Street (50') (now Court St.) and Cobb Alley (16') as dedicated by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original north right of way line of West Court Street (60') and the original east right of way line of Baymiller Street (50'), 124.92 feet right of the baseline of I-75 NB Station 69+52.57;

Thence with said east line of Baymiller St. North 04° 02' 22" East 42.64 feet to an iron pin set in the existing I-75 east L/A easement line, 155.23 feet right of the baseline of I-75 NB Station 69+85.38, being the TRUE POINT OF BEGINNING, said iron pin bearing North 72° 35' 42" West 555.49 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

PARCEL 78-WL

Thence with said existing I-75 east L/A easement line North 40° 43' 08" West 12.81 feet to an iron pin set 155.16 feet right of the baseline of I-75 NB Station 69+99.53;

**EXHIBIT A**

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PARCEL 78-WL cont'd

Thence continuing with said existing I-75 east L/A easement line along the arc of a curve to the right 64.41 feet, said arc having a radius of 356.00 feet, a central angle of 10° 22' 00" and a chord bearing North 35° 32' 10" West 64.32 feet to an iron pin set in the west right of way line of said Baymiller St., 158.98 feet right of the baseline of I-75 NB Station 70+70.56

Thence with said west right of way line North 04° 02' 22" East 43.01 feet to an iron pin set at the intersection of said west right of way line with the south right of way line of said Cobb Alley (16'), 187.26 feet right of the baseline of I-75 NB Station 71+06.80;

Thence with the south line of Cobb Alley North 86° 23' 44" West 25.33 feet to an iron pin set in said existing I-75 east L/A easement line, 167.77 feet right of the baseline of I-75 NB Station of I-75 NB Station 71+24.95;

Thence with said existing I-75 east L/A easement line North 24° 14' 35" West 18.10 feet to an iron pin set in the north right of way line of Cobb Alley, 171.29 feet right of the baseline of I-75 NB Station 71+44.76;

Thence with said north right of way line South 86° 23' 44" East 23.39 feet to MAG nail set in the new I-75 east L/A easement line, 189.47 feet right of the baseline of I-75 NB Station 71+28.21;

Thence with said new I-75 east L/A easement line along the arc of a curve to the left 100.43 feet, said arc having a radius of 1084.32 feet, a central angle of 05° 18' 25" and a chord bearing South 33° 01' 24" East 100.40 feet to MAG nail set in said east line of Baymiller St., 181.36 feet right of the baseline of I-75 NB Station 70+15.34;

Thence with said east line of Baymiller St. South 04° 02' 22" West 37.49 to the TRUE POINT OF BEGINNING, containing 0.0570 acres, (2485 SF), more or less, subject to all legal easements and restrictions of record.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

**EXHIBIT A**

RX 252 WL

PARCEL 78-WL cont'd

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through dedication by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office.

0.0570 acres of the above described area is contained within dedicated public right-of-way and the Hamilton County Auditor has assigned no Permanent Parcel Number, of which the present road right of way occupies 0.0570 acres, more or less.

Prepared by  
LJB Inc.



By: Harry G. Herbst III 3/20/2019  
Harry G. Herbst III, Ohio PS #6596 Date

[SPACE ABOVE FOR RECORDER'S USE]

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$34,810, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 79 WL

ODOT Project: HAM 75-00.22

APN	Prior Instrument Reference
139-0003-0038-00	Deed Book 3041, Page 462 Hamilton County, Ohio Records
139-0003-0039-00	Deed Book 3057, Page 292 Hamilton County, Ohio Records
139-0003-0040-00	Deed Book 3015, Page 95 Hamilton County, Ohio Records
139-0003-0041-00	Deed Book 3057, Page 544 Hamilton County, Ohio Records
139-0003-0042-00	Deed Book 2933, Page 68 Hamilton County, Ohio Records

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property

within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 79 WL

**EXHIBIT A**

RX 252 WL

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Ver. Date 03/06/2019

PID 89068

**PARCEL 79-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

---

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 7 of CUTTER'S SUBDIVISION, and being part of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 3041, Page 462, Deed Book 3057, Page 292, Deed Book 3015, Page 95, Deed Book 3057, Page 544, and Deed Book 2933, Page 68 of the Deed Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of Gest Street (50') with the original west right of way line of Baymiller Street (50'), 259.71 feet right of the baseline of I-75 NB Station 72+11.76;

Thence with said original south right of way line of Gest Street North 86° 23' 43" West 75.07 feet to a MAG nail set in the new I-75 east L/A easement line, 198.57 feet right of the baseline of I-75 NB Station 72+62.42, being the TRUE POINT OF BEGINNING, said MAG nail bearing North 58° 31' 23" West 749.86 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

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PARCEL 79-WL

Thence with said new I-75 east L/A easement line along the arc of a curve to the left 90.12 feet, said arc having a radius of 1102.28 feet, a central angle of 04° 41' 05" and a chord bearing South 28° 43' 10" East 90.10 feet to a MAG nail set 192.20 feet right of I-75 NB Station 71+60.35;

Thence continuing with said line along the arc of a curve to the left 28.52 feet, said arc having a radius of 1084.32 feet, a central angle of 01° 30' 26" and a chord bearing South 29° 36' 59" East 28.52 feet to a MAG nail set in the north line of Cobb Alley (16'), 189.47 feet right of the baseline of I-75 NB Station 71+28.21;

Thence with said line North 86° 23' 44" West 23.39 feet to an iron pin set in the existing I-75 east L/A easement line, 171.29 feet right of the baseline of I-75 NB Station 71+44.76;

Thence with said line North 24° 14' 35" West 113.09 feet to an iron pin set 188.32 feet right of the baseline of I-75 NB Station 72+70.39;

Thence continuing with said line North 24° 14' 35" West 113.09 feet to an iron pin set in the south right of way line of Gest Street, 188.32 feet right of the baseline of I-75 NB Station 72+70.39;

Thence with the south right of way line of Gest Street South 86° 23' 43" East 12.42 feet to the TRUE POINT OF BEGINNING, containing 0.0393, acres (1714 SF), more or less, subject to all legal easements and restrictions of record.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

**EXHIBIT A**

RX 252 WL

PARCEL 79-WL cont'd

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instruments as recorded in Deed Book 3041, Page 462, Deed Book 3057, Page 292, Deed Book 3015, Page 95, Deed Book 3057, Page 544, and Deed Book 2933, Page 68, Hamilton County Recorder's Office.

0.0393 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area (Ac.)	PRO
13900030038	0.0060	0.000
13900030039	0.0085	0.000
13900030040	0.0079	0.000
13900030041	0.0092	0.000
13900030042	0.0077	0.000

Prepared by  
LJB Inc.



By: Harry G. Herbst III      3/20/2019  
 Harry G. Herbst III, Ohio PS #6596      Date

[SPACE ABOVE FOR RECORDER'S USE]

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$1.00, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 80 WL

ODOT Project: HAM 75-00.22

Being part of Hamilton County Current Tax Parcel No(s): None (municipal public right-of-way designated as West Court Street)

Prior Instrument Reference: None (municipal public right-of-way designated as West Court Street)

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 80 WL

**EXHIBIT A**

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Rev. 06/09

Ver. Date 03/06/2019

PID 89068

**PARCEL 80-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Gest Street (50') as dedicated by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of Gest Street (50') with the original west right of way line of Baymiller Street (50'), 259.71 feet right of the baseline of I-75 NB Station 72+11.76;

Thence with the south right of way line of Gest Street North 86° 23' 43" West 75.07 feet to a MAG nail set in the new east Limited Access right of way line of I-75, 198.57 feet right of the baseline of I-75 NB Station 72+62.42, said MAG nail being the TRUE POINT OF BEGINNING, said MAG nail bearing North 58° 31' 23" West 749.86 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

PARCEL 80-WL

Thence continuing with said south right of way line of Gest Street North 86° 23' 43" West 12.42 feet to an iron pin set in the existing east Limited Access right of way line of I-75, 188.32 feet right of the baseline of I-75 NB Station 72+70.39;

**EXHIBIT A**

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PARCEL 80-WL cont'd

Thence with said east Limited Access right of way line North 28° 47' 38" West 59.22 feet to a 5/8" iron pin found in the north right of way line of Gest Street, 189.08 feet right of the baseline of I-75 NB Station 73+37.32;

Thence with said north right of way line South 86° 23' 43" East 11.02 feet to a drill hole set in the new east Limited Access right of way line of I-75, 198.42 right of the baseline of I-75 NB Station 73+30.68;

Thence with said new east Limited Access right of way line South 31° 16' 51" East 44.64 feet to a MAG nail set 199.82 feet right of the baseline of I-75 NB Station 72+79.89;

Thence continuing with said new east Limited Access right of way line along the arc of a curve to the left 15.39 feet, said arc having a radius of 1102.28 feet, a central angle of 00° 48' 00" and a chord bearing South 25° 59' 22" East 15.39 feet to the TRUE POINT OF BEGINNING, containing 0.0141 acres, (617 SF), more or less, subject to all legal easements and restrictions of record.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through dedication by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office.

**EXHIBIT A**

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PARCEL 80-WL cont'd

0.0141 acres of the above described area is contained within dedicated public right-of-way and the Hamilton County Auditor has assigned no Permanent Parcel Number, of which the present road right of way occupies 0.0141 acres, more or less.

Prepared by  
LJB Inc.

By: Harry G. Herbst III      3/20/2019  
Harry G. Herbst III, Ohio PS #6596      Date



### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$11,697, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 83 WL

ODOT Project: HAM 75-00.22

APN	Prior Instrument Reference
139-0003-0064-00	Deed Book 3070, Page 403 Hamilton County, Ohio Records
139-0003-0063-00	Deed Book 3067, Page 677 Hamilton County, Ohio Records
139-0003-0062-00	Deed Book 3050, Page 211 Hamilton County, Ohio Records

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 83 WL

**EXHIBIT A**

RX 252 WL

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Ver. Date 03/06/2019

PID 89068

**PARCEL 83-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

---

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 7 of CUTTER'S SUBDIVISION, and being part of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 3070, Page 403, Deed Book 3067, Page 677, and Deed Book 3050, Page 211 of the Deed Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original north right of way line of Court Street (60') with the original west right of way line of Baymiller Street (50'), said point being 90.31 feet right of the baseline of I-75 NB Station 69+91.21;

Thence with said original west right of way line of Baymiller Street North 04° 02' 22" East 100.43 feet to an iron pin set in the existing I-75 east L/A easement line, 158.98 feet right of the baseline of I-75 NB Station 70+70.56, being the TRUE POINT OF BEGINNING, said pin bearing North 68° 22' 46" West 619.37 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

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PARCEL 83-WL

Thence with said existing I-75 east L/A easement line along the arc of a curve to the right 39.25 feet, said arc having a radius of 356.00 feet, a central angle of 06° 19' 01" and a chord bearing North 27° 11' 39" West 39.23 feet to an iron pin set 165.63 feet right of the baseline of I-75 NB Station 71+13.48;

Thence continuing with said existing I-75 east L/A easement line North 24° 14' 35" West 10.53 feet to an iron pin set in the south line of Cobb Alley (16'), 167.77 feet right of I-75 NB Station 71+24.95;

Thence with said south line of Cobb Alley South 86° 23' 44" East 25.33 feet to an iron pin set in the west right of way line of Baymiller Street, 187.26 feet right of the baseline of I-75 NB Station 71+06.80;

Thence with said west right of way line of Baymiller Street South 04° 02' 22" West 43.01 feet to the TRUE POINT OF BEGINNING, containing 0.0131 acres, (569 SF), more or less, subject to all legal easements and restrictions of record.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instruments as recorded in Deed Book 3070, Page 403, Deed Book 3067, Page 677, and Deed Book 3050, Page 211, Hamilton County Recorder's Office.

**EXHIBIT A**

RX 252 WL

PARCEL 83-WL cont'd

0.0131 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area (Ac.)	PRO
13900030062	0.0085	0.000
13900030063	0.0044	0.000
13900030064	0.0002	0.000

Prepared by  
LJB Inc.



By: Harry G. Herbst III      3/20/2019  
Harry G. Herbst III, Ohio PS #6596      Date

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$84,515, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 20 WL

ODOT Project: HAM 75-00.22

APN	Prior Instrument Reference
147-0007-0229-00	OR 9147, Page 2031 Hamilton County, Ohio Records
147-0007-0232-00	OR 9147, Page 2031 Hamilton County, Ohio Records
147-0007-0266-00	OR 9147, Page 2031 Hamilton County, Ohio Records
145-0004-0061-00	OR 9147, Page 2031 Hamilton County, Ohio Records

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 20 WL

**EXHIBIT A**

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RX 252 WL  
DR  
Ver. Date 5/07/2014

PID 89068

**PARCEL 20-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

---

Situate in Section 17, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being PART OF LOTS 1 through 7, 10, 11, 13, 14, 15, 16, and 17 of SAMUEL E FOOTE'S SUBDIVISION as recorded in Deed Book 139, Page 72 of said county's plat records, and being part of Smith Street, as vacated by Ordinance No. 474-1930, and being part of a 0.369 acre and a 0.162 acre parcels of land as conveyed to CITY OF CINCINNATI by instrument as recorded in O.R. 9147, Page 2031 of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at a Mag nail set at the intersection of the north right of way line of Third Street and the west right of way line of John Street 374.50 feet right of the baseline of I-75 NB Station 21+78.57;

Thence with said north right of way of Third Street South 78° 12' 29" West 422.57 feet to a Drill hole set in the north right of way of Third Street and the southeast corner of said 0.369 acre parcel, 11.89 feet left of the baseline of I-75 NB Station 20+07.47, said Drill hole being the TRUE POINT OF BEGINNING, said Drill hole bearing South 31° 45' 48" East 3456.35 feet from CAGIS monument 6973 which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

## PARCEL 20 - WL

Thence with said north right of way line and the south line of said 0.369 acre parcel South 78° 12' 29" West 118.48 feet to a point witnessed by a Drill hole found South 61° 21' 41" East 0.31 feet at the intersection of the east L/A easement line and said north right of way line of Third Street, 120.22 feet left of the baseline of I-75 NB Station 19+59.50;

Thence with said east easement line and the west line of said 0.369 acre and 0.162 acre parcels along the arc of a curve to the right 159.09 feet, said arc having a radius of 630.60 feet, a central angle of 14° 27' 18" and a chord bearing North 10° 20' 56" East 158.67 feet to a Mag nail set 125.05 feet left of the baseline of I-75 NB Station 21+18.09;

Thence continuing with said line along the arc of a curve to the right 57.40 feet, said arc having a radius of 513.66 feet, a central angle of 06° 24' 09" and a chord bearing North 20° 46' 42" East 57.37 feet to an Iron Pin set at the intersection of said west easement line and the north existing L/A easement line of said 0.162 acre parcel, 116.39 feet left of the baseline of I-75 NB Station 21+74.81;

Thence with said north line North 87° 16' 20" East 108.15 feet to an Iron Pin set at the intersection of said north easement line and the east existing L/A easement line of said 0.162 acre parcel, 11.83 feet left of the baseline of I-75 NB Station 22+02.47;

Thence with said east line South 12° 06' 33" West 155.00 feet to an Iron Pin set at the corner of said 0.369 acre and said 0.162 acre parcels 11.88 feet left of the baseline of I-75 NB Station 20+47.47;

Thence with said east 0.369 acre parcel line South 12° 06' 33" West 40.00 feet to the TRUE POINT OF BEGINNING, containing 0.5314 acres (23149 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

**EXHIBIT A**

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PARCEL 20 -WL cont'd

Grantor claims title through instrument of record in O.R. 9147, Page 2031, Hamilton County Recorder's Office.

0.5314 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area(Ac.)	PRO
14700070229	0.3515	0.0000
14700070232	0.1430	0.0000
14500040061	0.0206	0.0000
14700070266	0.0164	0.0054

Prepared by  
LJB Inc.



By: Harry G. Herbst III      5/7/14  
Harry G. Herbst III, Ohio PS #6596      Date

[SPACE ABOVE FOR RECORDER'S USE]

### LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of \$146,485, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (*Legal Description*) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 21 WL

ODOT Project: HAM 75-00.22

APN	Prior Instrument Reference
145-0004-0068-00	OR 9147, Page 2031 Hamilton County, Ohio Records
145-0004-0161-00	OR 9147, Page 2031 Hamilton County, Ohio Records

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2021 passed by Cincinnati City Council on [\_\_\_\_\_].

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

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Recommended by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form:

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

This instrument prepared by:

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

Exhibit A  
to Limited Warranty Deed

**Project:** HAM 75-00.22  
**Project Parcel:** 21 WL

**EXHIBIT A**

RX 252 WL  
*DR*  
Ver. Date 5/07/2014

Page 1 of 3  
Rev. 06/09

PID 89068

**PARCEL 21-WL  
HAM-75-00.22  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 17, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 5 of SUBDIVISION OF LONGWORTH, LAWLER, FOOTE & GREENE as recorded in Deed Book 52, Page 112, of said county's plat records, being part of a 0.016 acre parcel and an UNSTATED acre parcel of land as conveyed to THE CITY OF CINCINNATI by instrument as recorded in O.R. 9147, Page 2031 of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at a point at the intersection of the north right of way line of West Third Street (66') with the west right of way line of John Street (60') 374.50 feet right of the baseline of I-75 NB Station 21+78.57;

Thence with said north right of way line South 78° 12' 29" West 370.82 feet to a Mag nail set at the intersection of the north right of way line of West Third Street with an existing I-75 east L/A easement line 35.43 feet right of the baseline of I-75 NB Station 20+28.42;

Thence with said east L/A easement line North 12° 08' 36" East 4.40 feet to a Drill hole set at the southwest corner of said parcel 35.43 feet right of the baseline of I-75 NB Station 20+32.82, said Drill hole being the TRUE POINT OF BEGINNING, bearing South 32° 37' 00" East 3471.24 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 feet from CAGIS monument 7008;

**EXHIBIT A**

RX 252 WL

**PARCEL 21 -WL**

Thence continuing with said east L/A easement line and the west line of said UNSTATED acre parcel North 12° 08' 23" East 125.09 feet to an Drill hole set 35.53 feet right of the baseline of I-75 NB Station 21+57.91;

Thence continuing with said lines North 12° 48' 04 East 64.99 feet to a Drill hole set at the northwest corner of said parcel 36.34 feet right of the baseline of I-75 NB Station 22+22.89;

Thence with the north line of said parcel and said east L/A easement line North 64° 33' 43" East 57.88 feet to a Drill hole set at the northeast corner of said parcel 82.24 feet right of the baseline of I-75 NB Station 22+58.15;

Thence with an existing I-75 west L/A easement line, reference the southeast corner of said 0.016 acre parcel, also being the northeast corner of UNSTATED acre parcel South 38° 09' 00" East at 25.00 feet for a total of 208.81 feet to a Drill Hole set at the southeast corner of said parcel, witnessing a Mag nail found South 83° 44' 06" West 1.47 feet, said Drill hole being 242.76 feet right of the baseline of I-75 NB Station 21+24.61;

Thence with the south line of said UNSTATED acre parcel South 78° 12' 43" West 226.74 feet to the TRUE POINT OF BEGINNING, containing 0.5878 acres (25604 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron Pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in O.R. 9147, Page 2031, Hamilton County Recorder's Office.

0.5716 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Number I4500040161, of which the present road right of way occupies 0.000 acres, more or less.

**EXHIBIT A**

PARCEL 21 -WL cont'd

0.0162 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Number 14500040068, of which the present road right of way occupies 0.000 acres, more or less.

Prepared by  
LJB Inc.



By: Harry G. Herbst III      5/7/14  
Harry G. Herbst III, Ohio PS #6596      Date

-----  
[SPACE ABOVE FOR RECORDER'S USE]

## GRANT OF SUBSURFACE EASEMENT

(three-dimensional subsurface easement for retaining wall tie-backs and appurtenances)

The **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in consideration of the sum of \$90,761, to be paid by the **STATE OF OHIO**, Department of Transportation for the use and benefit of the Department of Transportation ("**Grantee**"), does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, a non-exclusive perpetual easement in, under, and through the real property identified below, which real property is more particularly described on Exhibit A (*Legal Description-Subsurface Easement*) attached hereto and hereby incorporated herein and made a part hereof by reference, for the purposes, and subject to any restrictions, as more particularly set forth on Exhibit A (the "**Subsurface Easement**"). The City for itself and its successors and assigns, covenants that it is the true and lawful owner in fee simple of the property and has the right and power to convey the property. The City grants and conveys the Subsurface Easement subject to the following: (i) no warranties or covenants that the burdened property is free from encumbrances, and (ii) no covenants or warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons.

**ODOT Project Parcel(s):** 75 SS, 76 SS, 77 SS, 78 SS, 79 SS, and 80 SS

**ODOT Project:** HAM 75-00.22

See Exhibit A attached hereto

**Hamilton County, Ohio Auditor's Current Tax Parcel ID Nos.:** 134-0006-0008-90, 134-0006-0009-90, 134-0006-0010-90, 134-0006-0011-90, 134-0006-0012-90, 134-0006-0013-90, 135-0003-0014-90, 135-0001-0104-90, 135-0001-0103-90, 135-0001-0102-90, 135-0001-0101-90, 135-0001-0167-90, 139-0003-0038-90, 139-0003-0039-90, 139-0003-0040-90, 139-0003-0041-90, 139-0003-0042-90

**Prior Instrument References:** Deed Book 2842, Page 52 Hamilton County, Ohio Records; Deed Book 2871, Page 7 Hamilton County, Ohio Records; Deed Book 2763, Page 514 Hamilton County, Ohio Records; Deed Book 2901, Page 284 Hamilton County, Ohio Records; Deed Book 2802, Page 335 Hamilton County, Ohio Records; Deed Book 2815, Page 29 Hamilton County, Ohio Records; Plat Book 94, Page 81 Hamilton County, Ohio Records; Deed Book 3043, Page 144 Hamilton County, Ohio Records; Deed Book 3019, Page 153 Hamilton County, Ohio Records; Deed Book 3021, Page 465 Hamilton County, Ohio Records; Deed Book 3134, Page 424 Hamilton County, Ohio Records; Deed Book 3086, Page 444 Hamilton County, Ohio Records; Deed Book 3041, Page 462 Hamilton County, Ohio Records; Deed Book 3057, Page 292 Hamilton County, Ohio Records; Deed Book 3015, Page 95 Hamilton County, Ohio Records; Deed Book 3057, Page 544 Hamilton County, Ohio Records; and Deed Book 2933, Page 68 Hamilton County, Ohio Records.

The City's Real Estate Services Division has determined that the fair market value of the easement, as determined by appraisal, is \$90,761, which Grantee has agreed to pay.

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easement at its meeting on January 15, 2021.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

The provisions hereof shall run with the land and shall inure to the benefit of Grantee and its successors-in-interest and be binding upon the City and its successors-in-interest.

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

Exhibit A – *Legal Description – Subsurface Easement*

*[ Signature Page Follows ]*

Executed on the date of acknowledgement indicated below (the "Effective Date").

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

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

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

Approved by:

\_\_\_\_\_  
John S. Brazina, Director  
Department of Transportation and Engineering

Approved as to Form by:

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

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

**EXHIBIT A**

to Grant of Subsurface Easement

*Legal Description –Subsurface Easement*

**EXHIBIT A**

Page 1 of 3

RX 420  
Rev. 08/08

PID 89068  
PARCEL 75-SS  
CTY-RTE-SEC HAM-75-00.22  
Version Date 5/13/2014

**PARCEL 75-SS  
HAM-75-00.22**

**PERPETUAL THREE DIMENSIONAL SUBSURFACE EASEMENT**

A perpetual subsurface easement in, under, and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating retaining wall "tie-backs" and appurtenances thereto [the "improvement"], with the following limitations of use by the Owner:

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 6 of CUTTER'S SUBDIVISION, being part of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 2842, Page 52, Deed Book 2871, Page 7, Deed Book 2763, Page 514, Deed Book 2901, Page 284, Deed Book 2815, Page 29, and Deed Book 2802, Page 335 of the Deed Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the south right of way line of West Court Street (60') and the west right of way line of Linn Street (50'), 342.31 feet right of the baseline of I-75 NB Station 64+97.35;

Thence North 85° 48' 52" West 201.39 feet to a point 235.39 feet right of the baseline of I-75 NB Station 66+96.33, at elevation 507.59, said iron pin being the TRUE POINT OF BEGINNING, said pin bearing North 81° 05' 06" West 295.75 feet from CAGIS monument 6973, which is located South 38°16'21" East 1864.57 from CAGIS monument 7008;

**PARCEL 75 -SS**

Thence with the new subsurface easement line, being parallel with and 70 feet distant northeasterly from the face of the proposed retaining wall, South 51° 14' 08" East 17.34 feet to a point 235.43 feet right of the baseline of I-75 NB Station 66+76.28, at elevation 507.93;

**EXHIBIT A**  
PARCEL 75 -SS cont'd

Page 2 of 3

Thence with the north line of a 0.322 acre parcel of land as conveyed to PHOENIX GRAPHIX INC., AN OHIO CORPORATION by instrument as recorded in OR Book 9720, Page 3387 of the official records of said county, and with the north line of a 0.030 acre parcel of land as conveyed to MARK ONE INVESTMENTS, LTD., AN OHIO LIMITED LIABILITY COMPANY by instrument as recorded in OR 9874, Page 401 of the official records of said county, North 85° 46' 38" West 95.45 feet to a point 179.53 feet right of the baseline of I-75 NB Station 67+64.60, at elevation 504.59;

Thence with the existing east Limited Access right of way line of I-75, North 50° 58' 49" West 17.13 feet to a point 178.66 feet right of the baseline of I-75 NB Station 67+83.80, at elevation 505.75;

Thence with the said south right of way line of West Court Street, South 85° 48' 52" East 95.23 feet to the TRUE POINT OF BEGINNING, containing 0.0215 acres (935 SF), more or less, subject to all legal easements and restrictions of record.

The elevations shown in the above description are surface elevations at the inflection points of the easement. The bottom of the easement extends below ground to elevation 465.00. All elevations are based on NAVD 88.

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

**EXHIBIT A**

PARCEL 75 -SS cont'd

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instruments as recorded in Deed Book 2842, Page 52, Deed Book 2871, Page 7, Deed Book 2763, Page 514, Deed Book 2901, Page 284, Deed Book 2815, Page 29, and Deed Book 2802, Page 335, Hamilton County Recorder's Office.

0.0215 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area (Ac.)	PRO
13400060008	0.0006	0.000
13400060009	0.0035	0.000
13400060010	0.0049	0.000
13400060011	0.0063	0.000
13400060012	0.0062	0.000

Prepared by  
LJB Inc.



By: Harry G. Herbst III 5/13/14  
Harry G. Herbst III, Ohio PS #6596 Date

**EXHIBIT A**

Page 1 of 3

RX 420  
Rev. 08/08

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

89068  
76-SS  
HAM-75-00.22  
5/13/2014

**PARCEL 76-SS  
HAM-75-00.22  
PERPETUAL THREE DIMENSIONAL SUBSURFACE EASEMENT**

A perpetual subsurface easement in, under, and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating retaining wall "tie-backs" and appurtenances thereto [the "improvement"], with the following limitations of use by the Owner:

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of W. Court Street (60') as dedicated by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of West Court Street (60') and the west right of way line of Linn Street (50'), 342.31 feet right of the baseline of I-75 NB Station 64+97.35;

Thence with the said south right of way line, North 85° 48' 52" West 201.39 feet to a point 235.39 feet right of the baseline of I-75 NB Station 66+96.33, at elevation 507.59, said iron pin being the TRUE POINT OF BEGINNING, said pin bearing North 81° 05' 06" West 295.75 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 from CAGIS monument 7008;

**PARCEL 76 -SS**

Thence with the said south right of way line, North 85° 48' 52" West 95.23 feet to a point on the existing east Limited Access right of way line of I-75, 178.66 feet right of the baseline of I-75 NB Station 67+83.80, at elevation 505.75;

Thence with the said east right of way line, North 50° 58' 49" West 19.46 feet to a point 177.43 feet right of the baseline of I-75 NB Station 68+05.60 at elevation 505.69;

**EXHIBIT A**  
PARCEL 76-SS cont'd

Page 2 of 3

Thence continuing with said east right of way line, along the arc of a curve to the right 10.68 feet, said arc having a radius of 192.00 feet, a central angle of 03° 11' 13" and a chord bearing North 72° 04' 15" West 10.68 feet to a point 172.86 feet right of the baseline of I-75 NB Station 68+16.41, at elevation 505.65;

Thence with the new east Limited Access right of way line of I-75, along the arc of a curve to the right 68.54 feet, said arc having a radius of 1084.32 feet, a central angle of 03° 37' 17" and a chord bearing North 43° 15' 21" West 68.52 feet to a point on the original north right of way line of said West Court Street 175.25 feet right of the baseline of I-75 NB Station 68+93.05, at elevation 505.52;

Thence with the said north right of way line, South 85° 48' 52" East 94.74 feet to a point 236.75 feet right of the baseline of I-75 NB Station 68+10.58, at elevation 506.44;

Thence with the new subsurface easement line, being parallel with and 70 feet distant northeasterly from the face of the proposed retaining wall, along the arc of a curve to the left 97.90 feet, said arc having a radius of 1020.32 feet, a central angle of 05° 29' 51" and a chord bearing South 47° 59' 59" East 97.86 feet to the TRUE POINT OF BEGINNING, containing 0.1349 acres (5876 SF), more or less, subject to all legal easements and restrictions of record.

The elevations shown in the above description are surface elevations at the inflection points of the easement. The bottom of the easement extends below ground to elevation 465.00. All elevations are based on NAVD 88.

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

**EXHIBIT A**  
PARCEL 76-SS cont'd

Page 3 of 3

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through dedication by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office.

0.1349 acres of the above described area is contained within dedicated public right-of-way and the Hamilton County Auditor has assigned no Permanent Parcel Number, of which the present road right of way occupies 0.1349 acres, more or less.

Prepared by  
LJB Inc.

By: Harry G. Herbst III      5/13/14  
Harry G. Herbst III, Ohio PS #6596      Date



**EXHIBIT A**

Page 1 of 4

RX 420  
Rev. 08/08

PID 89068  
PARCEL 77-SS  
CTY-RTE-SEC HAM-75-00.22  
Version Date 5/13/2014

**PARCEL 77-SS  
HAM-75-00.22**

**PERPETUAL THREE DIMENSIONAL SUBSURFACE EASEMENT**

A perpetual subsurface easement in, under, and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating retaining wall "tie-backs" and appurtenances thereto [the "improvement"], with the following limitations of use by the Owner:

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

**[Surveyor's description of the premises follows]**

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 6 of CUTTER'S SUBDIVISION, being part of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 3043, Page 144, Deed Book 3019, Page 153, Deed Book 3021, Page 465, and Deed Book 3134, Page 424, of the Official Records of said county, and being part of an 0.011 acre parcel of land as conveyed to the CITY OF CINCINNATI by instrument as recorded in Deed Book 3086, Page 444, and being part of West Court Street as dedicated by RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION as recorded in Plat Book 94, Page 81 of said county's plat records, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original north right of way line of West Court Street (60') and the original east right of way line of Baymiller Street (50') 124.92 feet right of the baseline of I-75 NB Station 69+52.57;

Thence with the said east right of way line, North 04° 02' 22" East 80.13 feet to a point 181.36 feet right of the baseline of I-75 NB Station 70+15.34, at elevation 505.59, said iron pin being the TRUE POINT OF BEGINNING, said pin bearing North 68° 53' 46" West 565.33 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 from CAGIS monument 7008;

**PARCEL 77 -SS**

Thence continuing with the said east right of way line, North 04° 02' 22" East 75.87 feet to the northeast corner of said 0.011 acre parcel 232.68 feet right of the baseline of I-75 NB Station 70+79.33, at elevation 507.29;

**EXHIBIT A**  
PARCEL 77-SS cont'd

Page 2 of 4

Thence with the north line of said 0.011 acre parcel, South 85° 59' 08" East 1.83 feet to a point 234.05 feet right of the baseline of I-75 NB Station 70+77.92, at elevation 507.65;

Thence with the east line of said 0.011 acre parcel, along the arc of a curve to the left 60.60 feet, said arc having a radius of 88.25 feet, a central angle of 39° 20' 29" and a chord bearing South 15° 40' 57" East 59.41 feet to the north line of an UNSTATED acre parcel of land as conveyed to the CITY OF CINCINNATI by instrument as recorded in Deed Book 3134, Page 424 of said county's deed records, 210.96 feet right of the baseline of I-75 NB Station 70+14.56, at elevation 507.57;

Thence with the north line of said parcel, South 85° 56' 51" East 8.23 feet to the northeast corner thereof, 216.90 feet right of the baseline of I-75 NB Station 70+08.00, at elevation 507.39;

Thence with the north line of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 3043, Page 144, Deed Book 3019, Page 153 and Deed Book 3021, Page 465 of said county's deed records, South 40° 51' 54" East 113.36 feet to a point 214.31 feet right of the baseline of I-75 NB Station 68+77.44, at elevation 506.36;

Thence with the north line of said West Court Street as dedicated by RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION as recorded in Plat Book 94, Page 81 of said county's plat records, South 75° 40' 05" East 45.38 feet to a point 237.29 feet right of the baseline of I-75 NB Station 68+32.05, at elevation 507.02;

Thence with the new subsurface easement line, being parallel with and 70 feet distant northeasterly from the face of the proposed retaining wall, along the arc of a curve to the left 18.37 feet, said arc having a radius of 1020.32 feet, a central angle of 01° 01' 54" and a chord bearing South 44° 44' 07" East 18.37 feet to the original north right of way line of West Court Street, 236.75 feet right of the baseline of I-75 NB Station 68+10.58, at elevation 506.44;

Thence with the said original north right of way line of West Court Street, North 85° 48' 52" West 94.74 feet to a point 175.25 feet right of the baseline of I-75 NB Station 68+93.05, at elevation 505.52;

Thence along the arc of a curve to the right 109.16 feet, said arc having a radius of 1084.32 feet, a central angle of 05° 46' 06" and a chord bearing North 38° 33' 40" West 109.12 feet to the TRUE POINT OF BEGINNING, containing 0.1429 acres (6223 SF), more or less, subject to all legal easements and restrictions of record.

EXHIBIT A  
PARCEL 77-SS cont'd

Page 3 of 4

The elevations shown in the above description are surface elevations at the inflection points of the easement. The bottom of the easement extends below ground to elevation 465.00. All elevations are based on NAVD 88.

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instruments of record in Deed Book 3086, Page 444, Deed Book 3043, Page 144, Deed Book 3019, Page 153, Deed Book 3021, Page 465, and Deed Book 3134, Page 424, and by dedication on Plat Book 94, Page 84, Hamilton County Recorder's Office.

EXHIBIT A  
PARCEL 77-SS cont'd

Page 4 of 4

0.1429 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area (Ac.)	PRO
13500010101	0.0259	0.0259
13500010102	0.0319	0.0319
13500010103	0.0296	0.0296
13500010104	0.0265	0.0265
13500010167	0.0106	0.0106
13500030014	0.0184	0.0184

Prepared by  
LJB Inc.

By: Harry G. Herbst III      5/13/14  
Harry G. Herbst III, Ohio PS #6596      Date



**EXHIBIT A**

RX 420  
Rev. 08/08

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

89068  
78-SS  
HAM-75-00.22  
5/13/2014

**PARCEL 78-SS  
HAM-75-00.22  
PERPETUAL THREE DIMENSIONAL SUBSURFACE EASEMENT**

A perpetual subsurface easement in, under, and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating retaining wall "tie-backs" and appurtenances thereto [the "improvement"], with the following limitations of use by the Owner:

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Baymiller Street (50'), now known as Court Street, as dedicated by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorder's Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original north right of way line of West Court Street (60') and the original east right of way line of Baymiller Street (50') 124.92 feet right of the baseline of I-75 NB Station 69+52.57;

Thence with the said east right of way line, North 04° 02' 22" East 80.13 feet to a point 181.36 feet right of the baseline of I-75 NB Station 70+15.34, at elevation 505.59, said iron pin being the TRUE POINT OF BEGINNING, said pin bearing North 68° 53' 46" West 565.33 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 from CAGIS monument 7008;

**PARCEL 78 -SS**

Thence with the new east Limited Access right of way line of I-75, along the arc of a curve to the right 100.43 feet, said arc having a radius of 1084.32 feet, a central angle of 05° 18' 25" and a chord bearing North 33° 01' 24" West 100.40 feet to the north line of Cobb Alley (16') 189.47 feet right of the baseline of I-75 NB Station 71+28.21, at elevation 505.67;

Thence with the north line of said Cobb Alley, South 86° 23' 44" East 10.51 feet to a point 197.59 feet right of the baseline of I-75 NB Station 71+20.64, at elevation 506.42;

**EXHIBIT A**

Page 2 of 3

**PARCEL 78-SS cont'd**

Thence with the original west right of way line of Baymiller Street, North 04° 02' 22" East 99.36 feet to a point 259.33 feet right of the baseline of I-75 NB Station 72+11.15, at elevation 507.67;

Thence with the new subsurface easement line, being parallel with and 70 feet distant northeasterly from the face of the proposed retaining wall, along the arc of a curve to the left 49.36 feet, said arc having a radius of 1062.46 feet, a central angle of 02° 39' 43" and a chord bearing South 29° 46' 31" East 49.36 feet to a point 255.86 feet right of the baseline of I-75 NB Station 71+52.72, at elevation 507.22;

Thence continuing with said subsurface easement line, along the arc of a curve to the left 40.26 feet, said arc having a radius of 1020.32 feet, a central angle of 02° 15' 39" and a chord bearing South 29° 59' 53" East 40.26 feet to the original east right of way line of Baymiller Street, 251.90 feet right of the baseline of I-75 NB Station 71+05.31, at elevation 507.70;

Thence with the east right of way line of said Baymiller Street, South 04° 02' 22" West 105.19 feet to the TRUE POINT OF BEGINNING, containing 0.1285 acres (5596 SF), more or less, subject to all legal easements and restrictions of record.

The elevations shown in the above description are surface elevations at the inflection points of the easement. The bottom of the easement extends below ground to elevation 465.00. All elevations are based on NAVD 88.

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

**EXHIBIT A**

PARCEL 78-SS cont'd

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through dedication by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office.

0.1285 acres of the above described area is contained within dedicated public right-of-way and the Hamilton County Auditor has assigned no Permanent Parcel Number, of which the present road right of way occupies 0.1285 acres, more or less.

Prepared by  
LJB Inc.

By: Harry G. Herbst III      5/13/14  
Harry G. Herbst III, Ohio PS #6596      Date



**EXHIBIT A**

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5/13/2014

**PARCEL 79-SS  
HAM-75-00.22**

**PERPETUAL THREE DIMENSIONAL SUBSURFACE EASEMENT**

A perpetual subsurface easement in, under, and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating retaining wall "tie-backs" and appurtenances thereto [the "improvement"], with the following limitations of use by the Owner:

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

[Surveyor's description of the premises follows]

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot 7 of CUTTER'S SUBDIVISION, and being part of UNSTATED acre parcels of land as conveyed to the CITY OF CINCINNATI by instruments as recorded in Deed Book 3041, Page 462, Deed Book 3057, Page 292, Deed Book 3015, Page 95, Deed Book 3057, Page 544, and Deed Book 2933, Page 68 of the Deed Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of Gest Street (50') with the original west right of way line of Baymiller Street (50') 259.71 feet right of the baseline of I-75 NB Station 72+11.76;

Thence with the said west right of way line, South 04° 02' 22" West 0.64 feet to an Iron pin 259.33 feet right of the baseline of I-75 NB Station 72+11.15, at elevation 507.67, said Iron pin being the TRUE POINT OF BEGINNING, said pin bearing North 55° 37' 48" West 684.07 from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 from CAGIS monument 7008;

PARCEL 79 -SS

Thence continuing with said west right of way line, South 04° 02' 22" West 99.36 feet to a point 197.59 feet right of the baseline of I-75 NB Station 71+20.64, at elevation 506.42;

Thence with the north line of Cobb Alley (16') North 86° 23' 44" West 10.51 feet to the new east Limited Access right of way line of I-75, 189.47 feet right of the baseline of I-75 NB Station 71+28.21, at elevation 505.67;

**EXHIBIT A**

Page 2 of 3

PARCEL 79 -SS cont'd

Thence with the said east right of way line, along the arc of a curve to the right 28.52 feet, said arc having a radius of 1084.32 feet, a central angle of 01° 30' 26" and a chord bearing North 29° 36' 59" West 28.52 feet to a point 192.20 feet right of the baseline of I-75 NB Station 71+60.35, at elevation 505.49;

Thence continuing with said east right of way line, along the arc of a curve to the right 90.12 feet, said arc having a radius of 1102.28 feet, a central angle of 04° 41' 05" and a chord bearing North 28° 43' 10" West 90.10 feet to the original south right of way line of Gest Street (50') 198.57 feet right of the baseline of I-75 NB Station 72+62.42, at elevation 505.56;

Thence with the said south right of way line, South 86° 23' 43" East 74.66 feet to a point in the east line of said subsurface easement 259.38 feet right of the baseline of I-75 NB Station 72+12.05 at elevation 507.70;

Thence with said new subsurface easement line, being parallel with and 70 feet distant northeasterly from the face of the proposed retaining wall, South 28° 25' 26" East 0.76 feet to the TRUE POINT OF BEGINNING, containing 0.1000 acres (4356 SF), more or less, subject to all legal easements and restrictions of record.

The elevations shown in the above description are surface elevations at the inflection points of the easement. The bottom of the easement extends below ground to elevation 465.00. All elevations are based on NAVD 88.

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

**EXHIBIT A**

PARCEL 79 -SS cont'd

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instruments as recorded in Deed Book 3041, Page 462, Deed Book 3057, Page 292, Deed Book 3015, Page 95, Deed Book 3057, Page 544, and Deed Book 2933, Page 68, Hamilton County Recorder's Office.

0.1000 acres of the above described area is contained within Hamilton County Auditor's Permanent Parcel Numbers as delineated below:

APN	Area (Ac.)	PRO
13900030038	0.0317	0.000
13900030039	0.0317	0.000
13900030040	0.0187	0.000
13900030041	0.0125	0.000
13900030021	0.0054	0.000

Prepared by  
LJB Inc.



By: Harry G. Herbst III      5/13/14  
 Harry G. Herbst III, Ohio PS #6596      Date

**EXHIBIT A**

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RX 420  
Rev. 08/08

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

89068  
80-SS  
HAM-75-00.22  
5/13/2014

**PARCEL 80-SS  
HAM-75-00.22**

**PERPETUAL THREE DIMENSIONAL SUBSURFACE EASEMENT**

A perpetual subsurface easement in, under, and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating retaining wall "tie-backs" and appurtenances thereto [the "improvement"], with the following limitations of use by the Owner:

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

**[Surveyor's description of the premises follows]**

Situate in Section 24, Town 4, Range FR 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Gest Street (50'), now known as Court Street, as dedicated by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office, and being more particularly bounded and described, with Stations and offsets referenced to the baseline of construction of Northbound I-75 as shown on the "HAM-75-00.22 Centerline Plat" as recorded in Plat Book 441 Pages 70-80, (I-75 NB), as follows:

Beginning for reference at the intersection of the original south right of way line of Gest Street (50') with the original west right of way line of Baymiller Street (50') 259.71 feet right of the baseline of I-75 NB Station 72+11.76;

Thence with the said south right of way line of Gest Street, North 86° 23' 43" West 0.41 feet to an Iron pin 259.38 feet right of the baseline of I-75 NB Station 72+12.05, at elevation 507.70, said iron pin being the TRUE POINT OF BEGINNING, said pin bearing North 55° 36' 04" West 684.75 feet from CAGIS monument 6973, which is located South 38° 16' 21" East 1864.57 from CAGIS monument 7008;

**PARCEL 80 -SS**

Thence continuing with said south right of way line, North 86° 23' 43" West 74.66 feet to a point 198.57 feet right of the baseline of I-75 NB Station 72+62.42, at elevation 505.56;

Thence with the new east Limited Access right of way line of I-75, along the arc of a curve to the right 15.39 feet, said arc having a radius of 1102.28 feet, a central angle of 00° 48' 00" and a chord bearing North 25° 59' 22" West 15.39 feet to a point 199.82 feet right of the baseline of I-75 NB Station 72+79.89, at elevation 505.60;

**EXHIBIT A**

PARCEL 80 -SS cont'd

Thence with the new subsurface easement line, North 64° 24' 59" East 64.01 feet to a point 263.60 feet right of the baseline of I-75 NB Station 72+73.52, at elevation 506.69;

Thence along the arc of a curve to the left 51.83 feet, said arc having a radius of 1062.46 feet, a central angle of 02° 47' 41" and a chord bearing South 27° 00' 22" East 51.82 feet to the TRUE POINT OF BEGINNING, containing 0.0493 acres (2147 SF), more or less, subject to all legal easements and restrictions of record.

The elevations shown in the above description are surface elevations at the inflection points of the easement. The bottom of the easement extends below ground to elevation 465.00. All elevations are based on NAVD 88.

The owner of the fee title of the land located within this easement shall not excavate within 70' of the face of the wall. Any and all designs, locations, or constructions of any new structure or the modification plans for any existing structures which will occupy the space above this "Three Dimensional Subsurface Easement," as herein described, shall be submitted to and subject to the approval of the State of Ohio, Department of Transportation, pursuant to Ohio Revised Code Section 5501.45, prior to commencement of any construction activity involving any subsurface excavation or construction.

The stations and offsets of the above description are measured from the baseline of construction of Northbound I-75, and are depicted in the Ham-75-00.22 construction plans and corresponding centerline plat referenced above.

This description is based upon a field survey performed in March, 2013 by LJB Inc. under contract to the Ohio Department of Transportation, with bearings based upon the Kentucky State Plane One Zone Coordinate System, NAD 83, 2007 adjustment, by GPS utilizing ODOT VRS.

Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 6596 - LJB INC" or "ODOT - PS 6596 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through dedication by CUTTER'S SUBDIVISION, being a subdivision of Seth Cutter's 100 acres as recorded in Deed Book H, page 19, said subdivision being shown in the First Series Index Book 5 on page 317 of the Hamilton County Recorders Office.

**EXHIBIT A**

PARCEL 80 -SS cont'd

0.0493 acres of the above described area is contained within dedicated public right-of-way and the Hamilton County Auditor has assigned no Permanent Parcel Number, of which the present road right of way occupies 0.0493 acres, more or less.

Prepared by  
LJB Inc.

By: Harry G. Herbst III 5/13/14  
Harry G. Herbst III, Ohio PS #6596 Date



FEDERAL PROJECT NO. E120979  
PID NO. 89068  
CALCULATED RDH CHECKED HGH  
RIGHT OF WAY LEGEND SHEET  
HAM-75-00.22  
1/251

**PROJECT DESCRIPTION**  
PREPARATION OF FINAL R/W PLANS AND ACQUISITION OF R/W FOR COMPLETION OF THE BRENT SPENCE BRIDGE PROJECT ALONG APPROXIMATELY 3 MILES OF URBAN INTERSTATE I-75 NORTH OF THE OHIO RIVER.  
THE EXISTING AND PROPOSED RIGHT OF WAY SHALL BE REFERENCED FROM THE BASELINE OF I-75 NORTHBOUND ( @ I-75 NB )

# RIGHT OF WAY LEGEND SHEET

## HAM-75-00.22

HAMILTON COUNTY  
CINNINNATI TOWNSHIP  
SEC. 17, 18, 23 & 24 TOWN 4, FR. 1  
SEC. 19 & 20, TOWN 3, FR. 2  
CITY OF CINCINNATI



**LOCATION MAP**  
LATITUDE: 39°06'36" LONGITUDE: 84°31'53"  
**UTILITY OWNERS**  
SEE SHEET 2 FOR UTILITY OWNERS

OUPS/OGPUPS CONFIRMATION NUMBERS

B307900386-00B	B310100516-00B	B319000368-00B
B310000917-00B	B310100816-00B	B319000428-00B
B310000977-00B	B310100847-00B	B319000532-00B
B310000983-00B	B310100881-00B	B319000563-00B
B310001005-00B	B310100904-00B	B319000940-00B
B310001034-00B	B310100926-00B	B319000970-00B
B310001077-00B	B310100941-00B	B319001004-00B
B310001084-00B	B310100979-00B	B319001037-00B
B310001090-00B	B310100995-00B	B319001061-00B
B310001094-00B	B310101021-00B	B319001143-00B
B310001108-00B	B310101022-00B	B319001189-00B
B310100395-00B	B310101023-00B	B319001209-00B
B310100453-00B	B310101025-00B	B319001220-00B
B310100468-00B	B310101052-00B	B319001235-00B

**STRUCTURE KEY**

	RESIDENTIAL
	COMMERCIAL
	OUT-BUILDING

**INDEX OF SHEETS:**

RIGHT OF WAY LEGEND	1-2
SCHEMATIC PLAN	3-6
CENTERLINE PLAT	7-17
PROPERTY MAP	18-25
SUMMARY OF RIGHT OF WAY	26-45
RIGHT OF WAY TOPOGRAPHIC SHEETS	46-132 EVEN NUMBERED SHEETS AND 133-245 ODD NUMBERED SHEETS
RIGHT OF WAY BOUNDARY SHEETS	47-133 ODD NUMBERED SHEETS AND 134-246 EVEN NUMBERED SHEETS
RAILROAD PLAT SHEETS	247-251

**PLANS PREPARED BY:**  
FIRM NAME: LJB INC.  
PLANS PREPARED BY: HARRY G. HERBST III  
FIELD REVIEW BY: JAMES BENEDICT  
DATE COMPLETED: 5/05/2014  
OWNERSHIP VERIFIED BY: TERRY HOPPES  
DATE COMPLETED: 2/20/2014  
DATE COMPLETED: 5/09/2014

**LIMITED ACCESS DECLARATION:**  
THIS IMPROVEMENT IS ESPECIALLY DESIGNED FOR THROUGH TRAFFIC AND HAS BEEN DECLARED A LIMITED ACCESS HIGHWAY OR FREEWAY BY ACTION OF THE DIRECTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5511.02 OF THE REVISED CODE OF OHIO.

**PARCEL IDENTIFIER LEGEND:**  
WL = FEE SIMPLE WITH LIMITATION OF ACCESS  
WD = FEE SIMPLE WITH RESERVATION OF ACCESS  
WDV = FEE SIMPLE RESERVATION OF ACCESS IN THE NAME OF THE CITY OF CINCINNATI  
PRW = PROPERTY RIGHT FEE SIMPLE  
SH = STANDARD HIGHWAY EASEMENT  
SS = SUBSURFACE EASEMENT  
A = AERIAL EASEMENT  
SL = SLOPE EASEMENT  
T = TEMPORARY EASEMENT  
LA = LIMITED ACCESS EASEMENT  
WDU = FEE SIMPLE WITH RESERVATION OF ACCESS IN THE NAME OF DUKE ENERGY OHIO, INC.

**CONVENTIONAL SYMBOLS**

L/A Easement	LA	Utility Ease. (Ex)	Ex U
Std. Highway Easement	SH	Ex Railroad Right Of Way	Ex RR
Aerial Easement	A	EX Slope Easement	Ex SL
L/A R/W	LA-R/W	Ex Aerial Easement	Ex A
Subsurface Easement	SS	Ex L/A Easement	Ex LA
Slope Easement	SL	Ditch / Creek (Ex)	
County Line		Ditch / Creek (Pr)	
Township Line		Tree Line (Ex)	
Section Line		Ownership Hook Symbol	Example
Corporation Line		Property Line Symbol	Example
Fence Line (Ex)		Break Line Symbol	Example
Center Line		Tree (Pr)	Tree (Ex), Shrub (Ex)
Right of Way (Ex)	Ex R/W	Tree (Remove)	Shrub (Remove)
Right of Way (Pr)	R/W	Evergreen (Ex)	Stump
Standard Highway Ease.(Ex)	Ex SH	Evergreen (Remove)	Stump (Remove)
Temporary Right of Way	TMP	Wetland (Pr)	Grass (Pr), Aerial Target
Channel Ease. (Pr)	CH	Post (Ex)	Mailbox (Ex), Mailbox (Pr)
Railroad		Light (Ex)	Telephone Marker (Ex) TEL
Guardrail (Ex)		Fire Hydrant (Ex)	Water Meter (Ex)
Construction Limits		Water Valve (Ex)	Utility Valve Unknown (Ex.)
Edge of Pavement (Ex)		Telephone Pole (Ex)	Power Pole (Ex)
Edge of Pavement (Pr)		Light Pole (Ex)	
Edge of Shoulder (Ex)			
Edge of Shoulder (Pr)			

FOR MONUMENT LEGEND SEE SHEET 7

I, HARRY G. HERBST III, P. S. HAVE SUPERVISED A TOPOGRAPHIC SURVEY INCLUDING THE EXISTING NGS MONUMENTS, PROJECT CONTROL POINTS AND PROPERTY POINTS FOR THE OHIO DEPARTMENT OF TRANSPORTATION IN MARCH, 2013. THE OHIO DEPARTMENT OF TRANSPORTATION HAS ALSO PROVIDED LIDAR BASEFILES ENCOMPASSING THE PROJECT. THE RESULTS OF BOTH SURVEYS ARE CONTAINED HEREIN.

UNDERGROUND UTILITY LOCATIONS ARE SHOWN FOR INFORMATION PURPOSES ONLY. THOUGH THEY ARE BELIEVED TO BE ACCURATE THEIR LOCATION IS AS MARKED ON THE GROUND BY THE UTILITY COMPANY PER THE OUPS AND OGPUPS CONFIRMATION NUMBERS LISTED ABOVE, AND THOSE MARKINGS SUBSEQUENTLY BEING SURVEYED AS PART OF THIS PROJECT.

THE HORIZONTAL COORDINATES EXPRESSED HEREIN ARE BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE ON NAD 83 (2007) DATUM. THE PROJECT COORDINATES (US SURVEY FOOT) ARE RELATIVE TO STATE PLANE GRID COORDINATES (US SURVEY FEET) BY A PROJECT ADJUSTMENT FACTOR OF 0.99988716

AS A PART OF THIS PROJECT I HAVE REESTABLISHED THE LOCATIONS OF THE EXISTING PROPERTY LINES AND THE EXISTING CENTERLINE OF RIGHT OF WAY FOR PROPERTY TAKES CONTAINED HEREIN.

AS A PART OF THIS PROJECT I HAVE ESTABLISHED THE PROPOSED PROPERTY LINES, CALCULATED THE GROSS TAKE, PRESENT ROADWAY OCCUPIED (PRO), NET TAKE AND NET RESIDUE, AS WELL AS PREPARED THE LEGAL DESCRIPTIONS NECESSARY TO ACQUIRE THE PARCELS AS SHOWN HEREIN. IRON PINS SET ARE REINFORCING ROD WITH ALUMINUM CAP STAMPED "ODOT R/W - PS 6596 - LJB INC" OR "ODOT - PS 6596 - LJB INC".

AS PART OF THIS WORK I HAVE SET RIGHT OF WAY MONUMENTS AT PROPERTY CORNERS, PROPERTY LINE INTERSECTIONS, POINTS ALONG THE RIGHT OF WAY AND/OR ANGLE POINTS ON THE RIGHT OF WAY, SECTION CORNERS AND OTHER POINTS SHOWN HEREIN.

ALL OF MY WORK CONTAINED HEREIN WAS CONDUCTED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE 4733-37 COMMONLY KNOWN AS "A MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO" UNLESS NOTED OTHERWISE.

THE WORDS I AND MY AS USED HEREIN ARE TO MEAN EITHER MYSELF OR SOMEONE WORKING UNDER MY DIRECT SUPERVISION.

*HARRY G. HERBST III*  
HARRY G. HERBST III, OHIO LICENSE #6596  
5/09/2014  
DATE:

SURVEYORS SEAL

SIGNED: *HARRY G. HERBST III*  
DATE: 5/09/2014

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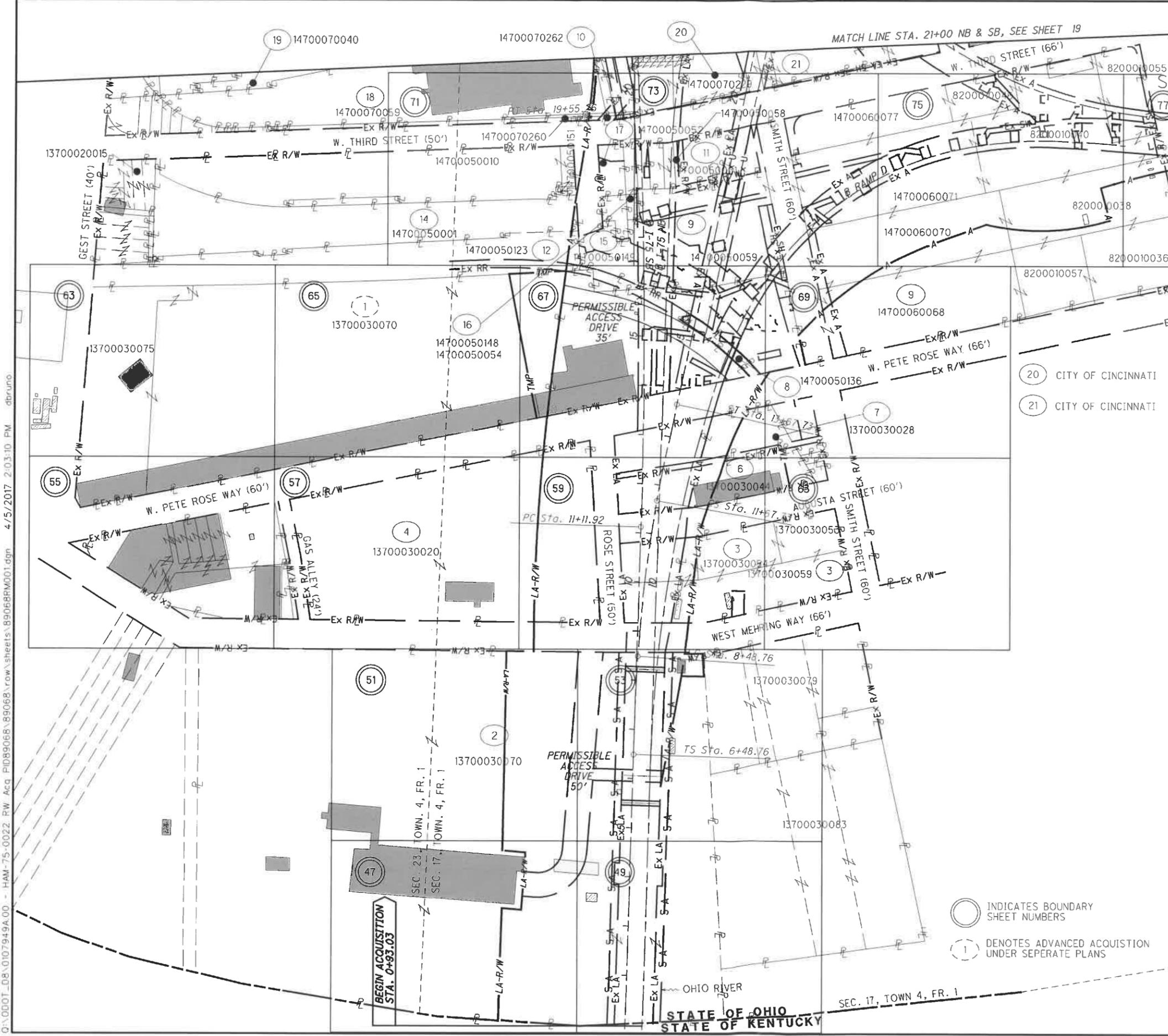
HAM-75-0.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 17, 18, 23 & 24, TOWN 4, FR. 1  
 SEC. 19 & 20, TOWN 4, FR. 2  
 CITY OF CINCINNATI



PID NO. **89068**  
 R/W DESIGNER RDH  
 R/W REVIEWER HGH

**PROPERTY MAP**

**HAM-75-00.22**



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- 1 LONGWORTH HALL, LLC, AN OHIO LIMITED LIABILITY COMPANY
- 2 DUKE ENERGY OHIO INC, FKA DUKE ENERGY, FKA CINCINNATI GAS & ELECTRIC CO.
- 3 HILLTOP BASIC RESOURCES, INC. FKA HILLTOP CONCRETE CORPORATION
- 4 DUKE ENERGY OHIO INC, FKA DUKE ENERGY, FKA CINCINNATI GAS & ELECTRIC CO.
- 5 CITY OF CINCINNATI
- 6 CINCINNATI DOCK PROPERTIES, INC. AN OHIO CORPORATION
- 7 CINCINNATI DOCK PROPERTIES, INC. AN OHIO CORPORATION
- 8 CENTRAL RAILROAD CO OF INDIANA
- 9 CITY OF CINCINNATI
- 10 CITY OF CINCINNATI
- 11 SPEEDWAY SUPERAMERICA LLC, A DELAWARE LIMITED LIABILITY COMPANY
- 12 THE CENTRAL RAILROAD CO. OF INDIANA
- 13 SEE SHEET 18
- 14 COVINGTON & CINCINNATI ELEVATED RAILROAD & TRANSFER & BRIDGE COMPANY, AN OHIO & KY. CORP.
- 15 CSX TRANSPORTATION, INC., A CORPORATION UNDER THE LAWS OF VIRGINIA
- 16 LONGWORTH HALL, LLC AN OHIO LIMITED LIABILITY CO.
- 17 NORTON OUTDOOR ADVERTISING, INC., AN OHIO CORPORATION, (1/3), AND CHRISTIAN THEOLOGICAL SEMINARY, AN INDIANA CORPORATION, (2/3)
- 18 BT-OH LLC, A DELAWARE LIMITED LIABILITY COMPANY FKA CLEVE COMPANY, FKA CALDWELL REALTY CO
- 19 TOWNVIEW 56TH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY

○ INDICATES BOUNDARY SHEET NUMBERS  
 ① DENOTES ADVANCED ACQUISITION UNDER SEPERATE PLANS

REV. BY	DATE	DESCRIPTION
HGH	3/9/15	PARCEL 17 - OWNER
DATE COMPLETED 5/09/2014		

18  
251

STATE OF OHIO  
STATE OF KENTUCKY

HAM-75-0.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 17, 18, 23 & 24, TOWN 4, FR. 1  
 SEC. 19 & 20, TOWN 4, FR. 2  
 CITY OF CINCINNATI



- 13 CITY OF CINCINNATI
- 18 BT-OH LLC, A DELAWARE LIMITED LIABILITY COMPANY  
FKA CLEVE COMPANY, FKA CALDWELL REALTY CO
- 19 TOWNVIEW 56TH STREET, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY
- 20 CITY OF CINCINNATI
- 21 CITY OF CINCINNATI
- 22 NORTON ADVERTISING, INC.  
AN OHIO CORPORATION
- 23 CITY OF CINCINNATI
- 24 DUKE ENERGY OHIO INC, FKA DUKE ENERGY, FKA  
CINCINNATI GAS & ELECTRIC CO.
- 25 BT-OH LLC, A DELAWARE LIMITED LIABILITY COMPANY  
FKA CLEVE COMPANY, FKA CALDWELL REALTY CO
- 26 CITY OF CINCINNATI
- 27 CITY OF CINCINNATI
- 28 CITY OF CINCINNATI
- 29 UNION BAPTIST CHURCH, INC.,  
AN OHIO NONPROFIT CORPORATION
- 30 CITY OF CINCINNATI
- 31 CITY OF CINCINNATI
- 33 WXIX BROADCAST PLAZA, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY
- 82 CITY OF CINCINNATI

○ INDICATES BOUNDARY SHEET NUMBERS



PID NO. **89068**  
 R/W DESIGNER RDH  
 R/W REVIEWER HGH

**PROPERTY MAP**

**HAM-75-00.22**

REV. BY	DATE	DESCRIPTION
HGH	3/22/17	ADD PARCEL 82-WL
HGH	3/9/15	PARCEL 22 - AERIAL EASEMENT
DATE COMPLETED		5/09/2014

19  
251

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HAM-75-0.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 17, 18, 23 & 24, TOWN 4, FR. 1  
 SEC. 19 & 20, TOWN 4, FR. 2  
 CITY OF CINCINNATI



PID NO. **89068**

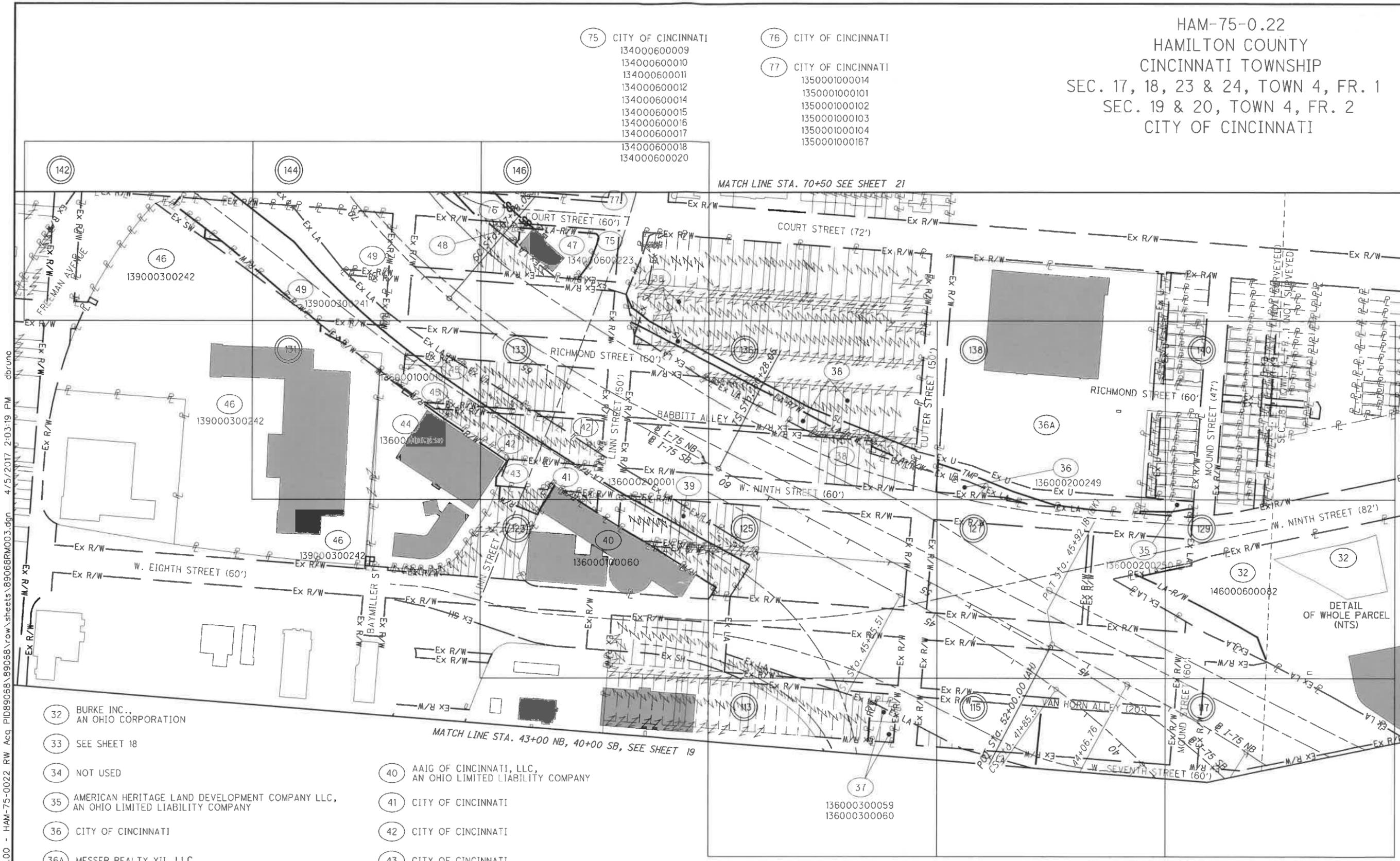
R/W DESIGNER  
 RDH  
 R/W REVIEWER  
 HGH

**PROPERTY MAP**

**HAM-75-00.22**

20  
251

- 75 CITY OF CINCINNATI  
 134000600009  
 134000600010  
 134000600011  
 134000600012  
 134000600014  
 134000600015  
 134000600016  
 134000600017  
 134000600018  
 134000600020
- 76 CITY OF CINCINNATI  
 1350001000014  
 1350001000101  
 1350001000102  
 1350001000103  
 1350001000104  
 1350001000167
- 77 CITY OF CINCINNATI  
 1350001000014  
 1350001000101  
 1350001000102  
 1350001000103  
 1350001000104  
 1350001000167



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- 32 BURKE INC., AN OHIO CORPORATION
- 33 SEE SHEET 18
- 34 NOT USED
- 35 AMERICAN HERITAGE LAND DEVELOPMENT COMPANY LLC, AN OHIO LIMITED LIABILITY COMPANY
- 36 CITY OF CINCINNATI
- 36A MESSER REALTY XII, LLC
- 37 CITY OF CINCINNATI
- 38 CITY OF CINCINNATI
- 39 CITY OF CINCINNATI
- 40 AAIG OF CINCINNATI, LLC, AN OHIO LIMITED LIABILITY COMPANY
- 41 CITY OF CINCINNATI
- 42 CITY OF CINCINNATI
- 43 CITY OF CINCINNATI
- 44 LINN STREET INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY
- 45 CITY OF CINCINNATI
- 46 FULLER PROPERTIES, LLC, A LIMITED LIABILITY COMPANY FORMED IN THE STATE OF OHIO

- 47 PHOENIX GRAPHIX INC, AN OHIO CORPORATION
- 48 MARK ONE INVESTMENTS, LTD, AN OHIO LIMITED LIABILITY COMPANY
- 49 CITY OF CINCINNATI

○ INDICATES BOUNDARY SHEET NUMBERS

REV. BY	DATE	DESCRIPTION
HGH	3/7/17	REVISE OWNERSHIP PARCEL 36
DATE COMPLETED 5/09/2014		

HAM-75-0.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 17, 18, 23 & 24, TOWN 4, FR. 1  
 SEC. 19 & 20, TOWN 4, FR. 2  
 CITY OF CINCINNATI

- (72) CITY OF CINCINNATI
- (78) CITY OF CINCINNATI
- (79) CITY OF CINCINNATI  
 13900030038  
 13900030039  
 13900030040  
 13900030041  
 13900030042
- (80) CITY OF CINCINNATI
- (81) A.D.A. INVESTMENT GROUP, INC.,  
 AN OHIO CORPORATION  
 13500030018

L & N INVESTMENT CORPORATION, A CORPORATION UNDER  
 THE LAWS OF DELAWARE

MATCH LINE STA. 89+50 SEE SHEET 22

MATCH LINE STA. 70+50 SEE SHEET 20

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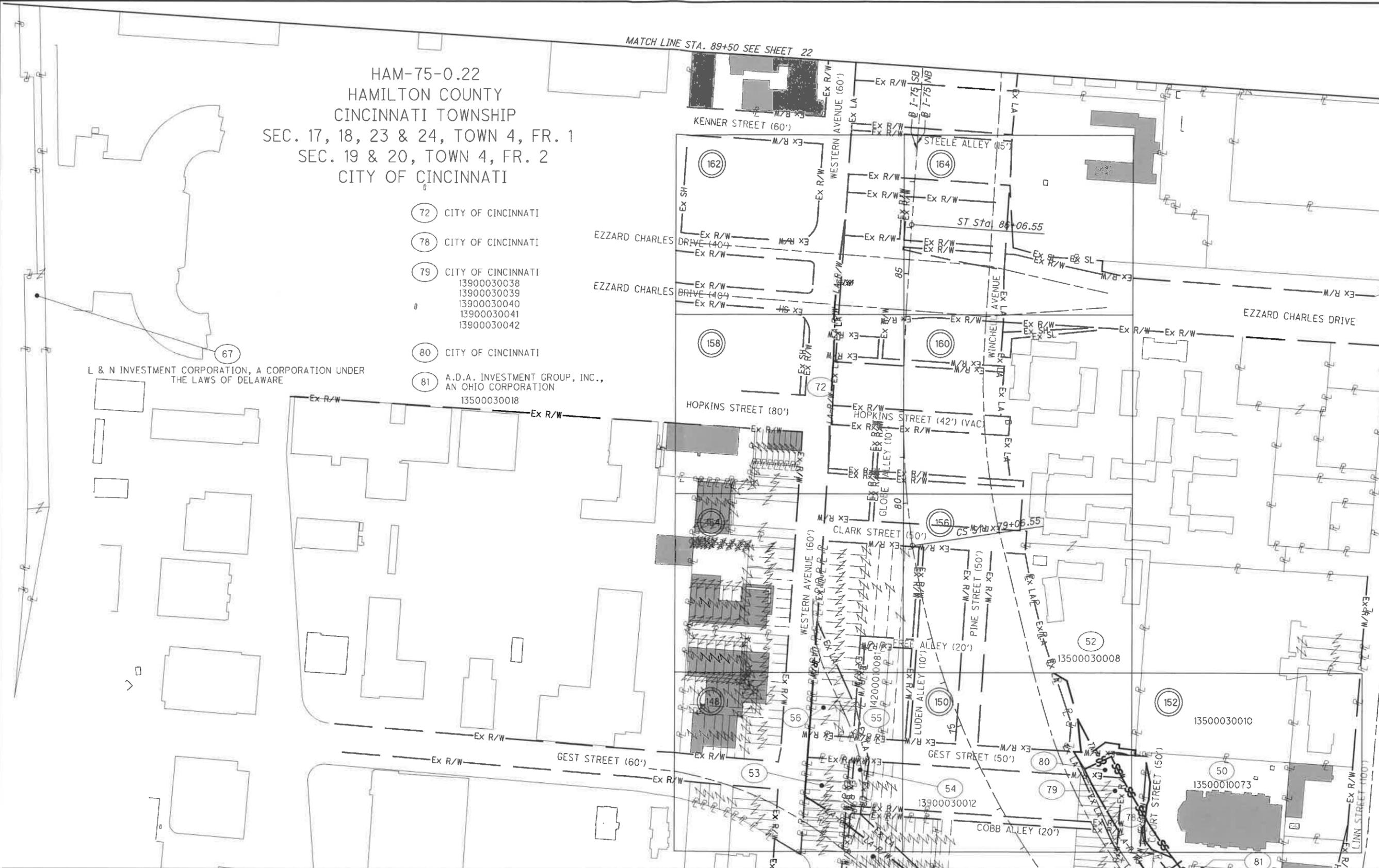


HORIZONTAL SCALE IN FEET  
 0 50 100 200

R/W DESIGNER RDH	R/W REVIEWER HIGH	PID NO. <b>89068</b>
<b>PROPERTY MAP</b>		
<b>HAM-75-00.22</b>		
REV. BY DATE		DESCRIPTION
DATE COMPLETED 5/09/2014		

(21)  
251

- (50) CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY, AN OHIO NOT-FOR-PROFIT CORPORATION
  - (53) CITY OF CINCINNATI  
13900030001  
13900030002  
13900030003  
13900030004  
13900030005  
13900030006
  - (54) CITY OF CINCINNATI
  - (55) CITY OF CINCINNATI
  - (56) CITY OF CINCINNATI  
14200010069 14200010076  
14200010070 14200010077  
14200010071 14200010078  
14200010072 14200010079  
14200010073  
14200010074
  - (51) CITY OF CINCINNATI
  - (52) EZZARD CHARLES ASSOCIATES, L.P., A MISSOURI LIMITED LIABILITY COMPANY
- ( ) INDICATES BOUNDARY SHEET NUMBERS







GRANTEE: ALL RIGHT OF WAY ACQUIRED IN THE NAME OF THE STATE OF OHIO UNLESS OTHERWISE SHOWN.  
WDV = CITY OF CINCINNATI WDU = DUKE ENERGY OHIO, INC., AN OHIO CORPORATION  
ALL AREAS IN ACRES \* DENOTES RIGHT OF WAY ENCROACHMENT

Table with columns: PARCEL NO., OWNER, SHEET NO., OWNERS RECORD BOOK/PAGE, AUDITOR'S PARCEL, RECORD AREA, TOTAL P.R.O., GROSS TAKE, P.R.O. IN TAKE, NET TAKE, STRUCTURE, NET RESIDUE LEFT/RIGHT, TYPE FUND, REMARKS, AS ACQUIRED BOOK/PAGE. Rows include parcels 78-WL, 78-SS, 79-WL, 79-SS, 80-WL, 80-SS, 81-SS, 82-WL, 83-WL.

FEDERAL PROJECT NO. E120979  
PID NO. 89068  
STATE JOB NO. 487751  
R/W DESIGNER RDH  
R/W REVIEWER HGH

SUMMARY OF ADDITIONAL

HAM-75-00.22

PARCEL IDENTIFIER LEGEND:

WDU = FEE SIMPLE WITH RESERVATION OF ACCESS IN THE NAME OF DUKE ENERGY OHIO, INC.  
WDV = FEE SIMPLE WITH RESERVATION OF ACCESS IN THE NAME OF THE CITY OF CINCINNATI  
WL = FEE SIMPLE WITH LIMITATION OF ACCESS  
LA = LIMITED ACCESS EASEMENT SH = STANDARD HIGHWAY EASEMENT PRW = PROPERTY RIGHT FEE SIMPLE  
A = AERIAL EASEMENT SL = SLOPE EASEMENT  
SS = SUBSURFACE EASEMENT T = TEMPORARY EASEMENT

NOTE: ALL TEMPORARY PARCELS TO BE OF 36 MONTHS DURATION.

NOTE: UNDER NO CIRCUMSTANCES ARE TEMPORARY EASEMENTS TO BE USED FOR STORAGE OF MATERIAL OR EQUIPMENT BY THE CONTRACTORS UNLESS NOTED OTHERWISE.

Table with columns: REV. BY, DATE, DESCRIPTION. Rows: HGH 3/07/19 ADD PARCELS 78-WL, 79-WL, 80-WL, 83-WL; HGH 8/14/17 REVISE DEED, PARCEL 82; HGH 3/22/17 ADD PARCEL 82-WL.

Table with columns: FIELD REVIEW BY, OWNERSHIP VERIFIED BY, DATE COMPLETED, DATE. Rows: FIELD REVIEW BY: JIM BENEDICT DATE: 4/30/2014; OWNERSHIP VERIFIED BY: TERRY HOPPES DATE: 2/20/2014; DATE COMPLETED: 5/9/2014.

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HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 17, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. 89068  
R/W DESIGNER RDH  
R/W REVIEWER HIGH

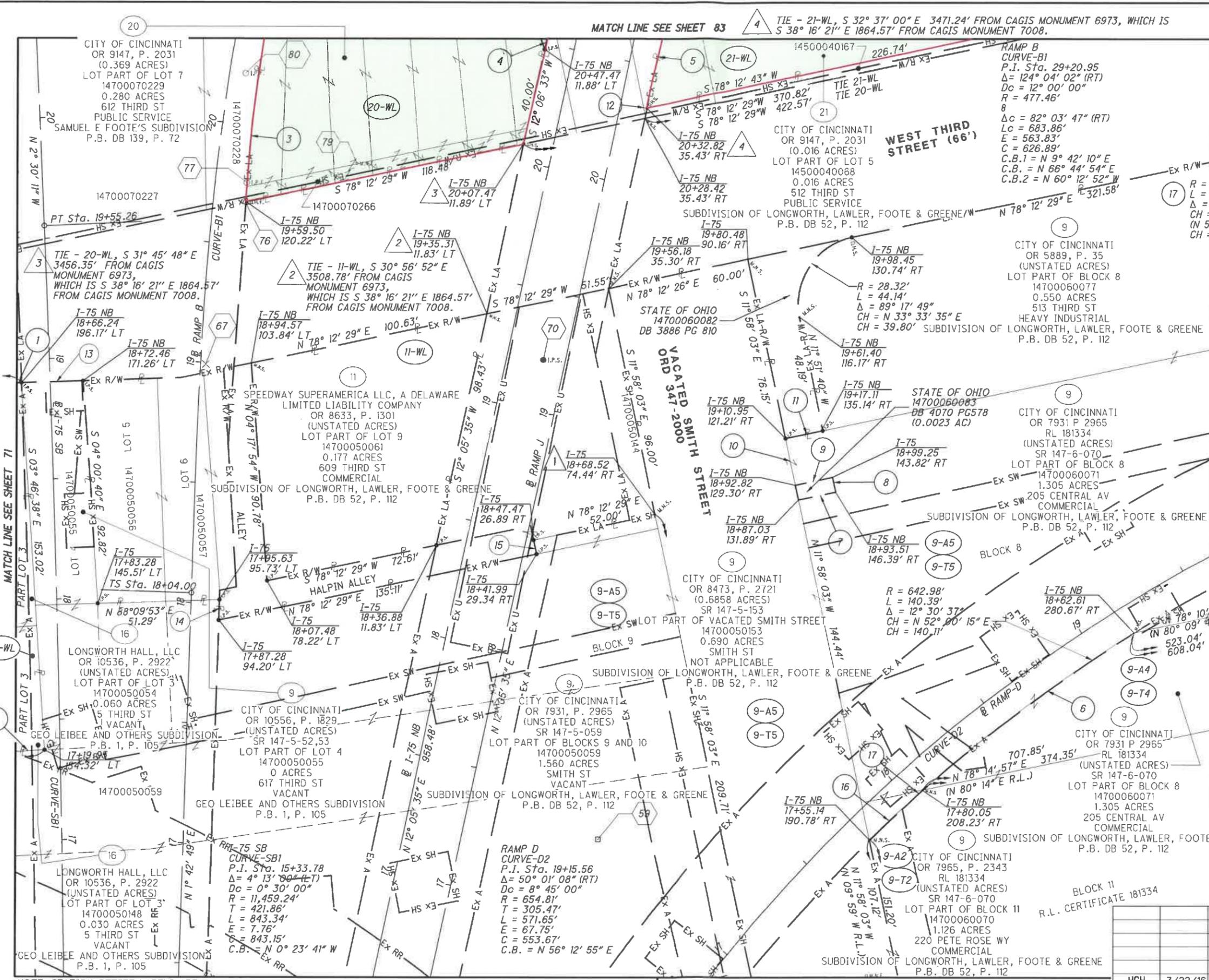
RIGHT OF WAY BOUNDARY SHEET  
I-75

HAM-75-00.22

73  
251

MATCH LINE SEE SHEET 83

4 TIE - 21-WL, S 32° 37' 00" E 3471.24' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.



4/5/2017 2:06:15 PM dbruno

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

MATCH LINE SEE SHEET 67  
FOR CURVE DATA, RAMP D, CURVE-D2 SEE SHEET 67

1 TIE - 9-WL, S 31° 13' 28" E 3,616.51' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.

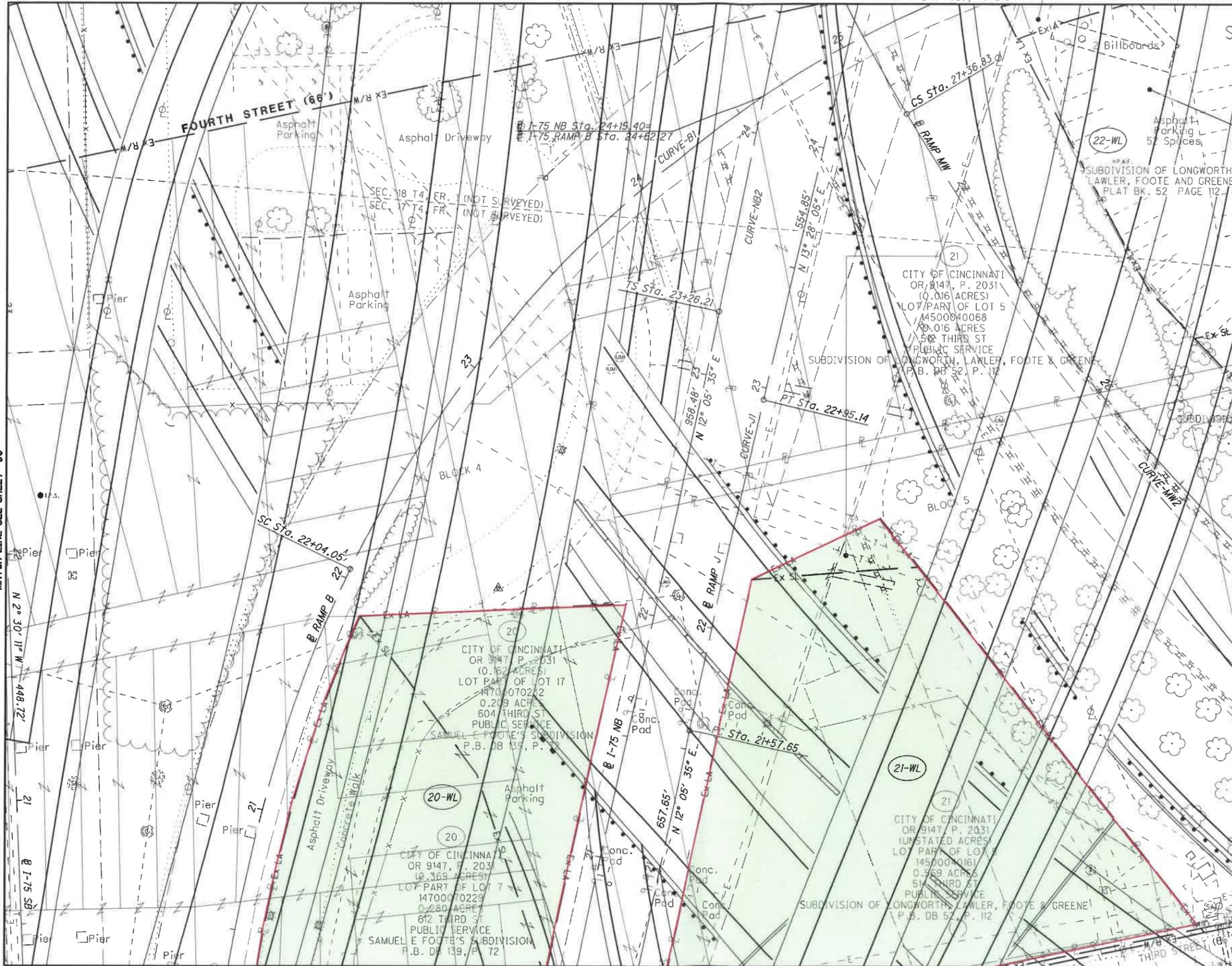
MATCH LINE SEE SHEET 69

REV. BY	DATE	DESCRIPTION
HGH	3/22/16	ADD EX. AERIAL, E. SIDE SMITH ST.
DATE COMPLETED	5/09/2014	

- 1 N 88° 04' 30" E - 25.66'
- 2 S 86° 35' 22" W - 25.66'
- 3 R = 630.60'  
L = 159.09'  
Δ = 14° 27' 18" RT  
CH = N 10° 20' 56" E  
CH = 158.67'
- 4 S 12° 06' 33" W - 155.00'
- 5 N 12° 08' 23" E - 125.09'
- 6 R = 642.98'  
L = 109.97'  
Δ = 09° 47' 59"  
CH = N 53° 21' 34" E  
(N 55° 20' 37" E R.L.)  
CH = 109.84'
- 7 N 78° 01' 42" E - 15.88'
- 8 N 11° 58' 03" W - 6.29'
- 9 N 78° 12' 57" E - 15.88'
- 10 N 11° 58' 03" W - 19.85'
- 11 N 78° 14' 53" E - 15.88'
- 12 N 12° 08' 36" E - 4.40'
- 13 N 88° 04' 29" W - 25.68'
- 14 S 01° 41' 19" W - 8.48'
- 15 N 11° 58' 04" E - 6.00'
- 16 R = 642.98'  
L = 30.42'  
Δ = 02° 42' 38"  
CH = N 47° 06' 16" E  
(N 49° 04' 39" E R.L.)  
CH = 30.41'

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MATCH LINE SEE SHEET 80



MATCH LINE SEE SHEET 92

MATCH LINE SEE SHEET 72

EXISTING AERIAL EASEMENT  
TO CITY OF CINCINNATI  
BK. 7828, P. 1316

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 17 & 18, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. **89068**  
R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY TOPO SHEET**  
**I-75**

**HAM-75-00.22**

82  
251

22  
NORTON ADVERTISING, INC.  
AN OHIO CORPORATION  
D.B. 4269, P. 1083  
(0.582 ACRES)  
LOT PART OF LOT 5  
14500040059  
0.583 ACRES  
333 JOHN ST  
COMMERCIAL  
SUBDIVISION OF LONGWORTH, LAWLER, FOOTE & GREENE  
P.B. DB 52, P. 112

REV. BY	DATE	DESCRIPTION
HGH	3/9/15	PARCEL 22 - AERIAL EASEMENT
DATE COMPLETED	5/09/2014	

NOTE: LIGHTS MOUNTED ON BRIDGE  
SUPERSTRUCTURE NOT SHOWN  
FOR CLARITY

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 17 & 18, TOWN 4, FR. 1  
CITY OF CINCINNATI



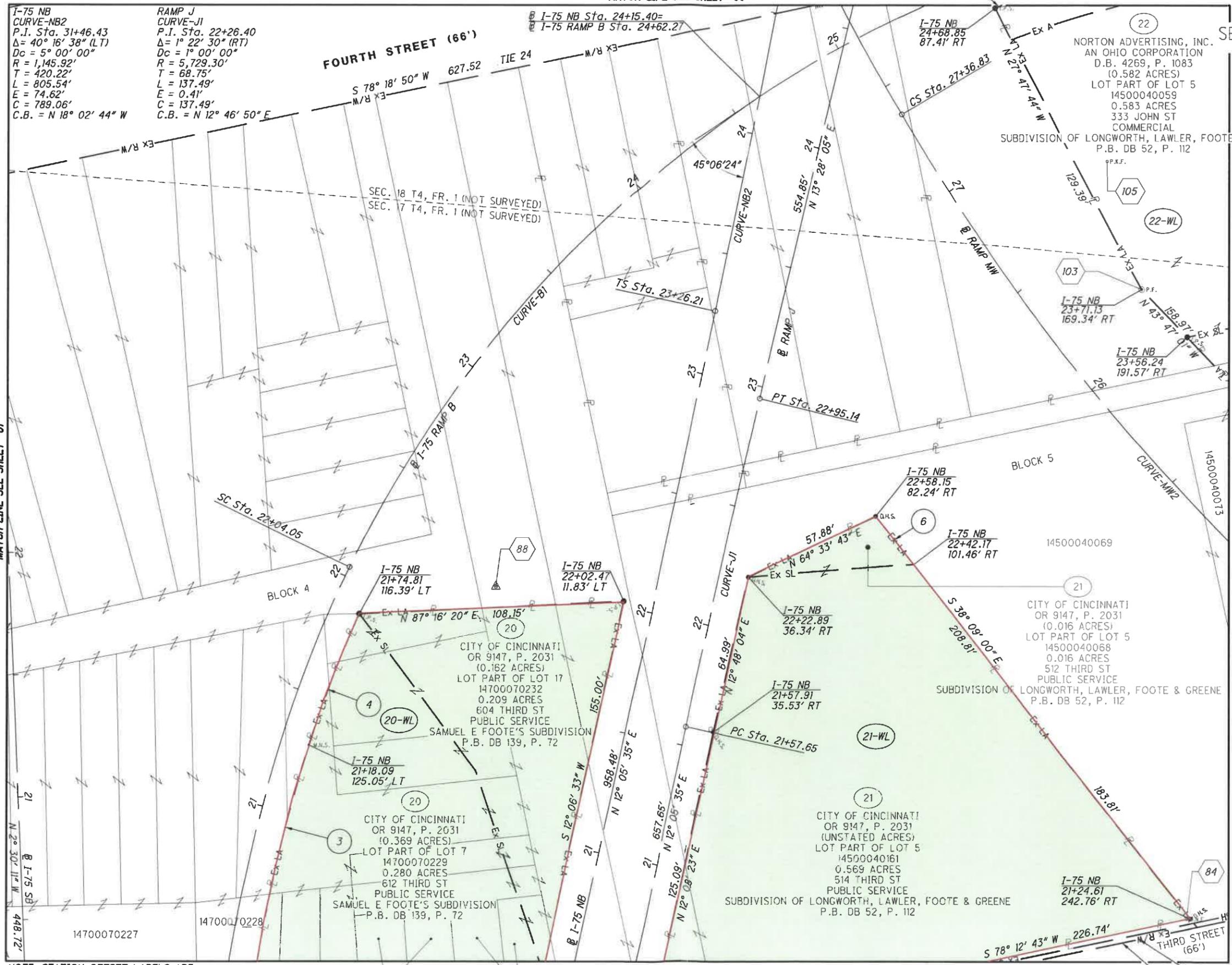
PID NO. 89068

R/W DESIGNER RDH  
R/W REVIEWER HIGH

RIGHT OF WAY BOUNDARY SHEET  
I-75

HAM-75-00.22

83  
251



I-75 NB  
CURVE-NB2  
P.I. Sta. 31+46.43  
Δ = 40° 16' 38" (LT)  
Dc = 5° 00' 00"  
R = 1,145.92'  
L = 805.54'  
T = 420.22'  
E = 74.62'  
C = 789.06'  
C.B. = N 18° 02' 44" W

RAMP J  
CURVE-J1  
P.I. Sta. 22+26.40  
Δ = 1° 22' 30" (RT)  
Dc = 1° 00' 00"  
R = 5,729.30'  
L = 137.49'  
T = 68.75'  
E = 0.41'  
C = 137.49'  
C.B. = N 12° 46' 50" E

MATCH LINE SEE SHEET 93

MATCH LINE SEE SHEET 81

MATCH LINE SEE SHEET 85

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE @ I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

MATCH LINE SEE SHEET 73

FOR RAMP MW, CURVE-MW2 DATA SEE SHEET 73  
FOR RAMP B, CURVE-BI DATA SEE SHEET 73

- 1 S 87° 12' 20" W - 370.82' TIE 21-WL
- 2 S 87° 12' 20" W - 422.57' TIE 20-WL
- 3 R = 630.60'  
L = 159.09'  
Δ = 14° 27' 18" RT  
CH = N 10° 20' 56" E  
CH = 158.67'
- 4 R = 513.66'  
L = 57.40'  
Δ = 06° 24' 09" RT  
CH = N 20° 46' 42" E  
CH = 57.37'
- 5 R = 465.63'  
L = 144.91'  
Δ = 17° 49' 52" RT  
CH = N 78° 03' 00" E  
CH = 144.33'
- 6 S 38° 09' 00" E - 25.00'

REV. BY	DATE	DESCRIPTION

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HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI

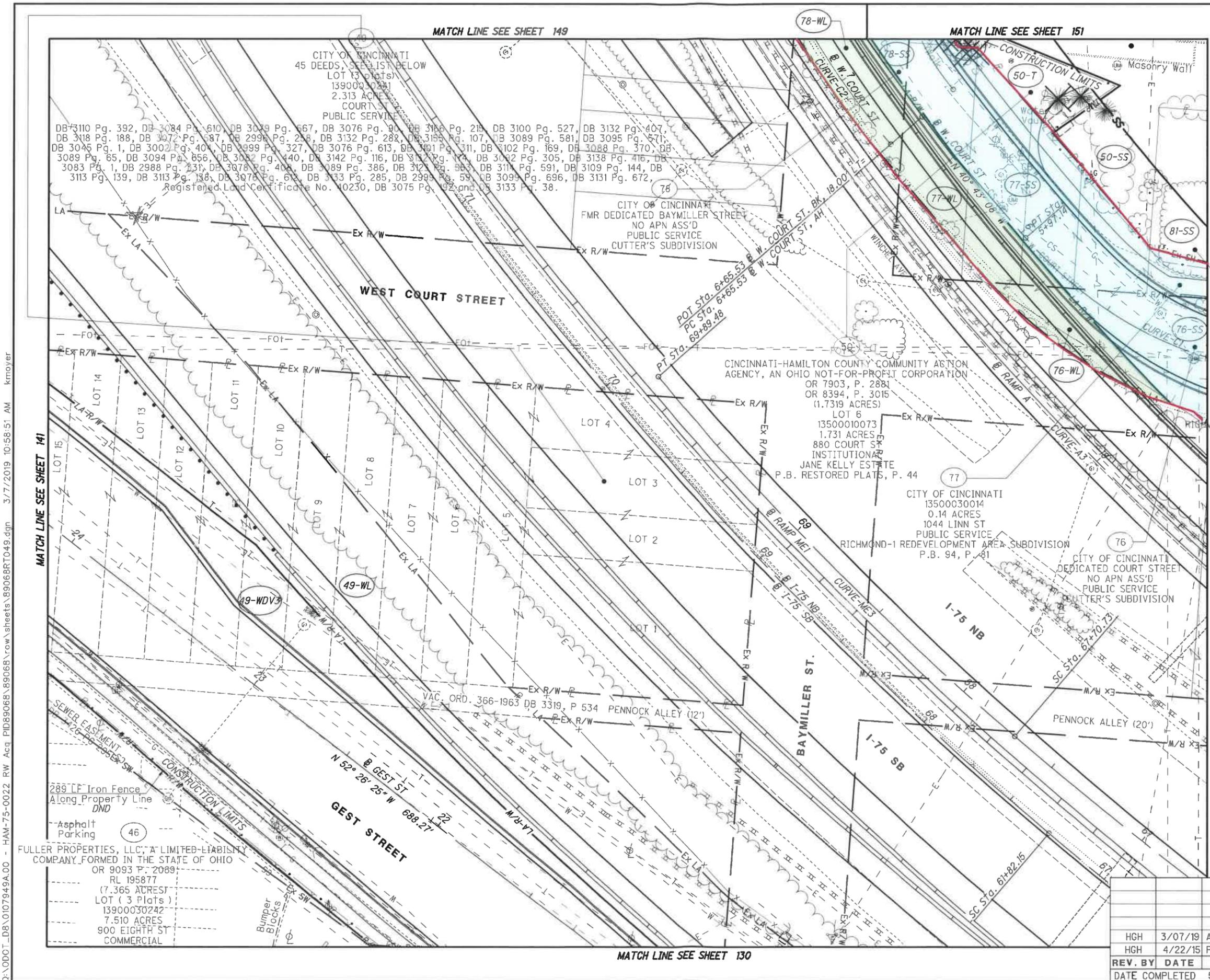


PID NO. **89068**  
R/W DESIGNER RDH  
R/W REVIEWER HIGH

RIGHT OF WAY TOPO SHEET  
**1-75**

HAM-75-00.22

143  
251



A. D. A. INVESTMENT GROUP, INC.  
AN OHIO CORPORATION  
OR 6015, P. 2229  
(1.21655 ACRES)  
LOT PART OF LOT 12  
13500030018  
0.722 ACRES  
W. COURT ST  
COMMERCIAL  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 94, P. 81

CITY OF CINCINNATI  
45 DEEDS, SEE LIST BELOW  
LOT (3 PLATS)  
13900030241  
2.313 ACRES  
COURT ST  
PUBLIC SERVICE  
DB 3110 Pg. 392, DB 3084 Pg. 610, DB 3029 Pg. 667, DB 3076 Pg. 90, DB 3106 Pg. 215, DB 3100 Pg. 527, DB 3132 Pg. 407,  
DB 3118 Pg. 188, DB 3072 Pg. 687, DB 2996 Pg. 238, DB 3132 Pg. 282, DB 3155 Pg. 107, DB 3089 Pg. 581, DB 3095 Pg. 571,  
DB 3045 Pg. 1, DB 3002 Pg. 40, DB 2999 Pg. 327, DB 3076 Pg. 613, DB 3101 Pg. 311, DB 3102 Pg. 169, DB 3088 Pg. 370, DB  
3089 Pg. 65, DB 3094 Pg. 656, DB 3082 Pg. 440, DB 3142 Pg. 116, DB 3123 Pg. 172, DB 3092 Pg. 305, DB 3138 Pg. 416, DB  
3083 Pg. 1, DB 2988 Pg. 231, DB 3078 Pg. 402, DB 3089 Pg. 386, DB 3123 Pg. 86, DB 3111 Pg. 591, DB 3109 Pg. 144, DB  
3113 Pg. 139, DB 3113 Pg. 138, DB 3078 Pg. 612, DB 3133 Pg. 285, DB 2999 Pg. 59, DB 3099 Pg. 696, DB 3131 Pg. 672,  
Registered Land Certificate No. 40230, DB 3075 Pg. 92 and DB 3133 Pg. 38.

CITY OF CINCINNATI  
FMR DEDICATED BAYMILLER STREET  
NO APN ASS'D  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION  
AGENCY, AN OHIO NOT-FOR-PROFIT CORPORATION  
OR 7903, P. 2881  
OR 8394, P. 3015  
(1.7319 ACRES)  
LOT 6  
13500010073  
1.731 ACRES  
880 COURT ST  
INSTITUTIONAL  
JANE KELLY ESTATE  
P.B. RESTORED PLATS, P. 44

CITY OF CINCINNATI  
13500030014  
0.14 ACRES  
1044 LINN ST  
PUBLIC SERVICE  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 94, P. 81

CITY OF CINCINNATI  
DEDICATED COURT STREET  
NO APN ASS'D  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

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REV. BY	DATE	DESCRIPTION
HGH	3/07/19	ADD PARCELS 76-WL, 77-WL, 78-WL
HGH	4/22/15	PARCEL 46 - UPDATE TOPO, REV. TEMPS
DATE COMPLETED 5/09/2014		



HORIZONTAL SCALE IN FEET

PID NO. 89068

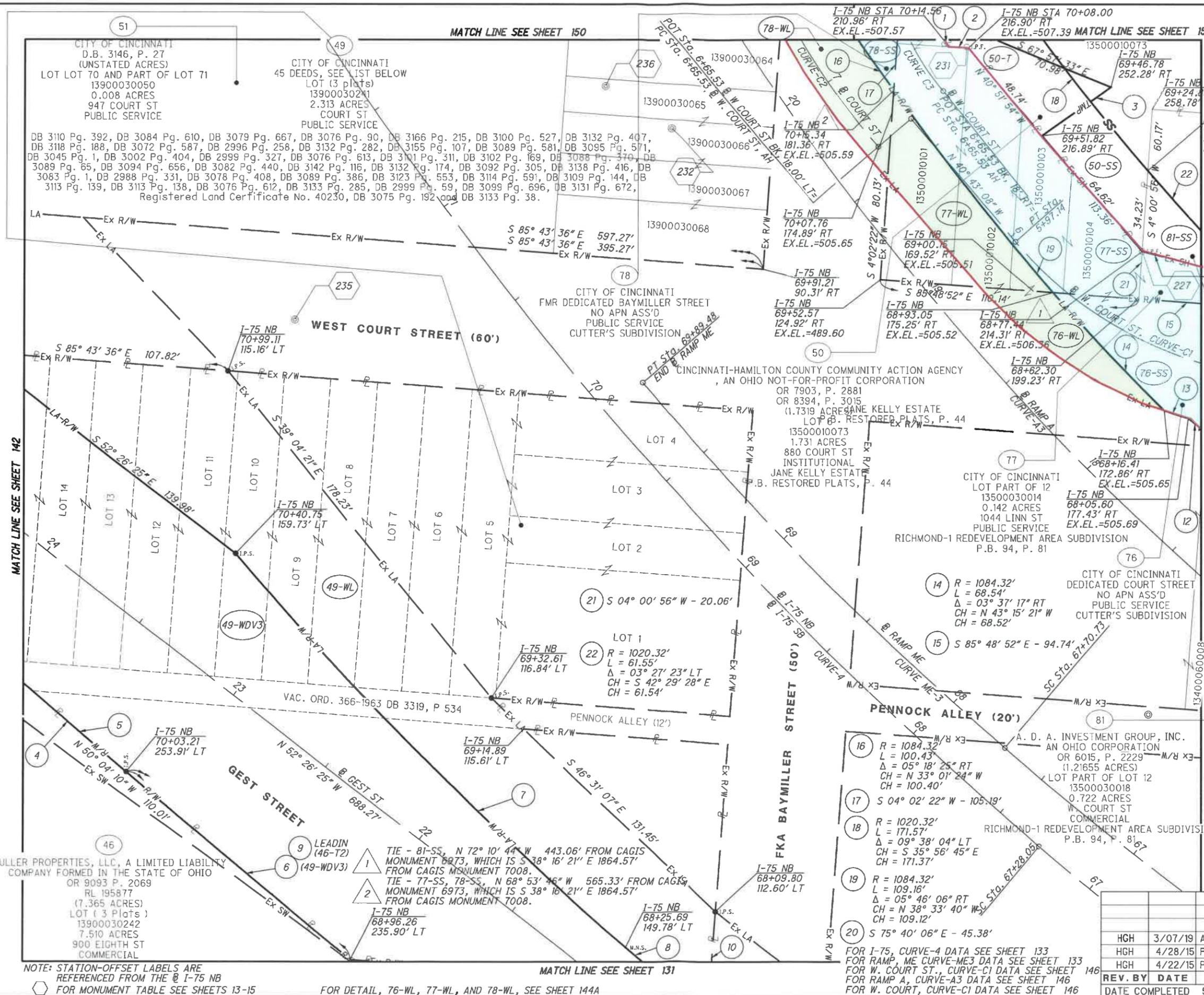
R/W DESIGNER RDH R/W REVIEWER HGH

RIGHT OF WAY BOUNDARY SHEET I-75

HAM-75-00.22

144 251

HAM-75-0.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



- 1 R = 88.25'  
L = 60.60'  
Δ = 39° 20' 29" RT  
CH = N 15° 40' 57" W  
CH = 59.41'
- 2 N 85° 56' 51" W - 8.23'
- 3 S 55° 00' 48" W - 35.65'
- 4 LEADIN 46-T2  
R = 3842.55'  
L = 145.20'  
Δ = 02° 09' 54" LT  
CH = N 50° 25' 27" W  
CH = 145.19'
- 5 R = 3842.55'  
L = 190.13'  
Δ = 02° 50' 06" LT  
CH = N 50° 45' 33" W  
CH = 190.11'
- 6 R 3878.55'  
L = 124.25'  
Δ = 01° 50' 08" RT  
CH = N 50° 15' 34" W  
CH = 124.24'
- 7 R = 1646.69'  
L = 235.64'  
Δ = 08° 11' 56" RT  
CH = N 44° 55' 07" W  
CH = 235.43'
- 8 R = 2164.95'  
L = 23.82'  
Δ = 00° 37' 50" RT  
CH = N 49° 33' 40" W  
CH = 23.82'
- 9 R = 3878.55'  
L = 304.25'  
Δ = 04° 29' 40" LT  
CH = N 51° 35' 20" W  
CH = 304.17'
- 10 S 04° 18' 07" W - 32.06'
- 11 NOT USED
- 12 N 50° 58' 49" W - 19.46'
- 13 R = 192.00'  
L = 10.68'  
Δ = 03° 11' 13" RT  
CH = N 72° 04' 15" W  
CH = 10.68'

FOR I-75, CURVE-4 DATA SEE SHEET 133  
 FOR RAMP, ME CURVE-ME3 DATA SEE SHEET 133  
 FOR W. COURT ST., CURVE-C1 DATA SEE SHEET 146  
 FOR RAMP A, CURVE-A3 DATA SEE SHEET 146  
 FOR W. COURT, CURVE-C1 DATA SEE SHEET 146

REV. BY	DATE	DESCRIPTION
HGH	3/07/19	ADD PARCELS 76-WL, 77-WL, 78-WL
HGH	4/28/15	PARCEL 49-WDV - ADJUST BOUNDARY
HGH	4/22/15	PARCEL 46 - UPDATE TOPO, REV. TEMPS
DATE COMPLETED 5/09/2014		

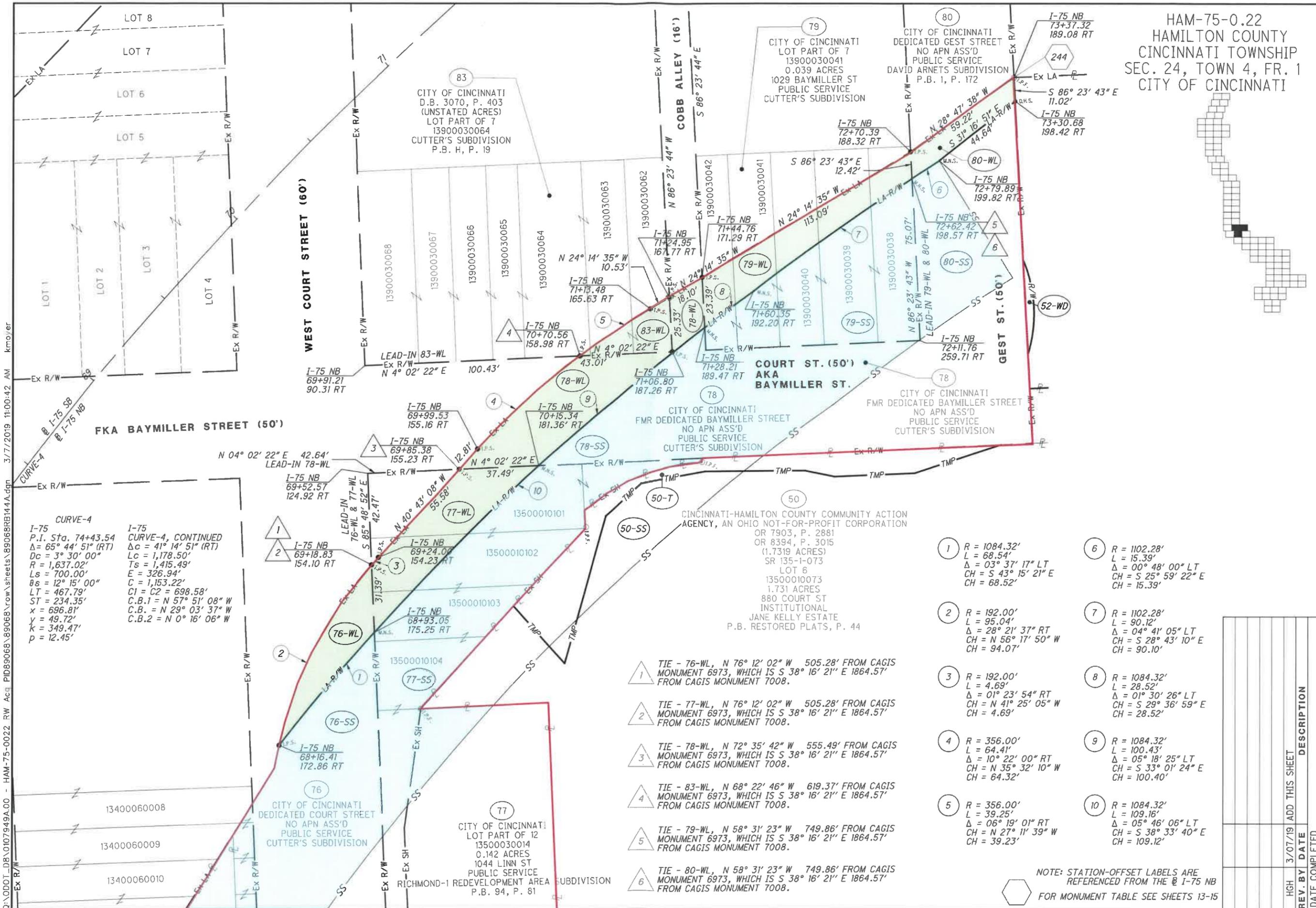
CITY OF CINCINNATI  
D.B. 3146, P. 27  
(UNSTATED ACRES)  
LOT LOT 70 AND PART OF LOT 71  
13900030050  
0.008 ACRES  
947 COURT ST  
PUBLIC SERVICE

CITY OF CINCINNATI  
45 DEEDS, SEE LIST BELOW  
LOT (3 PLATS)  
13900030241  
2.313 ACRES  
COURT ST  
PUBLIC SERVICE

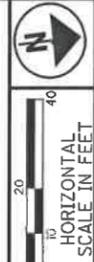
DB 3110 Pg. 392, DB 3084 Pg. 610, DB 3079 Pg. 667, DB 3076 Pg. 90, DB 3166 Pg. 215, DB 3100 Pg. 527, DB 3132 Pg. 407, DB 3118 Pg. 188, DB 3072 Pg. 587, DB 2996 Pg. 258, DB 3132 Pg. 282, DB 3155 Pg. 107, DB 3089 Pg. 581, DB 3095 Pg. 571, DB 3045 Pg. 1, DB 3002 Pg. 404, DB 2999 Pg. 327, DB 3076 Pg. 613, DB 3101 Pg. 311, DB 3102 Pg. 169, DB 3088 Pg. 370, DB 3089 Pg. 65, DB 3094 Pg. 656, DB 3082 Pg. 440, DB 3142 Pg. 116, DB 3132 Pg. 174, DB 3092 Pg. 305, DB 3138 Pg. 416, DB 3083 Pg. 1, DB 2988 Pg. 331, DB 3078 Pg. 408, DB 3089 Pg. 386, DB 3123 Pg. 553, DB 3114 Pg. 591, DB 3109 Pg. 144, DB 3113 Pg. 139, DB 3113 Pg. 138, DB 3076 Pg. 612, DB 3133 Pg. 285, DB 2999 Pg. 59, DB 3099 Pg. 696, DB 3131 Pg. 672, Registered Land Certificate No. 40230, DB 3075 Pg. 192 and DB 3133 Pg. 38.

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE @ I-75 NB  
 FOR MONUMENT TABLE SEE SHEETS 13-15  
 MATCH LINE SEE SHEET 142  
 MATCH LINE SEE SHEET 131  
 MATCH LINE SEE SHEET 146  
 FOR DETAIL, 76-WL, 77-WL, AND 78-WL, SEE SHEET 144A

G:\0001\_D8\0107949A.00 - HAM-75-00.22 RW Acq PID89068-89068.rdw\sheet\89068RBO49.dgn 3/7/2019 10:59:53 AM kmoyer



HAM-75-0.22  
 HAMILTON COUNTY  
 CINCINNATI TOWNSHIP  
 SEC. 24, TOWN 4, FR. 1  
 CITY OF CINCINNATI



PID NO.  
**89068**

R/W DESIGNER  
 RDH  
 R/W REVIEWER  
 HGH

**RIGHT OF WAY BOUNDARY SHEET**  
 I-75

**HAM-75-00.22**

DATE COMPLETED  
 3/07/19  
 ADD THIS SHEET  
 DESCRIPTION  
 144A  
 251

Q:\DDOT\DB\0107949A.00 - HAM-75-00.22 RW Acq PID89068\89068\row\sheet\89068\RB144.dgn 3/7/2019 11:00:42 AM kmoyer

**CURVE-4**  
 I-75  
 P.I. Sta. 74+43.54  
 $\Delta = 65^\circ 44' 51''$  (RT)  
 $Dc = 3^\circ 30' 00''$   
 $R = 1,637.02'$   
 $Ls = 700.00'$   
 $\theta_s = 12^\circ 15' 00''$   
 $LT = 467.79'$   
 $ST = 234.35'$   
 $x = 696.81'$   
 $y = 49.72'$   
 $k = 349.47'$   
 $p = 12.45'$

**I-75**  
**CURVE-4, CONTINUED**  
 $\Delta c = 41^\circ 14' 51''$  (RT)  
 $Lc = 1,178.50'$   
 $Ts = 1,415.49'$   
 $E = 326.94'$   
 $C = 1,153.22'$   
 $C1 = C2 = 698.58'$   
 $C.B.1 = N 57^\circ 51' 08'' W$   
 $C.B. = N 29^\circ 03' 37'' W$   
 $C.B.2 = N 0^\circ 16' 06'' W$

- |   |  |
|---|--|
| <p>1 TIE - 76-WL, N 76° 12' 02" W 505.28' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.</p> <p>2 TIE - 77-WL, N 76° 12' 02" W 505.28' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.</p> <p>3 TIE - 78-WL, N 72° 35' 42" W 555.49' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.</p> <p>4 TIE - 83-WL, N 68° 22' 46" W 619.37' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.</p> <p>5 TIE - 79-WL, N 58° 31' 23" W 749.86' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.</p> <p>6 TIE - 80-WL, N 58° 31' 23" W 749.86' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.</p> | <p>1 R = 1084.32'<br/>L = 68.54'<br/><math>\Delta = 03^\circ 37' 17''</math> LT<br/>CH = S 43° 15' 21" E<br/>CH = 68.52'</p> <p>2 R = 192.00'<br/>L = 95.04'<br/><math>\Delta = 28^\circ 21' 37''</math> RT<br/>CH = N 56° 17' 50" W<br/>CH = 94.07'</p> <p>3 R = 192.00'<br/>L = 4.69'<br/><math>\Delta = 01^\circ 23' 54''</math> RT<br/>CH = N 41° 25' 05" W<br/>CH = 4.69'</p> <p>4 R = 356.00'<br/>L = 64.41'<br/><math>\Delta = 10^\circ 22' 00''</math> RT<br/>CH = N 35° 32' 10" W<br/>CH = 64.32'</p> <p>5 R = 356.00'<br/>L = 39.25'<br/><math>\Delta = 06^\circ 19' 01''</math> RT<br/>CH = N 27° 11' 39" W<br/>CH = 39.23'</p> <p>6 R = 1102.28'<br/>L = 15.39'<br/><math>\Delta = 03^\circ 37' 17''</math> LT<br/>CH = S 25° 59' 22" E<br/>CH = 15.39'</p> <p>7 R = 1102.28'<br/>L = 90.12'<br/><math>\Delta = 04^\circ 41' 05''</math> LT<br/>CH = S 28° 43' 10" E<br/>CH = 90.10'</p> <p>8 R = 1084.32'<br/>L = 28.52'<br/><math>\Delta = 01^\circ 30' 26''</math> LT<br/>CH = S 29° 36' 59" E<br/>CH = 28.52'</p> <p>9 R = 1084.32'<br/>L = 100.43'<br/><math>\Delta = 05^\circ 18' 25''</math> LT<br/>CH = S 33° 01' 24" E<br/>CH = 100.40'</p> <p>10 R = 1084.32'<br/>L = 109.16'<br/><math>\Delta = 05^\circ 46' 06''</math> LT<br/>CH = S 38° 33' 40" E<br/>CH = 109.12'</p> |
|---|--|

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE @ I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PTD NO. **89068**

R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY TOPO SHEET**  
I-75

**HAM-75-00.22**

145  
251

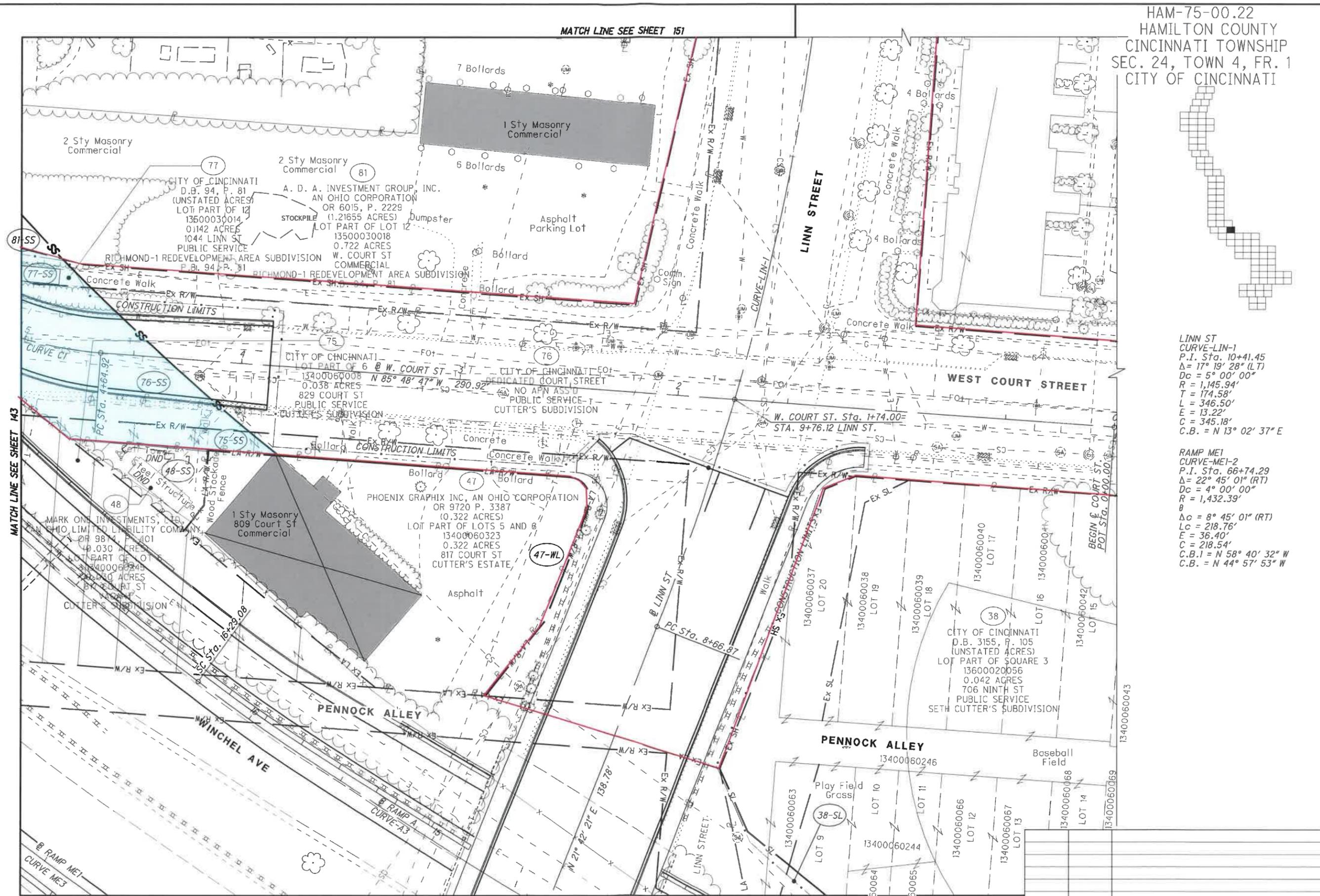
MATCH LINE SEE SHEET 151

MATCH LINE SEE SHEET 132

MATCH LINE SEE SHEET 143

LINN ST  
CURVE-LIN-1  
P.I. Sta. 10+41.45  
 $\Delta = 17^\circ 19' 28''$  (LT)  
Dc =  $5^\circ 00' 00''$   
R = 1,145.94'  
T = 174.58'  
L = 346.50'  
E = 13.22'  
C = 345.18'  
C.B. = N  $13^\circ 02' 37''$  E

RAMP ME1  
CURVE-ME1-2  
P.I. Sta. 66+74.29  
 $\Delta = 22^\circ 45' 01''$  (RT)  
Dc =  $4^\circ 00' 00''$   
R = 1,432.39'  
b  
 $\Delta c = 8^\circ 45' 01''$  (RT)  
Lc = 218.76'  
E = 36.40'  
C = 218.54'  
C.B.1 = N  $58^\circ 40' 32''$  W  
C.B. = N  $44^\circ 57' 53''$  W



REV. BY	DATE	DESCRIPTION
	5/09/2014	

G:\ODOT\DB\0107949A.00 - HAM-75-0022.RW Acq PID89068\89068\row\sheets\89068\RTD50.dgn 4/5/2017 2:11:37 PM cbruno

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. **89068**

R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY BOUNDARY SHEET**

**I-75**

**HAM-75-00.22**

146  
251

MATCH LINE SEE SHEET 152

MATCH LINE SEE SHEET 133

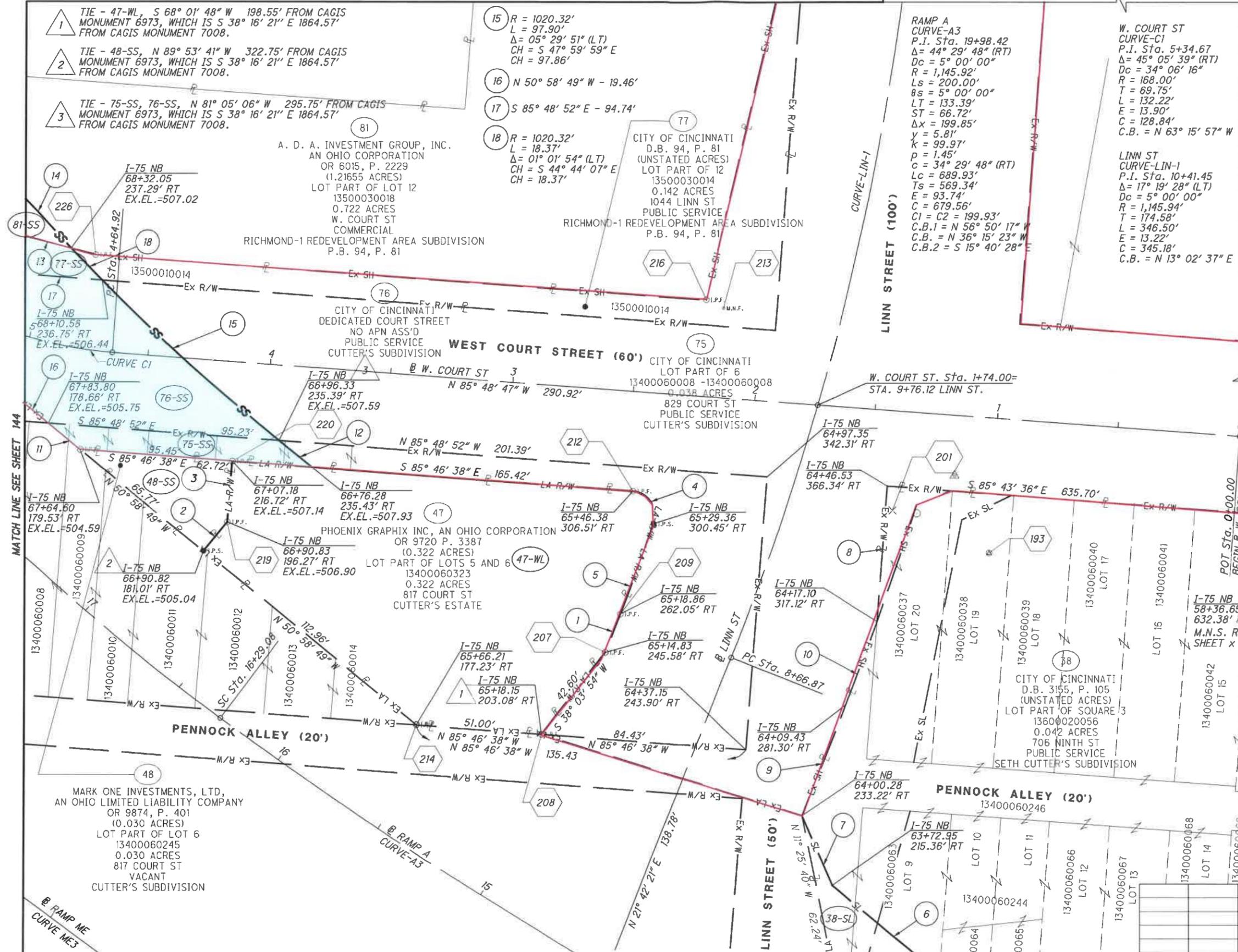
1 TIE - 47-WL, S 68° 01' 48" W 198.55' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.  
2 TIE - 48-SS, N 89° 53' 41" W 322.75' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.  
3 TIE - 75-SS, 76-SS, N 81° 05' 06" W 295.75' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.

15 R = 1020.32'  
L = 97.90'  
Δ = 05° 29' 51" (LT)  
CH = S 47° 59' 59" E  
CH = 97.86'  
16 N 50° 58' 49" W - 19.46'  
17 S 85° 48' 52" E - 94.74'  
18 R = 1020.32'  
L = 18.37'  
Δ = 01° 01' 54" (LT)  
CH = S 44° 44' 07" E  
CH = 18.37'

RAMP A  
CURVE-A3  
P.I. Sta. 19+98.42  
Δ = 44° 29' 48" (RT)  
Dc = 5° 00' 00"  
R = 1,145.92'  
Ls = 200.00'  
Bs = 5° 00' 00"  
LT = 133.39'  
ST = 66.72'  
Δx = 199.85'  
y = 5.81'  
k = 99.97'  
p = 1.45'  
c = 34° 29' 48" (RT)  
Lc = 689.93'  
Ts = 569.34'  
E = 93.74'  
C = 679.56'  
C1 = C2 = 199.93'  
C.B.1 = N 56° 50' 17" W  
C.B.2 = S 15° 40' 28" E

W. COURT ST  
CURVE-C1  
P.I. Sta. 5+34.67  
Δ = 45° 05' 39" (RT)  
Dc = 34° 06' 16"  
R = 168.00'  
T = 69.75'  
L = 132.22'  
E = 13.90'  
C = 128.84'  
C.B. = N 63° 15' 57" W  
  
LINN ST  
CURVE-LIN-1  
P.I. Sta. 10+41.45  
Δ = 17° 19' 28" (LT)  
Dc = 5° 00' 00"  
R = 1,145.94'  
T = 174.58'  
L = 346.50'  
E = 13.22'  
C = 345.18'  
C.B. = N 13° 02' 37" E

- 1 S 21° 44' 30" W - 16.86'
- 2 N 39° 01' 11" E - 15.26'
- 3 N 04° 13' 43" E - 25.00'
- 4 R = 10.00'  
L = 18.41'  
Δ = 105° 27' 14" RT  
CH = S 33° 03' 01" E  
CH = 15.92'
- 5 R = 1095.92'  
L = 39.50'  
Δ = 02° 03' 54" RT  
CH = S 20° 42' 33" W  
CH = 39.49'
- 6 S 50° 33' 59" E - 48.66'
- 7 S 23° 36' 43" E - 31.07'
- 8 S 04° 24' 07" W - 55.61'
- 9 N 21° 44' 22" E - 48.81'
- 10 R = 1195.92'  
L = 36.48'  
Δ = 01° 44' 51" (RT)  
CH = S 20° 52' 04" W  
CH = 36.47'
- 11 N 50° 58' 49" W - 17.13'
- 12 S 51° 14' 08" E - 17.34'
- 13 N 75° 40' 05" W - 45.38'
- 14 R = 1020.32'  
L = 61.55'  
Δ = 03° 27' 23" LT  
CH = S 42° 29' 28" E  
CH = 61.54'



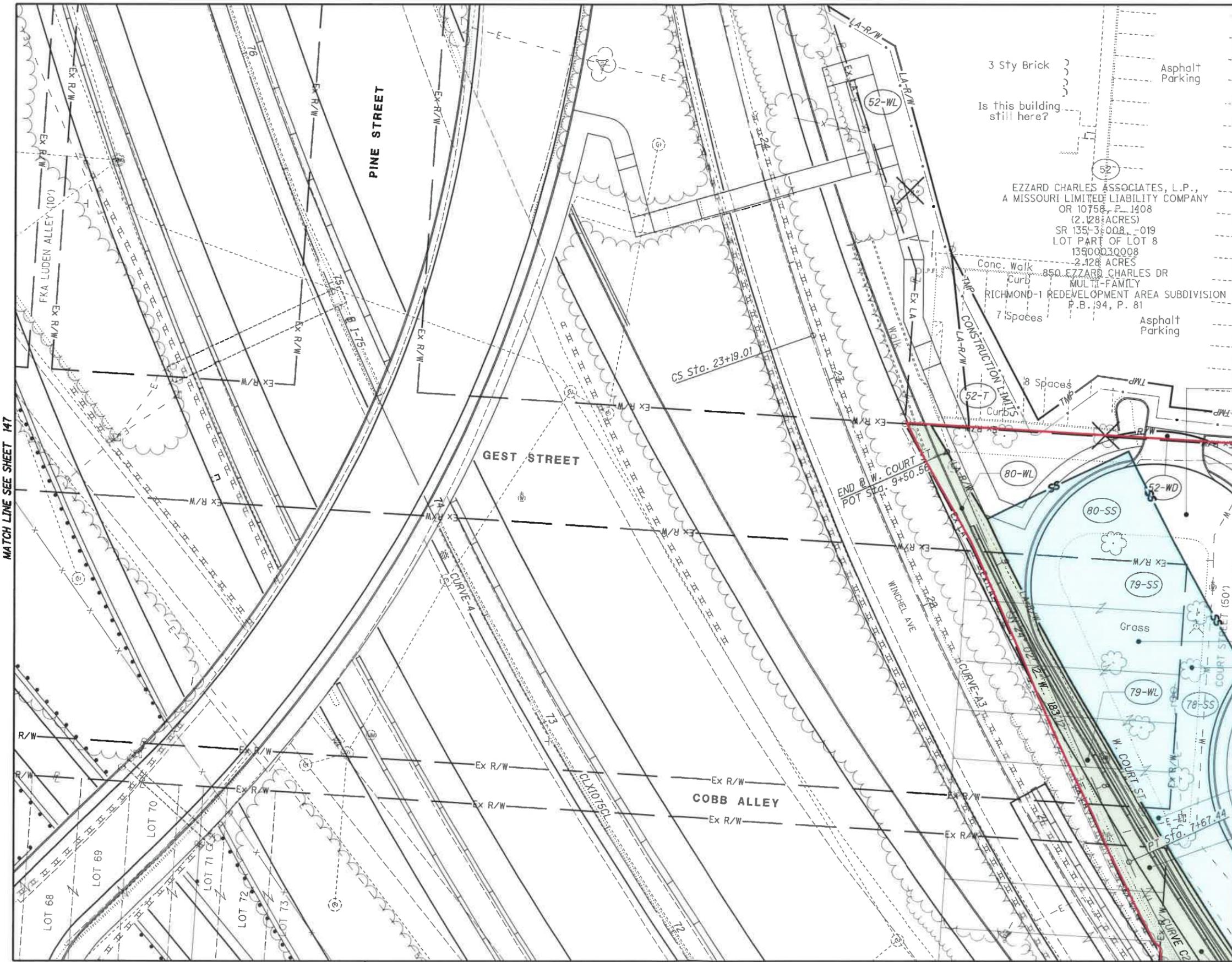
NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE @ I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15 FOR RAMP ME CURVE ME3 DATA SEE SHEET 133

REV. BY	DATE	DESCRIPTION
	5/09/2014	

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MATCH LINE SEE SHEET 155



MATCH LINE SEE SHEET 147

MATCH LINE SEE SHEET 151

MATCH LINE SEE SHEET 141

MATCH LINE SEE SHEET 143

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. **89068**  
R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY TOPO SHEET**  
**1-75**

**HAM-75-00.22**

149  
251

3 sty Brick  
Is this building still here?  
Asphalt Parking

EZZARD CHARLES ASSOCIATES, L.P.,  
A MISSOURI LIMITED LIABILITY COMPANY  
OR 10758, P. 1408  
(2.128 ACRES)  
SR 135-3-008, -019  
LOT PART OF LOT 8  
1390030008  
2.128 ACRES  
850 EZZARD CHARLES DR  
MUL-FAMILY  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 194, P. 81

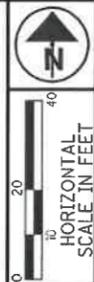
80  
CITY OF CINCINNATI  
DEDICATED GEST STREET  
NO APN ASS'D  
PUBLIC SERVICE  
DAVID ARNETS SUBDIVISION  
P.B. 1, P. 172

79  
CITY OF CINCINNATI  
LOT PART OF 7  
1390030038  
0.039 ACRES  
1029 BAYMILLER ST  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

78  
CITY OF CINCINNATI  
FMR DEDICATED BAYMILLER STREET  
NO APN ASS'D  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

REV. BY	DATE	DESCRIPTION
HGH	3/07/19	ADD PARCELS 78-WL, 79-WL, 80-WL, 83-WL

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. **89068**

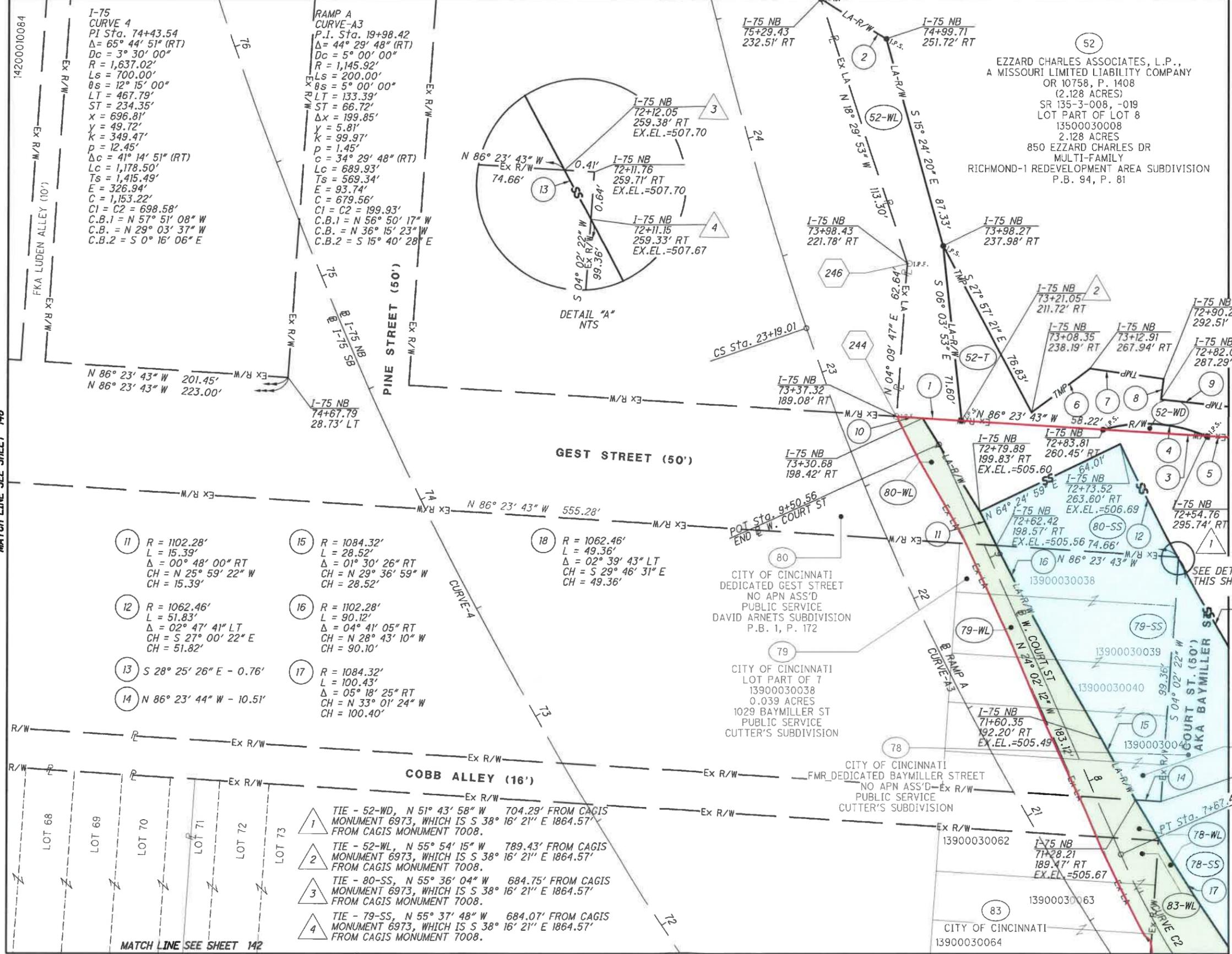
R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY BOUNDARY SHEET**  
I-75

**HAM-75-00.22**

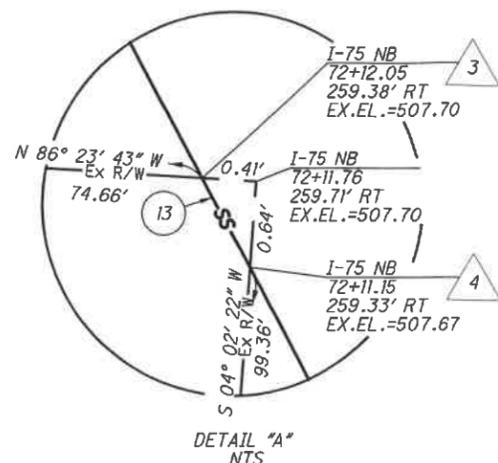
HIGH 3/07/19 ADD PARCELS 78-WL, 79-WL, 80-WL, 83-WL  
REV. BY DATE DESCRIPTION  
DATE COMPLETED  
150  
251

MATCH LINE SEE SHEET 156



I-75  
CURVE 4  
PI Sta. 74+43.54  
Δ = 65° 44' 51" (RT)  
Dc = 3° 30' 00"  
R = 1,637.02'  
Ls = 700.00'  
θs = 12° 15' 00"  
LT = 467.79'  
ST = 234.35'  
x = 696.81'  
y = 49.72'  
K = 349.47'  
p = 12.45'  
Δc = 41° 14' 51" (RT)  
Lc = 1,178.50'  
Ts = 1,415.49'  
E = 326.94'  
C = 1,153.22'  
C1 = C2 = 698.58'  
C.B.1 = N 57° 51' 08" W  
C.B.2 = N 29° 03' 37" W  
C.B.2 = S 0° 16' 06" E

RAMP A  
CURVE-A3  
P.I. Sta. 19+98.42  
Δ = 44° 29' 48" (RT)  
Dc = 5° 00' 00"  
R = 1,145.92'  
Ls = 200.00'  
θs = 5° 00' 00"  
LT = 133.39'  
ST = 66.72'  
Δx = 199.85'  
y = 5.81'  
K = 99.97'  
p = 1.45'  
c = 34° 29' 48" (RT)  
Lc = 689.93'  
Ts = 569.34'  
E = 93.74'  
C = 679.56'  
C1 = C2 = 199.93'  
C.B.1 = N 56° 50' 17" W  
C.B.2 = S 15° 40' 28" E



N 86° 23' 43" W 201.45'  
N 86° 23' 43" W 223.00'

- 11 R = 1102.28'  
L = 15.39'  
Δ = 00° 48' 00" RT  
CH = N 25° 59' 22" W  
CH = 15.39'
- 12 R = 1062.46'  
L = 51.83'  
Δ = 02° 47' 41" LT  
CH = S 27° 00' 22" E  
CH = 51.82'
- 13 S 28° 25' 26" E - 0.76'
- 14 N 86° 23' 44" W - 10.51'
- 15 R = 1084.32'  
L = 28.52'  
Δ = 01° 30' 26" RT  
CH = N 29° 36' 59" W  
CH = 28.52'
- 16 R = 1102.28'  
L = 90.12'  
Δ = 04° 41' 05" RT  
CH = N 28° 43' 10" W  
CH = 90.10'
- 17 R = 1084.32'  
L = 100.43'  
Δ = 05° 18' 25" RT  
CH = N 33° 01' 24" W  
CH = 100.40'
- 18 R = 1062.46'  
L = 49.36'  
Δ = 02° 39' 43" LT  
CH = S 29° 46' 31" E  
CH = 49.36'

- 1 TIE - 52-WD, N 51° 43' 58" W 704.29' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.
- 2 TIE - 52-WL, N 55° 54' 15" W 789.43' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.
- 3 TIE - 80-SS, N 55° 36' 04" W 684.75' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.
- 4 TIE - 79-SS, N 55° 37' 48" W 684.07' FROM CAGIS MONUMENT 6973, WHICH IS S 38° 16' 21" E 1864.57' FROM CAGIS MONUMENT 7008.

- 1 N 86° 23' 43" W - 26.76'
- 2 S 59° 20' 22" E - 31.79'
- 3 N 86° 23' 43" W - 42.74'
- 4 R = 63.50'  
L = 43.59'  
Δ = 39° 20' 05" RT  
CH = S 86° 23' 43" E  
CH = 42.74'
- 5 N 86° 23' 43" W - 16.45'
- 6 N 53° 20' 06" E - 30.00'
- 7 S 82° 10' 35" E - 30.94'
- 8 S 07° 49' 25" W - 8.49'
- 9 S 83° 52' 39" E - 36.25'
- 10 N 86° 23' 43" W - 11.02'

MATCH LINE SEE SHEET 148

MATCH LINE SEE SHEET 152

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

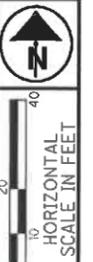
MATCH LINE SEE SHEET 144

FOR DETAIL, 78-WL, 79-WL, 80-WL & 83-WL, SEE SHEET 144A

FOR COURT ST CURVE C2 DATA SEE SHEET 144

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HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



PID NO. **89068**

R/W DESIGNER RDH  
R/W REVIEWER HGH

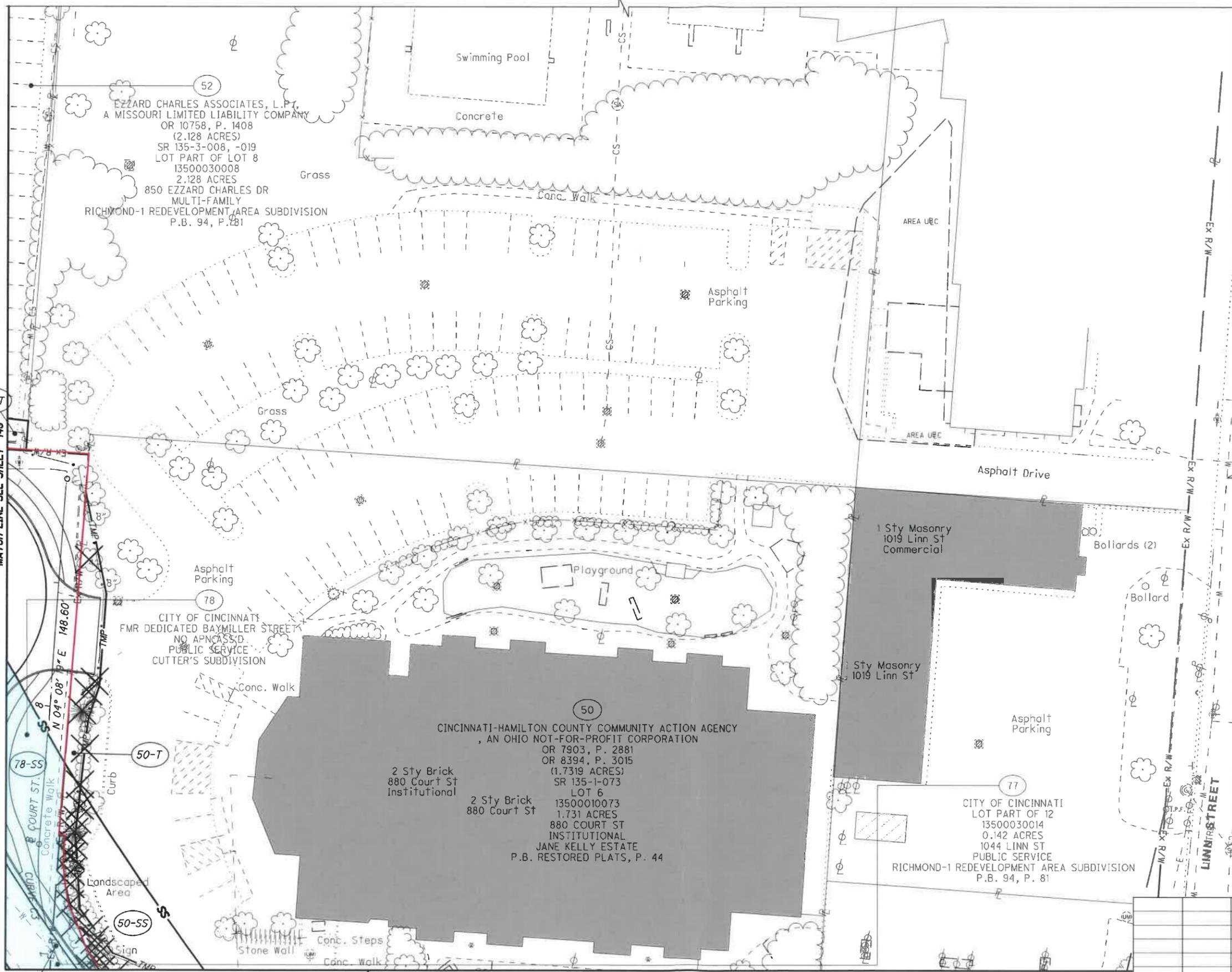
**RIGHT OF WAY TOPO SHEET**  
1-75

**HAM-75-00.22**

151  
251

REV. BY	DATE	DESCRIPTION
	5/09/2014	

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52-T

78-SS

50-T

50-SS

77-SS

MATCH LINE SEE SHEET 149

MATCH LINE SEE SHEET 143

MATCH LINE SEE SHEET 145

52  
EZZARD CHARLES ASSOCIATES, L.P.  
A MISSOURI LIMITED LIABILITY COMPANY  
OR 10758, P. 1408  
(2.128 ACRES)  
SR 135-3-008, -019  
LOT PART OF LOT 8  
13500030008  
2.128 ACRES  
850 EZZARD CHARLES DR  
MULTI-FAMILY  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 94, P. 281

78  
CITY OF CINCINNATI  
FMR DEDICATED BAYMILLER STREET  
NO APN/CSS/D  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

50  
CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY  
, AN OHIO NOT-FOR-PROFIT CORPORATION  
OR 7903, P. 2881  
OR 8394, P. 3015  
(1.7319 ACRES)  
SR 135-1-073  
LOT 6  
2 Sty Brick  
880 Court St  
Institutional  
13500010073  
1.731 ACRES  
880 COURT ST  
INSTITUTIONAL  
JANE KELLY ESTATE  
P.B. RESTORED PLATS, P. 44

1 Sty Masonry  
1019 Linn St  
Commercial

1 Sty Masonry  
1019 Linn St

77  
CITY OF CINCINNATI  
LOT PART OF 12  
13500030014  
0.142 ACRES  
1044 LINN ST  
PUBLIC SERVICE  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 94, P. 81

HAM-75-00.22  
HAMILTON COUNTY  
CINCINNATI TOWNSHIP  
SEC. 24, TOWN 4, FR. 1  
CITY OF CINCINNATI



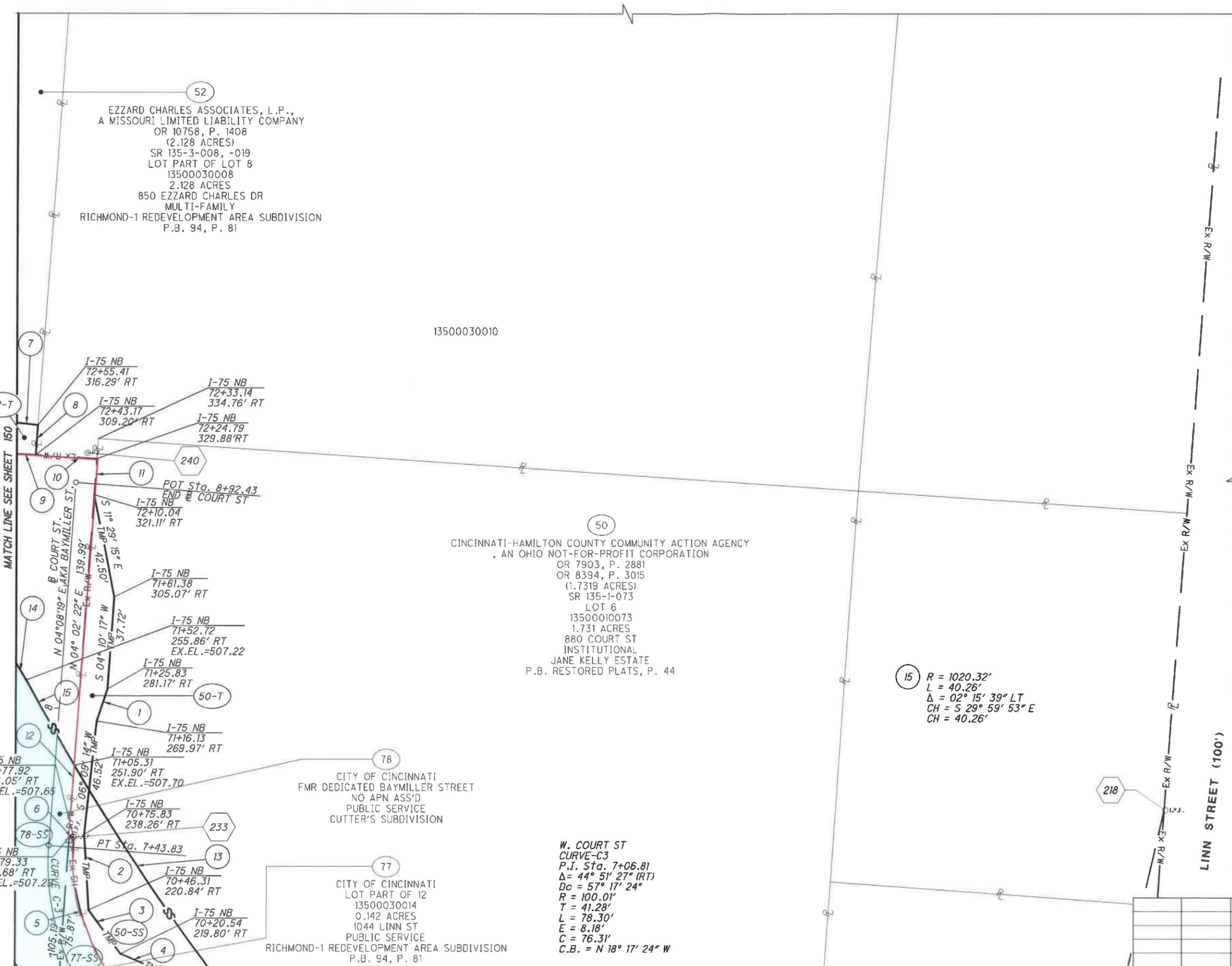
P/D NO. **89068**  
R/W DESIGNER RDH  
R/W REVIEWER HGH

**RIGHT OF WAY BOUNDARY SHEET**  
**I-75**

**HAM-75-00.22**

152  
251

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- 1 S 18° 19' 13" W - 13.81'
- 2 S 03° 33' 57" E - 30.79'
- 3 S 36° 20' 00" E - 22.32'
- 4 S 67° 57' 33" E - 70.98'
- 5 R = 88.25'  
L = 60.60'  
Δ = 39° 20' 29" RT  
CH = N 15° 40' 57" W  
CH = 59.41'
- 6 N 85° 59' 04" W - 1.83'
- 7 S 83° 52' 39" E - 36.25'
- 8 S 04° 09' 47" W - 12.18'
- 9 N 86° 23' 43" W - 16.45'
- 10 N 86° 23' 43" W - 25.43'
- 11 S 04° 02' 22" W - 22.96'
- 12 N 04° 02' 22" E - 29.31'
- 13 R = 1020.32'  
L = 171.57'  
Δ = 09° 38' 04" LT  
CH = S 35° 56' 45" E  
CH = 171.36'
- 14 R = 1062.46'  
L = 49.36'  
Δ = 02° 39' 43" LT  
CH = S 29° 46' 31" E  
CH = 49.36'

13500030010

50  
CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION AGENCY  
, AN OHIO NOT-FOR-PROFIT CORPORATION  
OR 7903, P. 2881  
OR 8394, P. 3015  
(1.7319 ACRES)  
SR 135-1-073  
LOT 6  
13500010073  
1.731 ACRES  
880 COURT ST  
INSTITUTIONAL  
JANE KELLY ESTATE  
P.B. RESTORED PLATS, P. 44

15  
R = 1020.32'  
L = 40.26'  
Δ = 02° 15' 39" LT  
CH = S 29° 59' 53" E  
CH = 40.26'

78  
CITY OF CINCINNATI  
FMR DEDICATED BAYMILLER STREET  
NO APN ASS'D  
PUBLIC SERVICE  
CUTTER'S SUBDIVISION

77  
CITY OF CINCINNATI  
LOT PART OF 12  
13500030014  
0.142 ACRES  
1044 LINN ST  
PUBLIC SERVICE  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 94, P. 81

W. COURT ST  
CURVE-C3  
P.I. Sta. 7+06.81  
Δ = 44° 51' 27" (RT)  
Dc = 57° 17' 24"  
R = 100.01'  
T = 41.28'  
L = 78.30'  
E = 8.18'  
C = 76.31'  
C.B. = N 18° 17' 24" W

52  
EZZARD CHARLES ASSOCIATES, L.P.,  
A MISSOURI LIMITED LIABILITY COMPANY  
OR 10758, P. 1408  
(2.128 ACRES)  
SR 135-3-008, -019  
LOT PART OF LOT 8  
13500030008  
2.128 ACRES  
850 EZZARD CHARLES DR  
MULTI-FAMILY  
RICHMOND-1 REDEVELOPMENT AREA SUBDIVISION  
P.B. 94, P. 81

MATCH LINE SEE SHEET 150

MATCH LINE SEE SHEET 143

MATCH LINE SEE SHEET 146

NOTE: STATION-OFFSET LABELS ARE REFERENCED FROM THE @ I-75 NB FOR MONUMENT TABLE SEE SHEETS 13-15

REV. BY	DATE	DESCRIPTION
	5/09/2014	

May 12, 2021

**To:** Mayor and Members of City Council 202101691  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – Plush Settlement Expenditure**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the receipt of judgment bond proceeds of the sum of \$6,250,000 into Judgment Bond Fund 815; **AUTHORIZING** the expenditure of the sum of \$6,250,000 from Judgment Bond Fund 815 for the purpose of making payments for settlements and judgments against the City.

This Emergency Ordinance authorizes the receipt of judgment bond proceeds in the amount of \$6,250,000 into Judgment Bond Fund 815. These funds will be used to make payments for settlements and judgments against the City, specifically for the settlement in the *Ron Plush, et al. vs. City of Cincinnati, et al.*, Hamilton County Common Pleas Case Number A1903752. The settlement has been approved by the United States District Court for the Southern District of Ohio in an order in Case Number 21-MC-0004.

The settlement calls for a payment of \$6,000,000 to the Kyle Plush Qualified Settlement Fund to pay damages to the Plaintiffs. Additionally, a \$250,000 payment will be made to the Kyle Plush Qualified Settlement Fund to fund an independent team of experts to identify and facilitate continuous improvement of the functions of the Emergency Communications Center (ECC).

The reason for the emergency is the immediate need to accomplish the authorized transactions so that the funding described herein is in place immediately to comply with the monetary terms of the settlement agreement in the case of *Ron Plush, et al. vs. City of Cincinnati, et al.*, Hamilton County Common Pleas Case Number A1903752.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

## EMERGENCY

EESW

- 2021

**AUTHORIZING** the receipt of judgment bond proceeds of the sum of \$6,250,000 into Judgment Bond Fund 815; **AUTHORIZING** the expenditure of the sum of \$6,250,000 from Judgment Bond Fund 815 for the purpose of making payments for settlements and judgments against the City.

WHEREAS, the City and some of its officials were defendants to the lawsuit captioned *Ron Plush, et al. vs. City of Cincinnati, et al.*, Hamilton County Common Pleas Case Number A1903752 for which there is a settlement agreement which has been approved by the United States District Court for the Southern District of Ohio in an order in Case Number 21-MC-0004; and

WHEREAS, the settlement, negotiated by the parties to the lawsuit with the assistance of an independent mediator, requires payment of \$6,000,000 to the Kyle Plush Qualified Settlement Fund, which was established by an order of the United States District Court for the Southern District of Ohio, for the purpose of paying damages to Plaintiffs; and

WHEREAS, the settlement requires a \$250,000 payment to the Kyle Plush Qualified Settlement Fund for the purpose of funding an independent team of experts to identify and facilitate continuous improvement of the functions of the Emergency Communications Center (ECC); and

WHEREAS, the City will issue judgment bonds to provide for the funds required to make these payments required by the settlement, and the proceeds of the judgment bonds will be deposited into Judgment Bond Fund 815; and

WHEREAS, payment of the funds to the Kyle Plush Qualified Settlement Fund will be made from Judgment Bond Fund 815; now, therefore,

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

Section 1. That Council hereby authorizes the receipt of judgment bond proceeds of the sum of \$6,250,000 into Judgment Bond Fund 815.

Section 2. That the expenditure of \$6,250,000 is hereby authorized from Judgment Bond Fund 815 for the purpose of providing payments into the Kyle Plush Qualified Settlement Fund which are required by the settlement agreed to in the case of *Ron Plush, et al. vs. City of Cincinnati, et al.*, Hamilton County Common Pleas Case Number A1903752.

Section 3. That the appropriate City officers are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2 herein.

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 accomplish the authorized transactions so that the funding described herein is in place immediately to comply with the monetary terms of the settlement agreement in the case of *Ron Plush, et al. vs. City of Cincinnati, et al.*, Hamilton County Common Pleas Case Number A1903752.

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

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

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

May 12, 2021

**202101697**

To: Mayor and Members of City Council  
From: Paula Boggs Muething, City Manager  
Subject: **Emergency Ordinance for Issuance of \$6,250,000 Judgment Bonds**

---

Transmitted herewith is an Emergency Ordinance captioned as follows:

**PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$6,250,000 OF JUDGMENT BONDS, OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF PAYING A FINAL JUDGMENT AND COSTS ASSOCIATED THEREWITH; AUTHORIZING A PLEDGE OF THE CITY'S FAITH AND CREDIT OR A PLEDGE OF AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.**

This Emergency Ordinance authorizes the Finance Director to proceed with the sale of judgment bonds in the amount of \$6,250,000 for the purpose of paying a negotiated and court approved settlement of *Ron Plush v. City of Cincinnati*, Hamilton County Common Pleas Case Number A1903752. The bonds will be supported by property tax revenue, the term of the bonds will not exceed 25 years, and the interest rate is expected to be below 6.00%. An Emergency Ordinance is necessary to fulfill the obligations of the settlement agreement in a timely manner.

This Emergency Ordinance is recommended for approval. The settlement is contingent upon Council passage of this ordinance. If there are questions about the reasoning behind recommending settlement of this litigation, the Administration recommends that City Council or the Council committee adjourn into executive session so that the attorneys from the Law Department can fully answer those question to the entire body while maintaining the attorney-client privilege.

cc: Karen Alder, Finance Director  
Chris Bigham, Assistant City Manager  
William Weber, Assistant City Manager

{00337456-1}

## EMERGENCY

-2021

**PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$6,250,000 OF JUDGMENT BONDS, OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF PAYING A FINAL JUDGMENT AND COSTS ASSOCIATED THEREWITH; AUTHORIZING A PLEDGE OF THE CITY'S FAITH AND CREDIT OR A PLEDGE OF AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.**

WHEREAS, the City of Cincinnati (the "Issuer") and Jill Plush, individually, and Ron Plush, individually and as Administrator of the Estate of Kyle Plush (as each is defined in the Settlement described below) (collectively, the "Plaintiffs") have agreed to settle the lawsuit captioned *Ron Plush, et al., v. City of Cincinnati, et al.*, Court of Common Pleas, Hamilton County, Ohio, case no. A1903752, which lawsuit involved the response of first responders, including City of Cincinnati employees, to calls for assistance; and

WHEREAS, the settlement with the Plaintiffs is established by the terms of the Settlement Agreement and Release dated April 15, 2021 (the "Settlement"), the terms and conditions of which were the result of good faith, arm's length settlement negotiations facilitated by an independent mediator and which have been reviewed and approved by Plaintiffs, Plaintiffs' attorneys, the Cincinnati City Manager, the City Solicitor, the attorney for certain individual defendants and the United States District Court for the Southern District of Ohio pursuant to an order in Case Number 21-MC-00004 entered by the Honorable Magistrate Judge Stephanie Bowman on May 3, 2021; and

WHEREAS, pursuant to the requirements of Section 133.14 of the Ohio Revised Code, the Director of Finance, as fiscal officer of the Issuer, has certified to this Council that the Issuer is unable, within the limits of its other funds that have been appropriated and are available for such purpose, to pay the amounts required by the Settlement; and

WHEREAS, this Council, as the Issuing Authority (the "Issuing Authority"), has determined to issue its judgment bonds, or notes in anticipation thereof, to pay the amounts required by the Settlement, pursuant to the authority granted by Section 133.14; and

WHEREAS, this Issuing Authority by this ordinance authorizes the issuance of bonds or notes to provide such funding; now, therefore,

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

Section 1. Definitions. When used in this Ordinance, and the Indenture (as hereinafter defined), if any, the following words shall have the indicated meanings:

“Authorized Officer” means any officer, member or employee of the Issuer authorized by a certificate of the Executive to perform the act or sign the document in question, and if there is no such authorization, means the Executive.

“Bond” or “Bonds” means not to exceed \$6,250,000 Judgment Bonds of the Issuer.

“Bondholder”, “Holder”, “holder of Bonds”, “owner of Bonds” or any similar term means any person in whose name a Bond or Note is registered on the Bond Register.

“Bond Legislation” means this Ordinance.

“Bond Register” means the records for the registration and transfer of Bonds or Notes maintained by the institution appointed as registrar and paying agent pursuant to the Fiscal Officer's Certificate or by the Trustee as Bond registrar pursuant to the Indenture.

“Bond Service Charges” means principal (including any mandatory redemption payments) of and interest and any redemption premium on the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Executive” means the City Manager or any Assistant City Manager of the Issuer.

“Fiscal Officer” means the Director of Finance, as Fiscal Officer of the Issuer.

“Fiscal Officer's Certificate” means the certificate executed by the Fiscal Officer setting forth any terms relating to the issuance of the Bonds or Notes which are not specified in this Bond Legislation.

“Indenture” means the Trust Agreement (if any) to be dated as of such date as is selected by the Fiscal Officer by and between the Issuer and the Trustee securing the Bonds or Notes, as the same may be amended as provided therein.

“Interest Payment Date” or “interest payment date” means, as to the Bonds or Notes, the dates designated as such in the Indenture or the Fiscal Officer's Certificate.

“Issuer” means the City of Cincinnati, Ohio.

“Issuing Authority” means the city council of the Issuer.

“Legal Officer” means the City Solicitor of the Issuer.

“Notes” means notes issued in anticipation of the issuance of the Bonds.

“Outstanding Bonds” or “Bonds outstanding” or “outstanding” as applied to Bonds, means, as of the applicable date, all Bonds which have been authenticated and delivered, or are then being delivered, by the Issuer pursuant to this Bond Legislation and the Fiscal Officer's Certificate or by the Trustee under the Indenture, as applicable, except:

- (a) Bonds cancelled on surrender, exchange or transfer or cancelled because of payment at or prior to such date;
- (b) Bonds for the payment, redemption or purchase for cancellation of which sufficient monies have been deposited and credited for the purpose on or prior to that date in the Bond Fund, or other Special Fund or account or with the Trustee or Paying Agent (whether upon or prior to the maturity of those Bonds); and provided that if any of those Bonds are to be purchased for cancellation a firm offer for sale stating the price shall have been received and accepted;
- (c) Bonds which are deemed to have been paid pursuant to the provisions of the Indenture or any Bonds which are deemed to have been paid pursuant to the provisions of this Bond Legislation and the Fiscal Officer's Certificate; and
- (d) Bonds in lieu of which others have been authenticated under the Indenture or this Bond Legislation and the Fiscal Officer's Certificate.

“Paying Agent” means the Trustee or its lawful successor, or the registrar and paying agent appointed pursuant to the Fiscal Officer's Certificate, as applicable.

“person” or “Person” or words importing persons means firms, associations, partnerships (including, without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Revenues” means all such taxes and revenues, other than ad valorem property taxes, as the Issuer specifies in the Indenture or the Fiscal Officer's Certificate, as applicable, to be pledged as security for the Bonds or Notes.

“State” means the State of Ohio.

“Trustee” means the bank or trust company that is appointed or any successor trustee under the terms of the Indenture.

Any reference to the Issuer, the Issuing Authority, or to their members, officers or to other public officers, boards, commissions, departments, institutions, agencies, bodies

or entities shall include those which succeed to their functions, duties or responsibilities by operation of law, and also those who at the time may legally act in their place.

References to any act or resolution of the Ohio General Assembly, or to a section, chapter, division, paragraph or other provision of the Ohio Revised Code or the Constitution of Ohio, or the laws of Ohio, shall include that act or resolution, and that section, chapter, division, paragraph or other provision and those laws as from time to time amended, modified, supplemented, revised or superseded, unless expressly stated to the contrary, provided that no such amendment, modification, supplementation, revision or supersession shall alter the obligation to pay the Bond Service Charges on Bonds or Notes outstanding, at the time of any such action, in the amount and manner, at the times and from the sources provided in the Bond Legislation and the Indenture, except as otherwise herein permitted.

Unless the context otherwise indicates, words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. The terms “hereof”, “herein”, “hereby”, “hereto” and “hereunder”, and similar terms, means both the Bond Legislation and the Indenture, except in the case of reference to a stated section number of either.

Section 2. Determinations by Issuing Authority. The Issuing Authority hereby finds and determines that it is necessary to issue, sell and deliver the Bonds in the principal amount of not to exceed \$6,250,000 upon the terms set forth herein, as supplemented by the Indenture or the Fiscal Officer's Certificate, for the purpose of providing funds to pay the Settlement in the case of *Ron Plush, et al., v. City of Cincinnati, et al.*, which Settlement has been approved by the Court of Common Pleas, Hamilton County, Ohio; such principal amount may be increased to include amounts necessary to fund a debt service reserve fund (if needed), capitalized interest (if any), costs of issuance, and other necessary and permitted costs, all as determined by the Fiscal Officer. The officers specified herein are authorized to execute and deliver the documents necessary or appropriate in order to secure the Bonds.

This Issuing Authority hereby determines that the issuance of the Bonds will be for a proper public and municipal purpose and in the best interest of the Issuer.

Section 3. Terms of the Bonds.

- (a) Form, Denominations and Dates. The Bonds shall be designated “Unlimited Tax General Obligation Judgment Bonds Series 2021A” or as otherwise designated in the Fiscal Officer's Certificate, shall be negotiable instruments, shall be issued only in fully registered form, without coupons, and shall express upon their faces the purpose for which they are issued. The Bonds shall be dated as of their date of issuance, shall be numbered as determined by the Bond registrar or by the Trustee as Bond registrar, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be exchangeable for other Bonds in the manner and upon the terms set forth in the Indenture or the Fiscal Officer's Certificate.

- (b) Execution, Interest Rates and Maturities. The Bonds shall be executed by the signatures of the Mayor and Fiscal Officer of the Issuer and shall bear the official seal of the Issuer (provided that both of such signatures and such seal may be facsimiles), and shall bear the manual authenticating signature of an authorized signer of the Bond registrar or the Trustee, as appropriate. The Bonds shall bear interest from the most recent date to which interest has been paid or duly provided for, or, if no interest has been paid or duly provided for, from their dates, at an interest rate not to exceed 6%. The Bonds shall mature or be subject to mandatory sinking fund redemption at the times and in the respective principal amounts, and such principal amounts shall bear interest payable semiannually on each Interest Payment Date, at the respective rates per annum, as determined by the Fiscal Officer (after negotiation, if the Bonds are sold with the original purchaser of the Bonds), subject to the limitation provided herein, and set forth in the Fiscal Officer's Certificate or in a bond purchase agreement, as applicable. All Bonds shall finally mature not later than the last day of December of the twenty-fifth (25th) year following the year in which the first securities for such purpose are issued.
- (c) Optional Redemption. The Bonds of the maturities specified in the Fiscal Officer's Certificate or, if applicable, in the bond purchase agreement shall be subject to redemption, in the manner provided in the Fiscal Officer's Certificate or the Indenture, as applicable, at the option of the Issuer, by lot, either in whole or in part, on any date, and at the redemption prices (expressed as percentages of the principal amount to be redeemed) set forth in the Fiscal Officer's Certificate or Indenture, as applicable, plus accrued interest to the date fixed for redemption.
- (d) Payment. Bond Service Charges with respect to the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Trustee or the Paying Agent, in the manner provided in the Fiscal Officer's Certificate or the Indenture, as applicable.

Section 4. Issuance of Notes. If the Fiscal Officer, in the exercise of his or her judgment, determines that it is preferable that notes rather than bonds be issued initially, there are hereby authorized Notes in the aggregate principal amount of not to exceed \$6,250,000, which may be issued in anticipation of the issuance of a like principal amount of said bonds for the purpose described in Section 2 hereof. Such Notes shall be issued in such numbers and denominations as may be determined by the Fiscal Officer; shall bear interest at an interest rate not to exceed 6%, payable on such dates as are determined by the Fiscal Officer; shall be dated as of their date of issuance; shall mature on such date or dates as may be selected by the Fiscal Officer; may be callable in whole or in part at any time prior to maturity as approved by the Fiscal Officer; may be issued in installments as approved by the Fiscal Officer; shall be designated "Judgment Bond Anticipation Notes" or as otherwise designated in the Fiscal Officer's Certificate, and shall be payable as to principal at the office of the Paying Agent or the office of the Treasurer of the Issuer, and the interest thereon shall be paid by the Paying Agent or the

office of the Treasurer of the Issuer on each interest payment date to the holders of the Notes. Said Notes shall bear the facsimile signature of the Mayor and the manual signature of the Fiscal Officer, shall bear the corporate seal of the Issuer, and shall express on their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

Section 5. Sale of the Bonds or Notes. The Fiscal Officer is hereby authorized to award and sell the Bonds or Notes at public or private sale, in his or her sound discretion without further action by this Issuing Authority, at such price as is determined by the Fiscal Officer, plus accrued interest on the aggregate principal amount of the Bonds or Notes from their dates to the date of delivery and payment. The Executive or Fiscal Officer is hereby authorized to make arrangements for the delivery of the Bonds or Notes to, and payment therefor by, the purchaser or purchasers thereof at the price determined by the Fiscal Officer; and the Executive or Fiscal Officer is hereby authorized to execute a purchase agreement for the Bonds or Notes, if applicable, without further action by this Issuing Authority.

Section 6. Allocation of Proceeds of the Bonds or Notes. The proceeds received by the Issuer from the sale of the Bonds or Notes shall be allocated, and are hereby appropriated, in the amounts, and to the funds, set forth in the Fiscal Officer's Certificate or the Indenture, as applicable.

Section 7. Security for the Bonds or Notes. The security for the Bonds or Notes shall be determined by the Fiscal Officer, who is hereby authorized, in his or her discretion, to secure the Bonds or Notes with a pledge of the Issuer's full faith and credit, or with a pledge of Revenues, or with a combination of the two sources of security. The Fiscal Officer is also authorized, in his or her discretion: (a) to secure a portion of the Bonds or Notes with a pledge of the Issuer's full faith and credit and a portion with Revenues; (b) to cause the interest on all or a portion of the Bonds or Notes to be excludible from gross income for federal income tax purposes under the Code, and/or (c) to cause the interest on all or a portion of the Bonds or Notes to be includible in gross income for federal income tax purposes under the Code, on all or a portion of such Bonds to the extent permitted by law.

To the extent that the Bonds or Notes pledge the Issuer's full faith and credit:

For the purpose of providing the necessary funds to pay the interest on the foregoing issue of Bonds or Notes promptly when and as the same falls due, and also to provide for the discharge of said Bonds or Notes at maturity or as mandatory sinking fund payments fall due, there shall be and is hereby levied on all the taxable property in the City of Cincinnati, in addition to all other taxes, a direct tax annually during the period said Bonds are to run, outside of the limitations imposed by Article XII, Section 2, of the Constitution of Ohio and Section 5705.02 of the Ohio Revised Code, and by virtue of Section 4 of Article VIII of the Charter, in an amount sufficient to provide for the payment of said interest, when and as the same shall fall due, and also to discharge the principal of said Bonds at maturity or as mandatory sinking fund payments fall due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in the Issuer's Bond Retirement Fund which, together with the interest collected on the same, shall be irrevocably pledged for the payment of principal of and interest on said Bonds or Notes when and as the same fall due; provided, however, that to the extent that other revenues, including Revenues, are available for such purpose, such tax need not be levied.

To the extent that the Bonds or Notes are secured by Revenues:

The Bonds or Notes shall be payable solely from the Revenues and the Debt Service Reserve Fund (if any) and shall be secured only by the Indenture granting a lien upon the Revenues and the Debt Service Reserve Fund (if any). In addition, the Executive and the Fiscal Officer, in their sound discretion, are hereby authorized to further secure the Bonds or Notes by pledging toward payment of the Bonds or Notes other moneys not raised by taxation received by the Issuer, in the order and to the extent that they deem necessary or appropriate to obtain a favorable interest rate on the Bonds. The Executive and Fiscal Officer are further authorized to evidence such additional security in whatever manner they deem appropriate, and to execute and deliver any documents necessary to that end. Anything in the Indenture, the Bond Legislation or the Bonds or Notes notwithstanding, neither the Indenture, the Bond Legislation, nor the Bonds or Notes will constitute a debt, or a pledge of the faith, credit or taxing power of the Issuer, the State or any political subdivision thereof, and the holders or owners of the Bonds or Notes shall have no right to have taxes levied by the Issuing Authority, the General Assembly of the State, or the taxing authority of any political subdivision of the State for the payment of the Bond Service Charges, and the Bonds or Notes shall contain on their faces a statement to that effect. Nothing herein shall be deemed to prohibit the Issuer from lawfully using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of the Indenture, the Bond Legislation, or the Bonds or Notes; provided, that no moneys raised by taxation are obligated or pledged therefor.

Section 8. Additional Provisions if Bonds or Notes Secured by Revenues. If the Fiscal Officer determines, pursuant to Section 7 hereof, to secure all or a portion of the Bonds or Notes with Revenues, the Executive and the Fiscal Officer are hereby authorized to make provision in the Indenture securing such Bonds or Notes for: the application of the Revenues; creation of such funds as are necessary or appropriate; investment of moneys in such funds; use of such funds; recordkeeping; such covenants of the Issuer as are necessary or appropriate; and such other matters as are customary or appropriate to be contained in the Indenture.

Section 9. Execution of the Indenture and Other Documents. The Executive and the Fiscal Officer are each hereby authorized to execute, acknowledge and deliver, on behalf of the Issuer, to the Trustee the Indenture (if any).

The Fiscal Officer is hereby authorized to exercise his or her discretion in order to set the terms contained in the Fiscal Officer's Certificate and to execute and deliver the same.

The Executive and the Fiscal Officer are each hereby separately authorized to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, as Bond Counsel, in order to effect the issuance of the Bonds or Notes and the intent of the Bond Legislation. The Fiscal Officer, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds or Notes, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds or Notes.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of the Indenture, including, without limitation, application to the Bond Legislation of the provisions in the Indenture relating to amendment, modification and supplementation, and provisions for severability.

The Fiscal Officer is hereby authorized to appoint a trustee, paying agent and registrar for the Bonds or (if necessary) the Notes.

Section 10. Offering Document. The Executive and the Fiscal Officer are each separately authorized to execute and deliver a preliminary offering document and a final document on behalf of the Issuer, prepared by the Issuer's disclosure counsel, Dinsmore & Shohl LLP ("Disclosure Counsel") which shall be in such form as such officers may approve, their execution thereof on behalf of the Issuer to be conclusive evidence of such approval, and copies thereof are hereby authorized to be prepared and furnished by Disclosure Counsel to the original purchaser of the Bonds or Notes for distribution to prospective purchasers of the Bonds or Notes and other interested persons.

The Executive and the Fiscal Officer on behalf of the Issuer and each of them are hereby each separately authorized to furnish such information, to execute such instruments and to take such other actions in cooperation with the original purchaser of the Bonds or Notes as may be reasonably requested to qualify the Bonds or Notes for offer and sale under the Blue Sky or other securities laws and regulations and to determine their eligibility for investment under the laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the original purchaser; provided however, that the Issuer shall not be required to register as a dealer or broker in any such state or jurisdiction or become subject to the service of process in any jurisdiction in which the Issuer is not now subject to such service.

Section 11. Taxability. As to any Bonds or Notes which constitute obligations the interest on which is excludable from gross income for federal income tax purposes under the Code, this Issuing Authority, for and on behalf of the City of Cincinnati, Hamilton County, Ohio, hereby covenants that it will restrict the use of the proceeds of the Bonds or Notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code.

The Fiscal Officer or any other officer having responsibility with respect to the issuance of the Bonds or Notes is authorized and directed to give an appropriate certificate on behalf of the Issuer on the date of delivery of the Bonds or Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Bonds or Notes are not designated “qualified tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

Section 12. Severability. Should it be judicially determined by a court having jurisdiction to pass upon the validity of the Bond Legislation, the Indenture or the Bonds or Notes, that any provision of the Bond Legislation is beyond the powers of the Issuing Authority or the Issuer, or is otherwise invalid, then such decision shall in no way affect the validity of the Bond Legislation, the Indenture or the Bonds or Notes, or any proceedings related thereto, except as to the particular matters found by such decision to be invalid.

Section 13. Consolidation. That, pursuant to the provisions of Section 133.30, O.R.C., these Bonds or Notes may be consolidated into a single issue with other bonds or notes which have been authorized by the Issuing Authority as determined by the Fiscal Officer.

That these Bonds or Notes shall be issued in such designations, series, and shall have maturities or principal payments, as are consistent with the aggregate of the series, periodic maturities or principal payments of the separate issues of bonds as set forth in the respective bond ordinances and as provided in a Fiscal Officer's Certificate or in a bond purchase agreement to be entered into by and between the Issuer and an underwriter as determined by the Fiscal Officer.

Section 14. Book Entry Bonds or Notes. The Issuing Authority hereby determines to issue these Bonds or Notes in Book-Entry-Only form through The Depository Trust Company, New York, New York. The Letter of Representations to The Depository Trust Company from the Issuer, dated March 21, 1995, as supplemented from time to time, is hereby ratified and confirmed.

So long as these Bonds or Notes are in Book-Entry-Only form, the following covenants and agreements of the Issuer shall be in effect:

(a) Definitions.

“Beneficial Owner” means the person in whose name a Bond or Note is recorded as the beneficial owner of such Bond or Note by the respective systems of DTC and each of the DTC Participants.

“CEDE & Co” means CEDE & Co, the nominee of DTC, and any successor nominee of DTC with respect to the Bonds or Notes.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant” means banks, brokers or dealers who are participants of DTC.

“Letter of Representations” means the Letter of Representations dated March 21, 1995, as supplemented from time to time, from the Issuer and the Paying Agent and Registrar, to DTC with respect to the Bonds or Notes, which shall be the binding obligation of the Issuer and the Paying Agent and Registrar.

The Bonds or Notes shall initially be issued in global book entry form registered in the name of CEDE & Co, as nominee for DTC.

While in book entry form, payment of interest for any Bond or Note registered in the name of CEDE & Co shall be made by wire transfer or such other manner as permitted by the Letter of Representations, to the account of CEDE & Co on the Interest Payment Date or the redemption date at the address indicated for CEDE & Co in the bond register.

(b) Book Entry Bonds or Notes.

(i) Except as provided herein, the registered owner of all of the bonds or notes shall be DTC and the Bond or Notes shall be registered in the name of CEDE & Co, as nominee for DTC. The Issuer and the Paying Agent and Registrar shall supplement (with a description of the bonds) the Letter of Representations with DTC, and the provisions of such Letter of Representations shall be incorporated herein by reference.

(ii) The Bonds or Notes shall be initially issued in the form of single fully registered global certificates in the amount of each separate stated maturity of the Bonds or Notes. Upon initial issuance, the ownership of such Bonds or Notes shall be registered in the Issuer's bond register in the name of CEDE & Co, as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds or Notes registered in its name for the purposes of payment of the principal, or redemption price of or interest on the Bonds or Notes, selecting the Bonds or Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds or Notes, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Paying Agent and Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Paying Agent and Registrar nor the Issuer shall have any responsibility or obligation to any DTC Participant, any person claiming a

beneficial ownership interest in the Bonds or Notes under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the Paying Agent and Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment of DTC or any DTC Participant of any amount in respect of the principal or redemption price of or interest on the Bonds or Notes; any notice which is permitted or required to be given to Bondholders under this Ordinance; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Bonds or Notes; or any consent given or other action taken by DTC as Bondholder. The Paying Agent and Registrar shall pay from moneys available hereunder all principal of, and premium, if any, and interest on the Bonds or Notes only to or “upon the order of” DTC (as that term is used in the Uniform Commercial Code as adopted in the State of Ohio), and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, and premium, if any, and interest on the Bonds or Notes to the extent of the sum or sums so paid. Except as otherwise provided herein, no person other than DTC shall receive an authenticated Bond certificate for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of, and premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent and Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & Co, and subject to the provisions of this Ordinance with respect to transfers of Bonds or Notes, the word “CEDE & Co” in this Ordinance shall refer to such new nominee of DTC.

- (c) Delivery of Bond Certificates. In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the DTC Participants, of the availability through DTC of Bond certificates. In such event, the Paying Agent and Registrar shall issue, transfer and exchange, at the Issuer's expense, Bond certificates as requested by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds or Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Issuer and Paying Agent and Registrar shall be obligated to deliver Bond certificates as described in this Ordinance, provided that the expense in connection therewith shall be paid by DTC. In the event Bond certificates are issued, the provisions of this Ordinance shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates. Whenever DTC requests the Issuer and the Paying Agent and Registrar to do so, the Paying Agent and Registrar and the Issuer will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Bonds or Notes to any DTC Participant

having Bonds or Notes credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds or Notes.

Section 15. Open Meetings Determination. The Issuing Authority hereby finds and determines that all formal actions relative to the adoption of this Bond Legislation were taken in an open meeting of this Issuing Authority, and that all deliberations of this Issuing Authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 16. Effective Date. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is that the sale of the Judgment Bonds or notes authorized herein may be required within thirty days of passage of the ordinance in order to generate the funds needed to pay the judgment in a timely manner.

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

\_\_\_\_\_  
Mayor

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

**May 12, 2021**

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

202101724

**From:** Paula Boggs Muething, City Manager

**Subject: Ordinance – Administrative Code Article XXIV Section 2 Human Services Amendment**

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Attached is an Ordinance captioned as follows:

**MODIFYING** Article XXIV, “Department of Community and Economic Development,” of the Administrative Code of the City of Cincinnati by AMENDING Section 2, “Duties of Director of Community and Economic Development,” to remove the oversight of the City’s human services funding from the responsibilities of the Department of Community and Economic Development (“DCED”) in order to facilitate timely and effective service delivery and allow DCED to concentrate limited staffing resources on economic and community development projects.

cc: William Weber, Assistant City Manager

# City of Cincinnati

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AWB

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

- 2021

**MODIFYING** Article XXIV, “Department of Community and Economic Development,” of the Administrative Code of the City of Cincinnati by **AMENDING** Section 2, “Duties of Director of Community and Economic Development,” to remove the oversight of the City’s human services funding from the responsibilities of the Department of Community and Economic Development (“DCED”) in order to facilitate timely and effective service delivery and allow DCED to concentrate limited staffing resources on economic and community development projects.

WHEREAS, the proposed amendment to Article XXIV of the Administrative Code revises the responsibilities of the Department of Community and Economic Development (“DCED”) so they align with the current needs of the City and DCED in order to allow DCED to concentrate limited staffing resources on economic and community development projects; and

WHEREAS, the City Manager is establishing an Office of Human Services in the City Manager’s Office in order to provide adequate resources and staffing to improve service delivery and partnerships with organizations funded by the City that deliver human services, violence prevention services, and other anti-poverty initiatives; and

WHEREAS, the City Manager believes that this restructuring will result in superior service delivery on economic and community development projects and human services; 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 2 of Article XXIV, “Department of Community and Economic Development,” of the Administrative Code is hereby amended as follows:

Sec. 2. – Duties of Director of Community and Economic Development.

The director of community and economic development shall serve as an advocate for economic development and related programs and projects within the City of Cincinnati under the supervision of the city manager.

The director of community and economic development shall be responsible for: expediting and facilitating economic development projects on behalf of the city; shall manage all requests for city funding or passthrough funding targeted at economic development projects; shall be the primary point of contact with the city for developers, development authorities, and development corporations when promoting economic development projects in the city; shall coordinate with other entities on job attraction and expansion activities; shall coordinate the planning of economic development projects in the city; shall

be responsible for the development and redevelopment of industrial corridors and commercial corridor revitalization within the city; shall be responsible for job retention activities; shall have primary responsibility for advising the city manager on economic development projects involving the use of eminent domain; shall administer and enforce commercial development in neighborhood business districts and related commercial loan programs; shall administer small business services; and shall perform such other duties as may be assigned by the city manager or by ordinance of council.

The director of community and economic development shall administer neighborhood development services ~~and human services contract administration~~ for the citizens and the businesses of the City of Cincinnati and its neighborhoods.

The director of community and economic development shall administer and enforce all housing assistance and development programs and related housing and development loan programs, neighborhood assistance and liaison activities, and neighborhood support programs.

The director of community and economic development shall administer the funding of ~~essential human services~~; community development programs, ~~including public facilities and improvements consistent with human services policies of the city~~; and perform such other duties as may be assigned by the city manager or by ordinance of council.

Section 2. That existing Section 2 of Article XXIV of the Administrative Code, "Department of Community and Economic Development," is hereby repealed.

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

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

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

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

\_\_\_\_\_  
Deleted language is struck through.

May 17, 2021

To: Members of the Budget & Finance Committee 202101882

From: Paula Boggs Muething, City Manager

Subject: **DEVELOPMENT AGREEMENT FOR THE DISTRICT AT  
CLIFTON HEIGHTS**

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Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a *Development Agreement* with OH-UC Holdings II LLC and OH-UC Holdings III LLC, affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC, pertaining to the redevelopment of property located along Straight Street between Clifton Avenue and University Court in the Clifton Heights neighborhood of Cincinnati, pursuant to which the City will assign service payments in lieu of taxes received by the City of Cincinnati to the Port of Greater Cincinnati Development Authority to facilitate the mixed-use redevelopment project.

### **BACKGROUND/CURRENT CONDITIONS**

The Developer, an affiliate of Trinitas Development, LLC and Crawford Hoying Development Partners, LLC, is proposing to redevelop the former Deaconess Hospital site in Clifton Heights into a mixed-use phased development that will include approximately 748 student housing units, 520 multifamily units, 69,300 square feet of commercial space, a 160-key hotel, 970 private parking spaces, 569 public parking spaces and other necessary public infrastructure improvements. Total project cost is expected to be \$458 million. Previously, pursuant to Council Ordinance 445-2019, effective November 14, 2019, the City established a project-based tax increment financing exemption on the Project Site pursuant to Ohio Revised Code 5709.40(B).

### **DEVELOPER INFORMATION**

The Developer, OH-UC Holdings II, LLC and OH-UC Holdings III, LLC, is an affiliate of Trinitas Development LLC of Lafayette, Indiana and Crawford Hoying Development Partners LLC of Dublin, Ohio. Since 2002, Trinitas has been an owner, developer, builder and manager of commercial real estate focused exclusively on student housing, including the Deacon, a 350-unit student housing development along Straight Street in Clifton Heights. Crawford Hoying has developed over \$1

billion in real estate, including the transformative Bridge Park in Dublin, Ohio and Water Street District in Dayton, Ohio, over the last five years.

## **PROJECT DESCRIPTION**

Developer will redevelop the former Deaconess Hospital site in two phases. The first phase will consist of (1) the Developer’s design and construction of a 351 residential rental unit student housing project known as the Deacon and renovation of an existing 800-space private parking garage; and (2) the design and construction of approximately 380 residential rental units of student housing and approximately 2,300 square feet of commercial space, an approximately 160-key hotel with approximately 22,000 square feet of commercial space, and a new 17-bedroom sorority house for the Zeta House Corporation of Delta Delta Delta. The first phase will also include the design and construction of an approximately 169-space public parking garage and other public infrastructure improvements to support the overall development. The first phase is expected to cost \$297,680,000 and expected to be completed by October 2024.

The second phase of the project will consist of approximately 45,000 square feet of commercial space, 350 residential rental units, 170 multifamily housing units, and an approximately 170-space private parking garage; and an approximately 400-space public parking garage and other eligible public infrastructure improvements need to support the overall development. The second phase of the District at Clifton Heights is expected to cost \$160,170,000 and expected to be completed by January 2025.

The Developer estimates that the project will support the creation of 750 full-time equivalent temporary jobs with an annual payroll of approximately \$40,300,000; and 700 full-time equivalents at an annual payroll of approximately \$15,700,000 following completion of construction.

The development is supported by the Clifton-University-Fairview (CUF) Neighborhood Association and is also consistent with the Plan Cincinnati’s Compete Initiative Area, particularly within the Goal to “Focus development on the existing centers of activity by developing compact walkable mixed-use districts and better connect them to residential areas” (Plan Cincinnati, page 116).

City Planning and the Developer conducted a public engagement meeting with Clifton Heights Stakeholders following the City Manager’s Community Engagement Policy on Thursday, April 22<sup>nd</sup> at 4pm. A written summary of the engagement session can be found here: <https://www.cincinnati-oh.gov/planning/community-engagement-meetings/>

## **PROPOSED INCENTIVE**

The City and the Developer anticipate that the public parking garages and other eligible public infrastructure improvements will be financed by the Port Authority. The Port will issue bonds in a principal amount not to exceed \$39,850,000 and

\$41,150,000 for the first and second phases of the project, respectively. Net proceeds from the bonds will be made available to the Developer to pay for construction of the public improvements associated with the project. The City will use the project TIF revenue it receives from the Hamilton County Treasurer to (a) first, pay any fees charged by the Auditor or any other government entity, (b) second, satisfy the City's obligation to the School Board, (c) third, pay any City monitoring and service fees associated with this incentive, and (d) fourth to make payments to the Port Authority in the amount necessary to pay down the bond debt over the 30-year term of the TIF exemption.

**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The emergency clause is needed so that the project can meet its construction commencement deadlines.

Attachment: A. Property location and photographs

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

**Attachment A: Location and Concept Plan**

*Property Location & Concept Plan*



*Straight Street – Elevation*



EMERGENCY

City of Cincinnati

SSB

*AWB*

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

- 2021

**AUTHORIZING** the City Manager to execute a *Development Agreement* with OH-UC Holdings II LLC and OH-UC Holdings III LLC, affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC, pertaining to the redevelopment of property located along Straight Street between Clifton Avenue and University Court in the Clifton Heights neighborhood of Cincinnati, pursuant to which the City will assign service payments in lieu of taxes received by the City of Cincinnati to the Port of Greater Cincinnati Development Authority to facilitate the mixed-use redevelopment project.

WHEREAS, OH-UC Holdings II LLC and OH-UC Holdings III LLC (jointly, “Developer”), affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC, and the City of Cincinnati desire to enter into a *Development Agreement*, substantially in the form of Attachment A hereto (the “Development Agreement”), pertaining to Developer’s redevelopment of property located along Straight Street between Clifton Avenue on the east and University Court on the west in Cincinnati (the “Project” and the “Project Site”, as applicable); and

WHEREAS, Developer currently anticipates completing the Project in two phases, with the first phase consisting of the following two sub-phases:

- (i) Phase IA Project: Developer’s design and construction of a 351 residential rental unit, 1,029 bed student housing project known as “The Deacon”, and renovation of an existing 800-space private parking garage (the “Phase IA Private Improvements”), which Developer has already completed; and
- (ii) Phase IB Project: The design and construction of (a) approximately 380 residential rental units of student housing, approximately 24,300 square feet of commercial space, an approximately 160-key hotel, and a new 17-bedroom sorority house for the Zeta House Corporation of Delta Delta Delta (“Tri Delta”) (the “Phase IB Private Improvements”; and jointly with the Phase IA Private Improvements, the “Phase I Private Improvements”); and (b) an approximately 169-space public parking garage and other eligible public infrastructure improvements, including acquisition of the existing Tri Delta sorority house (the “Phase IB Public Infrastructure Improvements”; and jointly with the Phase IB Private Improvements, the “Phase IB Project”); and

WHEREAS, Developer currently anticipates that the second phase of the Project (the “Phase II Project”) will consist of (i) approximately 45,000 square feet of commercial space, approximately 350 residential rental units, approximately 170 multifamily housing units, and an approximately 170-space private parking garage (the “Phase II Private Improvements”; and jointly with the Phase I Private Improvements, the “Private Improvements”); and (ii) an

approximately 400-space public parking garage to service the Private Improvements and other eligible public infrastructure improvements necessary for the completion thereof (the “Phase II Public Infrastructure Improvements”); and jointly with the Phase IB Public Infrastructure Improvements, the “Public Infrastructure Improvements”); and

WHEREAS, the total estimated cost (including, without limitation, hard construction costs, soft costs, and acquisition costs) of (i) the Private Improvements is approximately \$395,310,000, and (ii) the Public Infrastructure Improvements is \$62,540,000; and

WHEREAS, the Phase IB Project and the Phase II Project are expected to result in the creation of approximately (i) 750 full-time equivalent temporary jobs at the Project Site at an annual payroll, during the construction period, of approximately \$40,300,000; and (ii) 700 full-time equivalent permanent jobs at the Project Site at an annual payroll of approximately \$15,700,000 following completion of construction; and

WHEREAS, on November 14, 2019, this Council passed Ordinance No. 445-2019 (the “TIF Ordinance”), pursuant to which the City declared that the Improvement (as defined in Ohio Revised Code (“ORC”) Section 5709.40(A)(4)) to the Project Site constitutes a public purpose and exempted 100% of the Improvement from real property taxation for a period of 30 years pursuant to ORC Section 5709.40(B) (the “TIF Exemption”); and

WHEREAS, pursuant to the TIF Ordinance, the parties intend to execute one or more service agreement(s), in substantially the form attached as an exhibit to the Development Agreement, pursuant to which Developer will make semiannual service payments in lieu of real property taxes (“Service Payments”); and

WHEREAS, the City anticipates that the Service Payments will be used: (i) to pay certain administrative fees to the Hamilton County, Ohio Auditor and the City; (ii) to make payments to the Board of Education of the Cincinnati School District under the City’s Agreement with the School Board dated July 2, 1999, as amended; (iii) to facilitate a bond issuance by the Port of Greater Cincinnati Development Authority to finance a portion of the Public Infrastructure Improvements; and (iv) to be retained by the City and used for any lawful purpose, in each case in the manner set forth in the Development Agreement; and

WHEREAS, the Project Site is located in the TIF District known as “District 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District” (the “District”), established by Ordinance No. 418-2002, passed by Council on December 18, 2002; and

WHEREAS, the City anticipates that it will keep the Project Site within the District and, by separate ordinance, layer the TIF Exemption over the exemption provided by the District, stating that the TIF Exemption will have priority over the District exemption; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to lend aid or credit for industry, commerce distribution, and research; and

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

WHEREAS, the City believes that the Project will promote urban redevelopment in the Clifton Heights neighborhood of Cincinnati, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; 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 *Development Agreement* with OH-UC Holdings II LLC and OH-UC Holdings III LLC (jointly, “Developer”), in substantially the form attached as Attachment A to this ordinance (the “Development Agreement”), pertaining to a mixed-use redevelopment project located along Straight Street between Clifton Avenue and University Court in Cincinnati, as more particularly described in the Development Agreement (the “Project” and the “Project Site”, as applicable).

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to fulfill the terms of this ordinance, the Development Agreement, any and all Project-related documents described in or contemplated by the Development Agreement (including, without limitation, one or more service agreements and a cooperative agreement, as more particularly described therein), and any and all ancillary agreements, amendments, and other documents related to the Project and/or the Project Site, all as deemed necessary or appropriate by the City Manager.

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 enable the parties to execute the Development Agreement as

soon as possible so that Developer can promptly move forward with the Project, thereby creating additional housing, jobs, and other significant economic benefits to the City at the earliest possible time.

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

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

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

ATTACHMENT A

Contract No: \_\_\_\_\_

**DEVELOPMENT AGREEMENT**

*among the*

**CITY OF CINCINNATI,**  
an Ohio municipal corporation;

**OH-UC HOLDINGS II LLC,**  
a Delaware limited liability company;

*and*

**OH-UC HOLDINGS III LLC,**  
a Delaware limited liability company,

Project Name: The District at Clifton Heights  
(multi-phased development of property along Straight Street)

Dated: \_\_\_\_\_, 2021

## DEVELOPMENT AGREEMENT

(The District at Clifton Heights)

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"); **OH-UC HOLDINGS II LLC**, a Delaware limited liability company ("**Holdings II**"); and **OH-UC HOLDINGS III LLC**, a Delaware limited liability company ("**Holdings III**"); and jointly with Holdings II, "**Developer**". Developer is an affiliate of Trinitas Development LLC, an Indiana limited liability company ("**Trinitas**"), and Crawford Hoying Development Partners, LLC, an Ohio limited liability company ("**Crawford**"). The current address of Holdings II and Trinitas is 201 Main Street, Lafayette, Indiana 47091. The Current address of Holdings III and Crawford is 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017.

### Recitals:

A. Developer desires to undertake the redevelopment of approximately 6.15 acres of real property located along Straight Street between Clifton Avenue on the east and University Court on the west in the Clifton Heights neighborhood of Cincinnati, as depicted on Exhibit A-1 (Site Plan) hereto, and more particularly described on Exhibit B (Legal Description) hereto (the "**Project Site**").

B. Developer currently anticipates redeveloping the Project Site in two phases, as depicted on Exhibit A-2 (Concept Plan) hereto, and as more particularly described on Exhibit C-1 (Description of Private Improvements) and Exhibit C-2 (Description of Public Infrastructure Improvements) hereto:

(i) The first phase will consist of two sub-phases:

(a) Developer's design and construction of a 351 residential rental unit, 1,029 bed student housing project known as "The Deacon", and renovation of an existing 800-space private parking garage (the "**Phase IA Private Improvements**", or the "**Phase IA Project**", as applicable), identified as Block F on Exhibit A-2 (the "**Phase IA Project Site**"), which Developer has already completed; and

(b) The design and construction of (1) approximately 380 residential rental units of student housing and approximately 2,300 square feet of commercial space, an approximately 160-key hotel with approximately 22,000 square feet of commercial space, and a new 17-bedroom sorority house for the Zeta House Corporation of Delta Delta Delta ("**Tri Delta**") (the "**Phase IB Private Improvements**"; and jointly with the Phase IA Private Improvements, the "**Phase I Private Improvements**"); and (2) an approximately 169-space public parking garage and other eligible public infrastructure improvements, including acquisition of the existing Tri Delta sorority house (the "**Phase IB Public Infrastructure Improvements**"; and jointly with the Phase IB Private Improvements, the "**Phase IB Project**"). The various components of the Phase IB Project are identified as Blocks A-1, A-2, and E on Exhibit A-2 (the "**Phase IB Project Site**"; and jointly with the Phase IA Project Site, the "**Phase I Project Site**"). The Phase IA Project and the Phase IB Project are referred to jointly herein as the "**Phase I Project**".

(ii) The second phase will consist of (a) approximately 45,000 square feet of commercial space, approximately 350 residential rental units, approximately 170 multifamily housing units, and an approximately 170-space private parking garage (the "**Phase II Private Improvements**"; and jointly with the Phase I Private Improvements, the "**Private Improvements**"); and (b) an approximately 400-space public parking garage to service the Private Improvements and other eligible public infrastructure improvements necessary for the completion thereof (the "**Phase II Public Infrastructure Improvements**"; and jointly with the Phase IB Public Infrastructure Improvements, the "**Public Infrastructure Improvements**"). The various components of the Phase II Project are identified as Blocks B/C and D on Exhibit A-2 (the "**Phase II Project Site**"). The Phase II Private Improvements and the Phase II Public Infrastructure Improvements are referred to jointly herein as the "**Phase II Project**"; and the Phase I Project and the Phase II Project are referred to jointly herein as the "**Project**".

C. The total estimated cost (including, without limitation, hard construction costs, soft costs, and acquisition costs) of (i) (a) the Phase IA Private Improvements is approximately \$119,830,000, (b) the Phase IB Private Improvements is projected to be approximately \$147,080,000, and (c) the Phase II Private Improvements is projected to be approximately \$128,400,000, for an aggregate total estimated cost for the Private Improvements of \$395,310,000, as

more particularly described on Exhibit D-1 (Preliminary Budget – Private Improvements) hereto; and (ii) (a) the Phase IB Public Infrastructure Improvements is projected to be approximately \$30,770,000, and (b) the Phase II Public Infrastructure Improvements is projected to be approximately \$31,770,000, for an aggregate total estimated cost for the Public Infrastructure Improvements of \$62,540,000, as more particularly described on Exhibit D-2 (Preliminary Budget – Public Infrastructure Improvements) hereto. Developer has represented to the City that it intends to use various sources of funds to finance the costs associated with the Project, as set forth on Exhibit E-1 (Sources of Funds – Private Improvements) and Exhibit E-2 (Sources of Funds – Public Infrastructure Improvements) hereto.

D. Developer currently anticipates that it will (i) commence construction of (a) the Phase IB Project (other than the new Tri Delta sorority house, construction of which commenced prior to the Effective Date hereof) on or about the third quarter of 2021, and (b) the Phase II Project on or about the first quarter of 2022; and (ii) complete construction of (a) the Phase IB Project no later than October 1, 2024, and (b) the Phase II Project no later than January 1, 2025, and that the Project will be completed substantially in accordance with the construction schedule shown on Exhibit F (Construction Schedule) hereto.

E. Pursuant to Ordinance No. 445-2019, passed by City Council on November 14, 2019, the City created a so-called project-based TIF for the Project Site under Ohio Revised Code (“**ORC**”) Section 5709.40(B), declaring Improvement (as defined in ORC Section 5709.40) to the Project Site to be a public purpose and exempt from real property taxation for a period of 30 years (the “**TIF Ordinance**” and the “**TIF Exemption**”, as applicable).

F. The parties currently anticipate that the Public Infrastructure Improvements will be financed (and with respect to the public parking garages, owned by) the Port of Greater Cincinnati Development Authority (the “**Port Authority**”). Developer presently intends to finance the construction of the Public Infrastructure Improvements by entering into separate construction agreement(s), cooperative agreement(s), service agreement(s), and other ancillary agreements with the City and/or the Port Authority pursuant to which (i) the Port Authority will issue one or more series of special obligation development revenue bonds, with no series having a term in excess of the maximum maturity allowable at law for such series, in a principal amount not to exceed (a) \$[39,850,000] with respect to the financing of the Phase IB Public Infrastructure Improvements (the “**Phase I Bonds**”), and (b) \$[41,150,000] with respect to the financing of the Phase II Public Infrastructure Improvements (the “**Phase II Bonds**”; and jointly with the Phase I Bonds, the “**Bonds**”), and make the net proceeds from the Bonds available to Developer to pay for the construction of the applicable phase of the Public Infrastructure Improvements, as will be determined by such separate agreements as may be entered into by the Port Authority, the City, and Developer; and (ii) the City will receive from the Hamilton County Treasurer the statutory service payments generated from the Private Improvements pursuant to the TIF Exemption (“**Project TIF Revenue**”), and use the same, (a) first, to pay any fees charged by the Hamilton County Auditor or any other governmental entity, (b) second, to satisfy the City’s obligation to the Board of Education of the City School District of the City of Cincinnati (the “**School Board**”) under that certain Agreement by and between the City and the School Board dated July 2, 1999, as amended, (c) third, to pay the City’s fees described in Section 11(B) of this Agreement, and (d) fourth, to make payments to the Port Authority in the amount necessary to pay principal, interest, administrative expenses, and other amounts due with respect to the Bonds (the “**Bond Obligations**”), with any and all surplus Project TIF Revenue in any given year to be retained by the City or returned to the City, as applicable, and used for any lawful purpose. For the avoidance of doubt, the parties intend that the Bond Obligations associated with the applicable phase of the Bonds will be supported by the Project TIF Revenue generated from the applicable phase of the Project. The aforementioned service agreement(s) to be entered into by and between the City and Developer following the Effective Date hereof shall be substantially in the form of Exhibit G (Form of Service Agreement) hereto (the “**Service Agreement**”).

G. The parties currently anticipate that the sources of repayment for the Bond Obligations will include the following, in the order of application: (i) first, net operating income from the garages included within the Public Infrastructure Improvements (i.e., those garages for which the Bond proceeds will be made available to pay for the construction thereof); (ii) second, the available Project TIF Revenue after payment (a) of City and Hamilton County Auditor fees and (b) to satisfy obligations to the School Board; and (iii) third, minimum service payments, if collected pursuant to and in accordance with the Service Agreement and the cooperative agreement(s).

H. The cooperative agreement(s) referred to herein, together with such other documents with respect to the Project entered into with the Port Authority and Developer to which the City is a party, are referred to herein as the “**Port Authority Documents**”, and the Port Authority Documents, this Agreement, the Service Agreement, and such other ancillary documents and instruments executed by Developer and the City, or executed by Developer in favor of the City, are referred to herein as the “**Project Documents**”.

I. All or a portion of the Project Site is located in the TIF District known as "District 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District" (the "**District**"), established by Ordinance No. 418-2002, passed by City Council on December 18, 2002. The City anticipates that it will keep the Project Site within the District and "layer" the TIF Exemption over the existing exemption provided by the District, stating that the TIF Exemption will have priority over the District exemption.

J. Developer anticipates that the Phase IB Project and the Phase II Project will create approximately (i) 750 full-time equivalent temporary jobs at the Project Site at an annual payroll, during the construction period, of approximately \$40,300,000; and (ii) 700 full-time equivalent permanent jobs at the Project Site at an annual payroll of approximately \$15,700,000 following completion of construction.

K. Pursuant to Ordinance No. 255-2017, passed by City Council on September 13, 2017, the City and OH-UC Holdings I, LLC, an affiliate of Developer, entered into a certain *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* dated October 11, 2017, pursuant to which, among other things, the City provided a 15-year real property tax abatement for 100% of the amount by which a portion of the Phase IA Project more particularly described therein increased the assessed value of the real property described therein. The parties thereto further amended such agreement by means of a certain *First Amendment to Community Reinvestment Area Tax Exemption Agreement* dated March 19, 2018, pursuant to which the Port Authority joined as a party thereto as the actual fee title owner of the property to be abated from real property taxation (as amended, the "**Deacon CRA**").

L. Pursuant to Ordinance No. 331-2020, passed by City Council on September 30, 2020, City Council authorized a 14-year real property tax abatement for 100% of the amount by which a portion of the Phase IB Project, identified as Block E on Exhibit A-2 hereto, increased the assessed value of the real property described therein. The parties hereto currently anticipate that the City will enter into a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Tri Delta, which will be the actual fee title owner of the property to be abated from real property taxation, pursuant to which, among other things, the City will provide such real property tax abatement authorized by Ordinance No. 331-2020 (the "**Tri Delta CRA**").

M. The parties currently anticipate that the City will receive an application for a commercial real property tax abatement for the multifamily housing portion of the Phase II Project, identified as Block D on Exhibit A-2 hereto (the "**Multifamily Housing CRA**"). Developer acknowledges that the City will need to underwrite such application, and the City makes no representations or other assurances that it will recommend the Multifamily Housing CRA or that City Council will authorize the same.

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

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

P. The City, upon recommendation of the City's Department of Community and Economic Development ("**DCED**"), believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements and for this reason the City desires to facilitate the Project by entering into this Agreement and providing the TIF Exemption as described herein and in the Service Agreement and cooperative agreement(s) described herein.

Q. Execution of this Agreement was authorized by the TIF Ordinance and Ordinance No. \_\_\_-2021, passed by City Council on \_\_\_\_\_, 2021. Notwithstanding anything to the contrary in this Agreement, the City's obligations hereunder are conditioned upon the passage of any and all other required legislation by City Council.

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

**1. DUE DILIGENCE INVESTIGATIONS.**

(A) Due Diligence Items. As it relates to (i) the Phase IB Project, following the parties' execution of this Agreement and at such time as such documents become available, and (ii) the Phase II Project, prior to commencement of construction of any portion of the Phase II Project, Developer, at its sole expense, shall obtain and deliver to the City the following items (the "**Due Diligence Items**"):

- (i) *Title:* A copy of Developer's Owner's Policy of or Commitment for Title Insurance showing that Developer owns good and marketable fee simple title to the Phase I Project Site or the Phase II Project Site, as applicable;
- (ii) *Survey:* One or more ALTA boundary survey(s) of the Phase I Project Site or the Phase II Project Site, as applicable, showing all easements and other matters of record that can be shown on a survey;
- (iii) *Appraisal:* A projected "as-built" appraisal of the applicable phase of Private Improvements (but only if such an appraisal is required by the Port Authority);
- (iv) *Site Plan:* A detailed site plan showing the proposed location of the applicable phase of Private Improvements and Public Infrastructure Improvements, as applicable;
- (v) *Environmental:* A copy of whatever environmental reports Developer may obtain or has obtained in connection with the applicable phase of the Project, as applicable, including, at a minimum, a Phase I environmental site assessment under current ASTM standards;
- (vi) *Engineering Studies.* Geotechnical or other engineering studies for the parcels upon which the applicable phase of Public Infrastructure Improvements will be constructed;
- (vii) *Construction Schedules:* A detailed construction timeline showing anticipated commencement and completion dates for the applicable phase of the Project, including significant milestones;
- (viii) *Budget:* A detailed and updated budget for the applicable phase of the Project;
- (ix) *Financing:* Evidence satisfactory to the City that Developer has obtained all financing necessary to complete the applicable phase of the Project;
- (x) *New Legal Descriptions and Surveys:* Updated legal descriptions and ALTA property surveys for the Phase IB Project Site or the Phase II Project Site, as and if applicable;
- (xi) *Service Payment Projections:* A detailed analysis showing the projected statutory service payments in lieu of taxes (the "**Statutory Service Payments**") that will be generated from the applicable phase of Private Improvements;
- (xii) *Port Authority Documents:* Such other information and documentation as may be required by the Port Authority; and
- (xiii) *Other Information:* Such other information and documents pertaining to Developer or the Project as the City may reasonably require.

(B) Copies of Due Diligence Items to Be Provided to City. Without limitation of Developer's other obligations under this Agreement, prior to the issuance of the applicable phase of Bonds, and as such Due Diligence Items are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer that pertain to the applicable phase of the Project.

(C) Contingency for City's Satisfaction with Due Diligence Investigations. 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 three (3) months from the date that the item is delivered to the City) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the Due Diligence Items, Developer and the City may conduct whatever additional investigations concerning the Project as they deem necessary, including, without limitation, investigations into the feasibility and likelihood of Developer obtaining all building, zoning, and other approvals from the City's Department of Buildings and Inspections ("**B&I**"), the Department of City Planning ("**Planning**"), the City Planning Commission, and any other applicable City departments, agencies or boards. If, prior to the issuance of the applicable phase of Bonds, any party hereto determines that the applicable phase of the Project 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 the parties hereto shall thereafter have no rights or obligations hereunder as it relates to the applicable Project. Unless otherwise directed by the DCED Director, Developer shall deliver all the Due Diligence Items to be provided by Developer to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. The termination rights of the parties under this paragraph shall automatically terminate upon the issuance of the applicable phase of Bonds.

## 2. PLANS AND CONSTRUCTION.

(A) Preparation of Plans and Specifications. Developer shall prepare plans and specifications for the applicable phase of the Project and shall submit the same to DCED for review and approval prior to commencement of construction of the applicable phase of the Project; *provided that* DCED may only withhold approval if such plans and specifications associated with the applicable phase of the Project (i) reduce or diminish the size, scope, quality, or site plan of the applicable phase of the Project, (ii) could reasonably be expected to reduce the hard construction costs of the applicable phase of the Project by 15% or more, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by the City Planning Commission and City Council with respect to the Project or are materially inconsistent with Exhibits C-1 and C-2 hereto, in each case as determined in the DCED Director's sole and absolute discretion. The approved plans and specifications for each phase of the Project (including any and all changes thereto, subject to the City's review and approval on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**" with respect to the applicable phase of the Project. Developer shall submit any and all proposed changes to the Final Plans to DCED and all governmental departments, agencies, and entities with jurisdiction for review and approval.

(B) Construction Bids. Following the parties' execution of this Agreement, Developer shall obtain construction bids for the Phase IB Project. Prior to commencement of construction of the Phase II Project, Developer shall obtain construction bids for the Phase II Project. Upon Developer's selection of the bids for applicable phase of the Project, Developer shall submit to the City an updated construction budget and construction schedule for the applicable phase of the Project.

(C) Commencement and Completion of Construction. Developer shall complete each phase of the Project, and all components thereof, substantially in accordance with Exhibits C-1 and C-2, and substantially as reflected in the Final Plans for the applicable phase of the Project, and in compliance with all applicable laws.

(i) Phase IA Project. The parties hereby agree and acknowledge that construction of the Phase IA Project was completed on or about February 15, 2020.

(ii) Phase IB Project. Developer shall commence construction of (a) the Phase IB Private Improvements not later than October 1, 2021, and (b) the Phase IB Public Infrastructure Improvements not later than October 1, 2021. Developer shall complete construction, in accordance with the Final Plans with respect to the Phase IB Project, of (a) the Phase IB Private Improvements not later than October 1, 2024, and (b) the Phase IB Public Infrastructure Improvements not later than October 1, 2024.

(iii) Phase II Project. Developer shall commence construction of (a) the Phase II Private Improvements not later than April 1, 2022, and (b) the Phase II Public Infrastructure Improvements not later than April 1, 2022. Developer shall complete construction, in accordance with the Final Plans with respect to the Phase II Project, of (a) the Phase II Private Improvements not later than January 1, 2025, and (b) the Phase II Public Infrastructure Improvements not later than January 1, 2025.

(D) Contractors and Subcontractors. 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 Performance list.

(E) 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, and other governmental requirements applicable to the construction of the Project. The City

makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from Planning, B&I, the City's Department of Transportation & Engineering ("DOT"), other City departments, City Planning Commission, or City Council that may be required in connection with the Project.

(F) Inspection of Work. During construction, the City, its employees, and agents shall have the right at all reasonable times to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement. Notwithstanding anything to the contrary in this paragraph (F) or this Agreement, nothing herein shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise.

(G) Mechanics' Liens. Developer shall not permit any mechanics' or other liens to be filed against the Project Site during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(H) Barricade Fees. Developer acknowledges that a barricade permit may be required, and barricade fees will be payable to DOTE for the closure of the sidewalk and the curb lane of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof.

(I) Completion Guaranty. Prior to commencing construction of the applicable phase of the Project, Developer shall cause Trinitas, Crawford, and/or another guarantor approved by the City, in the City's sole and absolute discretion (such entity, whether it be Trinitas, Crawford, and/or another guarantor, being hereinafter referred to as "Guarantor"), to execute a guaranty of completion with respect to Developer's obligation to complete the applicable phase of the Project, which shall be in substantially the form of Exhibit H (Form of Completion Guaranty) hereto (the "Completion Guaranty"). Notwithstanding the foregoing, the parties hereby acknowledge and agree that no Completion Guaranty shall be required for the Phase IA Project or the Tri Delta sorority house.

### 3. CITY'S FINANCIAL ASSISTANCE.

(A) Project TIF Revenue. The City's funding commitment shall be subject to and contingent upon, without limitation, the execution and continued effectiveness of this Agreement, the Service Agreement, and the cooperative agreement. The City's funding commitment under this Agreement shall be limited to providing the Project TIF Revenue to the Port Authority for payment of the Bond Obligations, all in accordance with one or more separate agreements to be executed by the City, Developer, and the Port Authority. To the extent the Project TIF Revenue provided by the City is insufficient to satisfy the Bond Obligations, Developer shall be solely responsible for the shortfall. As between the City and Developer, and except for the City's agreement to provide the Project TIF Revenue to the Port Authority, Developer shall be solely responsible for all costs associated with the Project. Developer acknowledges and agrees that the City will not provide the Project TIF Revenue to the Port Authority for payment of the Bond Obligations other than with respect to service payments for tax years falling within the period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City.

(B) Excess Project TIF Revenue. To the extent the Project TIF Revenue in any year exceeds the amount payable to the Port Authority for payment of the Bond Obligations for such year, as more particularly described in one or more separate agreements to be executed by the City, Developer, and the Port Authority, the City shall be entitled to retain and use such excess Project TIF Revenue for any lawful purpose. For the avoidance of doubt, to the extent the Project TIF Revenue associated with any portion of the Project is not to be used to secure Bond Obligations associated with the applicable phase of the Bonds, for any reason, the City shall be entitled to retain and use such excess Project TIF Revenue for any lawful purpose.

(C) No Other City Assistance. As a material inducement to the City to enter into this Agreement, Developer agrees that it shall not request or expect to receive any additional funding, real estate or income tax abatements (other than the Deacon CRA and the Tri Delta CRA, which obtained City Council approval prior to the execution of this Agreement, and the Multifamily Housing CRA, *provided* the City agrees to provide the same), or other financial assistance from the City in connection with the Project in the future, either for itself, for the benefit of tenants or other occupants of the Project Site, or for the benefit of any other third party unless the City agrees to the contrary in writing.

#### 4. INSURANCE; INDEMNITY.

(A) Insurance during Construction. Until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$10,000,000 aggregate, naming the City as an additional insured with respect to the Project; (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements then being constructed as part of the Project; (iii) worker's compensation insurance in such amount as required by law; (iv) all insurance as may be required by Developer's construction lenders or by the Port Authority; and (v) such other insurance as may be reasonably required by the City. 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 thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided that* if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

(B) Waiver of Subrogation in Favor of the City. Each party constituting Developer hereby waives all claims and rights of recovery, and on behalf of its 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 itself 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 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. The obligations of Developer under this paragraph shall survive termination of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages.

5. CASUALTY; EMINENT DOMAIN. If the Project is damaged or destroyed by fire or other casualty during construction, or if any portion of the Project Site is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Project Site was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project Site is being repaired or restored.

6. **DEFAULT; REMEDIES.**

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

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of either entity constituting Developer (or Guarantor during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by any such entity, or the making by any such entity of an assignment for the benefit of creditors; or

(b) the filing of any bankruptcy or insolvency proceedings by or against either entity constituting Developer (or Guarantor during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity, the attachment of, levy upon, or seizure by legal process of any property of any such entity, or the insolvency of any such entity, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof.

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe (or cause to be performed or observed) any obligation, duty, or responsibility under this Agreement or any other Project Document (*provided that* a failure of Guarantor to perform under the Completion Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the "**Cure Period**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after Developer's receipt of written notice thereof from the City; *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 so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after 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 creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of any of the following:

(a) **Payment Default.** Any statutory service payment or minimum service payment, as applicable (together, the statutory service payments and minimum service payments are referred to herein as the "**Service Payments**"), is not made when due under the Service Agreement (a "**Payment Default**"). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to transfer amounts to the Port Authority for payment of the Bond Obligations.

(b) **Development Default.** Developer (1) fails to (x) diligently prosecute the work related to the Project as provided herein, or (y) complete the Project in accordance with Exhibits C-1 and C-2 and substantially in accordance with the Final Plans for the Project; or (2) abandons the Project.

(c) **Misrepresentation.** Any representation, warranty, or certification of either entity constituting Developer or Guarantor made in connection with this Agreement or any other Project Document shall prove to have been false or materially misleading when made.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement 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 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 or event of default of Developer under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

**7. NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, 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 such party may designate by notice to the other parties given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:  
City Manager  
City of Cincinnati  
801 Plum Street  
Cincinnati, Ohio 45202

To Holdings II, LLC:  
OH-UC Holdings II LLC  
201 Main Street  
Lafayette, Indiana 47091  
Attention: Loren King

with a copy to:  
Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, Ohio 45202

To Holdings III, LLC:  
OH-UC Holdings III LLC  
6640 Riverside Drive, Suite 500  
Dublin, Ohio 43017  
Attention: Brent Crawford

If either entity constituting Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, such entity 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.

**8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEVELOPER.** Holdings II and Holdings III each hereby makes the following representations, warranties, and covenants to induce the City to enter into this Agreement, in each case solely with respect to itself:

(i) Such entity is a limited liability company duly organized and validly existing under the laws of the State of Delaware, and each such entity is qualified to conduct 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 of the State of Ohio relevant to the transactions contemplated by this Agreement or any other Project Document.

(ii) Such entity has full power and authority to execute and deliver this Agreement and every other Project Document to which it is or will be a party and to carry out the transactions provided for herein and therein. This Agreement and each other Project Document to which Developer is a party has by proper action been duly authorized, executed, and delivered by such entity and all actions necessary have been taken to constitute this Agreement and the other Project Documents to which such entity is a party, when executed and delivered, valid and binding obligations of such entity.

(iii) The execution, delivery, and performance by such entity of this Agreement and each other Project Document to which it is a party and the consummation of the transactions contemplated hereby and thereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of such entity, or any mortgage, indenture, contract, agreement, or other undertaking to which such entity is a party or which purports to be binding upon such entity or upon any of its assets, nor is such entity 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 such entity, threatened against or affecting such entity at law or in equity or before or by any governmental authority.

(v) Such entity shall give prompt notice in writing to the City of the occurrence or existence, during the period prior to the expiration of the TIF Exemption, of any litigation, labor dispute, or governmental proceeding or investigation affecting such entity that could reasonably be expected to interfere substantially with their respective normal operations or materially and adversely affect such entity's financial condition or its completion of the Project.

(vi) The statements made in the documentation provided by such entity to the City that are descriptive of such entity or the Project have been reviewed by such entity 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 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, neither such entity nor its affiliates is in breach of any of its obligations to the City under any existing agreements with the City nor does such entity or any of its affiliates owe any fines, penalties, judgment awards, or any other amounts to the City.

## 9. 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 reasonably requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, reviewed 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 until the date that is 3 years following the satisfaction of the Bond Obligations, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit the 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.

(C) Confidential Information. Developer may specify that certain of the Records and Reports (and certain information within the quarterly reports described above) are or may be confidential to the business of Developer or its affiliates by conspicuously marking such Records and Reports as "confidential," "trade secret," "do not disclose," or the like, in which event the City shall use reasonable efforts to ensure that such Records and Reports remain confidential; *provided, however*, that the City's obligations under this clause (C) shall be subject and subordinate to the City's obligations under public records laws in all respects, and the City will in no way be liable for disclosures made in order to comply with public records requests.

## 10. GENERAL PROVISIONS.

(A) Assignment; Change of Control.

(i) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City Manager, such consent not to be unreasonably withheld; and *provided*, that the City may require the execution of an amendment hereto or other clerical documentation to effect such assignment or substitution of parties. The City hereby consents to Developer's collateral assignment of its rights under this Agreement or the Project Documents to any construction lender(s) for the Project and the Port Authority. The City acknowledges that Developer desires to sell off portions of the Project Site for the construction of portions of the Private Improvements, and, therefore, Developer may request to assign certain rights and obligations under this Agreement to such third parties, subject to the terms and conditions of this Agreement, and particularly this Section 10(A)(i).

(ii) Change of Control. Neither entity constituting Developer shall permit a Change of Control (as defined below) without the prior written consent of the City. As used herein, "**Change of Control**" means a change in the ownership of either OH-UC Holdings II LLC or OH-UC Holdings III LLC such that Crawford and/or Trinitas has less than a 51% direct or indirect voting interest in such entity and lacks the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of ownership interests in such entity, by contract, or otherwise.

(B) Entire Agreement; Conflicting Provisions. This Agreement, together with the other Project Documents, 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 purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other Project Documents, the provisions of such other Project Documents shall control.

(C) Amendments and Waivers. The provisions of 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 each entity constituting Developer agrees that venue in such court is proper. Each entity constituting 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 Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

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

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

(K) No Brokers. Each entity constituting Developer hereby 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 as a result of the parties' execution of 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) Recognition of City Support. In connection with the construction and opening of the Project, the parties shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including, without limitation, informational releases, pamphlets and brochures, construction signs, project and identification signage, and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio, or in the press or any other printed media) relating to the Project. In identifying the City as a Project

partner, the parties shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logo or other form of acknowledgement that has been approved in advance in writing by the City.

(N) Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses, and other approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements, including, without limitation, those set forth on Exhibit I (Additional Requirements) that are applicable to the Project.

(O) Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

(P) Transfer of Fee or Leasehold Title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale (or lease) and leaseback arrangement with respect to portion(s) of the Project Site in which fee or leasehold title to the Project Site is held by the Port Authority (the "**Port Authority Arrangement**"); *provided, however*, that (i) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials, and (ii) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of the Port Authority Arrangement, at least 10 business days prior to any conveyance of any portion of the Project Site to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Project Site, Developer may convey fee or leasehold interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey such interest back to Developer pursuant to the terms contained in the agreement memorializing the Port Authority Arrangement. Developer hereby provides notice to the City that Developer will enter into the Port Authority Arrangement.

## 11. FEES AND EXPENSES.

(A) Initial Administrative Fee. Upon the execution of this Agreement, Developer shall pay a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the current tax year; or (ii) the documented, reasonable out-of-pocket fees, costs, charges, and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent the Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the City's obligation to transfer amounts to the Port Authority for payment of the Bond Obligations permanently cease in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the City's transferring amounts to the Port Authority for payment of the Bond Obligations shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

(C) City's Outside Counsel Fees Associated with Bonds. Developer shall pay any and all outside counsel fees incurred by the City related to the negotiations and issuance of the Bonds out of the proceeds of the Bonds, or in some other manner mutually acceptable to Developer and the City.

## 12. EXHIBITS. The following exhibits are attached hereto and made a part hereof:

Exhibit A-1 - Site Plan

{00327125-5}

- Exhibit A-2 - *Concept Plan*
  - Exhibit B - *Legal Description*
  - Exhibit C-1 - *Description of Private Improvements*
  - Exhibit C-2 - *Description of Public Infrastructure Improvements*
  - Exhibit D-1 - *Preliminary Budget – Private Improvements*
  - Exhibit D-2 - *Preliminary Budget – Public Infrastructure Improvements*
  - Exhibit E-1 - *Sources of Funds – Private Improvements*
  - Exhibit E-2 - *Sources of Funds – Public Infrastructure Improvements*
  - Exhibit F - *Construction Schedule*
  - Exhibit G - *Form of Service Agreement*
  - Exhibit H - *Form of Completion Guaranty*
  - Exhibit I - *Additional Requirements*
- (incl. Addendum I - City's Prevailing Wage Determination)

*[SIGNATURES ON FOLLOWING PAGE]*

Executed by the entities below on the dates indicated below their signatures, effective as of the latest of such dates (the "Effective Date").

**CITY OF CINCINNATI**

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

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

**OH-UC HOLDINGS II LLC**

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

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

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

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

**OH-UC HOLDINGS III LLC**

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

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

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

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

Approved as to Form:

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

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

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

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

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

Exhibit A-1  
to Development Agreement  
(The District at Clifton Heights)

*Site Plan*

SEE ATTACHED



Exhibit A-2  
to Development Agreement  
(The District at Clifton Heights)

*Concept Plan*

TO BE ATTACHED

Exhibit B  
to Development Agreement  
(The District at Clifton Heights)

*Legal Description*

Date: October 29, 2020  
Description: The District at Clifton Heights  
Phase 1A  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 20, Town 3, Fractional Range 2, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being Phase 1A containing 3.0880 acres and being all of Lot 1 of The Collegiate as recorded in Plat Book 463, Page 10 of the Hamilton County Recorder's Office.

The above description was prepared from said The Collegiate Plat and shown on an exhibit made on September 24, 2019 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

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Date: October 29, 2020  
Description: The District at Clifton Heights  
Phase 1B (NW)  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 20, Town 3, Fractional Range 2, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being Phase 1B (NW) containing 0.2777 acres and further described as follows:

Begin at the north west intersection of the west right of way of University Court and the north right of way of Straight Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the west right of way of said University Court, and with the north right of way of said Straight Street, North 84° 22' 18" West, 127.29 feet;

thence, departing the north right of way of said Straight Street, North 05° 37' 42" East, 110.00 feet to the south right of way of Fortune Avenue;

thence, with the south right of way of said Fortune Avenue, South 84° 22' 18" East, 92.61 feet to the west right of way of said University Court;

thence, departing the south right of way of said Fortune Avenue and with the west right of way of said University Court South 11° 52' 18" East, 115.34 feet to the Point of Beginning containing 0.2777 acres of land.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from an exhibit made on September 24, 2019 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Date: October 29, 2020  
Description: The District at Clifton Heights  
Phase 1B  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 20, Town 3, Fractional Range 2, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being Phase 2 containing 2.6162 acres and further described as follows:

Begin at the northeast intersection of the east right of way of Stratford Avenue and the north right of way of Straight Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the north right of way of said Straight Street and with the east right of way of said Stratford Avenue, North 05° 54' 42" East, 397.00 feet;

thence, departing the east right of way of said Stratford Avenue, South 84° 23' 18" East, 100.00 feet;

thence, South 05° 54' 42" West, 97.00 feet;

thence, South 84° 23' 18" East, 125.00 feet;

thence, South 05° 54' 42" West, 90.00 feet;

thence, South 84° 23' 18" East, 175.12 feet to the west right of way of Clifton Avenue;

thence, with the west right of way of said Clifton Avenue, South 05° 56' 42" West, 210.00 feet to the north right of way of said Straight Street;

thence, departing the west right of way of said Clifton Avenue and with the north right of way of said Straight Street, North 84° 23' 18" West, 400.00 feet to the Point of Beginning containing 2.6162 acres of land.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from an exhibit made on September 24, 2019 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Date: October 29, 2020  
Description: The District at Clifton Heights  
Phase 2  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 20, Town 3, Fractional Range 2, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being Phase 1B (SE) containing 3.1627 acres and further described as follows:

Begin at the south east intersection of the east right of way of University Court and the south right of way of Straight Street, said intersection being the True Point of Beginning:

thence, from the True Point of Beginning, departing the east right of way of said University Court, and with the south right of way of said Straight Street, South 84° 23' 18" East, 790.50 feet to the west right of way of Clifton Avenue;

thence, with the west right of way of said Clifton Avenue, South 05° 56' 42" West, 150.00 feet;

thence, departing the west right of way of said Clifton Avenue, North 84° 23' 18" West, 600.46 feet;

thence, South 05° 55' 42" West, 149.44 feet;

thence, North 84° 29' 04" West, 5.00 feet to the east terminus of Herman Street;

thence, with said terminus, North 05° 55' 42" East, 50.00 feet to the north right of way of said Herman Street;

thence, departing said terminus, and with the north right of way of said Herman Street, North 84° 33' 18" West, 185.00 feet to the east right of way of said University Court;

thence, departing the north right of way of said Herman Street and with the east right of way of said University Court, North 05° 55' 42" East, 250.00 feet to the Point of Beginning containing 3.1627 acres of land.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from an exhibit made on September 24, 2019 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Exhibit C-1  
to Development Agreement  
(The District at Clifton Heights)

*Description of Private Improvements*

Developer will develop the approximately 6.15-acre site located at 330 Straight Street in the Clifton Heights neighborhood into The District at Clifton Heights, which at full buildout shall include approximately 1,251 residential units, approximately 65,300 square feet of commercial space, 970 private parking garage spaces, and a hotel with approximately 160 keys. The Private Improvements will be developed in two phases as depicted on Exhibit A-2.

Phase I: The Phase I Private Improvements will include two sub-phases consisting of the following components:

- Phase IA Private Improvements, which Developer has already completed, included Developer's design and construction of 351 residential units of student housing and renovation of an existing 800-space private parking garage (labeled Block F in Exhibit A-2).
- Phase IB Private Improvements will consist of Developer's design and construction of:
  - o Block A-1:
    - Approximately 380 student housing units,
    - Approximately 2,300 square feet of commercial space;
  - o Block A-2:
    - Approximately 160 key hotel,
    - Approximately 22,000 square feet of commercial space; and
  - o Block E:
    - 17-unit sorority house for the Tri-Delta sorority.

Phase II: The Phase II Private Improvements will consist of Developer's design and construction of:

- Block B/C:
  - o Approximately 45,000 square feet of commercial space,
  - o Approximately 350 residential apartments; and
- Block D:
  - o Approximately 170 multifamily housing units,
  - o Approximately 170 space parking structure.

Exhibit C-2  
to Development Agreement  
(The District at Clifton Heights)

*Description of Public Infrastructure Improvements*

The scope of work for the Public Infrastructure Improvements consists of land acquisition, demolition, site work, building pad preparation, utility relocation, roadwork, infrastructure, streetscape, public parking garages, and other related work.

Phase IB: The Phase IB Public Infrastructure Improvements will consist of Developer's design and construction of:

- Block A-1:
  - o Demolition of the former Deaconess Medical Office Building at 330 Straight Street, which demolition has been completed.
  - o Site preparation of Block A-1 for future vertical development.
  - o Construction of an approximately 169-space public parking garage that will be partially below grade and will be the podium structure to support the planned portion of the Private Improvements on Block A-1.
  
- Block A-2:
  - o Acquisition and demolition of the former Tri-Delta House located at 2609 Clifton Avenue.
  - o Demolition of building at 2601 Clifton Avenue.
  - o Site preparation for vertical development on Block A-2.
  - o Design and construction of the service drive on the north side of Block A-2.
  
- Streetscape and Infrastructure:
  - o All design and construction work related to improvements on Straight Street, Clifton Avenue, Stratford Avenue, Herman Street, and University Court located approximately within the boundaries shown on Exhibit A-1.
  - o Improvements to the intersections at Clifton Avenue and Straight Street, Straight Street and Stratford Avenue, University Court and Straight Street, Herman Street and University Court, and Clifton Avenue and Calhoun Street including a signalized intersection at Straight Street and Stratford Avenue.
  - o Design and construction of a new alleyway connecting Straight Street and Herman Street.
  - o Streetscape and sidewalk improvements along the front façade of the buildings within the Phase IB Private Improvements including, without limitation, sidewalks, curbs, trees and vegetation, signage, fixtures, lighting, exhibits, and installations.
  - o Utility relocations, stubs throughout the Project Site, including, without limitation, moving utilities underground along Clifton Avenue, Straight Street, and Stratford Avenue.

Phase II: The Phase II Public Infrastructure Improvements will consist of Developer's design and construction of:

- Block B/C:
  - o Partial acquisition and demolition of the former Deaconess Hospital building previously located at 311 Straight Street and associated buildings, structures, and improvements, which demolition has been completed.
  - o Site preparation for vertical development of the portions of the Project located on Block B/C.

- Construction of an approximately 400-space public parking garage that will be the podium structure to support the planned improvements on Block B/C.
  
- Streetscape and Infrastructure:
  - All design and construction work related to the additional improvements on Straight Street, Clifton Avenue, Stratford Avenue, Herman Street, and University Court located approximately within the boundaries shown on Exhibit A-1.
  - Additional improvements to the intersections at Clifton Avenue and Straight Street, Straight Street and Stratford Avenue, University Court and Straight Street, Herman Street and University Court, and Clifton Avenue and Calhoun Street.
  - Additional utility relocations and stubs.
  - Design and modification of the service drive on the south side of Block B/C.
  - Streetscape and sidewalk improvements along the front façade of the buildings within the Phase II Private Improvements, including, without limitation, sidewalks, curbs, trees and vegetation, signage, fixtures, lighting, exhibits, and installations.

Exhibit D-1  
to Development Agreement  
(The District at Clifton Heights)

*Preliminary Budget – Private Improvements*

<b>Phase IA</b>	
<b>Block F Student Housing</b>	
Acquisition	27,900,000.00
Hard Costs	77,870,000.00
Soft Costs	9,040,000.00
Project Contingency	5,020,000.00
<b>Subtotal Phase IA</b>	<b>119,830,000.00</b>
<b>Phase IB</b>	
<b>Block A-1 Student Housing</b>	
Acquisition	16,600,000.00
Hard Costs	77,010,000.00
Soft Costs	13,080,000.00
Project Contingency	1,500,000.00
Subtotal Block A-1 Student Housing	108,190,000.00
<b>Block A-2 Hotel</b>	
Acquisition	3,000,000.00
Hard Costs	25,200,000.00
Soft Costs	6,200,000.00
Project Contingency	1,800,000.00
Subtotal Block A-2 Hotel	36,200,000.00
<b>Block E Tri-Delta House</b>	
Acquisition	-
Hard Costs	2,250,000.00
Soft Costs	330,000.00
Project Contingency	110,000.00
Subtotal Block E Tri-Delta House	2,690,000.00
<b>Subtotal Phase IB</b>	<b>147,080,000.00</b>
<b>Phase II</b>	
<b>Block B/C Mixed Use</b>	
Acquisition	14,680,000.00
Hard Costs	52,810,000.00
Soft Costs	10,780,000.00
Project Contingency	5,710,000.00
Subtotal Block B/C Mixed Use	83,980,000.00
<b>Block D Multifamily Housing</b>	

Acquisition	4,000,000.00
Hard Costs	30,790,000.00
Soft Costs	7,920,000.00
Project Contingency	1,710,000.00
Subtotal Block D Multifamily Housing	44,420,000.00
<b>Subtotal Phase II</b>	<b>128,400,000.00</b>
<b>Total Private Improvements</b>	<b>395,310,000.00</b>

Exhibit D-2  
to Development Agreement  
(The District at Clifton Heights)

*Preliminary Budget – Public Infrastructure Improvements*

<b>Phase IB</b>	
<b>Block A-1</b>	
Acquisition	-
Hard Costs	11,390,000.00
Soft Costs	5,980,000.00
Developer Fee	1,080,000.00
Project Contingency	1,380,000.00
<b>Subtotal Block A-1</b>	<b>19,830,000.00</b>
<b>Block A-2</b>	
Acquisition	2,200,000.00
Hard Costs	710,000.00
Soft Costs	30,000.00
Developer Fee	40,000.00
Project Contingency	90,000.00
<b>Subtotal Block A-2</b>	<b>3,070,000.00</b>
<b>Streetscape &amp; Infrastructure</b>	
Acquisition	1,400,000.00
Hard Costs	3,580,000.00
Soft Costs	1,870,000.00
Developer Fee	390,000.00
Project Contingency	630,000.00
<b>Subtotal Streetscape &amp; Infrastructure</b>	<b>7,870,000.00</b>
<b>Subtotal Phase IB</b>	<b>30,770,000.00</b>
<b>Phase II</b>	
<b>Block B/C</b>	
Acquisition	4,000,000.00
Hard Costs	18,430,000.00
Soft Costs	570,000.00
Developer Fee	1,240,000.00
Project Contingency	2,220,000.00
<b>Subtotal Block B/C</b>	<b>26,460,000.00</b>
<b>Streetscape &amp; Infrastructure</b>	
Acquisition	680,000.00
Hard Costs	3,920,000.00
Soft Costs	10,000.00
Developer Fee	240,000.00
Project Contingency	460,000.00
<b>Subtotal Streetscape &amp; Infrastructure</b>	<b>5,310,000.00</b>
<b>Subtotal Phase II</b>	<b>31,770,000.00</b>
<b>Total Public Infrastructure Improvements</b>	<b>62,540,000.00</b>

Exhibit E-1  
to Development Agreement  
(The District at Clifton Heights)

*Sources of Funds – Private Improvements*

<b>Phase IA</b>	
<b>Block F Student Housing</b>	
Owner Equity	35,950,000.00
Private Financing	83,880,000.00
<b>Subtotal Phase IA</b>	<b>119,830,000.00</b>
<b>Phase IB</b>	
<b>Block A-1 Student Housing</b>	
Owner Equity	37,870,000.00
Private Financing	70,320,000.00
Subtotal Block A-1 Student Housing	108,190,000.00
<b>Block A-2 Hotel</b>	
Owner Equity	10,860,000.00
Private Financing	25,340,000.00
Subtotal Block A-2 Hotel	36,200,000.00
<b>Block E Tri-Delta House</b>	
Owner Equity	940,000.00
Private Financing	1,750,000.00
Subtotal Block E Tri-Delta House	2,690,000.00
<b>Subtotal Phase IB</b>	<b>147,080,000.00</b>
<b>Phase II</b>	
<b>Block B/C Mixed Use</b>	
Owner Equity	20,990,000.00
Private Financing	62,990,000.00
Subtotal Block B/C Mixed use	83,980,000.00
<b>Block D Multifamily Housing</b>	
Owner Equity	11,100,000.00
Private Financing	33,320,000.00
Subtotal Block D Multifamily Housing	44,420,000.00
<b>Subtotal Phase II</b>	<b>128,400,000.00</b>
<b>Total Private Improvements</b>	<b>395,310,000.00</b>

Exhibit E-2  
to Development Agreement  
(The District at Clifton Heights)

*Sources of Funds – Public Infrastructure Improvements*

<b>Phase IB</b>	
Senior Bond Proceeds	24,370,000.00
Subordinate Bond Proceeds	6,400,000.00
<b>Subtotal Phase I</b>	<b>30,770,000.00</b>
<b>Phase II</b>	
Senior Bond Proceeds	25,000,000.00
Subordinate Bond Proceeds	6,770,000.00
<b>Subtotal Phase II</b>	<b>31,770,000.00</b>
<b>Total Public Infrastructure Improvements</b>	<b>62,540,000.00</b>

**Exhibit F**  
**to Development Agreement**  
**(The District at Clifton Heights)**

*Construction Schedule*

THE DISTRICT AT CLIFTON HEIGHTS   MASTER PROJECT TIMELINE						
	2020	2021	2022	2023	2024	
<b>Master Development - Pre-Development</b>						
Development Partner Selection	■					
Closing on Tri Delta Sorority	■					
Internal Underwriting	■					
Draft Development Agreement (TIF)	■					
Design & Engineering	■	■				
Final Development Plan (FDP) Approval	■	■				
Final Development Agreement (TIF)	■	■				
Application and Award of TMUTC	■	■				
Financing Commitments		■				
Building Permits		■				
Closing on Bond Financing		■				
<b>Master Development - Construction</b>						
Streetscape & Infrastructure			■	■	■	■
Parking Podium - Block A1			■	■	■	■
Parking Podium - Block B/C			■	■	■	■
Block F - perimeter improvements			■	■	■	■
Pad Prep - Block A2			■	■	■	■
Pad Prep - Block D				■	■	■
Block E - perimeter improvements			■	■	■	■
Completion of Master Development Phase 1					■	■
<b>BLOCK A-1 - STUDENT HOUSING</b>						
Design	■	■	■			
Final Development Plan Approval	■	■	■			
Permits		■	■			
Closing / Deliver Possession to Vertical Developer		■	■			
Construction			■	■	■	■
Completion				■	■	■
<b>BLOCK A-2 - HOTEL / RETAIL</b>						
Design		■	■	■		
Final Development Plan Approval		■	■	■		
Permits		■	■	■		
Closing / Deliver Possession to Vertical Developer		■	■	■		
Construction			■	■	■	■
Completion				■	■	■
<b>BLOCK B / C - MULTIFAMILY   RETAIL</b>						
Design		■	■	■		
Final Development Plan Approval		■	■	■		
Permits		■	■	■		
Closing / Deliver Possession to Vertical Developer		■	■	■		
Construction			■	■	■	■
Completion				■	■	■
<b>BLOCK D - MULTIFAMILY</b>						
Design			■	■		
Final Development Plan Approval			■	■		
Permits			■	■		
Closing / Deliver Possession to Vertical Developer			■	■		
Construction			■	■	■	■
Completion				■	■	■
<b>BLOCK E - TRI DELTA SORORITY</b>						
Design	■					
Final Development Plan Approval	■					
Permits	■	■				
Closing / Deliver Possession to Vertical Developer	■	■				
Construction		■	■			
Completion			■	■		

Exhibit G  
to Development Agreement  
(The District at Clifton Heights)

*Form of Service Agreement*

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

Contract No: \_\_\_\_\_

### SERVICE AGREEMENT

(The District at Clifton Heights – [APPLICABLE PHASE/BLOCK/PARCEL])

This Service Agreement (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and [**PROPERTY OWNER**], an [\_\_\_\_\_] limited liability company, [ADDRESS] ("**Owner**"), pursuant to the terms of a certain *Development Agreement* between the City and OH-UC Holdings LLC, and OH-UC Holdings III LLC, [being affiliates of Owner], dated [\_\_\_\_\_] 2021 (the "**Development Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Development Agreement.

#### Recitals:

A. Owner is the fee owner of real property on Straight Street in the Clifton Heights neighborhood of Cincinnati, as more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"). Pursuant to the terms of the Development Agreement, Owner will construct or cause to be constructed, among other things, [APPLICABLE PHASE/BLOCK PROJECT DESCRIPTION] (the "**Improvements**" or the "**Project**", as applicable). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

B. [Owner intends to enter into a sale or lease and leaseback arrangement with respect to the Property in which fee title to the Property is to be held by or leased to the Port of Greater Cincinnati Development Authority (the "**Port Authority**"), and leased back to Owner. As provided herein, all obligations under this Agreement of Owner become obligations of the then fee owner of the Property, including, without limitation, upon the expiration or termination of Owner's lease of the Property from the Port Authority (the "**Port Authority Lease**") pursuant to such sale and leaseback arrangement.]

C. 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 in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. 445-2019 passed by City Council on November 14, 2019 (the "**TIF Ordinance**"), the City has established a so-called project-based TIF for the Property under Ohio Revised Code ("**ORC**") Section 5709.40(B).

E. Under the TIF Ordinance and in accordance with ORC Section 5709.40(B), et seq., and this Agreement, the increase in assessed value of the Property subsequent to the passage of the TIF Ordinance shall be exempt from real property taxes (the "TIF Exemption"), and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Property had the TIF Exemption not been granted ("Statutory Service Payments").

F. [Pursuant to its authority under Ohio law, including, without limitation, its home rule authority and ORC Section 5709.91, the City requires Owner to pay Minimum Service Payments (as defined below) as required hereunder] (the payments received by the City in the form of Statutory Service Payments and Minimum Service Payments, less any fees charged with respect to the Statutory Service Payments by Hamilton County, being referred to herein collectively as "Service Payments").

G. The Property is located within the City School District of the City of Cincinnati, and the Board of Education of the City School District of the City of Cincinnati ("Board of Education") has, by resolution adopted on October 11, 1999, and by an agreement entered into with the City dated July 2, 1999, approved an exemption of 100% of the assessed valuation of the Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement).

H. As provided in the Development Agreement, the City intends to use the Statutory Service Payments, less any fees retained by the Hamilton County Auditor with respect thereto, to (i) satisfy its obligation to make payments to the Board of Education ("the School District Compensation"), (ii) cover certain fees to the City provided in the Development Agreement, (iii) pay the Bond Obligations (as defined in the Development Agreement) related to the [APPLICABLE PHASE OF BONDS] issued by the Port Authority and approved by the City, and (iv) to the extent there are any excess Service Payments, for any lawful purpose.

I. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.40, et seq. and shall define the obligations of Owner, for itself and its successors-in-interest and assigns, with respect to the Service Payments.

J. Execution of this Agreement has been authorized by City Council by the TIF Ordinance and Ordinance No. \_\_\_\_-2021, passed by City Council on \_\_\_\_\_, 2021.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **CONSTRUCTION OF IMPROVEMENTS.** Owner shall cause the Improvements to be constructed in accordance with the terms of the Development Agreement. Failure to use and operate the Improvements as required under the Development Agreement shall not relieve Owner of its obligations to make Statutory Service Payments [or Minimum Service Payments] as required hereunder. Owner shall use, develop, maintain, operate, and redevelop the Improvements in accordance with the Development Agreement with respect to the Property throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement as it relates to the Property in all respects. During the Exemption Period, Owner shall not change the principal use of the Improvements without the City's prior written consent.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. **Declaration that Exempt Improvements are a Public Purpose.** The City hereby confirms that, pursuant to ORC Section 5709.40, et seq., and the TIF Ordinance, the City declared that 100% of the increase in the assessed value of the Property subsequent to the passage of the TIF Ordinance (the "Exempt Improvements") constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years commencing on the first day of the tax year in which any Exempt

Improvements resulting from redevelopment activities on the Property first appear on the tax list and duplicate of real and public utility property and that commences after the effective date of the TIF Ordinance (the "**Exemption Period**").

B. Commencement of Statutory Service Payments. Owner shall commence paying Statutory Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements resulting from redevelopment activities on the Property first appear on the Hamilton County Auditor's tax duplicate. (For example, if Exempt Improvements associated with the redevelopment activities on the Property first appear on the tax rolls on January 1, 2022, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2022, which will become due and payable to the County Treasurer on or about January 2023.) Owner shall pay Statutory Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Statutory Service Payments until such time as Owner has paid the final Statutory Service Payment applicable to the Exemption Period.

C. Amount of Statutory Service Payments. Each semi-annual Statutory Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half ( $\frac{1}{2}$ ) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. (However, if after the first semi-annual Statutory Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Statutory Service Payment shall be adjusted accordingly.) The Statutory Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the Service Payment Date, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Statutory Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand; *provided, however*, that nothing in this sentence shall be construed to require the City to repay to Owner any amount that would reduce the total payments in any year to an amount less than the Statutory Service Payments required to be paid in that year.

E. Minimum Service Payments. There is hereby established the "**Total Service Payment Amount**" as shown on Exhibit B (Schedule of Total Service Payment Amounts) hereto, which amount is calculated based upon the anticipated amount of real property taxes that would have been payable with respect to the Improvements, as fully constructed, had an exemption not been granted. If and to the extent that a Statutory Service Payment (net of (1) any fees charged with respect to the Statutory Service Payments by Hamilton County and the City, and (2) the School District Compensation) on any Service Payment Date is less than one-half ( $\frac{1}{2}$ ) of the applicable Total Service Payment Amount, Owner shall pay directly to the trustee for the Bonds (the "**Bond Trustee**"), no later than the applicable Service Payment Date (or on such earlier date as may be reflected on Exhibit B hereto), an amount equal to the difference (such difference being referred to herein as the "**Minimum Service Payment**") between the required Total Service Payment Amount and the Statutory Service Payment (net of any fees charged with respect to the Statutory Service Payments by Hamilton County). In the event that Statutory Service Payments are not yet due (for example, because no real property tax has commenced to accrue for the Improvements) or never come due, Owner shall nevertheless be required to pay Service Payments to the Bond Trustee, on the Service Payment Dates in the amount of the Total Service Payment Amounts shown on Exhibit B hereto. Owner shall make all Minimum Service Payments to the Bond Trustee on the Service Payment

Dates in the amount of the Total Service Payment Amounts shown on Exhibit B hereto. Owner shall simultaneously send copies of checks (or evidence of electronic payment to the Bond Trustee, if applicable) and any cover letter to the Bond Trustee to the City c/o City Treasurer, Room 202, City Hall, 801 Plum Street, Cincinnati, Ohio 45202. Each payment must be made in immediately available funds by not later than 2:00 p.m. Eastern time on the date such payment is due. The City may certify past due Minimum Service Payments to the Hamilton County Auditor for collection on real property tax bills.]<sup>1</sup>

F. Late Payment. If any Statutory Service Payment or Minimum Service Payment, or any installment of either, is not paid when due, then, to the extent that Hamilton County does not impose a late fee or delinquency charge, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, that would have been payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Minimum Service Payment required hereunder, Owner shall pay, in addition to the Minimum Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including, without limitation, attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of any Service Payments may, among other things, result in delays in the City's ability to timely transfer required amounts to the Port Authority for payment of the Bond Obligations.

**3. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY.** To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights, and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected, and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner, for itself and any future owner of the Property, hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights, or priority of the Service Payments with respect to the Exempt Improvements or the Property.

**4. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.**

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at Owner's expense, prior to any mortgage, assignment, or other conveyance of any part of the Improvements or the Property, and failure to do so shall constitute a default under this Agreement. Owner shall ensure that all instruments of conveyance of the Improvements or the Property, or any portion thereof, or Owner's ownership of the same (or portions thereof) to subsequent mortgagees, successors, lessees, assigns, or other transferees are made expressly subject to this Agreement. Owner shall provide a recorded copy of this Agreement to the City within 5 business days after recording.

B. Covenants Running with the Land. Owner agrees that the obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding and enforceable by the City and against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which these covenants relate. Notwithstanding the foregoing, if Owner shall sell, convey, or otherwise transfer the fee simple interest in the Property or any part thereof in accordance with the terms of this Agreement, the Development Agreement, and any other Project Document, Owner shall be automatically released and relieved of and from any further obligation and liability under this Agreement that arise, mature, or relate to any period from and after the date of such transfer, but not prior thereto, it being intended hereby that the covenants and obligations on the part of Owner and each such owner shall be binding upon and

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<sup>1</sup> Note to Draft: The actual form of MSP will likely be further negotiated prior to the issuance of the Phase I Bonds and/or the Phase II Bonds, as applicable.

enforceable against each such owner and their respective successors and assigns only in respect to their respective periods of ownership in the fee simple estate in and to the Property (or portion thereof). The provisions of this paragraph are not intended to, and shall not be construed to, release or modify any covenant created hereunder that is intended to run with the land.

C. Obligations are Absolute and Unconditional. The obligation of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of, or damage to the Improvements; commercial frustration of purpose; or any change in the constitution, tax, or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof. The obligation to make Service Payments shall survive the termination of this Agreement to the extent this Agreement terminates prior to the payment in full of all Service Payments with respect to the Improvements.

## 5. PAYMENT OF TAXES; TAX CONTESTS.

A. Payment of Taxes. With respect to real property taxes that are not exempted under the TIF Ordinance, Owner shall pay or cause to be paid, as the same become due, (i) all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements), and (ii) all utility and other charges incurred in the operation, maintenance, use, and occupancy of the Property and the Improvements.

B. Tax Contests. Except for Section 6 hereof, nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments, or other charges, including contesting the real estate valuation of the Property and the Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Minimum Service Payments as required by this Agreement or to reduce the Total Service Payment Amounts hereunder.

6. TAX EXEMPTION. Owner (including, without limitation, any successors and assigns of Owner, as applicable), shall not seek any tax exemption for the Property, or any portion thereof, other than the exemption provided hereunder and pursuant to the TIF Ordinance during the Exemption Period. Owner agrees (on its own behalf and, for the avoidance of doubt, on behalf of its successors and assigns) that the ownership of the Property by a non-profit entity or port authority that would otherwise be exempt from real property taxes shall in no way derogate or limit the obligation to pay Service Payments hereunder *[(including, without limitation, the obligation to pay Minimum Service Payments)]*. Notwithstanding the foregoing, this Section shall cease to apply once the Bonds are approved by the City and approved by the City Finance Department.

## 7. INSURANCE COVERAGE AND PROCEEDS.

A. Coverage. Owner shall provide and maintain, or cause to be provided and maintained, special form (formerly known as "all risk") full replacement cost property insurance on the Improvements and other improvements on the Property or any replacements or substitutions therefor *[(to the extent the same are owned by Owner, or by the Port Authority and leased by Owner)]* from an insurer that is financially responsible, of recognized standing, and authorized to write insurance in the State. Such insurance policy shall be in such form and with such provisions as are generally considered reasonable and appropriate for the type of insurance involved and shall prohibit cancellation or modification by the insurer without at least thirty days' prior written notice to the City and Owner.

B. Proceeds. Upon request, Owner shall furnish to the City such evidence or confirmation of the insurance required under this section. Owner shall give immediate notice to the City of any final

settlement or compromise in connection with any claims for or collection of insurance proceeds. The City shall have fifteen (15) days in which it may disapprove of any such settlement or compromise, which shall be deemed approved if not so disapproved. Proof of loss under any applicable insurance policy may be made by the City in the event Owner fails to take such action in a timely manner. The proceeds of any insurance recovery shall be used by Owner to restore, replace, and/or rebuild the Property and the Improvements, excluding Owner's furniture, fixtures, and equipment. Any excess over the amounts required for such purposes shall be the property of Owner or other person or entity to whom the insurance proceeds are payable. Owner, for itself and its successors and assigns, acknowledges that application of the property insurance proceeds hereunder shall be superior to the rights of any and all mortgagees of the Property and the Improvements.

**8. CONDEMNATION PROCEEDS.** In the event any portion of the Property or the Improvements shall be taken as a result of the exercise of the power of eminent domain by any governmental entity or other person, association, or corporation possessing the right to exercise the power of eminent domain, the proceeds of such eminent domain award received by Owner shall be used for the same purposes specified with respect to insurance proceeds in Section 7 above.

**9. NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, Ohio 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; and, unless the City has received written notice of a new address, to Owner, at Owner's address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner 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. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent for the respective party.

**10. COVENANTS AND REPRESENTATIONS.** Owner represents that it is a duly organized and existing Ohio entity as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. Owner covenants that it will remain in existence and so qualified as long as it is required to make Service Payments hereunder.

**11. EXEMPTION APPLICATION.** Owner, or its representatives (as applicable), shall prepare, execute, and (following the City's prior receipt of copies for review and approval in the City's sole and absolute discretion) file, in a timely fashion after the Effective Date (but not later than [\_\_\_\_]), 20[ ]), such applications, documents, and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 20[ ] tax year. As a covenant running with the land, Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period.

**12. DEFAULTS AND REMEDIES.** If Owner fails to make any Service Payment when due (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other non-payment failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosing the lien created hereby, and (ii) terminating Owner's rights hereunder without modifying or abrogating Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a payment default, with respect

to which there is no cure period) is such that it cannot reasonably be cured during such 30-day cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

**13. DURATION OF AGREEMENT.** This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement (including, without limitation, the obligation to continue to make Service Payments), shall expire on the day following the date of payment of the final Service Payment applicable to the Exemption Period, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

**14. GENERAL PROVISIONS.**

A. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

B. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the City of Cincinnati and the State of Ohio and shall be interpreted and enforced in accordance with the laws of this State without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

E. Additional Documents. The City and Owner agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement and other Project Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

- 15. EXHIBITS.** The following exhibits are attached hereto and made a part hereof:
- Exhibit A - *Legal Description*
  - Exhibit B - *Schedule of Total Service Payment Amounts*

*[Signature and Notary Pages Follow]*

This Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

**CITY OF CINCINNATI**

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Paula Boggs Muething, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Approved as to Form:

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

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

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

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

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

This instrument prepared by: Samantha Brandenburg, Esq.  
City of Cincinnati, Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, Ohio 45202



Exhibit A  
to Service Agreement

*Legal Description*

*[TO BE ATTACHED TO EXECUTION VERSION]*

Exhibit B  
to Service Agreement

*Schedule of Total Service Payment Amounts*

*[TO BE ATTACHED TO EXECUTION VERSION]*

Exhibit H  
to Development Agreement  
(The District at Clifton Heights)

*Form of Completion Guaranty*

SEE ATTACHED

### COMPLETION GUARANTY

This Completion Guaranty ("**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by [**CITY APPROVED GUARANTOR**], an [ ] limited liability company, the address of which is [ ] ("**Guarantor**") in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

#### Recitals:

A. The City, OH-UC Holdings II LLC, an Ohio limited liability company, and OH-UC Holdings III LLC (jointly, "**Obligor**"), [*being affiliates of Guarantor*], are parties to a *Development Agreement* dated [ ], 2021 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the [APPLICABLE PHASE/BLOCK] (the "**Project**"), which includes [DESCRIPTION OF APPLICABLE PROJECT].

C. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby promises and agrees as follows:

#### 1. Guaranty.

(A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to complete construction of the Project in accordance with, and subject to, the terms and conditions of the Agreement, including payment to the City of any and all losses, damages and expenses (including, without limitation, attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the "**Guaranteed Obligations**").

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City may notify Guarantor thereof in writing, whereupon Guarantor, within ten (10) days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct and immediate and is a guaranty of performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

(D) Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within ten (10) days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) has a financial interest in the Project; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission,

board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person; (b) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (c) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. Neither party hereto shall be deemed to have waived the exercise of any right that it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(D) Time of Essence. Time shall be of the essence as to the performance of Guarantor's obligations pursuant to this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations,

representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.

(l) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.

*[Signature Page Follows]*

Executed and effective as of \_\_\_\_\_, 2021 (the "Effective Date").

GUARANTOR:

[ \_\_\_\_\_ ]

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

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

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

Approved as to Form:

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

This instrument prepared by:  
City of Cincinnati, Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, Ohio 45202

Exhibit I  
to Development Agreement  
(The District at Clifton Heights)

*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 (including the City's Department of Community and Economic Development) 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.<sup>2</sup>

(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 15<sup>th</sup>. 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

<sup>2</sup> Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

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, including DCED, 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 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 debarred by any federal, state, or local government agency. If Developer or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

*Addendum I*  
*to*  
*Additional Requirements Exhibit*  
City's Prevailing Wage Determination

SEE ATTACHED

REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 10/20/2020

ORIGINAL ASSIGNED NUMBER:

DEI USE ONLY

Fillout and Circle all that Apply Below:

REQUESTING AGENCY OR DEPT:

Economic Development

FUNDING GUIDELINES:

(State or Federal)

CONTACT PERSON AND PHONE

NUMBER:

John Reiser ext. 6261

RATES THAT APPLY:

(Building, Heavy, Highway, Residential)  
Prevailing Wage does not apply.

Requested Date: 10/19/2020

Estimated Advertising Date: 02/01/2021

Estimated Bid Opening Date: 03/01/2021

Estimated Starting Date: 04/01/2021

DECISION NUMBER: N/A

MODIFICATIONS: N/A

DECISION DATE: N/A

SOURCE AND FUND NUMBER

EXPIRATION DATE: N/A

CITY FUND n/a

STATE FUND n/a

SUPERSEDES DECISION NUMBER: N/A

COUNTY FUND n/a

FEDERAL FUND n/a

DETERMINATION BY:

Name: Trisa Wilkens Hoane

PROJECT ACCOUNT NUMBER: n/a

Title: Interim Deputy Director

AMT. OF PUB. FUNDING \$: n/a

Date: 10/26/2020

TOTAL PROJECT DOLLARS: 430,000,000

APPROVED BY:

  
Jennifer B. Mackenzie, Interim Director

NAME OF PROJECT

DEPARTMENT OF ECONOMIC INCLUSION

Trinitas Development - CUF

COMMENTS:

As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

**TYPE OF WORK**

- |               |   |                |   |
|---------------|---|----------------|---|
| 1. Building   | X | 2. Heavy       |   |
| 3. Highway    |   | 4. Residential | X |
| 5. Demolition |   |                |   |
| 6. Other      |   |                |   |

**PROJECT LOCATION**

Developer seeks to redevelop the former Deaconess Hospital site in Clifton Heights. The project will consist of multiple phases and new structures. The developer will develop the approximately 6.15-acre site located at 330 Straight Street in the Clifton Heights neighborhood into 1,410 residential rental units, 60,000 square feet of commercial space, a 161-key hotel, 30,000 square feet of office space, and four parking structures providing an aggregate of approximately 1,800 parking spaces, together with related public infrastructure improvements.

**PROJECT FUNDING SOURCE**

No direct funding is being awarded. City incentive is a 5709.41 TIF for a term of 30 years. The developer will be required to pay a 25% PILOT to the Cincinnati Public Schools for all 30 years of the TIF term.

**PROJECT SCOPE OF WORK AND BUDGET**

The developer will develop the approximately 6.15-acre site located at 330 Straight Street in the Clifton Heights neighborhood into 1,410 residential rental units, 60,000 square feet of commercial space, a 161-key hotel, 30,000 square feet of office space, and four parking structures providing an aggregate of approximately 1,800 parking spaces, together with related public infrastructure improvements. Total project cost is estimated to be \$430 million.

**DEI 217 Form  
REV: 6/12/2017**

May 17, 2021

To: Members of the Budget & Finance Committee 202101884

From: Paula Boggs Muething, City Manager

Subject: **ORDINANCE – TIF PRIORITY FOR THE DISTRICT AT CLIFTON HEIGHTS**

---

Attached is an Ordinance captioned as follows:

**ESTABLISHING** priority order of property tax exemptions granted for parcels of real property located along Straight Street between Clifton Avenue and University Court in the Clifton Heights neighborhood of Cincinnati, within Cincinnati’s Clifton Heights-University Heights-Fairview (CUF) District Incentive District (CUF TIF District), in connection with a mixed-use development project undertaken by OH-UC Holdings II LLC and OH UC-Holdings III LLC, affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC.

### **BACKGROUND**

Previously, pursuant to Council Ordinance 445-2019, effective November 14, 2019, the City established a project-based tax increment financing exemption on the Project Site pursuant to Ohio Revised Code 5709.40(B). The Developer, an affiliate of Trinitas Development, LLC and Crawford Hoying Development Partners, LLC, is proposing to redevelop the former Deaconess Hospital site in Clifton Heights into a mixed-use phased development that will include approximately 748 student housing units, 520 multifamily units, 69,300 square feet of commercial space, a 160-key hotel, 970 private parking spaces, 569 public parking spaces and other necessary public infrastructure improvements. Total project cost is expected to be \$458 million.

### **PROJECT DESCRIPTION**

This Ordinance will establish the following priority order of real property tax exemptions granted with respect to the project site;

First, the project Exemption, as authorized by separate Emergency Ordinance passed by this Council in conjunction with this Ordinance; and

Second, the 2002 District TIF Exemption, as authorized and granted by Ordinance No. 418-2002.

**RECOMMENDATION**

The Administration recommends passage of this Ordinance.

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

# City of Cincinnati

SSB

AWB

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

**ESTABLISHING** priority order of property tax exemptions granted for parcels of real property located along Straight Street between Clifton Avenue and University Court in the Clifton Heights neighborhood of Cincinnati, within Cincinnati's Clifton Heights-University Heights-Fairview (CUF) District Incentive District (CUF TIF District), in connection with a mixed-use development project undertaken by OH-UC Holdings II LLC and OH UC-Holdings III LLC, affiliates of Trinitas Development LLC and Crawford Hoying Development Partners, LLC.

WHEREAS, by Ordinance No. 418-2002, passed on December 18, 2002, City Council created the District 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District, and declared certain improvements to parcels therein to be exempt from real property taxation pursuant to Section 5709.40(C) of the Ohio Revised Code (the "District 8 TIF" and the "District TIF Ordinance," as applicable); and

WHEREAS, by an ordinance passed by this Council prior to the passage of this ordinance, City Council authorized a *Development Agreement* among the City, OH-UC Holdings II LLC, and OH-UC Holdings III LLC, pertaining to the mixed-use development project located along Straight Street between Clifton Avenue on the east and University Court on the west, as more particularly described in Attachment A to this ordinance (the "Property"), all or parts of which are contained within the District 8 TIF; and

WHEREAS, by Ordinance No. 445-2019, passed on November 14, 2019, this Council declared improvements to the Property to be a public purpose and exempt from real property taxation pursuant to Section 5709.40(B) of the Ohio Revised Code (the "Project TIF Ordinance"), all in furtherance of the City's CUF Tax Increment Financing (TIF) Plan for the District 8 TIF and to create or preserve jobs and improve the economic welfare of the people of the City; and

WHEREAS, pursuant to the provisions of Section 5709.911 of the Ohio Revised Code, City Council desires to establish the priority order of the real property tax exemptions granted by the District TIF Ordinance and the Project TIF Ordinance; now, therefore,

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

Section 1. That this Council hereby finds and determines that improvements to the property located along Straight Street between Clifton Avenue on the east and University Court on the west in Cincinnati, as more particularly described in Attachment A to this ordinance (the

“Property”), shall be subject to exemption from real property taxes in the following order: (a) the exemption granted by Ordinance No. 445-2019, passed on November 14, 2019, which declared the improvements to the Property to be a public purpose and exempt pursuant to Section 5709.40(B) of the Ohio Revised Code, shall have priority over (b) the exemption granted by Ordinance No. 418-2002, passed on December 18, 2002, which created the District 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District, and declared certain improvements to parcels therein to be exempt from real property taxation pursuant to Section 5709.40(C) of the Ohio Revised Code.

Section 2. That the Clerk is hereby directed to forward a copy of this ordinance to the Hamilton County Auditor.

Section 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

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

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

202101891

**Date:** May 13, 2021

**To:** Vice Mayor Christopher Smitherman  
**From:** Andrew Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Honorary Street Name Robin M. Pearl II Memorial Way**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Burton Avenue shall hereby receive the honorary, secondary name of Robin M. Pearl II Memorial Way, in memory of Robin M. Pearl II, in recognition of the revitalization underway in the Avondale community.

AWG/CFG/(Ink)  
Attachment  
336522

EMERGENCY

City of Cincinnati

CFG

*AWB*

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

-2021

**DECLARING** that Burton Avenue shall hereby receive the honorary, secondary name of Robin M. Pearl II Memorial Way, in memory of Robin M. Pearl II, in recognition of the revitalization underway in the Avondale community.

WHEREAS, Robin M. Pearl II was born in Cincinnati, Ohio on January 17, 1997 to parents Robin M. Pearl and Clifton L. Abron; and

WHEREAS, Robin was the youngest of five children and sister to Robert M. Pearl, Marcus A. Pearl, Brandon L. Davis-Pearl and Derek S. Davis-Pearl; and

WHEREAS, Robin attended Hughes STEM High School and participated in Boys Hope Girls Hope of Greater Cincinnati; and

WHEREAS, Robin enjoyed volleyball, basketball, and most of all, singing and dancing; and

WHEREAS, on June 15, 2015, at age 18, while seated in the front seat of a vehicle on Burton Avenue, in the Avondale community, Robin was tragically murdered as an innocent bystander by an unknown gunman; and

WHEREAS, at her funeral on June 23, 2015, at her home church, Zion Global Ministries, fifty of Robin's peers rededicated their Christian faith, demonstrating her spiritual impact on many young lives; and

WHEREAS, Robin received an honorary posthumous diploma as part of the Hughes STEM High School Class of 2016; and

WHEREAS, Robin's talent and intelligence survive in the hearts of her family and all who knew her; and

WHEREAS, Robin realized that despite our imperfections, each human being serves a purpose in life; and

WHEREAS, Robin's family recognizes the revitalization presently occurring in the Avondale community, and wishes her to be remembered as a part of that transformation; now, therefore,

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

Section 1. That Burton Avenue shall hereby receive the honorary, secondary name of Robin M. Pearl II Memorial Way by legislative action of the Mayor and City Council in memory of Robin M. Pearl II, in recognition of the revitalization underway in the Avondale community.

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 Burton Avenue as Robin M. Pearl II Memorial Way in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of Robin M. Pearl II via the office of Vice Mayor Christopher Smitherman.

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 create signage for the naming ceremony, scheduled for mid June 2021.

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

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

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

May 17, 2021

**To:** Members of the Budget and Finance Committee 202101898  
**From:** Paula Boggs Muething, City Manager  
**Subject:** **Emergency Ordinance – FY 2021 General Fund Operating Budget Final Adjustment Ordinance (FAO) (B Version)**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer of the sum of \$22,819,722 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments.

The original version of this Emergency Ordinance relied on prior authorization of an appropriation in the amount of \$18,700,000 of American Rescue Plan (ARP) Act funding to reimburse the General Fund for eligible COVID-19 related personnel expenses incurred by the Cincinnati Fire Department (CFD) during FY 2021. With the release of ARP guidance from the United States Department of the Treasury, only expenses occurring after March 3, 2021 are reimbursable. Based on that date, the Cincinnati Fire Department does not have \$18,700,000 in reimbursable expenses yet but will achieve that amount by the end of Fiscal Year 2021. Instead, the B Version of this Emergency Ordinance uses \$18,700,000 of funds from the unappropriated surplus of the General Fund. The other change in this B Version Emergency Ordinance is that the Cincinnati Fire Department requires a transfer to cover a shortfall of \$3,264,000 that would have otherwise been reimbursed by ARP funds. The additional \$3,264,000 need in the CFD is primarily related to greater than anticipated overtime costs and lump sum payments due to the attrition of sworn personnel.

The attached Emergency Ordinance balances the City's General Fund operating budget accounts for FY 2021. The accounts are balanced by transferring appropriations within and between General Fund departments and relies on unappropriated surplus.

#### **GENERAL FUND TRANSFERS WITHIN CURRENT APPROPRIATIONS**

A total of \$2,844,131 will be transferred within current appropriations in order to offset various anticipated needs.

#### **City Manager's Office – \$171,200**

A transfer of \$171,200 in personnel savings will be necessary to offset non-personnel needs in the Office of Environment and Sustainability (OES) related to temporary labor costs in the amount of \$60,000, Center Hill Landfill management and energy payments in the amount of \$56,200, wheeled recycling cart management in the amount of \$15,000, and personnel needs in the Office of Performance and Data Analytics in the amount of \$40,000.

### **Human Resources – \$86,000**

Benefit savings in the amount of \$86,000 will be transferred to address \$59,200 in personnel needs, \$21,000 for testing services for sworn personnel, and \$5,800 for software licenses in the Human Resources computer lab.

### **Department of Finance – \$225,000**

A total of \$225,000 in personnel and benefit savings will be transferred between various agencies to offset non-personnel needs, including property insurance premiums and software needs in the Division of Purchasing.

### **Department of Community & Economic Development – \$228,775**

A total of \$228,775 will be transferred between agencies to align appropriations with anticipated expenditures. Personnel and benefit needs are offset by savings in the amount of \$200,000, all of which is primarily related to fluctuations in work assignments for associated activities eligible for reimbursement.

The FY 2020 leveraged support contracts for the Urban League of Greater Cincinnati and the Immigration and Refugee Law Center extended to FY 2021 without the corresponding resources resulting in a net non-personnel need of \$18,025. A net non-personnel need of \$10,750 is also primarily due to telephone charges. These non-personnel needs will be fully offset by \$28,775 in various contractual services savings.

### **Department of City Planning – \$13,317**

A transfer of \$13,317 in personnel savings will be necessary to offset a need in costs associated with temporary personnel, professional memberships required to be held by City Planning staff, and various other necessary non-personnel items.

### **Department of Recreation – \$412,500**

A transfer of \$412,500 in personnel and benefit savings will be necessary to cover various non-personnel needs related to automotive maintenance, utility expenses, and information technology (IT) related needs.

### **Department of Parks – \$158,010**

A transfer of \$158,010 in non-personnel savings will offset personnel needs due to a position restoration and unfavorable personnel reimbursements.

### **Department of Buildings and Inspections – \$240,000**

Personnel savings from Building Construction Inspections in the amount of \$240,000 will be transferred to offset personnel needs of \$140,000 in Building Administration as well as a non-personnel need for legal services in the amount of \$100,000.

### **Department of Public Services – \$19,829**

A total of \$19,829 in savings will be transferred among agencies to address both personnel and non-personnel needs. Primarily, these transfers will satisfy needs related to increased personnel costs within the Neighborhood Operations Division (NOD) and increased stormwater utility charges for city-owned buildings.

**Cincinnati Fire Department – \$865,000**

A total of \$865,000 in various non-personnel savings will be transferred to address recruit class personnel and benefit needs as well as instructor overtime.

**Department of Economic Inclusion – \$39,500**

A total of \$39,500 in non-personnel savings will be transferred to address various personnel needs.

**Non-Departmental Accounts – \$385,000**

Savings in the lump sum payments account will be transferred to address a \$350,000 need in the State Unemployment Compensation account as well as a \$35,000 need in the Police and Firefighters’ Insurance account.

**TRANSFERS RESULTING IN A SUPPLEMENTAL APPROPRIATION**

Five departments and one non-departmental account require supplemental appropriations totaling \$19,975,591. These needs will be offset by expenditure savings generated by four other city departments and a non-departmental account. \$18,700,000 of unappropriated surplus will cover the remaining needs. These sources will be transferred to offset General Fund needs in other departments.

**City Manager’s Office – \$142,000**

The City Manager’s Office (CMO) need of \$72,000 in benefits is primarily due to various staffing changes resulting in additional benefit costs. The projected non-personnel need of \$70,000 in the Office of Environment and Sustainability is primarily related to the Rumpke Recycling contract. The 1% inflationary increase built into the non-personnel budget did not match the annual increase of the recycling contract, resulting in a shortfall.

**Human Resources – \$103,000**

The department anticipates a contractual services need related to sworn promotional and eligibility testing due to a shortfall in FY 2021.

**Cincinnati Police Department – \$15,436,000**

Supplemental appropriations totaling \$15,436,000 are needed in the Cincinnati Police Department.

The amount of \$9,300,000 is related to salary-based personnel expenses. These needs have developed due to an extremely high level of lump sum payments, negotiated wage increases for sworn personnel during FY 2021, increase in the sick sell back benefit, and a reduction in position vacancy savings due to a larger proportion of officers using the ‘Option 1’ retirement method to remain on the payroll through the terminal leave phase. Benefits based personnel expenses in the amount of \$3,638,000 have a direct correlation with the salary-based personnel expenses needs as indicated.

Non-personnel needs projected in the amount \$2,498,030 have developed due to expenses in fleet and fuel that have exceeded budgeted expectations, shortages in supplies, equipment, and ammunition that required additional expenditures outside of normal

purchasing periods, and increased costs related to the Hamilton County Central Warrants contract.

**Department of Public Services – \$928,591**

A supplemental appropriation in the amount of \$928,591 is required due to various factors. The personnel need of \$113,043 in the Director’s Office is primarily due to unrealized Early Retirement Incentive Program (ERIP) savings. Personnel and benefit needs of \$200,577 in the Neighborhood Operations Division (NOD) is primarily due to unrealized position vacancy allowance (PVA) combined with double filling 10 Sanitation Helper positions in an effort to mitigate high turnover. Non-personnel needs are anticipated in the amount of \$616,400 in the City Facility Management division of the General Fund due to increased stormwater expenses at City-owned facilities.

**Cincinnati Fire Department – \$3,278,000**

The \$3,278,000 need in the Cincinnati Fire Department is primarily related to greater than anticipated overtime costs and lump sum payments due to the attrition of sworn personnel.

**Non-Departmental Accounts – \$88,000**

A supplemental appropriation in the amount of \$88,000 in the Audit & Examiner’s Fees non-departmental account is also needed due to higher than anticipated costs for production of the Comprehensive Annual Financial Report (CAFR).

The reason for the emergency is the immediate need to allow for the continuation of uninterrupted services through the end of the fiscal year.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

MSS/B

*AWB*

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

2021

**AUTHORIZING** the transfer of the sum of \$22,819,722 within the General Fund, from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedule of Transfer, for the purpose of realigning and providing funds for the ongoing needs of City departments.

WHEREAS, a need has arisen since the beginning of Fiscal Year 2021 to transfer various sums according to the attached Schedule of Transfer in order to realign and provide funds 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 the sum of \$22,819,722 existing within the General Fund is hereby transferred within said fund according to the attached Schedule of Transfer for the purpose of realigning certain operating accounts and for providing funds for the ongoing needs of City departments.

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

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 for the continuation of uninterrupted services through the end of the fiscal year.

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

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

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

ATTACHMENT A

**SCHEDULE OF TRANSFER**

**FY 2021 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE**

Fund 050 General Fund

REDUCTIONS		Fund Agency	Appropriation Unit	\$ Amount	INCREASES		Fund Agency	Appropriation Unit	\$ Amount
<b>TRANSFERS WITHIN APPROPRIATIONS</b>									
<b>SOURCE ACCOUNTS</b>									
CITY MANAGER'S OFFICE									
OFFICE OF BUDGET AND EVALUATION	050	102	7100	60,000			050	104	131,200
OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050	104	7100	111,200			050	108	40,000
<b>DEPARTMENT OF HUMAN RESOURCES</b>									
HUMAN RESOURCES	050	121	7500	86,000			050	121	59,200
							050	121	5,800
							050	121	21,000
<b>DEPARTMENT OF FINANCE</b>									
DIRECTOR'S OFFICE	050	131	7100	37,000			050	135	150,000
DIRECTOR'S OFFICE	050	131	7500	10,000			050	137	75,000
ACCOUNTS & AUDITS	050	133	7100	70,000					
ACCOUNTS & AUDITS	050	133	7500	15,000					
TREASURY OPERATIONS	050	134	7100	10,000					
INCOME TAX	050	136	7100	70,000					
PURCHASING	050	137	7100	13,000					
<b>DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT</b>									
DIRECTOR'S OFFICE AND ADMINISTRATION	050	162	7500	25,000			050	161	65,000
ECONOMIC DEVELOPMENT DIVISION	050	164	7100	125,000			050	161	75,000
ECONOMIC DEVELOPMENT DIVISION	050	164	7500	50,000			050	161	18,025
ECONOMIC DEVELOPMENT DIVISION	050	164	7200	28,775			050	162	60,000
							050	162	10,750
<b>DEPARTMENT OF CITY PLANNING</b>									
LAND USE	050	171	7100	13,317			050	171	10,100
							050	171	3,217
<b>CINCINNATI RECREATION COMMISSION</b>									
WEST REGION	050	191	7100	217,900			050	191	2,500
WEST REGION	050	191	7500	95,000			050	192	5,000
MAINTENANCE	050	194	7100	69,300			050	193	143,500
MAINTENANCE	050	194	7500	30,300			050	194	146,500
							050	197	5,000
							050	199	110,000
<b>DEPARTMENT OF PARKS</b>									
DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	050	202	7200	158,010			050	201	58,868
							050	202	99,142
<b>DEPARTMENT OF BUILDINGS AND INSPECTIONS</b>									
BUILDING ADMINISTRATION	050	211	7100	240,000			050	211	140,000
							050	212	100,000
<b>DEPARTMENT OF PUBLIC SERVICES</b>									
NEIGHBORHOOD OPERATIONS	050	253	7300	18,400			050	253	18,400
FLEET OPERATIONS	050	256	7100	1,429			050	255	1,429

**SCHEDULE OF TRANSFER**

**FY 2021 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE**

Fund 050 General Fund

<i>REDUCTIONS</i>	<i>Fund Agency</i>	<i>Appropriation Unit</i>	<i>\$ Amount</i>	<i>INCREASES</i>	<i>Fund Agency</i>	<i>Appropriation Unit</i>	<i>\$ Amount</i>
<b>TRANSFERS WITHIN APPROPRIATIONS</b>				<b>TRANSFERS WITHIN APPROPRIATIONS</b>			
<b>SOURCE ACCOUNTS</b>				<b>USE ACCOUNTS</b>			
CINCINNATI FIRE DEPARTMENT RESPONSE	050 271	7200	321,000	CINCINNATI FIRE DEPARTMENT RESPONSE	050 271	7100	865,000
NON-RESPONSE	050 271	7300	298,000				
NON-RESPONSE	050 272	7200	189,000				
NON-RESPONSE	050 272	7300	57,000				
DEPARTMENT OF ECONOMIC INCLUSION ECONOMIC INCLUSION	050 281	7200	39,500	DEPARTMENT OF ECONOMIC INCLUSION ECONOMIC INCLUSION	050 281	7100	2,500
NON-DEPARTMENTAL ACCOUNTS LUMP SUM PAYMENTS	050 924	7100	385,000	NON-DEPARTMENTAL ACCOUNTS POLICE AND FIRE FIGHTERS' INSURANCE STATE UNEMPLOYMENT COMPENSATION	050 922 050 923	7400 7500	35,000 350,000
<b>TOTAL FUND 050 REDUCTIONS</b>			<b>2,844,131</b>	<b>TOTAL FUND 050 INCREASES</b>			<b>2,844,131</b>

**SCHEDULE OF TRANSFER**

**FY 2021 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE**

Fund 050 General Fund

<i>REDUCTIONS</i>	<i>Fund Agency</i>	<i>Appropriation Unit</i>	<i>\$ Amount</i>	<i>INCREASES</i>	<i>Fund Agency</i>	<i>Appropriation Unit</i>	<i>\$ Amount</i>
<b>SUPPLEMENTAL APPROPRIATIONS</b>				<b>SUPPLEMENTAL APPROPRIATIONS</b>			
SOURCE ACCOUNTS			18,700,000	USE ACCOUNTS			
UNAPPROPRIATED SURPLUS				CITY MANAGER'S OFFICE	050 101	7500	72,000
DEPARTMENT OF FINANCE				OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050 104	7200	70,000
PURCHASING	050	137	137,000	DEPARTMENT OF HUMAN RESOURCES			
DEPARTMENT OF CITIZEN COMPLAINT AUTHORITY				HUMAN RESOURCES	050	121	103,000
INVESTIGATIONS, RESEARCH & EVALUATION	050	181	10,000	CINCINNATI POLICE DEPARTMENT			
INVESTIGATIONS, RESEARCH & EVALUATION	050	181	18,000	PATROL BUREAU	050	222	7,400,000
DEPARTMENT OF CITY PLANNING				PATROL BUREAU	050	222	2,653,000
LAND USE	050	171	10,000	PATROL BUREAU	050	222	270,000
DEPARTMENT OF ECONOMIC INCLUSION				INVESTIGATIONS BUREAU	050	225	1,228,000
ECONOMIC INCLUSION	050	281	100,500	INVESTIGATIONS BUREAU	050	225	500,000
NON-DEPARTMENTAL ACCOUNTS				SUPPORT BUREAU	050	226	595,000
LUMP SUM PAYMENTS	050	924	1,000,091	ADMINISTRATION BUREAU	050	227	1,000,000
				ADMINISTRATION BUREAU	050	227	390,000
				DEPARTMENT OF PUBLIC SERVICES			
				DIRECTOR'S OFFICE	050	251	113,043
				NEIGHBORHOOD OPERATIONS	050	253	168,201
				NEIGHBORHOOD OPERATIONS	050	253	32,376
				CITY FACILITY MANAGEMENT	050	255	614,971
				CINCINNATI FIRE DEPARTMENT			
				RESPONSE	050	271	3,035,000
				NON-RESPONSE	050	272	175,000
				NON-RESPONSE	050	272	68,000
				NON-DEPARTMENTAL ACCOUNTS			
				AUDIT & EXAMINERS FEES	050	941	88,000
<b>TOTAL FUND REDUCTIONS</b>			<b>19,975,591</b>	<b>TOTAL FUND INCREASES</b>			<b>19,975,591</b>

May 17, 2021

**To:** Members of the Budget and Finance Committee 202101907  
**From:** Paula Boggs Muething, City Manager  
**Subject:** Emergency Ordinance - Honorary Street Name Mary Armor Way

Attached is an Emergency Ordinance captioned:

**DECLARING** that Celestial Street between Monastery Street and Hill Street in the Mt. Adams neighborhood shall hereby receive the honorary, secondary name of Mary Armor Way in honor of Mary Armor and in recognition of her contributions and dedication to the City of Cincinnati.

The reason for the emergency is the immediate need to bring attention to Mary Armor's significant contributions to the City of Cincinnati and to allow the Department of Transportation and Engineering to move forward with the administrative requirements needed to construct and implement the secondary signage at the designated location.



EMERGENCY

City of Cincinnati

JRS  
AWB

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

**DECLARING** that Celestial Street between Monastery Street and Hill Street in the Mt. Adams neighborhood shall hereby receive the honorary, secondary name of Mary Armor Way in honor of Mary Armor and in recognition of her contributions and dedication to the City of Cincinnati.

WHEREAS, Mary Armor was legendary for her parties and social gatherings – in particular her annual Memorial Day Party (“The MDP”) held high atop Mt. Adams on the deck of the Highland Towers, where Ms. Armor lived for many years; and

WHEREAS, The MDP included a host committee of notable Cincinnatians and brought together individuals across the political spectrum including journalists, lawyers, politicians and elected officials, artists, and the City’s most interesting people who shared her passion for the City of Cincinnati; and

WHEREAS, Ms. Armor was Cincinnati’s unofficial “social director,” and particularly relished the role of hosting events to connect people from a diversity of backgrounds around a shared interest in improving the City and addressing important issues affecting the people of Cincinnati; and

WHEREAS, perhaps most notable among her endeavors was Ms. Armor’s lifelong pursuit of equal rights and justice for all; and

WHEREAS, to this end, Ms. Armor served as a member of Stonewall Cincinnati and One Human Family and tirelessly worked on fundraisers and chaired events to further the cause of human rights; and

WHEREAS, a highlight of these efforts was Ms. Armor’s work with numerous City leaders to repeal Article XII of the City Charter that barred equal protection of the law on the basis of sexual orientation; and

WHEREAS, Ms. Armor also worked with then-Councilmember John Cranley to expand Cincinnati’s hate crime ordinance to include acts of violence, hatred, and bigotry against individuals on the basis of their gender identity and sexual orientation; and

WHEREAS, Ms. Armor worked in furtherance of civil rights for decades at the law firm of Laufman and Gerhardstein, later Gerhardstein and Branch, where she championed potential cases and mentored a cadre of young law student clerks affectionately known as the “L&G Expats” with whom she maintained close relationships as they grew into their professional careers; and

WHEREAS, Ms. Armor also championed the Downtown Hop Around with former and current mayors and civic leaders to bring people into downtown and Over the Rhine to ensure its continued vibrancy; and

WHEREAS, through sheer force of will Ms. Armor led fundraising for and established the Jim Knippenberg Scholarship Fund at the University of Cincinnati upon the passing of her dear friend Jim Knippenberg, a notable journalist and city presence; and

WHEREAS, upon moving to the Edgecliff Condominiums, Ms. Armor quickly created a host committee for monthly birthday celebrations with the dual purpose of introducing residents to one another by bringing them together on a regular basis and to support her friend Chef Jean Robert de Cavel's Le Bar a Boeuf, located within the Edgecliff; and

WHEREAS, Ms. Armor's loving friends Mayor John Cranley, former Mayor Charlie Luken, OKI Manager of Communications and Legislative Affairs Lorrie Platt, Cincinnati USA Regional Chamber Executive Vice President Brendon Cull, International Theme Park Services Founder and Owner Dennis Speigel, Public Relations Adviser Brooke Hill, Procter & Gamble State Government Relations Senior Manager Bobbi Dillon, City Manager Paula Boggs Muething and many others wish for her generous character, fierce loyalty, zest for life, and tremendous love for Cincinnati to be memorialized in this street naming; and

WHEREAS, her unique ability to bring people together, to find common cause, and to disagree with a laugh and loving spirit make Mary Armor's "way" something for Cincinnatians to strive to emulate; now, therefore,

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

Section 1. That Celestial Street between Monastery Street and Hill Street in the Mt. Adams neighborhood shall hereby receive the honorary, secondary name of Mary Armor Way in honor of Mary Armor and in recognition of her contributions and dedication to the City of Cincinnati.

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 Celestial Street between Monastery Street and Hill Street as Mary Armor Way in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That the Clerk shall cause copy of this ordinance be provided to Ms. Armor's family via the office of the City Manager.

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 bring attention to Mary Armor’s significant contributions to the City of Cincinnati and to allow the Department of Transportation and Engineering to move forward with the administrative requirements needed to construct and implement the secondary signage at the designated location.

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

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

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

# City of Cincinnati Council



Melissa Autry, CMC  
Clerk of Council

202101908

Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

May 14, 2021

## MOTION

We propose the following American Rescue Plan expenditures:

### HOME funds:

Bethany House — \$3,000,000.00  
Harbor Program — \$500,000.00  
Affordable Housing Trust — \$6,400,000.00

### Summer programs:

Recreation Center Summer Hours — \$300,000.00  
Avondale Boys and Girls Club — \$50,000.00  
Artworks Summer Jobs program — \$500,000.00  
Kings and Queens program — \$20,000.00  
SCLC Rites of Passage summer camp — \$30,000.00  
UCanSpeak4Me — \$40,000.00  
Wesley Chapel — \$50,000.00  
BLM matter mural restoration — \$200,000.00

### Economic stimulus/COVID relief:

Convention Visitors Bureau support — \$1,000,000.00  
Public Museum support fund — \$1,000,000.00  
Minority Job Business Support (Urban League) — \$1,500,000.00  
Women's Business Program (Main Street Ventures) — \$1,000,000.00  
Flywheel Business Equity Initiative — \$300,000.00  
Smale Riverfront Park — \$1,200,000.00  
UC Health Canopy — \$1,000,000.00  
Children's Hospital College Hill Campus — \$2,000,000.00  
Port Authority Affordable Housing initiatives — \$2,500,000.00  
Network upgrades/cybersecurity — \$430,000.00  
4C Child Care Start Up Funds — \$1,000,000.00

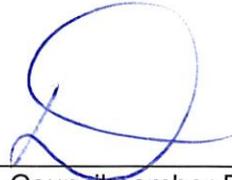
### Neighborhood initiatives:

Neighborhood activation fund — \$1,750,000.00  
Neighborhood business district support grants — \$2,000,000.00  
PIVOT — \$500,000.00  
Clifton Cultural Arts Center start-up operational costs — \$650,000.00  
CEAI — \$500,000.00



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Councilmember Steven Goodin



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Councilmember David Mann 

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Office of the Clerk

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

May 19, 2021

**REVISED MOTION**  
**Amendments in red**

We propose the following American Rescue Plan expenditures:

HOME funds:

Bethany House — \$3,000,000.00  
Harbor Program — \$500,000.00  
Affordable Housing Trust — \$6,400,000.00

Summer programs:

Recreation Center Summer Hours — \$300,000.00  
Price Hill & Avondale Boys & Girls Club — \$250,000.00 (added \$200,000)  
Artworks Summer Jobs program — \$500,000.00  
Kings and Queens program — \$20,000.00  
SCLC Rites of Passage summer camp — \$30,000.00  
UCanSpeak4Me — \$40,000.00  
Wesley Chapel — \$50,000.00  
BLM Mural Restoration — \$200,000.00 (removed)

Economic stimulus/COVID relief:

Convention Visitors Bureau support — \$1,700,000.00 (added \$700,000)  
Public Museum support fund — \$1,000,000.00  
Minority Job Business Support (Urban League) — \$1,500,000.00  
Women's Business Program (Main Street Ventures) — \$1,000,000.00  
Flywheel Business Equity Initiative — \$300,000.00  
Smale Riverfront Park — \$1,200,000.00 (removed)  
UC Health Canopy — \$1,000,000.00  
Children's Hospital College Hill Campus — \$2,000,000.00  
Port Authority Affordable Housing initiatives — \$2,500,000.00  
Network upgrades/cybersecurity — \$430,000.00  
4C Child Care Start Up Funds — \$1,000,000.00

Neighborhood initiatives:

Neighborhood activation fund — \$1,750,000.00

Neighborhood business district support grants — \$2,000,000.00

PIVOT — \$500,000.00

Clifton Cultural Arts Center start-up operational costs — \$650,000.00

CEAI — \$500,000.00

Added

Food Insecurities: Last Mile — \$50,000.00

Food Insecurities: La Soupe — \$150,000.00

Food Insecurities: Produce Perks — \$200,000.00

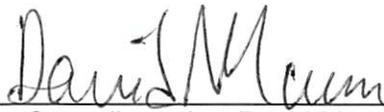
Grant Us Hope — \$50,000.00

CYC Youth Work Readiness Program — \$100,000.00



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Councilmember Steven Goodin



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Councilmember David Mann

*GRK*

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**Date:** May 17, 2021

**To:** Vice Mayor Christopher Smitherman  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – MLK Statue**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the transfer and appropriation of \$1,000,000 from General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to capital improvement program project account no. 980x232x202366, “Martin Luther King Jr. Monument,” for the purpose of providing resources for permanent improvements to return the Dr. Martin Luther King, Jr. statue to Reading Road and Martin Luther King Drive.

AWG/CMZ/(lnk)  
Attachment  
339150

EMERGENCY

City of Cincinnati

CMZ

AWB

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

- 2021

**AUTHORIZING** the transfer and appropriation of \$1,000,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to capital improvement program project account no. 980x232x202366, "Martin Luther King Jr. Monument," for the purpose of providing resources for permanent improvements to return the Dr. Martin Luther King, Jr. statue to Reading Road and Martin Luther King Drive.

WHEREAS, the Martin Luther King, Jr. statue at Reading Road and Martin Luther King Drive served as a memorial to the civil rights leader; and

WHEREAS, Ohio Department of Transportation construction of a new interchange on Interstate 71 required the removal of the statue which is now in storage; and

WHEREAS, the City wishes to dedicate resources for permanent improvements to return the Dr. Martin Luther King, Jr. statue to Reading Road and Martin Luther King Drive in the Avondale neighborhood of the City; now, therefore,

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

Section 1. That the sum of \$1,000,000 is hereby transferred and appropriated from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to existing capital improvement program project account no. 980x232x202366, "Martin Luther King Jr. Monument," for the purpose of providing resources for permanent improvements to return the Dr. Martin Luther King, Jr. statue to Reading Road and Martin Luther King Drive.

Section 2. That the "Martin Luther King Jr. Monument," capital improvement program project is hereby declared to serve a public purpose because the project will return the Dr. Martin Luther King, Jr. statue to a place of prominence in the City as a memorial to the civil rights leader.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 2 hereof.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to return the Dr. Martin Luther King, Jr. statue to a place of prominence in the City.

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

\_\_\_\_\_

John Cranley, Mayor

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

Clerk

# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

202101956

Office of the Clerk

May 17, 2021

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

### AMENDED MOTION Omnibus ARP Year 1 Motion

**WE MOVE** that the remaining Year 1 funds from the American Rescue Plan Act are allocated as follows:

#### HOME DOLLARS

Affordable Housing Trust Fund*	\$ 7,000,000
Bethany House	\$ 2,000,000
HARBOR Fund -Repairs for housing code violations	\$ 923,076
	<b>\$ 9,923,076</b>

#### ARTS & CULTURE

Public Museums	\$ 1,000,000
Cincinnati Visitor's Bureau & Convention Center	\$ 1,000,000
CincyNice (operations for arts programming)	\$ 200,000
Black Lives Matter Art (jobs for artists and racial equity programming)	\$ 125,000
Cincinnati Music Festival	\$ 100,000
Midwest Regional Black Family Reunion	\$ 25,000
	<b>\$ 2,450,000</b>

#### HUMAN SERVICES

Human Services Chamber**	\$ 2,500,000
Neighborhood Child Care Recovery Fund	\$ 5,558,964
Eviction Prevention Support	\$ 230,000
Caracole	\$ 150,000
Seven Hills Neighborhood Houses Trauma Recovery Center	\$ 200,000
UCanSpeakforMe	\$ 40,000
Wesley Chapel Summer Program	\$ 50,000
	<b>\$ 8,728,964</b>

#### NEIGHBORHOODS

First Lutheran Church Bell Tower Community Space***	
Outdoor Dining in Neighborhoods	\$ 1,200,000
Community Council Funds (\$10,000 to each of the 51 councils)	\$ 510,000
Keep Cincinnati Beautiful (clean up dumping sites)	\$ 155,000
Invest in Neighborhoods	\$ 66,508
Bond Hill Community Council – Community Organizer to formulate plans to deal with negative economic impact of the pandemic	\$ 50,000
Roselawn Community Council – Community Organizer to formulate plans to deal with negative economic impact of the pandemic	\$ 50,000

# City of Cincinnati



\$1,508

**SMALL, MINORITY, AND WOMEN-OWNED BUSINESSES**

Neighborhood Business District Support Grants	\$ 1,000,000
Community Economic Advancement Initiative (CEAI)	\$ 490,000
Main Street Ventures (Women-owned business support)	\$ 150,000
Flywheel (gender/racial equity & entrepreneurship)	\$ 150,000
	<b>\$ 1,790,000</b>

**YOUTH**

Youth Jobs	\$ 1,000,000
ArtWorks	\$ 460,000
Cincinnati Youth Collaborative	\$ 300,000
Boys & Girls Clubs – Year-round tutoring programs	\$ 250,000
Grant Us Hope (CPS’ Educational Program for LGBTQ Suicide Prevention)	\$ 50,000
Avondale Fence Art Project (youth jobs & support; anti-violence)	\$ 40,000
Saving our Kings & Queens (anti-gun violence; youth support)	\$ 20,000
Southern Christian Leadership Conference (SCLC) - First Rites of Passage (life skills; anti-violence)	\$ 20,000
	<b>\$ 2,140,000</b>

**HEALTH**

U.C. Health Canopy****	\$1,000,000
Children’s Hospital Behavioral Health – College Hill Campus*****	\$1,000,000
	<b>\$2,000,000</b>

**CITY OPERATIONS**

Network Updates/Cybersecurity	\$ 430,000
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**TOTAL: \$ 29,493,548**

\*Part of this fund should be utilized for Port Authority’s affordable housing/land bank projects

\*\*Food insecurity programs such as La Soupe and Last Mile, as well as small non-profits that do not have sufficient funding for their programs should be given priority from the Human Services grant program

\*\*Motion to be filed for \$1 million for the First Lutheran Church “Save the Bell Tower” to be funded from the capital budget

\*\*\*Motion to be filed for \$1.8 million for the U.C. Health Canopy to be funded from the capital budget

\*\*\*\*Motion filed for \$1.9 million for the Children’s Hospital Behavioral Health campus in College Hill to be funded from the capital budget.

*[Handwritten signature]*

*Jamille Lukea*

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## STATEMENT

The American Rescue Plan was enacted to restore our cities, our communities, and our businesses. Following this guiding principle, the City of Cincinnati has prioritized the City's fiscal health, allocating the millions of dollars needed to seal the budgetary deficit, ensuring that basic services are provided, and the needs of our citizens are met. With this framework in mind, we have closely aligned subsequent allocations of ARPA dollars with these objectives. From investment in our City's neighborhoods and youth, to finally bringing community safety projects forward, our proposal reflects the needs of our community. We have engaged the community through several avenues, including holding a Town Hall, in which every Community Council was invited to participate. Through phone calls, emails, meetings, and direct public engagement, we have identified and funded the priorities of our community. The requests of the community included: affordable housing and anti-displacement, support for arts and culture, safe and thriving neighborhoods, support for small and minority-owned businesses, and of course, jobs and services for our youth.

### Investing in our Neighborhoods

In this plan, neighborhood Community Councils will receive \$10,000 each to replenish lost revenue from cancelled events and to relieve already strained budgets. This investment in our Community Councils will enable events, organization, mobilization, and pay for ordinary needs of our Councils, all of which are comprised of volunteers in unpaid positions. We have also outlined \$3 million dollars to fully fund Vision Zero, a community-driven initiative that reflects the requests and needs of our neighbors. These projects have been submitted to City Administration and have been vetted fully by the Department of Transportation & Engineering. We are also investing in our communities that need the most assistance, including Roselawn and Bond Hill, by providing funds for a Community Organizer. Additionally, we have fully funded the HARBOR program, an initiative to keep families in their homes by assisting with required work. By investing \$2 million dollars into the HARBOR fund, we can ensure that homeowners, whether low-income or on a fixed income, stay in their homes and have a safe place to live.

### Investing in our Youth

Investing in our City's youth is one of the most valuable investments we can make. With the addition of \$1 million dollars to the City's Youth 2 Work program, we are betting on the future by investing in our young folks and providing much-needed employment to our community's teens and young adults. Childcare debt is a crushing weight in our community. By partnering with 4C for Children, we created and funded a debt-relief program for parents who continued to work throughout the pandemic and relied on childcare services. Childcare services are often woman-owned and are a source of income for many entrepreneurs, especially women of color. The inability to pay for childcare is a crushing weight for our families, and with an investment of \$5 million dollars into a debt-relief fund, we can ensure that our families continue to have the supportive services they need.

With 2020 behind us, but with much work still ahead of us, we respectfully submit the attached budget for Year 1 allocation from the American Rescue Plan Act funding. Our budget reflects the needs voiced by our community and we look forward to further serving those needs in Year 2. As we wait to learn more about federal allocations for infrastructure and childcare, we submit this budget for Year 1 with a goal of not just getting back to where we were before the pandemic, but by lifting up our neighbors and allowing them to get ahead. By investing in our neighbors, our youth, and our families, we can move forward together and begin to restore, repair, and rebuild our community.

# City of Cincinnati

## Council



Melissa Autry, CMC  
Clerk of Council

202101956

Office of the Clerk

May 17, 2021

801 Plum Street, Suite 308  
Cincinnati, Ohio 45202  
Phone (513) 352-3246  
Fax (513) 352-2578

### AMENDED MOTION Omnibus ARP Year 1 Motion

**WE MOVE** that the remaining Year 1 funds from the American Rescue Plan Act are allocated as follows:

#### HOME DOLLARS

Affordable Housing Trust Fund*	\$ 6,000,000
Bethany House	\$ 3,000,000
HARBOR Fund -Repairs for housing code violations	\$ 923,076
	<b>\$ 9,923,076</b>

#### ARTS & CULTURE

Public Museums	\$ 1,000,000
Cincinnati Visitor's Bureau & Convention Center	\$ 1,000,000
CincyNice (operations for arts programming)	\$ 200,000
Black Lives Matter Art (jobs for artists and racial equity programming)	\$ 125,000
Cincinnati Music Festival	\$ 100,000
Midwest Regional Black Family Reunion	\$ 25,000
	<b>\$ 2,450,000</b>

#### HUMAN SERVICES

Human Services Chamber**	\$ 2,500,000
Neighborhood Child Care Recovery Fund	\$ 5,093,964
Caracole	\$ 150,000
Seven Hills Neighborhood Houses Trauma Recovery Center	\$ 200,000
UCanSpeakforMe	\$ 40,000
Wesley Chapel Summer Program	\$ 50,000
	<b>\$ 8,033,964</b>

#### NEIGHBORHOODS

First Lutheran Church Bell Tower Community Space***	
Outdoor Dining in Neighborhoods	\$ 1,200,000
Community Council Funds (\$10,000 to each of the 51 councils)	\$ 510,000
Invest in Neighborhoods	\$ 66,508
Bond Hill Community Council – Community Organizer to formulate plans to deal with negative economic impact of the pandemic	\$ 50,000
Roselawn Community Council – Community Organizer to formulate plans to deal with negative economic impact of the pandemic	\$ 50,000
	<b>\$ 1,876,508</b>

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SECRET 18  
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SECRET 20  
SECRET 21  
SECRET 22

CONFIDENTIAL

# City of Cincinnati



**SMALL, MINORITY, AND WOMEN-OWNED BUSINESSES**

Neighborhood Business District Support Grants	\$ 1,000,000
Community Economic Advancement Initiative (CEAI)	\$ 490,000
Main Street Ventures (Women-owned business support)	\$ 1,000,000
Flywheel (gender/racial equity & entrepreneurship)	\$ 150,000
	<b>\$ 2,640,000</b>

**YOUTH**

Youth Jobs	\$ 1,000,000
ArtWorks	\$ 460,000
Cincinnati Youth Collaborative	\$ 300,000
Boys & Girls Clubs – Year-round tutoring programs	\$ 250,000
Grant Us Hope (CPS’ Educational Program for LGBTQ Suicide Prevention)	\$ 50,000
Avondale Fence Art Project (youth jobs & support; anti-violence)	\$ 40,000
Saving our Kings & Queens (anti-gun violence; youth support)	\$ 20,000
Southern Christian Leadership Conference (SCLC) - First Rites of Passage (life skills; anti-violence)	\$ 20,000
	<b>\$ 2,140,000</b>

**HEALTH**

U.C. Health Canopy****	\$1,000,000
Children’s Hospital Behavioral Health – College Hill Campus*****	\$1,000,000
	<b>\$2,000,000</b>

**CITY OPERATIONS**

Network Updates/Cybersecurity	<b>\$ 430,000</b>
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**TOTAL: \$ 29,493,548**

\*Part of this fund should be utilized for Port Authority’s affordable housing/land bank projects

\*\*Food insecurity programs such as La Soupe and Last Mile, as well as small non-profits that do not have sufficient funding for their programs should be given priority from the Human Services grant program

\*\*Motion to be filed for \$1 million for the First Lutheran Church “Save the Bell Tower” to be funded from the capital budget

\*\*\*Motion to be filed for \$1.8 million for the U.C. Health Canopy to be funded from the capital budget

\*\*\*\*Motion filed for \$1.9 million for the Children’s Hospital Behavioral Health campus in College Hill to be funded from the capital budget.

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## STATEMENT

The American Rescue Plan was enacted to restore our cities, our communities, and our businesses. Following this guiding principle, the City of Cincinnati has prioritized the City's fiscal health, allocating the millions of dollars needed to seal the budgetary deficit, ensuring that basic services are provided, and the needs of our citizens are met. With this framework in mind, we have closely aligned subsequent allocations of ARPA dollars with these objectives. From investment in our City's neighborhoods and youth, to finally bringing community safety projects forward, our proposal reflects the needs of our community. We have engaged the community through several avenues, including holding a Town Hall, in which every Community Council was invited to participate. Through phone calls, emails, meetings, and direct public engagement, we have identified and funded the priorities of our community. The requests of the community included: affordable housing and anti-displacement, support for arts and culture, safe and thriving neighborhoods, support for small and minority-owned businesses, and of course, jobs and services for our youth.

### Investing in our Neighborhoods

In this plan, neighborhood Community Councils will receive \$10,000 each to replenish lost revenue from cancelled events and to relieve already strained budgets. This investment in our Community Councils will enable events, organization, mobilization, and pay for ordinary needs of our Councils, all of which are comprised of volunteers in unpaid positions. We have also outlined \$3 million dollars to fully fund Vision Zero, a community-driven initiative that reflects the requests and needs of our neighbors. These projects have been submitted to City Administration and have been vetted fully by the Department of Transportation & Engineering. We are also investing in our communities that need the most assistance, including Roselawn and Bond Hill, by providing funds for a Community Organizer. Additionally, we have fully funded the HARBOR program, an initiative to keep families in their homes by assisting with required work. By investing \$2 million dollars into the HARBOR fund, we can ensure that homeowners, whether low-income or on a fixed income, stay in their homes and have a safe place to live.

### Investing in our Youth

Investing in our City's youth is one of the most valuable investments we can make. With the addition of \$1 million dollars to the City's Youth 2 Work program, we are betting on the future by investing in our young folks and providing much-needed employment to our community's teens and young adults. Childcare debt is a crushing weight in our community. By partnering with 4C for Children, we created and funded a debt-relief program for parents who continued to work throughout the pandemic and relied on childcare services. Childcare services are often woman-owned and are a source of income for many entrepreneurs, especially women of color. The inability to pay for childcare is a crushing weight for our families, and with an investment of \$5 million dollars into a debt-relief fund, we can ensure that our families continue to have the supportive services they need.

With 2020 behind us, but with much work still ahead of us, we respectfully submit the attached budget for Year 1 allocation from the American Rescue Plan Act funding. Our budget reflects the needs voiced by our community and we look forward to further serving those needs in Year 2. As we wait to learn more about federal allocations for infrastructure and childcare, we submit this budget for Year 1 with a goal of not just getting back to where we were before the pandemic, but by lifting up our neighbors and allowing them to get ahead. By investing in our neighbors, our youth, and our families, we can move forward together and begin to restore, repair, and rebuild our community.

April 14, 2021  
202101410

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

**From:** Paula Boggs Muething, City Manager

**Subject: Ordinance – Amending the Community Council Map for Clifton and CUF**

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Transmitted is an Ordinance captioned:

AMENDING the community council representation area map on file with the Clerk of Council to modify the boundaries of the areas that the Clifton Town Meeting Community Council and the CUF Community Council are considered to represent for the purposes of Cincinnati Municipal Code Sections 111-1 and 111-5.

Summary

A map is currently on file with the Clerk of Council showing the boundaries identified by each Community Council as the area of their representation. This map is used by City Staff to determine which Community Council to notify when there is a proposed zone change, zoning hearing, or notwithstanding ordinance in accordance with Sections 111-1 and 111-5 of the Cincinnati Municipal Code. In the case that two or more Community Councils represent one area, the area is designated as a “Overlap Area.” When an area is designated as an “Overlap Area,” Staff notifies all Community Councils claiming the area.

On February 3, 2021, City Council adopted Motion 202100232 from Councilmembers Kearney and Landsman via Clifton Town Meeting to amend the boundaries of Clifton to include Burnet Woods, both sides of Bishop Street, and the area north of West Martin Luther King Jr. Drive between Clifton Avenue and Dixmyth Avenue. Burnet Woods is currently an “Overlap Area” for Corryville and the Heights (inactive). During neighborhood engagement about these new “Overlap Areas”, the CUF Neighborhood Association voted to change their bylaws on March 16, 2021 to include Burnet Woods as well. Amending Clifton’s boundary will create new “Overlap Areas” with Corryville, CUF, and the Heights.

At the April 2, 2021 City Planning Commission meeting, the Corryville Community Council did not support properties on both sides of Bishop Street becoming an “Overlap Area” between Clifton and Corryville. The City Planning Commission amended the proposed Community Council boundary recommendation to remove both sides of Bishop Street from Clifton so it would remain only in Corryville, consistent with existing conditions.

The proposed Community Council boundary map changes are consistent with *Plan Cincinnati* (2012), as the amendments to this map will help improve communication from the City to these neighborhoods.

The Administration recommends Approval of this Ordinance.

cc: Katherine Keough-Jurs, AICP, Director  
Department of City Planning



# City of Cincinnati

DBS

AWB

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

**AMENDING** the community council representation area map on file with the Clerk of Council to modify the boundaries of the areas that the Clifton Town Meeting Community Council and the CUF Community Council are considered to represent for the purposes of Cincinnati Municipal Code Sections 111-1 and 111-5.

WHEREAS, the areas of community council representation are depicted on an area map (“Map”) that is on file with the Clerk of Council in accordance with, and for the purposes set forth in, Cincinnati Municipal Code Sections 111-1 and 111-5; and

WHEREAS, Clifton Town Meeting Community Council (“CTM”) has requested that its area of representation on the Map be modified to include Burnett Woods, the properties fronting on Bishop Street, the area generally located to the north of West Martin Luther King Jr. Drive between Dixmyth Avenue and Clifton Avenue, and to remove an area dually represented by CTM and Spring Grove Village; and

WHEREAS, on February 3, 2021, City Council adopted Motion 202100232 (“Motion”) asking that the Department of City Planning work with CTM, the CUF Community Council (“CUF”), and the Corryville Community Council (“CCC”) to ensure that the Map accurately reflects their neighborhood boundaries; and

WHEREAS, following the adoption of the Motion, the Department of City Planning engaged CTM, CUF, and CCC consistent with the Council’s request; and

WHEREAS, in connection with this engagement, CUF requested that its area of representation on the Map be modified to include Burnett Woods; and

WHEREAS, the proposed changes to the Map would result in new “overlap areas” in which the Council recognizes two or more community councils that represent an area; and

WHEREAS, CTM, CUF, and CCC have indicated that they are in agreement that Burnett Woods is important to their three neighborhoods, and they do not object to the proposed modifications, except that CCC has not expressed its support for the inclusion of the Bishop Street properties within the CTM area of representation; and

WHEREAS, at its regularly scheduled meeting on April 2, 2021, the City Planning Commission recommended the requested modifications to the areas of representation on the Map, with the exception of the request to extend CTM’s area of representation to the properties fronting on Bishop Street; and

WHEREAS, a committee of Council considered the proposed changes to the areas of representation on the Map, and the committee approved the modification recommended by the City Planning Commission; and

WHEREAS, modifications to the Map are consistent with the “Collaborate” Initiative Area of *Plan Cincinnati* (2012), which includes the goal to “work in synergy with the Cincinnati Community,” (page 209) and the Action Step to “improve City-Community communication channels” (page 211); and

WHEREAS, Council hereby resolves to modify the Map consistent with the recommendation of the City Planning Commission; now, therefore,

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

Section 1. That the community council area representation map on file with the Clerk of Council pursuant to Cincinnati Municipal Code Sections 111-1 and 111-5 (“Map”) is hereby amended to modify the boundaries of the areas that the Clifton Town Meeting Community Council and the CUF Community Council are considered to represent as more particularly indicated on the map attached hereto as Exhibit A.

Section 2. That the areas depicted on the Map as areas represented by more than one community council shall be reflected as “overlap areas” in which the Council recognizes two or more community councils as representing an area.

Section 3. That, except as otherwise provided herein, the Map is ratified and confirmed.

Section 4. That the Clerk is hereby directed to take all necessary and appropriate actions to carry out the provisions of this ordinance, including by updating the Map maintained in its records consistent with the modifications approved herein.

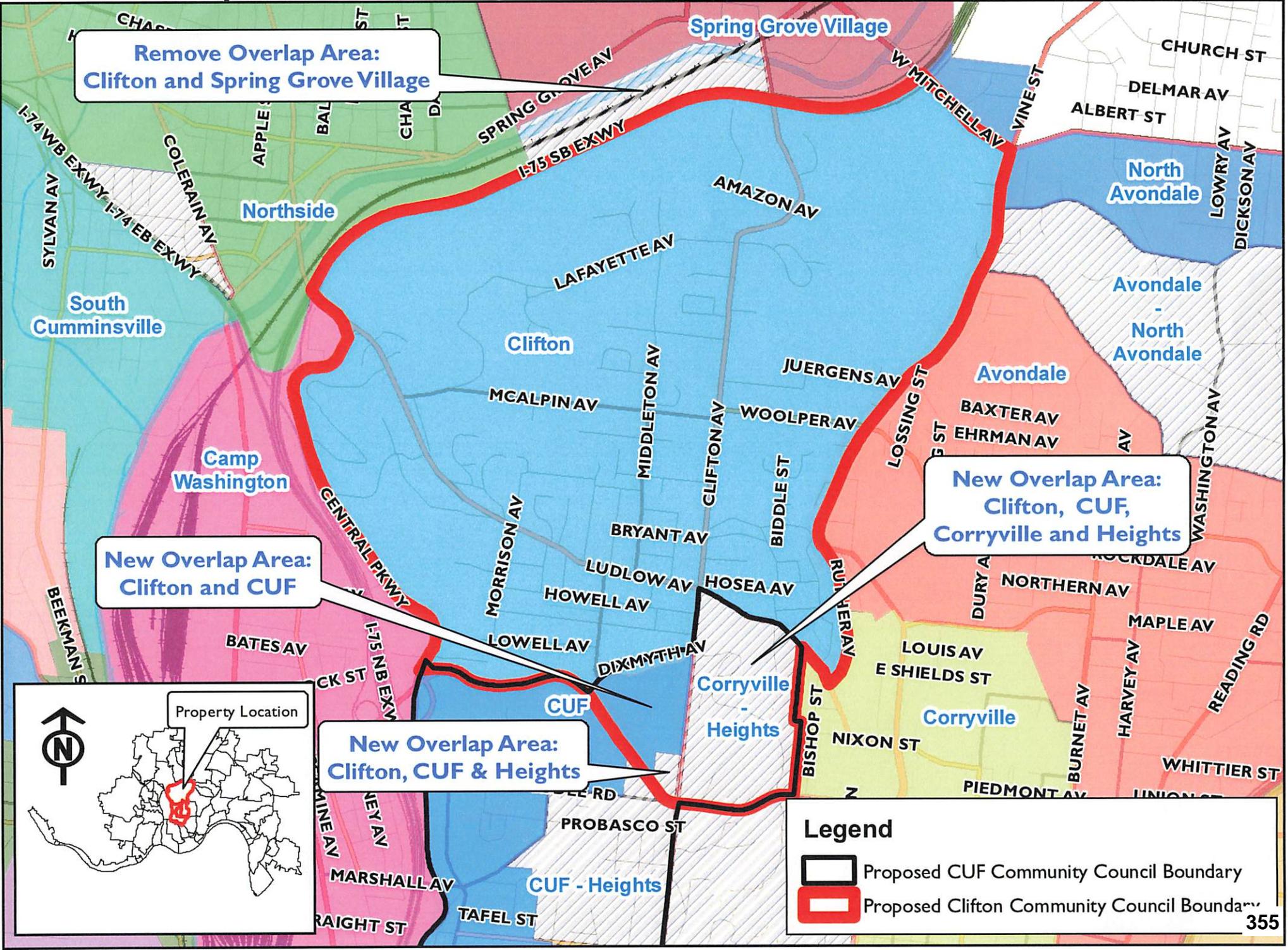
Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

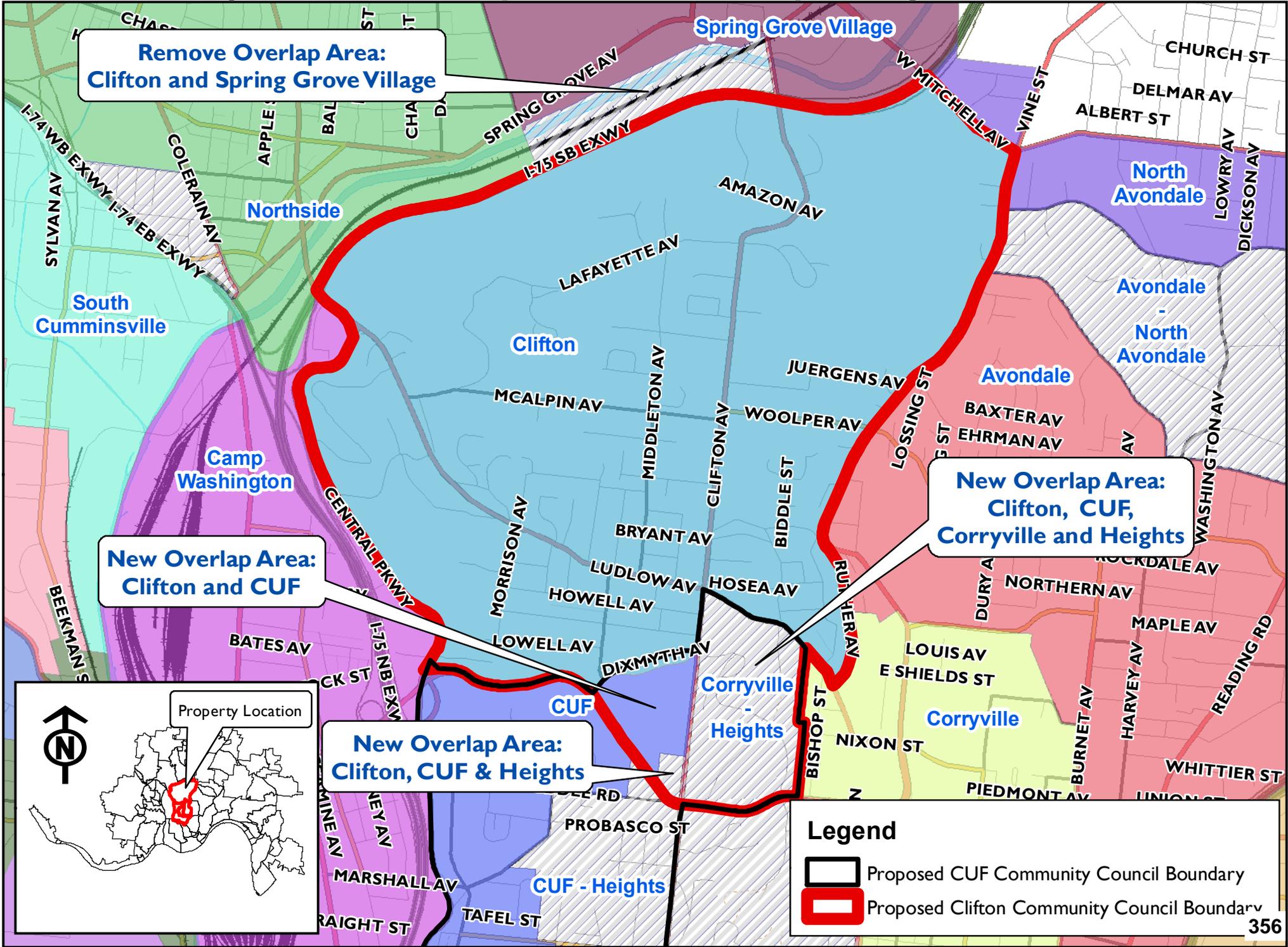
\_\_\_\_\_  
John Cranley, Mayor

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

# Exhibit A: Proposed Community Council Boundary Changes for Clifton and CUF



# Exhibit A: Proposed Community Council Boundary Changes for Clifton and CUF

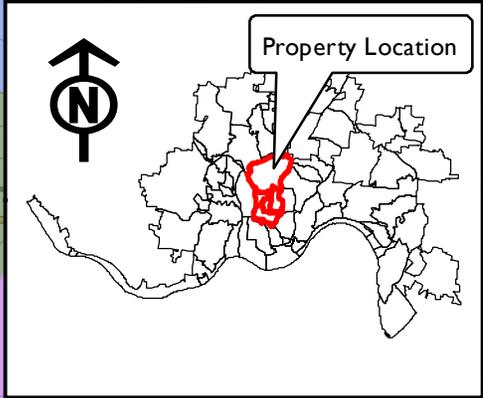


**Remove Overlap Area:  
Clifton and Spring Grove Village**

**New Overlap Area:  
Clifton, CUF,  
Corryville and Heights**

**New Overlap Area:  
Clifton and CUF**

**New Overlap Area:  
Clifton, CUF & Heights**



**Legend**

-  Proposed CUF Community Council Boundary
-  Proposed Clifton Community Council Boundary

April 2, 2021

Honorable City Planning Commission  
Cincinnati, Ohio

**SUBJECT:** A report and recommendation on a proposed amendment to the boundaries of Clifton and CUF for the Community Council Boundary Map which is used for compliance with the notice requirements of Municipal Code Sections 111-1 and 111-5.

**GENERAL INFORMATION:**

Location: Clifton and CUF neighborhoods  
Petitioner: Councilmembers Kearney and Landsman via Clifton Town Meeting  
Petitioner's Address: 801 Plum Street, Cincinnati, Ohio 45202

**ATTACHMENT:**

Provided in addition to this report is the following attachment:

- Exhibit A – Location Map
- Exhibit B – Council Motion 202100232
- Exhibit C – Correspondence

**BACKGROUND:**

Sections 111-1 (Hearings on Zoning Regulations) and 111-5 (Notice and Hearings on Notwithstanding Ordinances) of the Cincinnati Municipal Code both set the process and procedures for hearings. According to these sections, "A community council shall mean an organization participating in the neighborhood support program or included on a list of community councils approved by the city council and filed with the clerk. The area of representation of a community council shall be shown on a map approved by the city council and filed with the clerk. City Council may approve a map showing an area as being represented by more than one community council."

A map is currently on file with the Clerk of Council showing the boundaries identified by each Community Council as the area of their representation. This map is used by City Staff to determine which Community Council to notify when there is a proposed zone change, zoning hearing, or notwithstanding ordinance. In the case that two or more Community Councils represent one area, the area is designated as a "Overlap Area." When an area is designated as an "Overlap Area," Staff notifies all Community Councils claiming the area.

The information on this map is also available to the general public on the website for Cincinnati Area Geographic Information Systems (CAGIS) (<http://cagisonline.hamilton-co.org/cagisonline/index.html>).

On February 3, 2021, City Council adopted Motion 202100232 from Councilmembers Kearney and Landsman via Clifton Town Meeting to amend the boundaries of Clifton to include Burnet Woods, both sides of Bishop Street, and the area north of West Martin Luther King Jr. Drive between Clifton Avenue and Dixmyth Avenue. Burnet Woods is currently an "Overlap Area" for Corryville and the Heights, which is an inactive Community Council. Amending Clifton's boundary will create new "Overlap Areas" with Corryville, CUF, and the Heights.

During engagement about this proposed boundary change, CUF informed staff that they were going to amend their bylaws to also include Burnet Woods, creating a new "Overlap Area" with Corryville, the Heights, and Clifton. All three active Community Councils agree that Burnet Woods is an important asset to all three neighborhoods and that all three should receive notification for anything happening in Burnet Woods. CUF voted to change their bylaws to include their boundary on March 16, 2021.

### **NEW OVERLAP AREAS:**

The proposed boundary changes for Clifton and CUF will result in the creation of new “Overlap Areas.” Since staff will notify all Community Councils claiming an “Overlap Area,” it ensures that all groups claiming an area will receive notification and have the opportunity to review and provide comment. The new “Overlap Areas” created as a result of these boundary changes include:

#### **Clifton – Heights – Corryville - CUF:**

Burnet Woods located at the northeast corner of Clifton Avenue and West Martin Luther King Jr. Drive is currently represented by Corryville and the Heights (an inactive Community Council). Clifton and CUF are also requesting to include Burnet Woods as their boundary, which will create an “Overlap Area” between all four neighborhoods. The three active Community Councils agree that all three neighborhoods should be notified for anything requiring public notification in Burnet Woods.

#### **Clifton - Corryville:**

Both sides of Bishop Street are currently represented by Corryville. Clifton is requesting to include properties on both sides of Bishop Street into their boundary. Corryville does not object to this new “Overlap Area.”

#### **Clifton – CUF – Heights:**

Clifton’s current southern boundary west of Clifton Avenue is Dixmith Avenue from Clifton Avenue to West Martin Luther King Jr. Drive. Clifton is proposing to expand this boundary to include the area bound by Dixmyth Avenue to the north, Clifton Avenue to the east, and West Martin Luther King Jr. Drive to the south and west. This area includes Good Samaritan Hospital and Hebrew Union College. Doing so will create an “Overlap Area” with CUF for the entire area and with CUF and the Heights for 3003-3043 Clifton Avenue along the west side of Clifton Avenue south of Hebrew Union College.

### **REMOVED OVERLAP AREAS:**

#### **Clifton – Spring Grove Village:**

The proposed boundary change for Clifton includes Interstate-75 as its northern boundary. Clifton currently has an “Overlap Area” with Spring Grove Village, which includes an area south of the Mill Creek’s northern shore between Crawford Avenue and Clifton Avenue. This area contains the Mill Creek and several railroad lines. Under these proposed changes, this “Overlap Area” will be removed.

### **ROLE OF THE CITY PLANNING COMMISSION:**

According to Article VII, Section 3 of the Charter of the City of Cincinnati: “The powers and duties of the commission shall be to make plans and maps of the whole or any portion of the city and of any land outside the city which, in the opinion of the commission, bears a relation to the planning of the city, and to make changes in additions to and extensions of such plans or maps when it deems same advisable.”

### **PUBLIC COMMENT:**

Prior to the Council Motion, Clifton Town Meeting (CTM) reached out to CUF Neighborhood Association (CUFNA) and Corryville Community Council (CCC) to inform them of their proposed boundary changes. CUFNA sent City Planning staff a letter expressing no objection and requested to change their boundary to include Burnet Woods as well. Staff reached out to CCC to ensure they had been notified by CTM of the proposed change. The CCC responded that they agreed that for matters related to Burnet Woods that require notification, CCC, CUFNA, and CTM should all be notified. The CCC does not support or object both sides of Bishop Street being a new “Overlap Area.”

**CONSISTENCY WITH PLAN CINCINNATI:**

The application for a change in zoning is consistent with Goal 1 of the Collaborate Initiative Area of *Plan Cincinnati* (2012), which is to “Work in synergy with the Cincinnati Community” (page 209). An Action Step of this Goal is to “Improve City-Community communication channels” (page 211). This change will ensure that these Community Councils will be properly notified for projects in within the area that they represent.

**RECOMMENDATION:**

The Staff of the Department of City Planning recommends that the City Planning Commission take the following action:

**APPROVE** the proposed amendment to the boundaries of Clifton and CUF for the Community Council Boundary Map which is used for compliance with the notice requirements of Municipal Code Sections 111-1 and 111-5.

Respectfully submitted:



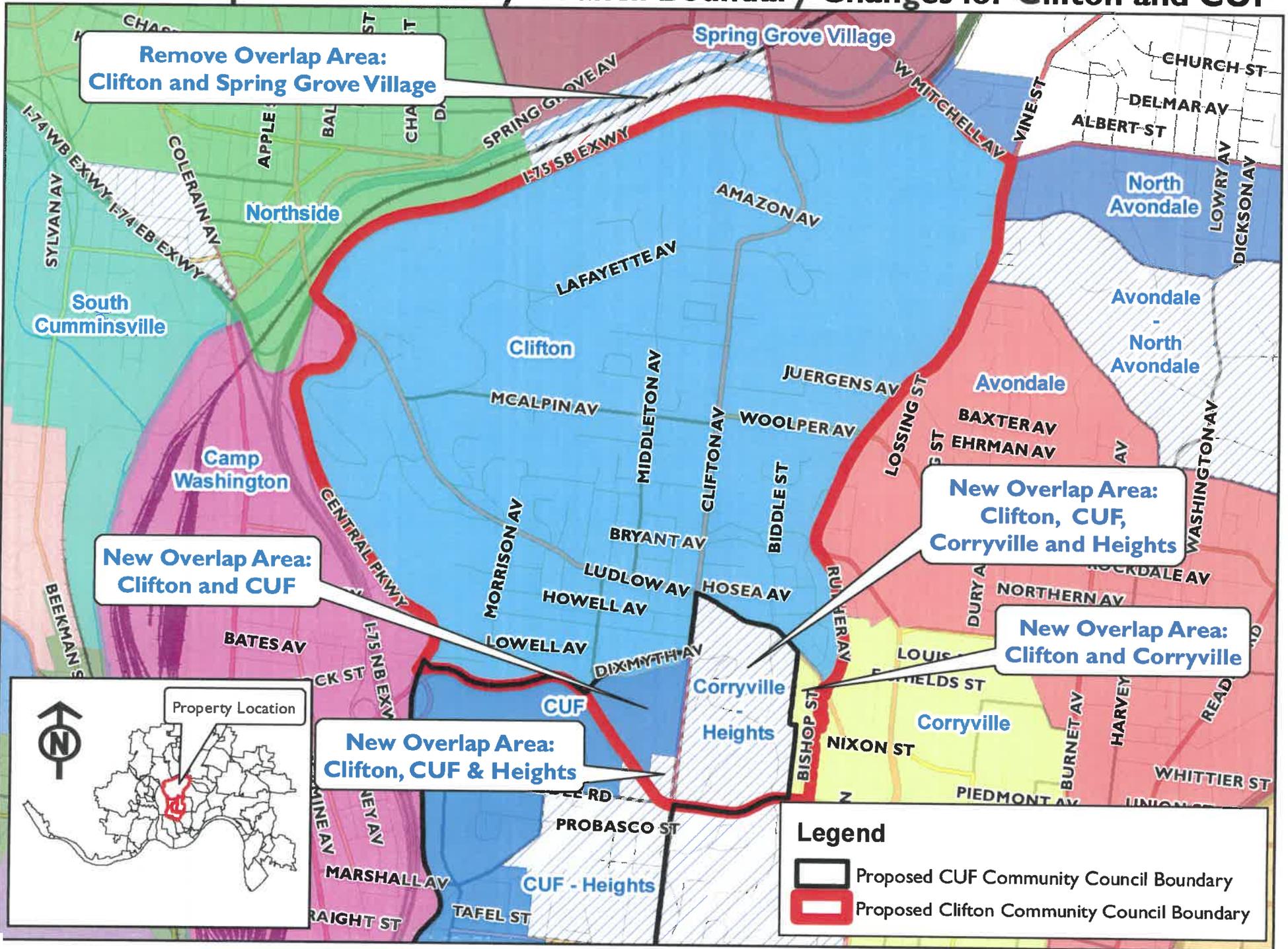
James Weaver, AICP, Senior City Planner  
Department of City Planning

Approved:



Katherine Keough-Jurs, AICP, Director  
Department of City Planning

# Exhibit A: Proposed Community Council Boundary Changes for Clifton and CUF



# City of Cincinnati



801 Plum Street, Suite 346 A  
Cincinnati, Ohio 45202

Phone (513) 352 5205  
Email [Jan-Michele.Kearney@cityofcincinnati.org](mailto:Jan-Michele.Kearney@cityofcincinnati.org)  
Web [www.cityofcincinnati.org](http://www.cityofcincinnati.org)

202100232

**Jan-Michele Lemon Kearney**  
*Councilmember*

## MOTION

WE MOVE for the Department of City Planning to work with the Clifton, CUF and Corryville neighborhoods to update all official overlay district maps to reflect accurate neighborhood boundaries.

\_\_\_\_\_  
Councilmember Greg Landsman

\_\_\_\_\_  
Councilmember Jan-Michele Lemon Kearney



**NEIGHBORHOOD ASSOCIATION**  
representing Clifton Heights | University Heights | Fairview

February 2, 2021

**Resolution Requesting City to Include Multiple Community Councils  
with Overlap Areas**

The Clifton Heights - University Heights - Fairview Neighborhood Association (CUFNA), the City-recognized Community Council for the neighborhoods of Clifton Heights, University Heights, and Fairview, acknowledges that its boundaries per its Bylaws may overlap those of another Council, Clifton Town Meeting, for the neighborhood of Clifton.

CUFNA requests that the City regard both Councils to have standing for the purposes of notification, public engagement, queries, and consideration of the views, opinions, and requests of their respective constituencies.

This acknowledgement holds as long as it is reciprocal or until rescinded by either Council, whichever may come first.

Passed by Clifton Heights - University Heights - Fairview Neighborhood Association on February 2, 2021.

Charles Kussmaul, President CUFNA

CC: Katherine Keough-Jurs [katherine.keough-jurs@cincinnati-oh.gov](mailto:katherine.keough-jurs@cincinnati-oh.gov)  
Joe Brunner, Clifton Town Meeting, [CTMPresident@cliftoncommunity.org](mailto:CTMPresident@cliftoncommunity.org)  
Bill Crawford, Corryville Community Council, [corryvillecc@outlook.com](mailto:corryvillecc@outlook.com)



**NEIGHBORHOOD ASSOCIATION**  
representing Clifton Heights | University Heights | Fairview

February 2, 2021

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CUFNA requests that the City regard both Councils to have standing for the purposes of notification, public engagement, queries, and consideration of the views, opinions, and requests of their respective constituencies.

This acknowledgement holds as long as it is reciprocal or until rescinded by either Council, whichever may come first.

Passed by Clifton Heights - University Heights - Fairview Neighborhood Association on February 2, 2021.

Charles Kussmaul, President CUFNA

CC: Katherine Keough-Jurs [katherine.keough-jurs@cincinnati-oh.gov](mailto:katherine.keough-jurs@cincinnati-oh.gov)  
Joe Brunner, Clifton Town Meeting, [CTMPresident@cliftoncommunity.org](mailto:CTMPresident@cliftoncommunity.org)  
Bill Crawford, Corryville Community Council, [corryvilleecc@outlook.com](mailto:corryvilleecc@outlook.com)

## Weaver, James

---

**From:** Daniel Luther <Lutherdv@Zoomtown.com>  
**Sent:** Thursday, March 4, 2021 5:07 PM  
**To:** Weaver, James; 'Malcolm Montgomery (EduTech)'  
**Cc:** corryvillecc@outlook.com; 'Lin Ziegler'; 'Charles Kussmaul'; Keough-Jurs, Katherine; brunnerjm@gmail.com; Hollstein, Leah  
**Subject:** RE: [External Email] Clifton Town Meeting Request that City Update Official Record of CTM Boundaries

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi again,

Below is an official correspondence from the Corryville Community Council via its Board Secretary, Dr. Leah Hollstein:

“Corryville is happy to have neighboring Clifton and CUF incorporate Corryville's Burnet Woods into their own boundaries for purposes of notification, understanding that all three neighborhoods are protective of the integrity and viability of Burnet Woods as a continuing Cincinnati asset. The extension of Clifton's boundary on the east side of Burnet Woods past Bishop Street is an overlap with Corryville's existing boundaries, which extend north along Jefferson and Ludlow Avenues to Clifton Avenue on the west side of Burnet Woods.”

Corryville deems its participation in this matter closed. Should you need anything else from us, feel free to reach out. Returning now to the adventures on Short Vine.

-Daniel V. Luther, Esq.

Corryville Community Development Corp.  
283 E Martin Luther King Drive  
Cincinnati, Ohio 45219  
(513) 221-1687  
[Lutherdv@Zoomtown.com](mailto:Lutherdv@Zoomtown.com)

**From:** Daniel Luther [mailto:Lutherdv@Zoomtown.com]  
**Sent:** Thursday, March 04, 2021 1:31 PM  
**To:** 'Weaver, James' <James.Weaver@cincinnati-oh.gov>; 'Malcolm Montgomery (EduTech)' <Malcolm-CTM@edutech.us>  
**Cc:** 'corryvillecc@outlook.com' <corryvillecc@outlook.com>; 'Lin Ziegler' <zieglerl@fuse.net>; 'Charles Kussmaul' <cintiwood13@gmail.com>; 'Keough-Jurs, Katherine' <Katherine.Keough-Jurs@cincinnati-oh.gov>; 'brunnerjm@gmail.com' <brunnerjm@gmail.com>  
**Subject:** RE: [External Email] Clifton Town Meeting Request that City Update Official Record of CTM Boundaries

Hi Folks,

Chiming in from the land of Short Vine, I was unaware that Corryville was holding up Clifton's process, or that Corryville has the power to hold up the process of any neighborhood outside of Corryville's borders. This notion is supported by an email from Malcolm received Monday, March 1st which concludes with:

Exhibit C

“We were asked to ensure your councils are aware of our request. It is our understanding that recognition of our formal boundaries will provide a basis for notifying and including our council in matters of interest therein, without detracting from your councils’ standing. **No action is required on your part.**” (Highlights mine).

That ending should have been enough to move the message into the “taken care of” file, but I took a moment to email the Corryville Community Council Board asking for an official statement regarding Clifton’s request. Specifically, I tasked our Board Secretary to pen out a sentence or two. I’ll flip that to you when I get it, but she may be waiting for Tuesday night, our next general meeting.

The Neighborhoods of Uptown has taken up the item of Burnet Woods several times over the years. CUF reps, CTM reps, and CCC reps all agree that if anything happens with Burnet Woods, all three communities MUST be at the table. This led to the idea, a couple years back, for CUF and CTM to ensure that their official boundaries include Burnet Woods. I, as the CCC rep in those discussions, did not object to the other neighborhoods adopting the greenspace, but maintain that Burnet Woods is original Corryville property. So, yes, Corryville has been aware that Burnet Woods would be “Mutually claimed territory” for years.

Clifton also desires a second “Mutually claimed territory” centered around Bishop Street. CCC sees the east side of the street (including all of the Bishop Triangle greenspace) as Corryville’s boundary line and the west side of the street, and the residences there, as Clifton. Corryville would say draw a line right down the middle of street.

Clifton’s new map includes those houses on the east side of the street. Corryville, without conceding the east side of Bishop, sees the logic of Clifton incorporating the area into their boundaries, and Corryville has no issues with that.

In closing, how do I get Corryville out of Clifton’s process? Is the note from my Board Secretary my “Get out of Clifton free” card?

Oh – From the shameless self-promotion file, have you ever wondered why Vine turns into Jefferson in Corryville and then back into Vine? Click the link below, and you’ll find out within four minutes and fifty one seconds. ;)

[OKI Wanna Know: Why Does Vine Street Stop Being Vine Street In Corryville? | WVXU](#)

-Daniel V. Luther, Esq.

Corryville Community Development Corp.  
283 E Martin Luther King Drive  
Cincinnati, Ohio 45219  
(513) 221-1687  
[Lutherdv@Zoomtown.com](mailto:Lutherdv@Zoomtown.com)

**From:** Weaver, James [<mailto:James.Weaver@cincinnati-oh.gov>]  
**Sent:** Thursday, March 04, 2021 12:46 PM  
**To:** Malcolm Montgomery (EduTech) <[Malcolm-CTM@edutech.us](mailto:Malcolm-CTM@edutech.us)>  
**Cc:** [lutherdv@zoomtown.com](mailto:lutherdv@zoomtown.com); [corryvillecc@outlook.com](mailto:corryvillecc@outlook.com); Lin Ziegler <[zieglerl@fuse.net](mailto:zieglerl@fuse.net)>; Charles Kussmaul <[cintiwood13@gmail.com](mailto:cintiwood13@gmail.com)>; Keough-Jurs, Katherine <[Katherine.Keough-Jurs@cincinnati-oh.gov](mailto:Katherine.Keough-Jurs@cincinnati-oh.gov)>; [brunnerjm@gmail.com](mailto:brunnerjm@gmail.com)  
**Subject:** RE: [External Email] Clifton Town Meeting Request that City Update Official Record of CTM Boundaries

Malcolm,

Exhibit C

I am attaching an email I sent you on 11/9/2020 that stated we would like to see an agreement from CUF and Corryville prior to officially requesting it to City Council to make this an overlap area. We aren't moving the target, our position has not changed.

Yes, your bylaws have remained the same, which is the first step. The officially City recognized Community Council Boundary of the City does not always represent what the neighborhood has as their boundaries. For instance, your boundaries leave out the Vine Street Hill Cemetery. North Avondale doesn't claim it either, and we can't have areas that are not claimed by any neighborhood.

As we have said all along, once we hear from Corryville, we will move this forward.

**From:** Malcolm Montgomery (EduTech) <[Malcolm-CTM@edutech.us](mailto:Malcolm-CTM@edutech.us)>  
**Sent:** Thursday, March 4, 2021 12:29 PM  
**To:** Weaver, James <[James.Weaver@cincinnati-oh.gov](mailto:James.Weaver@cincinnati-oh.gov)>  
**Cc:** [lutherdv@zoomtown.com](mailto:lutherdv@zoomtown.com); [corryvillecc@outlook.com](mailto:corryvillecc@outlook.com); Lin Ziegler <[zieglerl@fuse.net](mailto:zieglerl@fuse.net)>; Charles Kussmaul <[cintiwood13@gmail.com](mailto:cintiwood13@gmail.com)>; Keough-Jurs, Katherine <[Katherine.Keough-Jurs@cincinnati-oh.gov](mailto:Katherine.Keough-Jurs@cincinnati-oh.gov)>; [brunnerjm@gmail.com](mailto:brunnerjm@gmail.com)  
**Subject:** Re: [External Email] Clifton Town Meeting Request that City Update Official Record of CTM Boundaries

James, please clarify: What exactly do we need to do to bring the official City record of CTM's boundaries in line with our official published Bylaws? To be clear, we are not asking to *change* our boundaries; they have remained the same since at least 1992, the earliest Bylaws version I have found.

I feel like we're chasing a moving target because:

- First, we were told we need only request the correction and include a copy of our Bylaws detailing our boundaries. Check.
- Then, to send an official request from our president. Check.
- Next to work with a City Councilmember sponsor. Check.
- And then to notify overlapping councils. Check.
- Now we must wait for Corryville's formal approval. We asked, but their response is not under our control.

I think I understand the need, or at least the value of all but the latest requirement. It could hold up the whole process for a step that seems unnecessary: If the City is not using this record to adjudicate boundary overlaps, and its sole purpose is to decide whom to include — not exclude — for notifications, then what is the purpose of requiring another cc's approval? Especially since our boundaries have not changed for decades?

Daniel Luther, who had regularly represented CCC at the Neighborhoods of Uptown collaborative association, assured me CCC has no objection. I don't know what else I can do.

I really want to bring this to completion. What do we need to do?

Thanks,

Malcolm

Malcolm Montgomery  
Trustee, Clifton Town Meeting

Committees:  
Business

Exhibit C

Transportation & Public Safety  
Housing & Zoning (chair)  
Governance Committee (chair)  
Support CCAC in Clifton (chair)

**Member:**

Clifton Business Association

**Contact:**

222 Hosea Avenue  
Cincinnati, OH 45220  
Cell 513-884-0944  
[Malcolm-CTM@edutech.us](mailto:Malcolm-CTM@edutech.us)

*Disclaimer: Statements and opinions above are those of the writer and not necessarily the organization unless identified as such.*

On Mar 3, 2021, at 9:10 AM, Weaver, James <[James.Weaver@cincinnati-oh.gov](mailto:James.Weaver@cincinnati-oh.gov)> wrote:

Hello all,

To make it easier than trying to read a legal description of their desired boundary, I've attached a map. It would create a new "overlap area" between Clifton and Corryville for Burnet Woods and properties on both sides of Bishop Street.

This isn't a big deal to us...we use this boundary primarily for notification purposes and notify Community Councils within 400 feet of a proposed project that requires notification anyway, so this wouldn't really be a change as far as City Planning processes.

When a neighborhood wants to change their City recognized Community Council boundary, we try to stay out of negotiations between neighborhoods but we do ask that adjoining neighborhoods have the discussion before officially making any changes. I've heard from CUF okaying the changes that affect them but haven't gotten any official correspondence from Corryville.

Thanks  
James

**From:** Malcolm Montgomery (EduTech) <[Malcolm-CTM@edutech.us](mailto:Malcolm-CTM@edutech.us)>  
**Sent:** Monday, March 1, 2021 6:08 PM  
**To:** [lutherdv@zoomtown.com](mailto:lutherdv@zoomtown.com); [corryvillecc@outlook.com](mailto:corryvillecc@outlook.com); Lin Ziegler <[zieglerl@fuse.net](mailto:zieglerl@fuse.net)>; Charles Kussmaul <[cintiwood13@gmail.com](mailto:cintiwood13@gmail.com)>  
**Cc:** Keough-Jurs, Katherine <[Katherine.Keough-Jurs@cincinnati-oh.gov](mailto:Katherine.Keough-Jurs@cincinnati-oh.gov)>; Weaver, James <[James.Weaver@cincinnati-oh.gov](mailto:James.Weaver@cincinnati-oh.gov)>; [brunnerjm@gmail.com](mailto:brunnerjm@gmail.com)  
**Subject:** [External Email] Clifton Town Meeting Request that City Update Official Record of CTM Boundaries

External Email Communication

Daniel, Bill, Lin, Chip:

As previously discussed with all of you, Clifton Town Meeting is asking the City to correct the official City record of CTM's boundaries to match those established in our Bylaws over 28 years ago:

ARTICLE III. JURISDICTION For the purposes of this organization, the term "Clifton" shall include the land encompassed within the following boundaries: A line running from the intersection of Vine Street and Ruther Ave., south on Ruther to Jefferson Ave., across Jefferson and south along the east lines of the properties fronting on the east side of Bishop St. to Martin Luther King Jr. Drive, west on Martin Luther King Jr. Drive to Central Parkway, north on Central Parkway to Ludlow Ave., northwest on Ludlow Ave. to Interstate Highway I-75, northeast on I-75 to west boundary of the Vine St. Hill Cemetery, south and east on the west and south boundaries of the Cemetery to Vine St., south on Vine to Ruther.

We were asked to ensure your councils are aware of our request. It is our understanding that recognition of our formal boundaries will provide a basis for notifying and including our council in matters of interest therein, without detracting from your councils' standing. No action is required on your part.

Please let me know if you have further questions or concerns.

Thanks,  
Malcolm

Malcolm Montgomery  
Trustee, Clifton Town Meeting

Committees:

Business  
Transportation & Public Safety  
Housing & Zoning (chair)  
Governance Committee (chair)  
Support CCAC in Clifton (chair)

Member:

Clifton Business Association

Contact:

222 Hosea Avenue  
Cincinnati, OH 45220  
Cell 513-884-0944

[Malcolm-CTM@edutech.us](mailto:Malcolm-CTM@edutech.us)

*Disclaimer: Statements and opinions above are those of the writer and not necessarily the organization unless identified as such.*

<Clifton Desired Boundary.pdf>

Corryville Community Council  
283 E Martin Luther King Dr  
Cincinnati, OH 45219

Clifton Town Meeting  
P. O. Box 20042  
Cincinnati, OH 45220

CUF Neighborhood Association  
2364 West McMicken Avenue  
Cincinnati, OH 45214

April 14, 2021

Cincinnati City Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202



Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**AMENDING the community council representation area map on file with the Clerk of Council to modify the boundaries of the areas that the Clifton Town Meeting Community Council and the CUF Community Council are considered to represent for the purposes of Cincinnati Municipal Code Sections 111-1 and 111-5.**

**Summary:**

A map is currently on file with the Clerk of Council showing the boundaries identified by each Community Council as the area of their representation. This map is used by City Staff to determine which Community Council to notify when there is a proposed zone change, zoning hearing, or notwithstanding ordinance in accordance with Sections 111-1 and 111-5 of the Cincinnati Municipal Code. In the case that two or more Community Councils represent one area, the area is designated as a "Overlap Area." When an area is designated as an "Overlap Area," Staff notifies all Community Councils claiming the area.

On February 3, 2021, City Council adopted Motion 202100232 from Councilmembers Kearney and Landsman via Clifton Town Meeting to amend the boundaries of Clifton to include Burnet Woods, both sides of Bishop Street, and the area north of West Martin Luther King Jr. Drive between Clifton Avenue and Dixmyth Avenue. Burnet Woods is currently an "Overlap Area" for Corryville and the Heights (inactive). During neighborhood engagement about these new "Overlap Areas", the CUF Neighborhood Association voted to change their bylaws on March 16, 2021 to include Burnet Woods as well. Amending Clifton's boundary will create new "Overlap Areas" with Corryville, CUF, and the Heights.

At the April 2, 2021 City Planning Commission meeting, the Corryville Community Council did not support properties on both sides of Bishop Street becoming an "Overlap Area" between Clifton and Corryville. The City Planning Commission amended the proposed Community Council boundary recommendation to remove both sides of Bishop Street from Clifton so it would remain only in Corryville, consistent with existing conditions.

The proposed Community Council boundary map changes are consistent with *Plan Cincinnati* (2012), as the amendments to this map will help improve communication from the City to these neighborhoods.

The Administration recommends Approval of this Ordinance.

Motion to Approve: Mr. Samad

Ayes:

Ms. Long  
Mr. Smitherman  
Ms. McKinney  
Mr. Eby  
Mr. Stallworth  
Ms. Sesler  
Mr. Samad

Seconded: Mr. Smitherman

THE CITY PLANNING COMMISSION

A handwritten signature in black ink that reads "Katherine Keough-Jurs".

Katherine Keough-Jurs, AICP, Director  
Department of City Planning

KKJ: jmw

Encl.: Staff Report, Ordinance

202101991

**Date:** May 19, 2021

**To:** Councilmember Steven Goodin  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Omnibus ARP**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**ESTABLISHING** new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **AUTHORIZING** the transfer of the sum of \$9,900,000 from Home Investment Trust Fund 411 project account no. 411x162x4112131, “HOME-American Rescue Plan (HOME-ARP),” to the unappropriated surplus of Home Investment Trust Fund 411; **AUTHORIZING** the appropriation of the sum of \$9,900,000 from the unappropriated surplus of Home Investment Trust Fund 411 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **DECLARING** expenditures from Home Investment Trust Fund 411 project accounts on the attached Schedule of Appropriations to be for a public purpose; **ESTABLISHING** new Local Fiscal Recovery Fund 469 grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; **AUTHORIZING** the appropriation of the sum of \$19,570,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; and further **DECLARING** expenditures from the American Rescue Plan grant project accounts on the attached Schedule of Appropriations to be for a public purpose.

AWG/CMZ/(lnk)  
Attachment  
339312

## American Rescue Plan (ARP) - Schedule of Appropriations

Description	Amount	Fund	Agency	Account Number	Account Name
Bethany House	\$ 3,000,000	411	162	4112135	"Bethany House Services"
HARBOR Program	\$ 500,000	411	162	4112137	"HARBOR"
Affordable Housing Trust	\$ 6,400,000	411	162	4112136	"Affordable Housing Trust Fund"
	\$ 9,900,000				
Description	Amount	Fund	Agency	Account Number	Account Name
Recreation Centers Extended Summer Hours	\$ 300,000	469	199	ARP065	"Cincinnati Recreation Commission Extended Hours"
ArtWorks Youth Employment Initiative	\$ 500,000	469	101	ARP010	"ArtWorks Youth Employment Initiative"
Kings and Queens	\$ 20,000	469	101	ARP070	"Kings and Queens"
SCLC Rites of Passage Summer Camp	\$ 30,000	469	101	ARP071	"Rites of Passage"
UCanSpeak4Me	\$ 40,000	469	101	ARP072	"U Can Speak for Me"
Wesley Chapel	\$ 50,000	469	101	ARP073	"Wesley Chapel"
Public Museum Support	\$ 1,000,000	469	101	ARP013	"Public Museum Support"
Minority Business Partnerships Urban League	\$ 1,500,000	469	101	ARP014	"Minority Business Partnerships"
Women Business Program - Main Street Ventures	\$ 1,000,000	469	101	ARP062	"Women-Owned Business Accelerator Program"
flywheel Business Equity Initiative	\$ 300,000	469	101	ARP074	"flywheel Business Equity Initiative"
UC Medical Center EMS Canopy	\$ 1,000,000	469	101	ARP075	"UC Medical Center EMS Canopy"
Children's Hospital Expansion College Hill	\$ 2,000,000	469	101	ARP038	"Children's Hospital"
Port Authority Affordable Housing Projects	\$ 2,500,000	469	162	ARP021	"The Port Affordable Housing Projects"
Network Upgrades/Cybersecurity	\$ 430,000	469	091	ARP064	"Cybersecurity"
4C Child Care Startup Funding	\$ 1,000,000	469	101	ARP037	"Child Care Funding"
Neighborhood Activation Fund	\$ 1,750,000	469	101	ARP017	"Neighborhood Activation Fund"
Neighborhood Business Districts Support Grants	\$ 2,000,000	469	101	ARP018	"Neighborhood Business Districts Support Grants"
PIVOT	\$ 500,000	469	222	ARP063	"Place Based Investigations of Violent Offender Territories (PIVOT)"
Clifton Cultural Arts Center (CCAC) Operational Costs	\$ 650,000	469	101	ARP012	"Clifton Cultural Arts Center"
Community Economic Advancement Initiatives (CEAI)	\$ 500,000	469	101	ARP016	"CEAI Development Support"
Grant Us Hope	\$ 50,000.00	469	101	ARP036	"Grant Us Hope"
Food Insecurities - Last Mile	\$ 50,000.00	469	101	ARP076	"Food Insecurities: Last Mile"
Food Insecurities - La Soupe	\$ 150,000.00	469	101	ARP077	"Food Insecurities: La Soupe"
Food Insecurities - Produce Perks	\$ 200,000.00	469	101	ARP078	"Food Insecurities: Produce Perks"
Cincinnati USA Convention & Visitors Bureau (CVB)	\$ 1,700,000.00	469	101	ARP022	"Cincinnati USA Convention & Visitors Bureau Support"
Cincinnati Youth Collaborative (CYC) Youth Work Readiness Program	\$ 100,000.00	469	101	ARP079	"CYC Youth Work Readiness Program"
Price Hill and Avondale Boys and Girls Club	\$ 250,000.00	469	101	ARP080	"Price Hill and Avondale Boys and Girls Club"
	\$ 19,570,000.00				

EMERGENCY

City of Cincinnati

CMZ  
AWB

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

- 2021

ESTABLISHING new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; AUTHORIZING the transfer of the sum of \$9,900,000 from Home Investment Trust Fund 411 project account no. 411x162x4112131, "HOME-American Rescue Plan (HOME-ARP)," to the unappropriated surplus of Home Investment Trust Fund 411; AUTHORIZING the appropriation of the sum of \$9,900,000 from the unappropriated surplus of Home Investment Trust Fund 411 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; DECLARING expenditures from Home Investment Trust Fund 411 project accounts on the attached Schedule of Appropriations to be for a public purpose; ESTABLISHING new Local Fiscal Recovery Fund 469 grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; AUTHORIZING the appropriation of the sum of \$19,570,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; and further DECLARING expenditures from the American Rescue Plan grant project accounts on the attached Schedule of Appropriations to be for a public purpose.

WHEREAS, the U.S. Department of Housing and Urban Development announced that the City is eligible to receive HOME Investment Partnerships Program funding pursuant to the American Rescue Plan ("ARP") Act, and additional guidance is forthcoming regarding eligible uses of such funds (the "HOME-ARP Funds"); and

WHEREAS, all City of Cincinnati residents are being confronted with the economic and health impacts of the COVID-19 pandemic, however, low- and moderate-income persons are most susceptible to such impacts including owner occupants at risk of experiencing homelessness whose homes are in need of repairs; and

WHEREAS, the COVID-19 pandemic negatively impacted the supply of affordable housing in the United States, including the City of Cincinnati, as well as the supply of available family homeless shelter space; and

WHEREAS, the HOME-ARP Funds appropriated pursuant to this ordinance are being provided to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager, and to support the construction and rehabilitation of available adequate housing for people experiencing or at risk of experiencing homelessness in the City of Cincinnati; and

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the ARP Act as part of the Coronavirus Local Fiscal Recovery Fund, and initial guidance has been provided regarding eligible uses of such funds (the “LFRF Funds”); and

WHEREAS, the COVID-19 pandemic has negatively impacted various aspects of the City which can be bolstered by using the LFRF Funds to provide economic stimulus, COVID relief, summer programming, and neighborhood initiatives; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-American Rescue Plan (“HOME-ARP”) eligible projects.

Section 2. That the sum of \$9,900,000 is hereby transferred from Home Investment Trust Fund 411 project account no. 411x162x4112131, “HOME-American Rescue Plan (HOME-ARP),” to the unappropriated surplus of Home Investment Trust Fund 411.

Section 3. That the sum of \$9,900,000 is hereby appropriated from the unappropriated surplus of Home Investment Trust Fund 411 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects.

Section 4. That expenditures from Home Investment Trust Fund project accounts are hereby declared to be for a public purpose because the identified programs improve the economic and general well-being of the people of the City by enhancing the availability of adequate housing for people experiencing or at risk of experiencing homelessness, which is necessary because of the impacts of the COVID-19 pandemic.

Section 5. That the City Manager is hereby authorized to (a) submit, modify, or amend any and all necessary documents required to be sent to the U.S. Department of Housing and Urban Development to carry out the provisions of the HOME-ARP eligible projects identified in this

ordinance, and (b) take all actions necessary to carry out the provisions of this ordinance and otherwise make the herein-described funding available to support various HOME-ARP eligible projects in the City of Cincinnati, all in accordance with federal requirements and necessary federal approvals.

Section 6. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund (“LFRF”) eligible uses.

Section 7. That the sum of \$19,570,000 is hereby appropriated from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various LFRF eligible uses.

Section 8. That expenditures from the American Rescue Plan grant project accounts on the attached Schedule of Appropriations are hereby declared to be for a public purpose because the identified programs improve the economic and general well-being of the people of the City, which is necessary because of the impacts of the COVID-19 pandemic.

Section 9. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 8 hereof.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement authorized American Rescue Plan-related support programs and projects.

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

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

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

202101993

**Date:** May 19, 2021

**To:** Councilmember Greg Landsman  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – Omnibus ARP Ordinance**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**ESTABLISHING** new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **AUTHORIZING** the transfer of the sum of \$9,923,076 from Home Investment Trust Fund 411 project account no. 411x162x4112131, “HOME-American Rescue Plan (HOME-ARP),” to the unappropriated surplus of Home Investment Trust Fund 411; **AUTHORIZING** the appropriation of the sum of \$9,923,076 from the unappropriated surplus of Home Investment Trust Fund 411 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **DECLARING** expenditures from Home Investment Trust Fund 411 project accounts on the attached Schedule of Appropriations to be for a public purpose; **ESTABLISHING** new Local Fiscal Recovery Fund 469 grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; **AUTHORIZING** the appropriation of the sum of \$19,570,472 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recover Fund eligible uses; and further **DECLARING** expenditures from the American Rescue Plan grant project accounts on the attached Schedule of Appropriations to be for a public purpose.

AWG/AKS/(lnk)  
Attachment  
339298

EMERGENCY

City of Cincinnati

AKS

*AWB*

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

- 2021

**ESTABLISHING** new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **AUTHORIZING** the transfer of the sum of \$9,923,076 from Home Investment Trust Fund 411 project account no. 411x162x4112131, “HOME-American Rescue Plan (HOME-ARP),” to the unappropriated surplus of Home Investment Trust Fund 411; **AUTHORIZING** the appropriation of the sum of \$9,923,076 from the unappropriated surplus of Home Investment Trust Fund 411 to the newly established Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-ARP eligible projects; **DECLARING** expenditures from Home Investment Trust Fund 411 project accounts on the attached Schedule of Appropriations to be for a public purpose; **ESTABLISHING** new Local Fiscal Recovery Fund 469 grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund eligible uses; **AUTHORIZING** the appropriation of the sum of \$19,570,472 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to the newly established American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recover Fund eligible uses; and further **DECLARING** expenditures from the American Rescue Plan grant project accounts on the attached Schedule of Appropriations to be for a public purpose.

WHEREAS, the U.S. Department of Housing and Urban Development announced that the City is eligible to receive HOME Investment Partnerships Program funding pursuant to the American Rescue Plan (“ARP”) Act and additional guidance is forthcoming regarding eligible uses of such funds (the “HOME-ARP Funds”); and

WHEREAS, all City of Cincinnati residents are being confronted with the economic and health impacts of the COVID-19 pandemic, however, low- and moderate-income persons are most susceptible to such impacts including owner occupants at risk of experiencing homelessness whose homes are in need of repairs; and

WHEREAS, the COVID-19 pandemic negatively impacted the supply of affordable housing in the United States, including the City of Cincinnati, as well as the supply of available family homeless shelter space; and

WHEREAS, the HOME-ARP Funds appropriated pursuant to this ordinance are being provided to support the acquisition, construction, and rehabilitation of affordable housing in the City of Cincinnati, as determined by the City Manager, and to support the construction and rehabilitation of available adequate housing for people experiencing or at risk of experiencing homelessness in the City of Cincinnati; and

WHEREAS, the City is eligible to receive funding from the United States Department of the Treasury pursuant to the ARP Act as part of the Coronavirus Local Fiscal Recovery Fund and initial guidance has been provided regarding eligible uses of such funds (the “LFRF Funds”); and

WHEREAS, the COVID-19 pandemic has negatively impacted various aspects of the City which can be mitigated by using the LFRF funds to bolster neighborhoods and small businesses, housing, social services, health and safety, support the arts and cultural institutions, and provide youth support and employment; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish new Home Investment Trust Fund 411 project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various HOME-American Rescue Plan (“HOME-ARP”) eligible projects.

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Section 5. That the City Manager is hereby authorized to (a) submit, modify, or amend any and all necessary documents required to be sent to the U.S. Department of Housing and Urban

Development to carry out the provisions of the HOME-ARP eligible projects identified in this ordinance, and (b) take all actions necessary to carry out the provisions of this ordinance and otherwise make the herein-described funding available to support various HOME-ARP eligible projects in the City of Cincinnati, all in accordance with federal requirements and necessary federal approvals.

Section 6. That the Director of Finance is hereby authorized to establish American Rescue Plan grant project accounts according to the attached Schedule of Appropriations for the purpose of providing funds to support various American Rescue Plan-Local Fiscal Recovery Fund (“LFRF”) eligible uses.

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Section 9. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 8 hereof.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to implement authorized American Rescue Plan-related support programs and projects.

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

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

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

**American Rescue Plan (ARP) - Schedule of Appropriations**

<b>Description</b>	<b>Amount</b>	<b>Fund</b>	<b>Agency</b>	<b>Account Number</b>	<b>Account Name</b>
Bethany House	\$ 3,000,000	411	162	4112135	"Bethany House Services"
HARBOR Program	\$ 923,076	411	162	4112137	"HARBOR"
Affordable Housing Trust	\$ 6,000,000	411	162	4112136	"Affordable Housing Trust Fund"
	<u>\$ 9,923,076</u>				
<b>Description</b>	<b>Amount</b>	<b>Fund</b>	<b>Agency</b>	<b>Account Number</b>	<b>Account Name</b>
ArtWorks Youth Employment Initiative	\$ 460,000	469	101	ARP010	"ArtWorks Youth Employment Initiative"
Kings and Queens	\$ 20,000	469	101	ARP070	"Kings and Queens"
SCLC Rites of Passage Summer Camp	\$ 20,000	469	101	ARP071	"Rites of Passage"
UCanSpeak4Me	\$ 40,000	469	101	ARP072	"U Can Speak for Me"
Wesley Chapel	\$ 50,000	469	101	ARP073	"Wesley Chapel"
Public Museum Support	\$ 1,000,000	469	101	ARP013	"Public Museum Support"
CincyNice	\$ 200,000	469	101	ARP081	"CincyNice"
Black Lives Matter Art & Programming	\$ 125,000	469	101	ARP011	"Black Lives Matter Art & Programming"
Cincinnati Music Festival	\$ 100,000	469	101	ARP082	"Cincinnati Music Festival"
Midwest Regional Black Family Reunion	\$ 25,000	469	101	ARP083	"Midwest Region Black Family Reunion"
Human Services Chamber	\$ 2,500,000	469	101	ARP084	"Human Services Chamber"
Neighborhood Child Care Recovery Fund	\$ 5,093,964	469	101	ARP085	"Neighborhood Child Care Recovery Fund"
Caracole, Inc.	\$ 150,000	469	101	ARP086	"Caracole"
Seven Hills Neighborhood House Trauma Recovery Center	\$ 200,000	469	101	ARP087	"Seven Hills Neighborhood House"
Outdoor Dining in Neighborhoods	\$ 1,200,000	469	101	ARP003	"Outdoor Dining Grant Program (Neighborhoods)"
Neighborhood Community Council Funds (\$10k for each of 51 Councils)	\$ 510,000	469	162	ARP088	"Neighborhood Community Councils"
Invest in Neighborhoods	\$ 66,508	469	101	ARP089	"Invest in Neighborhoods"
Bond Hill Community Council - Community Organizer	\$ 50,000	469	101	ARP091	"Bond Hill Community Council - Community Organizer"
Roselawn Community Council - Community Organizer	\$ 50,000	469	101	ARP090	"Roselawn Community Council - Community Organizer"
Women Business Program - Main Street Ventures	\$ 1,000,000	469	101	ARP062	"Women-Owned Business Accelerator Program"
flywheel Business Equity Initiative	\$ 150,000	469	101	ARP074	"flywheel Business Equity Initiative"
Youth Employment	\$ 1,000,000	469	101	ARP092	"Youth Employment"
UC Medical Center EMS Canopy	\$ 1,000,000	469	101	ARP075	"UC Medical Center EMS Canopy"
Children's Hospital Expansion College Hill	\$ 1,000,000	469	101	ARP038	"Children's Hospital"
Network Upgrades/Cybersecurity	\$ 430,000	469	091	ARP064	"Cybersecurity"
Neighborhood Business Districts Support Grants	\$ 1,000,000	469	101	ARP018	"Neighborhood Business Districts Support Grants"
Community Economic Advancement Initiatives (CEAI)	\$ 490,000	469	101	ARP016	"CEAI Development Support"
Grant Us Hope	\$ 50,000.00	469	101	ARP036	"Grant Us Hope"
Avondale Fence Project	\$ 40,000.00	469	101	ARP093	"Avondale Fence Project"
Cincinnati USA Convention & Visitors Bureau (CVB)	\$ 1,000,000.00	469	101	ARP022	"Cincinnati USA Convention & Visitors Bureau Support"
Cincinnati Youth Collaborative (CYC) Youth Work Readiness Program	\$ 300,000.00	469	101	ARP079	"CYC Youth Work Readiness Program"
Price Hill and Avondale Boys and Girls Club Year Round Tutoring	\$ 250,000.00	469	101	ARP080	"Price Hill and Avondale Boys and Girls Club"
	<u>\$ 19,570,472.00</u>				