



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Housing & Growth

Chairperson Mark Jeffreys
Vice Chair Anna Albi
Councilmember Jeff Cramerding
Councilmember Ryan James
Councilmember Evan Nolan
Councilmember Meeka Owens
Councilmember Seth Walsh

Wednesday, February 18, 2026

1:00 PM

Council Chambers, Room 300

AGENDA

PRESENTATIONS

Cincinnati Metropolitan Housing Authority Presentation

Gregory D. Johnson, Chief Executive Officer, CMHA

Gary Boeres, Development Director, CMHA

Reema Ruberg, Chief Operating Officer, CMHA

1. [202600753](#) **PRESENTATION**, submitted by Councilmember Jeffreys regarding the Cincinnati Metropolitan Housing Authority

Sponsors: Jeffreys

Attachments: [CMHA Final 2-13](#)

2. [202600424](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **RENAMING** Bank Street to William L. Mallory, Sr. Street in the West End neighborhood of the City of Cincinnati notwithstanding Council Resolution No. 16-2003, any Committee of Names conflicting rules and regulations, or any provision of the Cincinnati Municipal Code that would prohibit a street name that is similar to another street name outside the City of Cincinnati but within Hamilton County; **MODIFYING** Chapter 507, "One-Way Streets," of the Cincinnati Municipal Code by **AMENDING** Sections 507-1-C6, "Colerain Avenue, south from Brighton Lane to Bank Street," 507-1-W4, "Western Avenue, south from Bank Street to Gest Street," and 5074-1-W7, "Western Avenue, south from Bank Street to Gest Street," and 507-1-W7, "Winchell Avenue, north from Lincoln Park Drive to 125 feet north of Bank Street," to reflect the name change of Bank Street to William L. Mallory, Sr. Street.
- Sponsors:** Kearney
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)
3. [202600261](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Chickering Avenue at Este Avenue in the Spring Grove Village neighborhood shall hereby receive the honorary, secondary name of "Amir Anthony Jordan Way" in honor of Amir Anthony Jordan, a beloved son, brother, grandson, and community member whose kindness, imagination, and compassion left a lasting impact on all who knew him.
- Sponsors:** Kearney
- Attachments:** [Transmittal](#)
[Ordinance](#)
4. [202600453](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/11/2026, **APPROVING, AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with The Citadel at 8th LLC, thereby authorizing an eight-year tax exemption for 100 percent of the value of improvements made to real property located at 114 E. Eighth Street in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 7,500 square feet of commercial office space and approximately 7,500 square feet of residential space consisting of eight residential rental dwelling units, at a total construction cost of approximately \$950,000.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)

5. [202600491](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/11/2026, **AUTHORIZING** the City Manager to execute a Funding Agreement with Urban Sites Capital Advisors, LLC providing for a grant from the City to fund design plans and engineering services to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$87,230 from the unappropriated surplus of the Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 483x164x7400 to provide resources for streetscape improvements and other public infrastructure improvements to rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such accounts related to the design plans and engineering services to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati, to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 4-Downtown/OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Sponsors: City Manager

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

6. [202600425](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/11/2026, **AUTHORIZING** the City Manager to execute a release of easements to terminate certain easement rights benefitting the City of Cincinnati for the construction, maintenance, repair and operation of a subway for rapid transit and railway purposes, for constructing and maintaining a retaining wall and footings for the same, for the right of ingress and egress to adjacent subway tubes under Montgomery Road, and any easements reserved by law for public utilities, all over a portion of real property located along or near Harris Avenue in the City of Norwood.

Sponsors: City Manager

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

7. [202600419](#) **MOTION**, submitted by Councilmembers Walsh and Jeffreys, **WE MOVE** that the Administration provide a report within forty-five (45) days establishing a metric for success of our currently established TIF districts. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Sponsors: Walsh and Jeffreys

Attachments: [202600419](#)

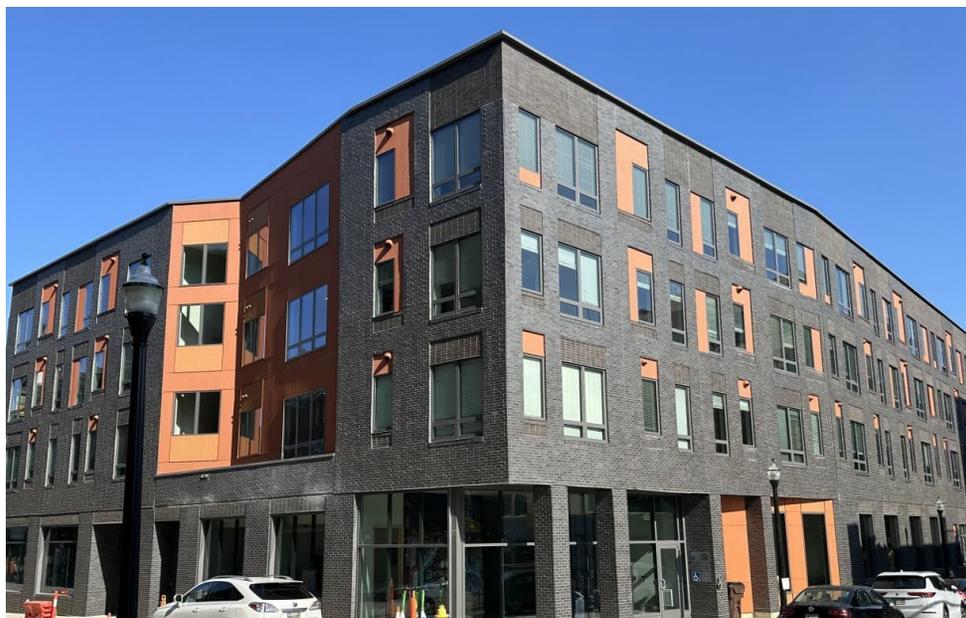
8. [202600405](#) **MOTION**, submitted by Councilmembers Walsh and Jeffreys, **WE MOVE** that the Administration provide a report within sixty (60) days on restrictions and policies in the zoning and building codes that impact the ability to more easily build quality development including, but not limited to, minimum lot sizes, setbacks and yard requirements, single stair reform, and ADU restrictions. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Sponsors: Walsh and Jeffreys

Attachments: [202600405](#)

ADJOURNMENT

Cincinnati Metropolitan Housing Authority



Our Core Values: Integrity, Respect, Initiative,
Accountability, Excellence

Presentation Content

- Introduction
- CMHA Overview
- Winton Terrace & City West
- CMHA Completed Projects
- CMHA Current Projects
- CMHA Pipeline Projects
- Q&A



Operating throughout Cincinnati and Hamilton County

- Housing Choice Vouchers: 11,000+ households served
- Public Housing: ~4,000 units (remaining in the ACC portfolio)
- RAD Conversions Completed: 1,118 units (rehabilitated and repositioned)
- Mixed-Finance / Other Affordable: 475 units (managed by Touchstone)
- CMHA is advancing nearly \$1 billion in capital improvements across its portfolio.



*Re-Imagining
Affordable Housing*

Rental Assistance Demonstration

Handout for Residents

- RAD stands for Rental Assistance Demonstration.
- Through RAD, public housing is converted to a project-based Section 8 program tied to the property.
- Residents keep their housing assistance and have the right to return after any renovations. No loss of assistance due to conversion.
- Rents are still based on income, just like in public housing.
- CMHA uses RAD to preserve and improve affordable housing for current and future residents that are not otherwise possible with traditional capital funds.

You have the right:

- **TO BE INFORMED.**
- **TO RETURN** to any remodeled or redeveloped property.
- **TO RECEIVE WRITTEN PLANS** about any temporary relocation.
- **TO REIMBURSEMENT OF RELOCATION EXPENSES.**
- **TO CONTINUED REPRESENTATION BY AND FUNDING FOR** legitimate resident organizations.
- **TO NOT BE RE-SCREENED** for eligibility including income, income targeting provisions, criminal background, or credit history (*income screening may occur for some residents in tax credit and non-RAD PBV properties*).
- **TO PAY NO MORE THAN 30 PERCENT OF YOUR INCOME** due to these improvements or redevelopment, unless required by federal law or regulation.
- **TO A GRIEVANCE PROCESS AND CONTINUED PROCEDURAL RIGHTS** relating to lease violations following any conversion.

Contact CMHA at 977-5RAD or RAD@antimha.com with questions or concerns.

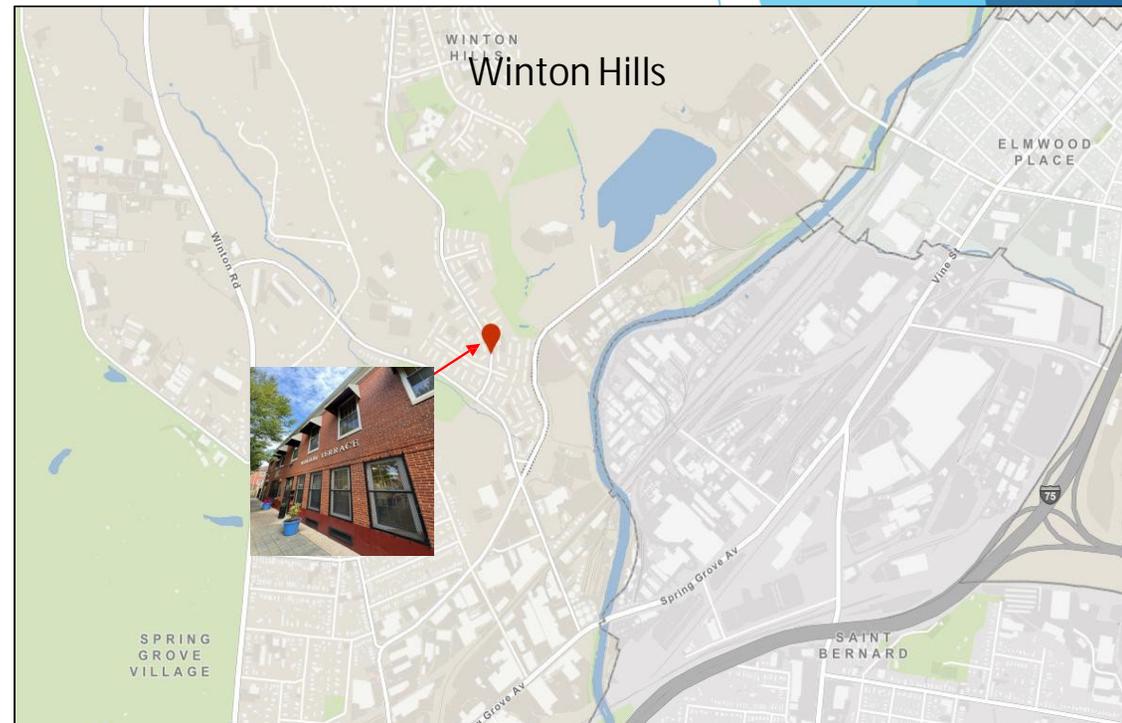
Winton Terrace



Winton Terrace Redevelopment

Winton Terrace is a 608-unit residential community located in the Winton Hills neighborhood of Cincinnati. The redevelopment is focused on reinvesting in an established housing community to extend the useful life of the property, improve living conditions, and ensure long-term affordability.

- Redevelopment of a historic residential community dating back to the 1940s.
- Improved unit quality and site infrastructure
- Partnership between CMHA and Gorman & Company



Este, Winneste Craft and Kings Run Dr.

Resident Engagement & Communication

Resident engagement has been an ongoing and intentional part of the redevelopment planning process, with a focus on transparency, continuity, and minimizing disruption to the community.

Resident Engagement Timeline

- March 27, 2019 – CMHA introduced Gorman as the selected developer
- November 17, 2020 – CMHA and Gorman provided a general overview to residents
- April 21, 2023 – Next Steps resident meeting
- May 3, 2023 – Phasing, RAD updates, and relocation presentation
- December 14, 2023 – Significant Amendment resident meeting
- April 26, 2024 – Development and Section 18 update meetings
- May 31, 2024 – Resident update meeting
- August 22, 2024 – Community Council project update
- September 18, 2024 – Subdivision plat and next steps meeting



Este, Winneste Craft and Kings Run Dr.

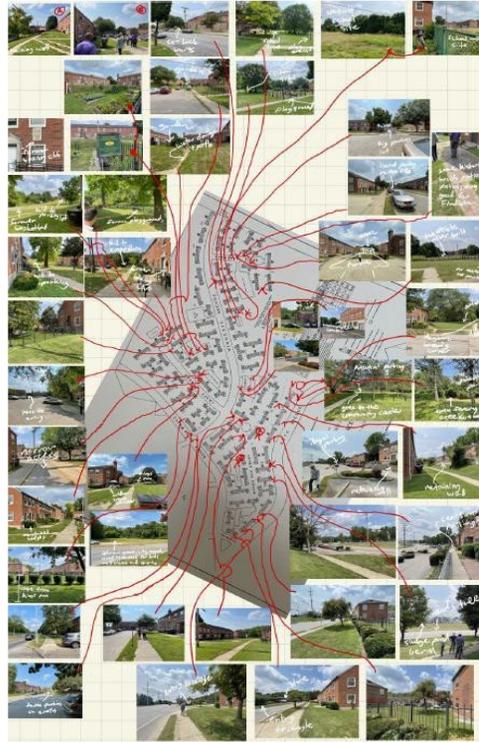
Community Charette 2024

Residents Asked For

- Safer streets and better lighting
- More places for children and families
- Parking closer to their homes
- Cleaner, better-maintained grounds
- Spaces for seniors and community gatherings

The Plan Delivers

- Traffic calming, new lighting, and safer pedestrian routes
- New playgrounds, green space, and outdoor gathering areas
- Reconfigured parking throughout the site
- Modern waste management and site upgrades



Este, Winneste Craft and Kings Run Dr.

Project Need & Existing Conditions

While structurally sound, systems have exceeded their useful life and now require significant reinvestment to remain viable.

- Last Substantial rehab 1990s
- Building systems approaching or beyond typical service life
- Interior finishes and layouts reflective of original construction
- Central boiler systems and utilities in need of modernization
- Targeted units impacted by water intrusion and fire-related damage



Este, Winneste Craft and Kings Run Dr.

Existing Conditions



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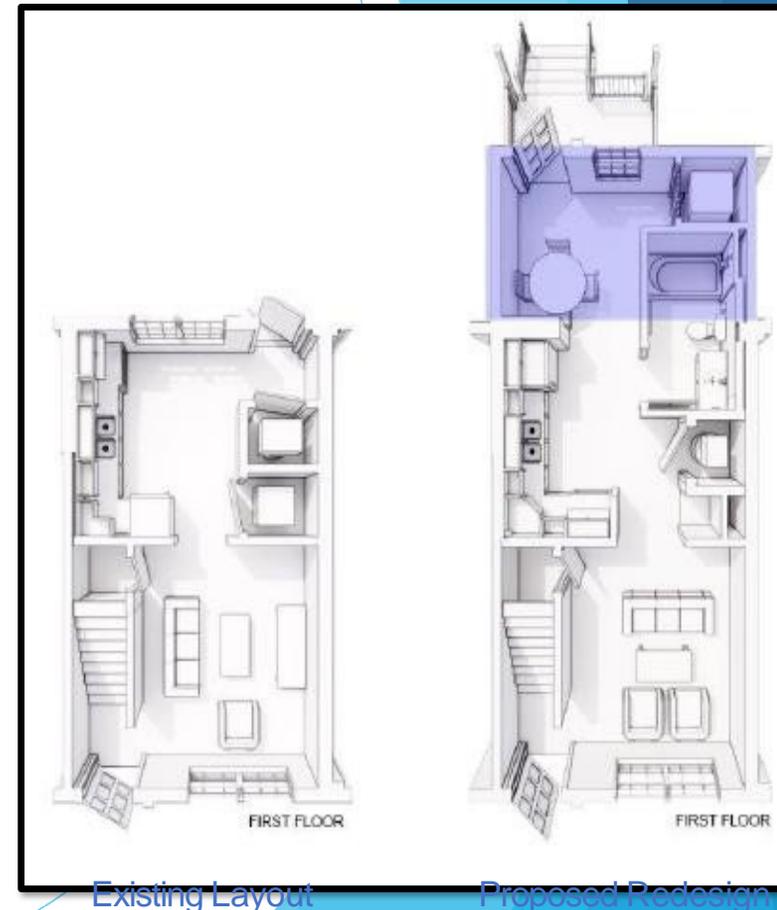
Scope of Work

The redevelopment includes comprehensive upgrades across units, buildings, and the site.

- Renovation of kitchens, bathrooms, flooring, and finishes
- Replacement and upgrade of mechanical, electrical, and plumbing systems
- Building additions to expand living space
- Site improvements including playgrounds, parking, and utilities



Este, Winneste Craft and Kings Run Dr.

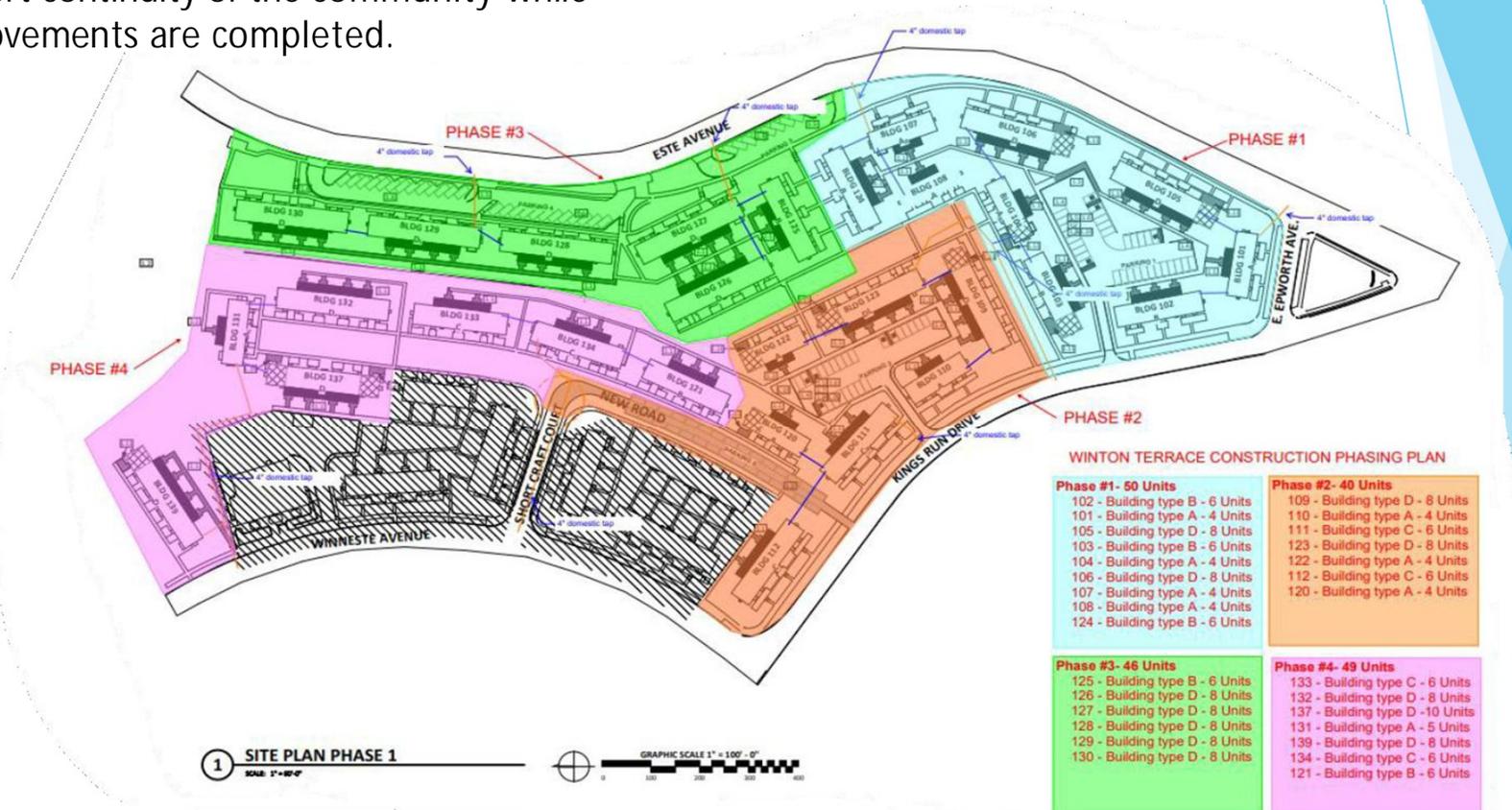


Existing Layout

Proposed Redesign

Phasing Strategy

Construction will be implemented in phases to support continuity of the community while improvements are completed.



Este, Winneste Craft and Kings Run Dr.

Timeline

March 2026

- OHFA Meeting
- Cost cap waiver request due to age of buildings, historic rehabilitation, and rear building addition

June / July 2026

- 4% LIHTC Application

November 2026

- RAD & Financial Closing

December 2026

- Start of Construction

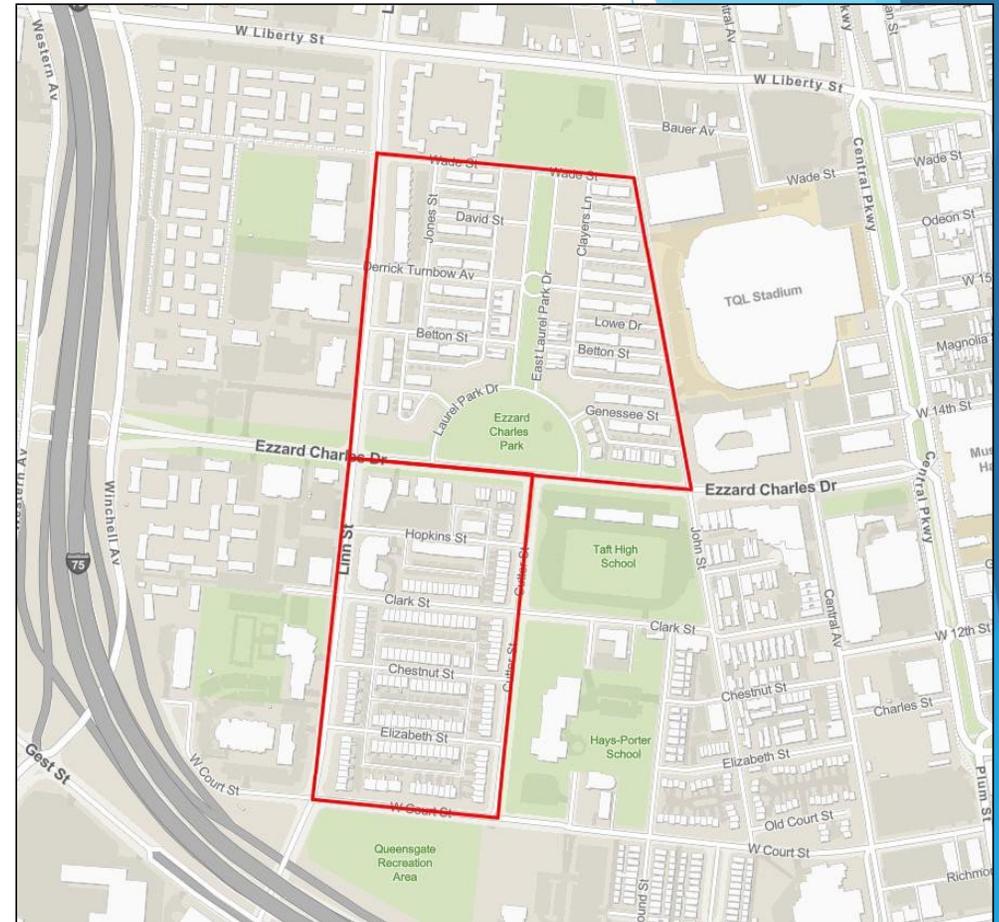
City West



City West Redevelopment

City West is a large, multi-phase residential community in Cincinnati undergoing a coordinated repositioning effort. The strategy focuses on reinvesting in retained housing assets and establishing a clear, long-term path for affordability and operational stability.

- Rehabilitation of the renamed "Linn Street Exchange"
- Sale of Laurel 2 & 4
- Partnership between CMHA and Gorman & Company for the balance of the site.



Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.

Repositioning of Linn Street Exchange

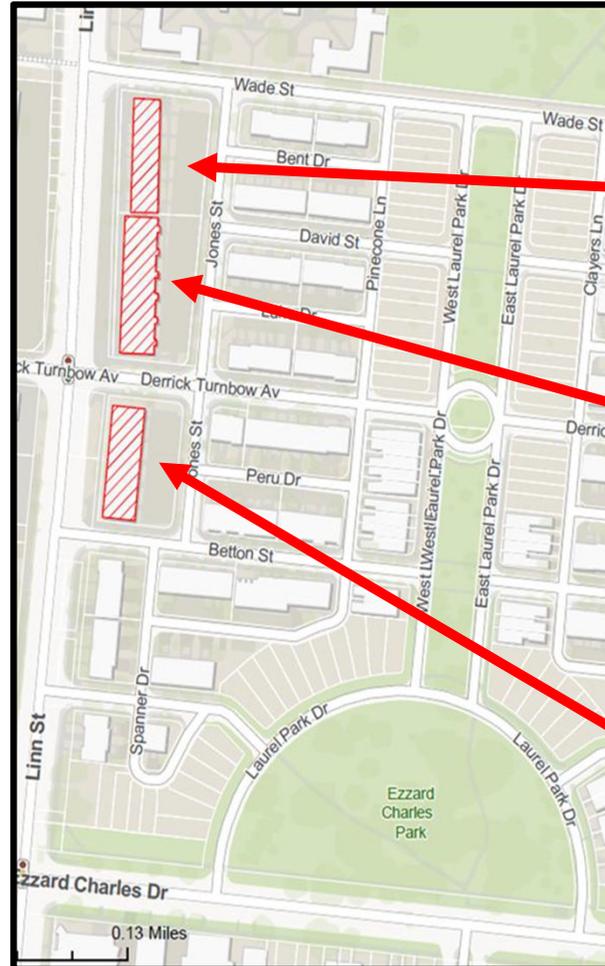
Linn St. Exchange – City West

62-Unit Repositioning | West End

- 62 existing units carved out of City West
- Estimated \$18.8M TDC
- 100% affordable – PBRA via RAD
- 1BR (34) / 2BR (28)
- Buildings constructed 2006
- Located on Linn Street, adjacent to Stanley Row
- CMHA as developer and owner
- Oberer Management Services to manage post-rehab

Status

- 4% LIHTC / HDAP application submitted
- OHFA threshold & financial review underway



Linn St. Exchange – Commercial Bays

Ground-Floor Commercial Repositioning

- 30 total commercial bays
- 15 currently occupied, 15 vacant
- Some of the retail space was damaged due to roof leaks.
- Vacant units will be cleaned and prepped prior to residential closing (June/July 2026)

Repositioning Strategy

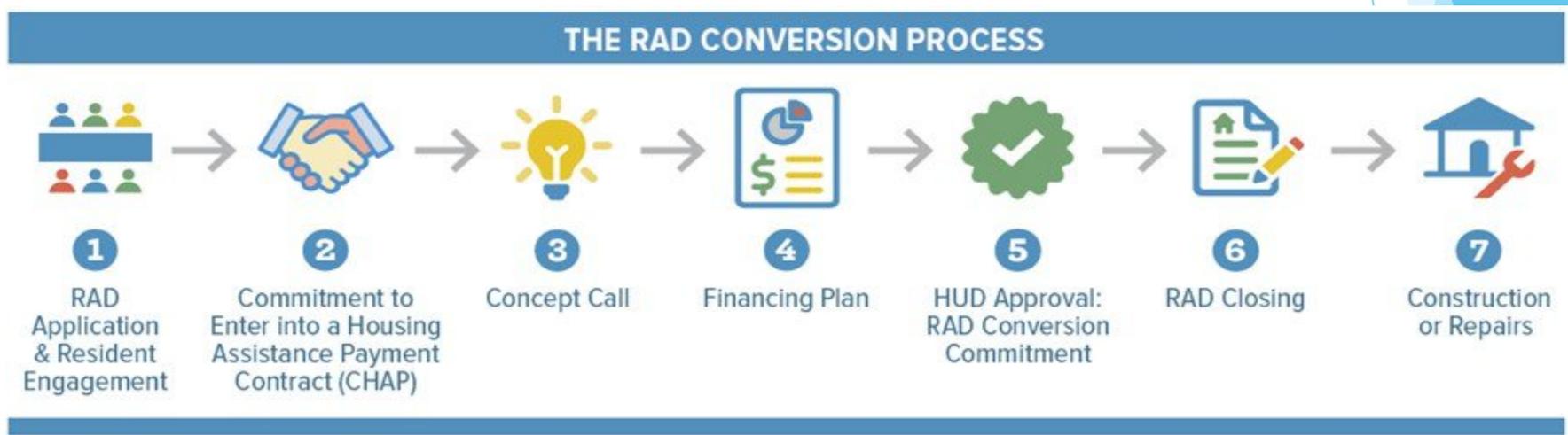
- Roof work to begin first (March 2026)
- Interior bay work to follow (2–3 months after roof start)
- All commercial work completed in coordination with residential closing (July 2026)
- New marketing and leasing firm selected to fill the bays (May 2026)
- Targeted uses include neighborhood-serving retail and service businesses



Resident Meetings Held

Meetings Held So Far:

- October 23, 2024: Introducing the RAD process
- October 24, 2024: introducing the RAD process
- August 21, 2025: Third meeting to share project updates and feedback
- November 20, 2025: Resident update on the progress on Linn Street and City West



What's Next

- Financial closing expected in June/July 2026
- Construction start by August 2026
- Estimated construction period – 12 months
- Bi-monthly update meetings will resume three months before construction begins

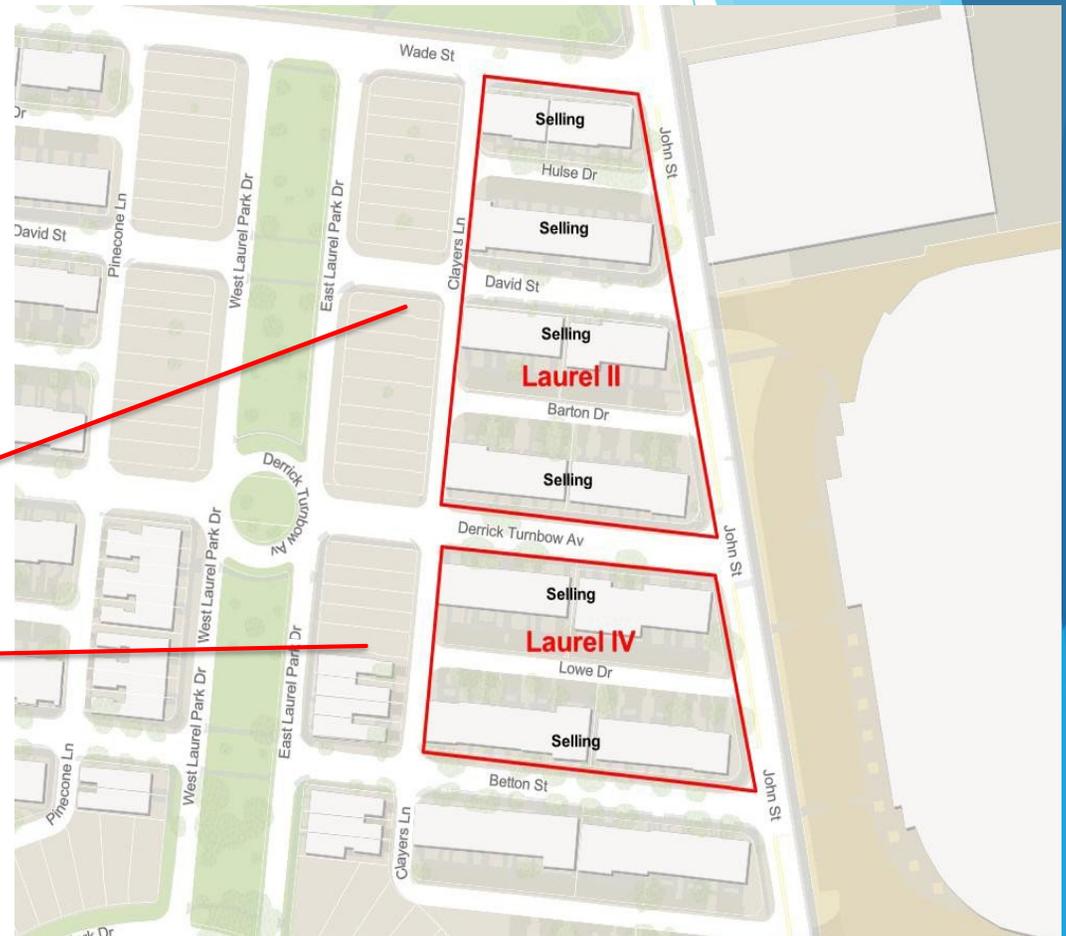


Sale of Laurel 2 & 4

Asset Sale

As part of the overall rehabilitation strategy, the sale of select City West phases is required to resolve legacy debt and enable reinvestment in the remaining housing assets.

- Sale of Laurel Phases II and IV is necessary to address existing mortgage debt and to help reinvest into other sections of City West
- Disposition will comply with HUD requirements and protect resident rights



Unit Type in LAUREL II AND IV



AS OF 10/31/2025

Relocation

If relocation becomes necessary, CMHA and the City of Cincinnati are committed to providing relocation benefits to all residents who are affected by the sale.

If relocation is necessary, residents will receive the following benefits:

1. Advisory Services
2. Cost of moving expenses will be covered at a standard rate

ALL Residents affected by the sale will have the opportunity to remain in the West End if relocation is required.

When the relocation process begins, we will have additional resident meetings to provide more information.

City West Repositioning Resident Meetings

November 19 & 21, 2025

- First meetings focused on the City West repositioning effort
- Introduced the development partner and overall project approach
- Provided an overview of potential phases, property sale and next steps

January 21 & 22, 2026

- Follow-up resident meetings on the repositioning plan
- Shared updated information on disposition areas and future phases
- Answered resident questions and discussed upcoming steps

Contact information to ask questions -
You may email citywestinfo@cintimha.com to ask
questions.

Please visit <https://cintimha.com/city-west-frequently-asked-questions/> to view FAQs, Updates and Presentations

Redevelopment of City West

Site & Community Context

City West is a housing site developed over multiple phases.

- A total of 519 units will remain to be rehabilitated after the sale of Laurel II and IV and the redevelopment between the Laurels and Lincolns.
- Multiple original development phases across a single site
- Mix of building types, ages, and conditions

Anticipated Community Benefits

- Modernized, energy-efficient homes
- Improved open space and community areas
- Enhanced accessibility and safety features
- Long-term affordability for current and future residents



Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.

Existing Conditions & Drivers

The buildings and site have served residents over time but now require comprehensive reinvestment to remain viable.

- Building systems and components approaching the end of service life
- Exterior and site elements requiring coordinated replacement
- Incremental repairs alone are no longer sufficient



Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.

Scope of Work

The repositioning includes comprehensive upgrades across units, buildings, and site infrastructure.

- Renovation of kitchens, bathrooms, flooring, and interior finishes
- Replacement of windows, roofs, siding, decks, and railings
- New HVAC equipment and updated plumbing and electrical fixtures
- Site improvements including sidewalks, drive aisles, security, and landscaping

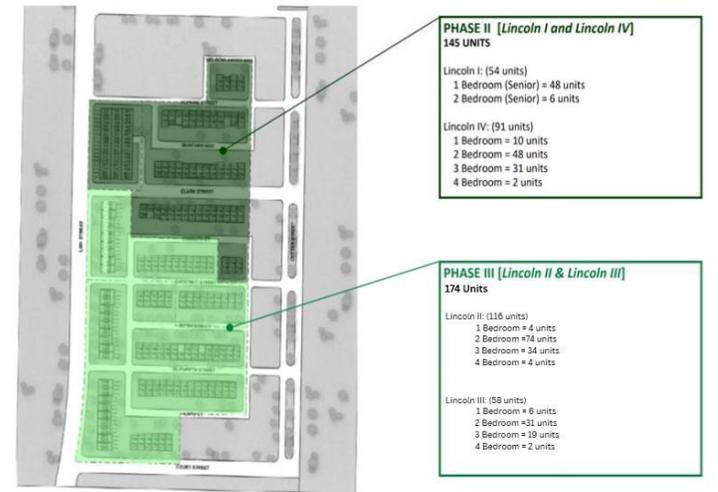
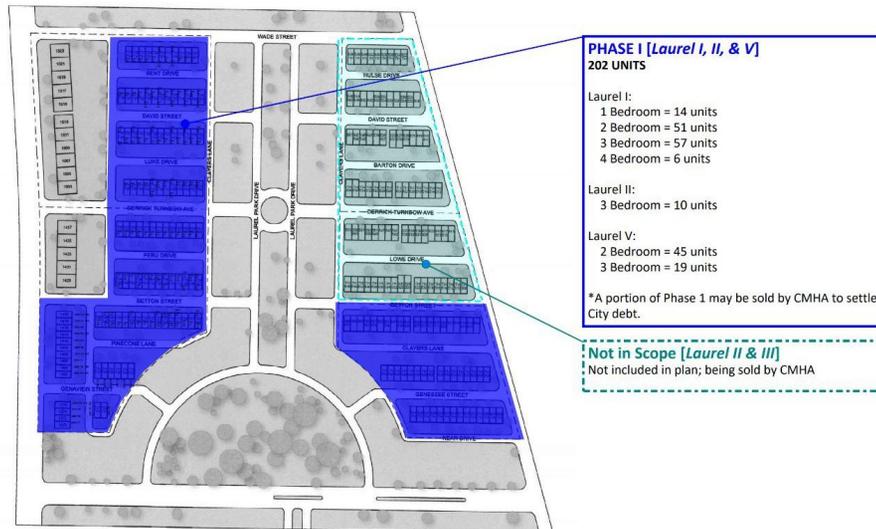


Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.

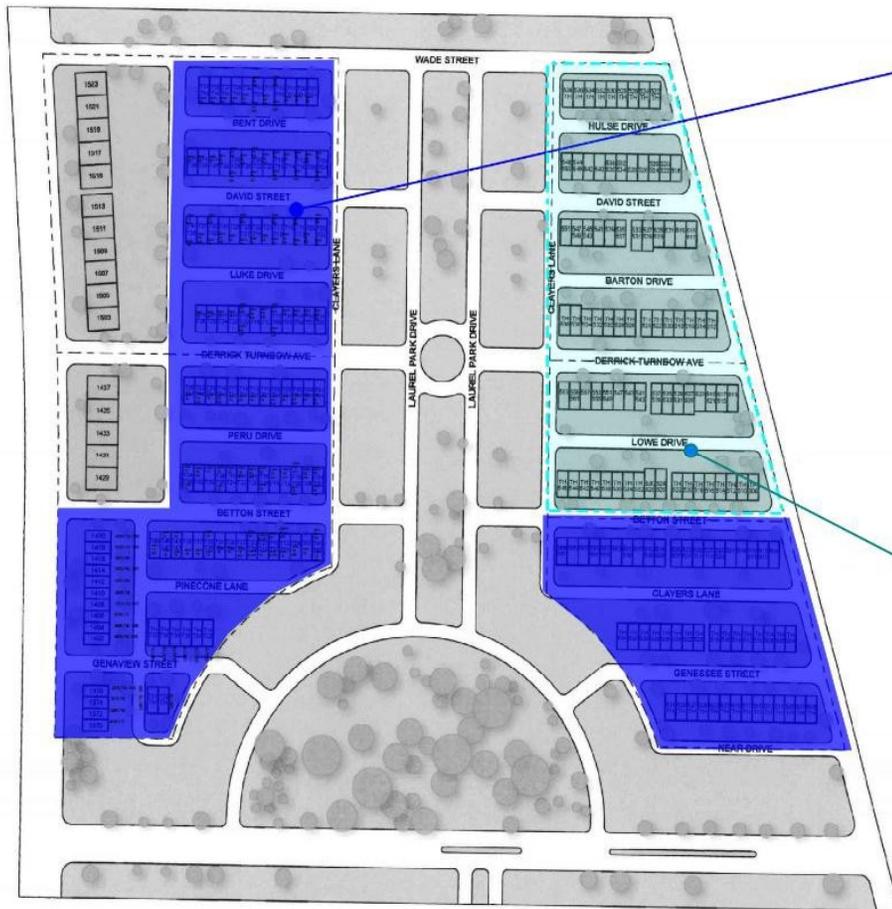
Phasing Strategy

The City West redevelopment is structured into multiple phases to allow reinvestment while managing complexity.

- Three-phase overall strategy
- Each phase focuses on renovation and repositioning of retained units as shown below:



Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.



PHASE I [Laurel I, II, & V]
202 UNITS

Laurel I:
 1 Bedroom = 14 units
 2 Bedroom = 51 units
 3 Bedroom = 57 units
 4 Bedroom = 6 units

Laurel II:
 3 Bedroom = 10 units

Laurel V:
 2 Bedroom = 45 units
 3 Bedroom = 19 units

*A portion of Phase 1 may be sold by CMHA to settle City debt.

Not in Scope [Laurel II & III]
 Not included in plan; being sold by CMHA

Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.



PHASE II [Lincoln I and Lincoln IV]
145 UNITS

Lincoln I: (54 units)
 1 Bedroom (Senior) = 48 units
 2 Bedroom (Senior) = 6 units

Lincoln IV: (91 units)
 1 Bedroom = 10 units
 2 Bedroom = 48 units
 3 Bedroom = 31 units
 4 Bedroom = 2 units

PHASE III [Lincoln II & Lincoln III]
174 Units

Lincoln II: (116 units)
 1 Bedroom = 4 units
 2 Bedroom = 74 units
 3 Bedroom = 34 units
 4 Bedroom = 4 units

Lincoln III: (58 units)
 1 Bedroom = 6 units
 2 Bedroom = 31 units
 3 Bedroom = 19 units
 4 Bedroom = 2 units

Ezzard Charles Dr., Laurel Park Dr., Wade St., and Linn St.

Potential Phases and Timelines:

The City West rehabilitation and conversion plan will be broken into three phases:

1. City West Phase I, 202 units: Laurel V (64 units) + Laurel I (138 units)

Development Schedule

<i>Q2 2026</i>	LIHTC application
<i>Q3 2026</i>	LIHTC award
<i>Q2 2027</i>	Financial closing
<i>Q3 2028</i>	Construction complete

2. City West Phase II, 145 units: Lincoln I (54 units) + Lincoln IV (91 units)

Development Schedule

<i>Q2 2027</i>	LIHTC application
<i>Q3 2027</i>	LIHTC award
<i>Q2 2028</i>	Financial closing
<i>Q3 2029</i>	Construction complete

3. City West Phase III, 172 units: Lincoln III (58 units) + Lincoln II (114 units)

Development Schedule

<i>Q2 2028</i>	LIHTC application
<i>Q3 2028</i>	LIHTC award
<i>Q2 2029</i>	Financial closing
<i>Q3 2030</i>	Construction complete

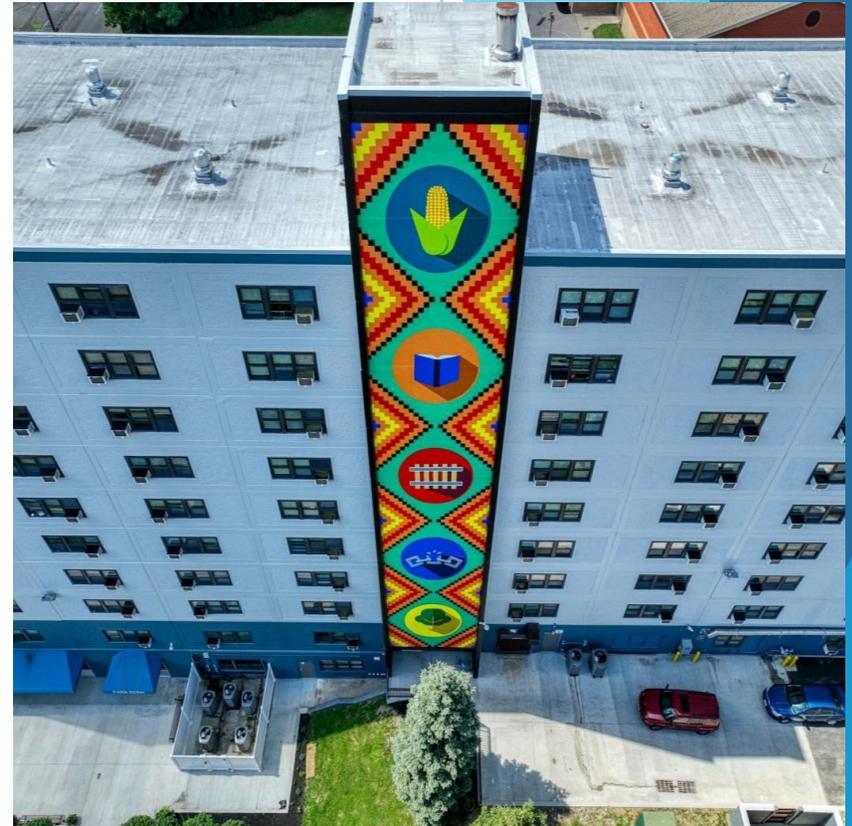
What's Needed

- Continued partnership with the City and other funders
- Sale of Laurel 2 and Laurel 4 to retire existing mortgage debt
- Remaining funds will be used to help fund remaining phases of City West

Completed Projects

RAD Units Delivered

Property	Number of Units Converted	Closing Date
Baldwin Grove	40	6/29/2016
Sutter View	86	6/26/2019
Evanston	100	11/21/2019
Pinecrest	190	6/29/2020
Park Eden	176	8/17/2020
Horizon Hills	32	11/22/2021
Marianna Terrace	74	2/8/2022
Riverview San Marco	131	7/20/2023
Marquette Manor	140	12/18/2024
Beechwood	149	2/19/2025
TOTAL UNITS CONVERTED	1,118	



Bennett Point

Project Summary:

- Units/ Buildings: 56 units/2 Buildings
- Location: Pendleton Neighborhood
- Program: 9% LIHTC
- Closing: November 2023
- Total Development Cost: \$21M



528 & 600 East 12th St., Cincinnati, OH 45201

Logan Commons

Project Summary:

- Units/ Buildings: 42 units, 1 Building
- Location: Over-the-Rhine
- Program: 9% LIHTC
- Closing: June 2025
- Total Development Cost: \$14.4M



1712 Logan St., Cincinnati, OH 45202

Past RAD Rehabs

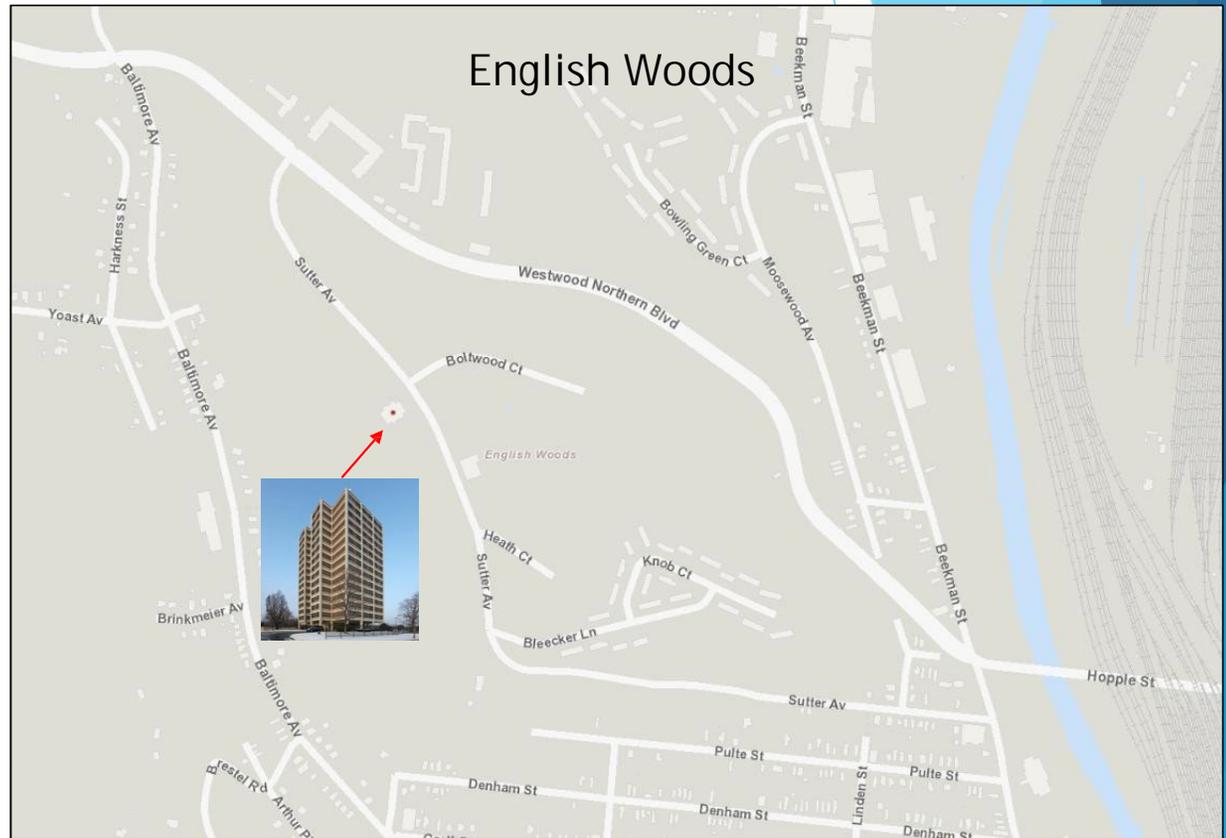


Current Projects

Marquette Manor

Project Summary:

- Units / Buildings: 140 units, 1 building
- Location: English Woods
- Program: RAD conversion
- Estimated Completion: June 2026
- Total Development Cost: \$50M



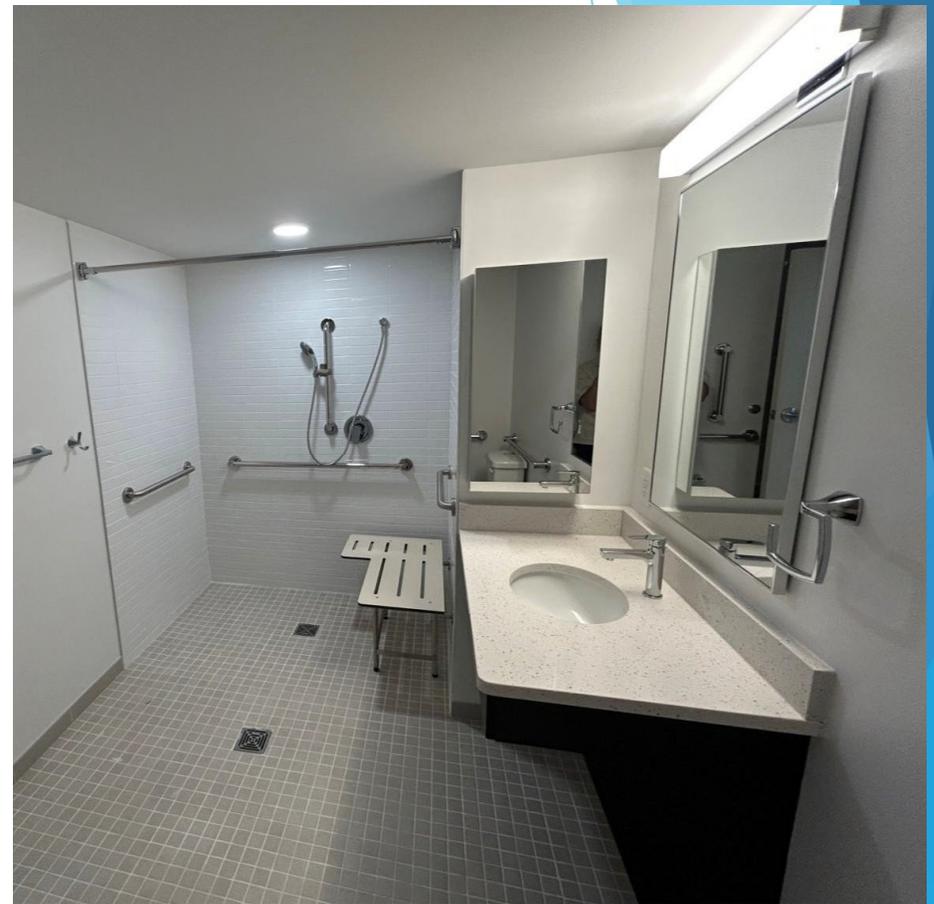
1999 Sutter Ave, Cincinnati, OH 45225

Marquette Manor



1999 Sutter Ave, Cincinnati, OH 45225

Marquette Manor

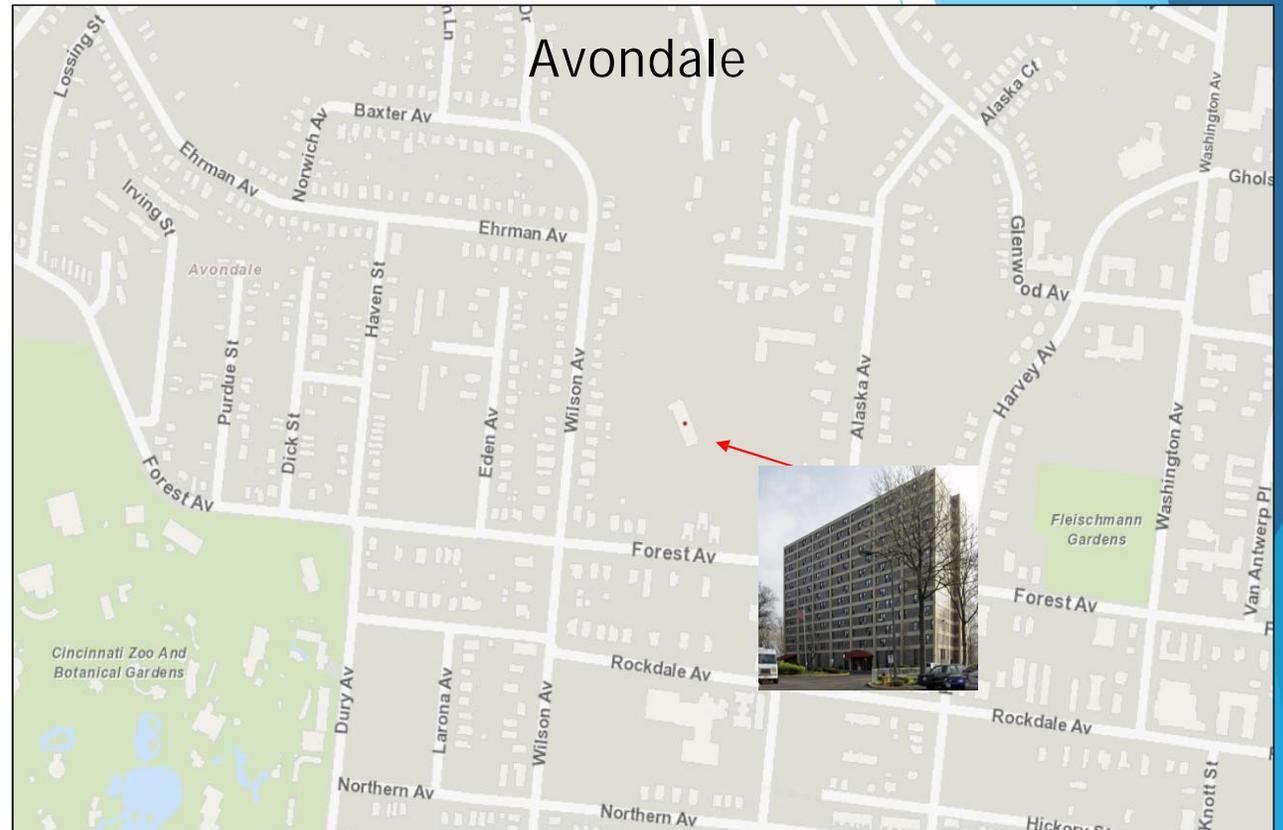


1999 Sutter Ave, Cincinnati, OH 45225

Beechwood

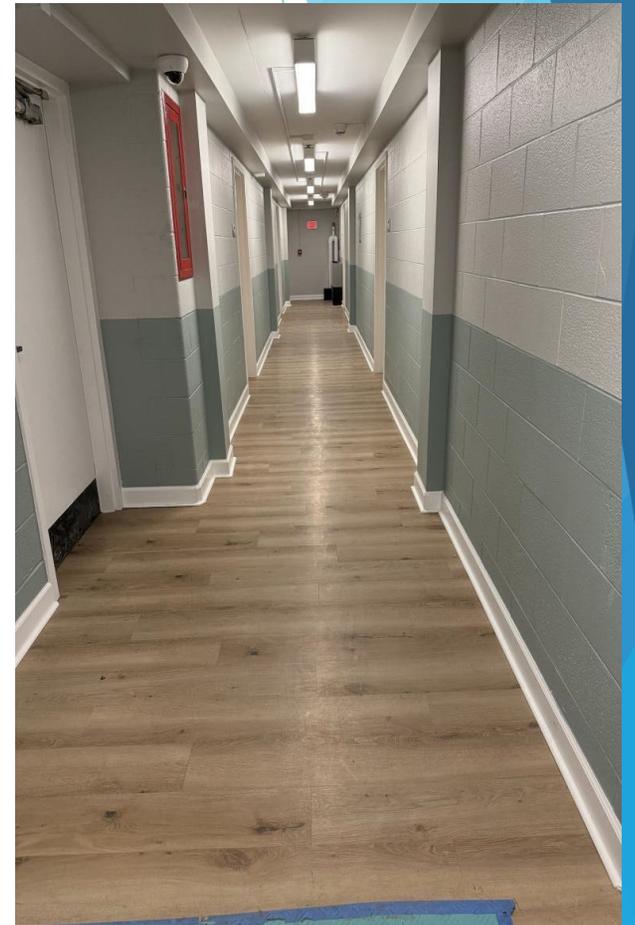
Project Summary:

- Units / Buildings: 149 units, 1 building
- Location: Avondale
- Program: RAD conversion
- Estimated Completion: July 2026
- Total Development Cost: \$49.7M



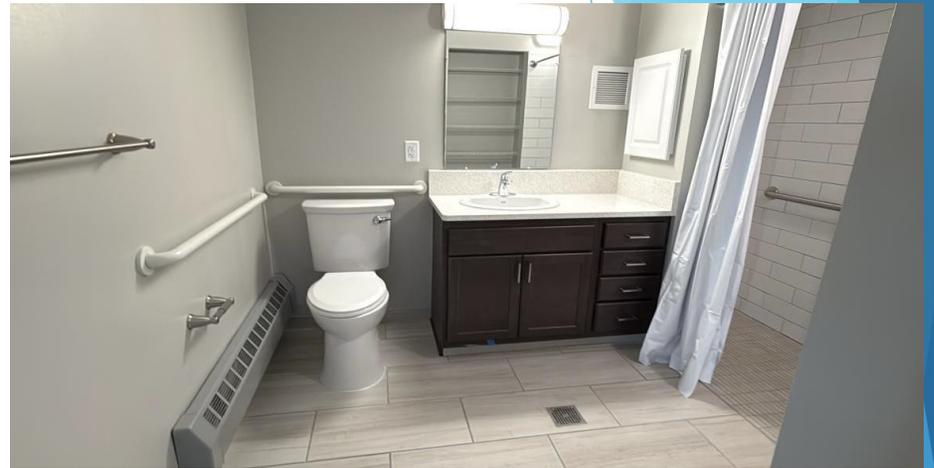
330ForestAve.Cincinnati,OH 45229

Beechwood



330ForestAve., Cincinnati, OH 45229

Beechwood



330ForestAve., Cincinnati, OH 45229

Pipeline Projects

Stanley Rowe Townhomes – 9% LIHTC

9% LIHTC Program

- 9% LIHTC is Ohio's most competitive affordable housing funding source.
- Awards are driven by OHFA's scoring and competition is intense and highly place-based.

Why Stanley Rowe Is Well-Positioned

- Stanley Rowe's census tract ranks 3rd-highest in our competitive region scoring.

Timeline

- Application Due: February 2026
- Awards Announced: Late May / Early June 2026



Lockhurst, Poplar and W Liberty St. Cincinnati, OH

Stanley Rowe Townhomes – 9% LIHTC



Lockhurst, Poplar and W Liberty St. Cincinnati, OH

Stanley Rowe Townhomes – Unit Profile

Site & Unit Profile

- 65 units, all 3BR / 1BA
- 2-story townhomes

Scope of Work

- Full gut rehab
- New kitchens
- New bathrooms
- New flooring
- Upgraded electrical, plumbing
- New HVAC – furnaces, water heaters, central AC
- New windows, doors, finishes
- Washer/dryer hookups in every unit
- Exterior/site work – new roofs, siding, sidewalks, patios, parking, lighting, landscaping.
- Heavy focus on exteriors

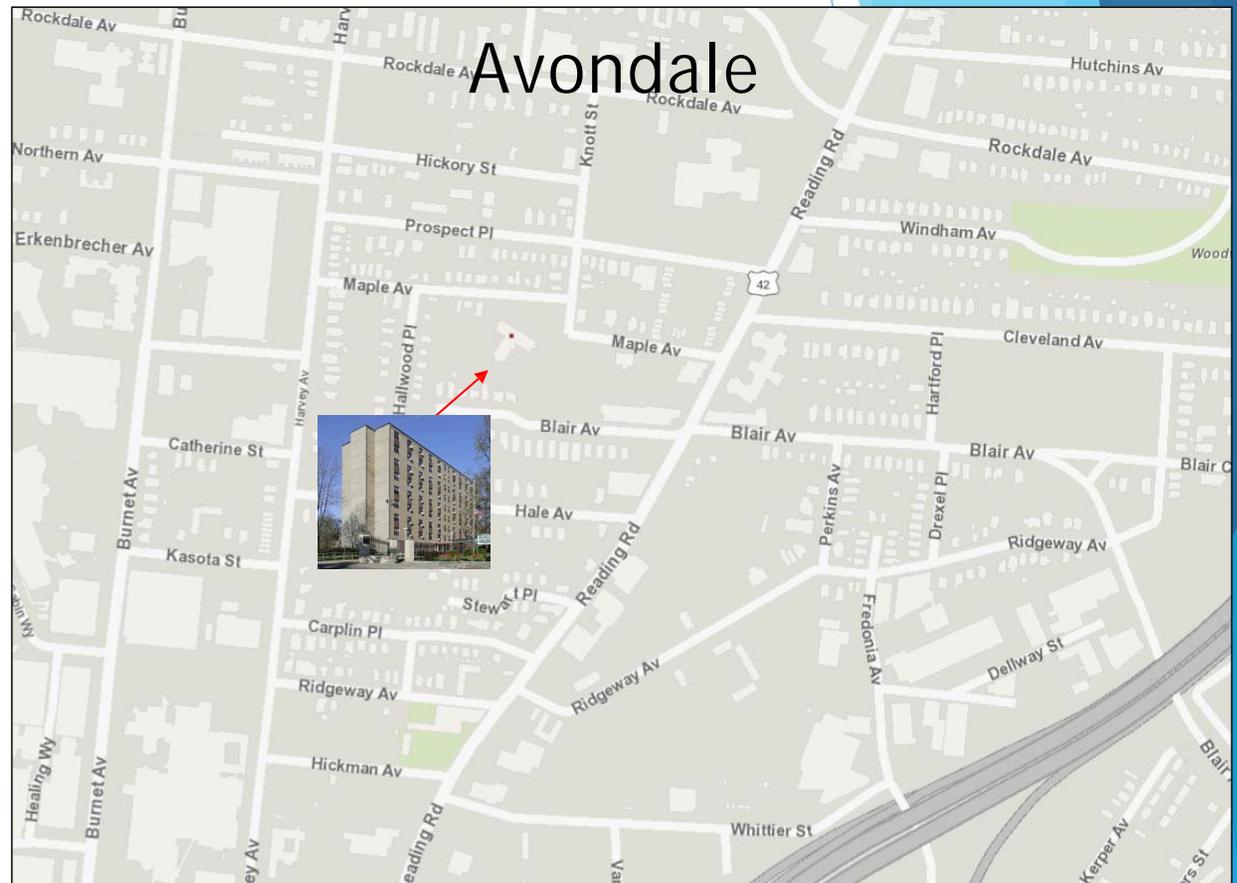


Lockhurst, Poplar and W Liberty St. Cincinnati, OH

Pipeline – Maple Tower

Project Summary:

- Units/ Buildings: 120 units, 1 building
- Location: Avondale neighborhood
- Program: RAD conversion
- Estimated Closing: May 2026
- Estimated Total Development Cost: \$34M

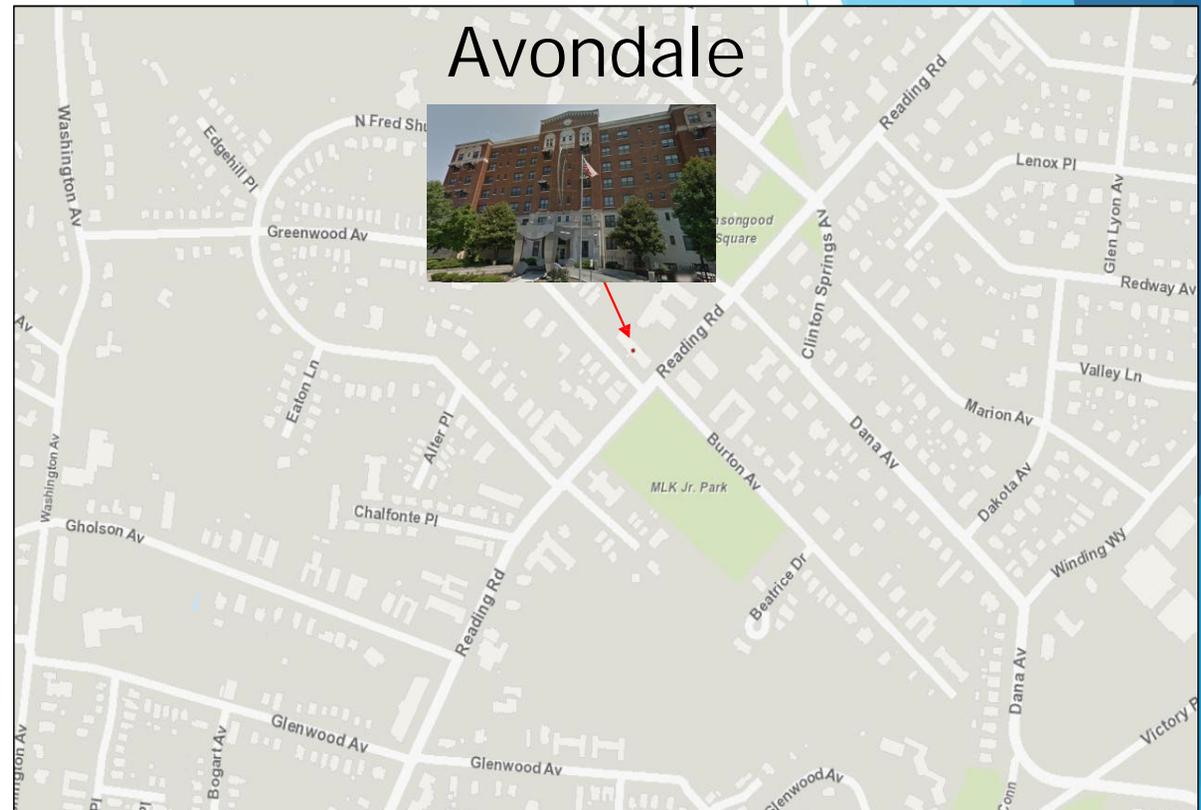


601 Maple Ave. Cincinnati, OH

Pipeline – The President

Project Summary:

- Units/ Buildings: 96 units, 1 building
- Location: Avondale
- Program: RAD conversion
- Estimated Closing: July 2026
- Estimated Total Development Cost: \$35.3M

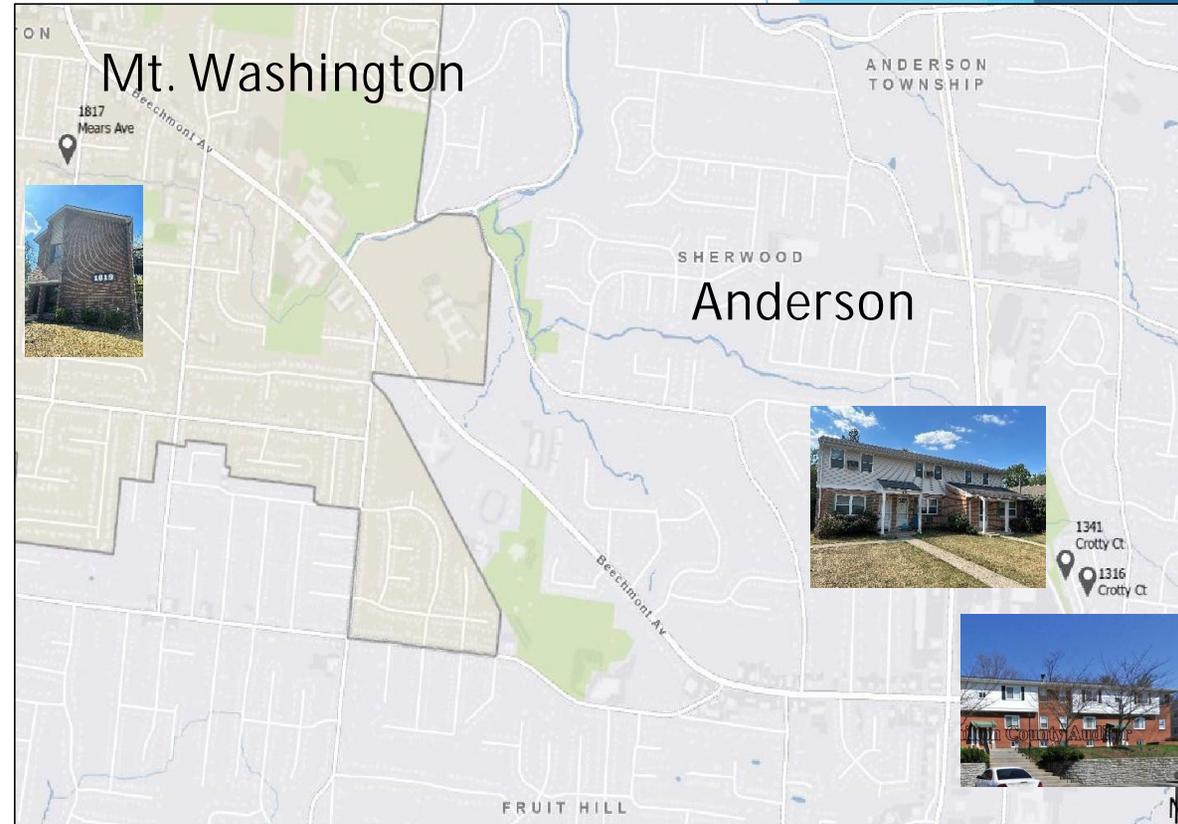


784 Greenwood Ave, Cincinnati OH

Crotty and Mears

Project Summary:

- Units/ Buildings: 27 units, 3 Buildings
- Location: Anderson and Mt. Washington
- Program: RAD Conversion
- Estimated Closing: August 2026
- Total Development Cost: \$2.3M

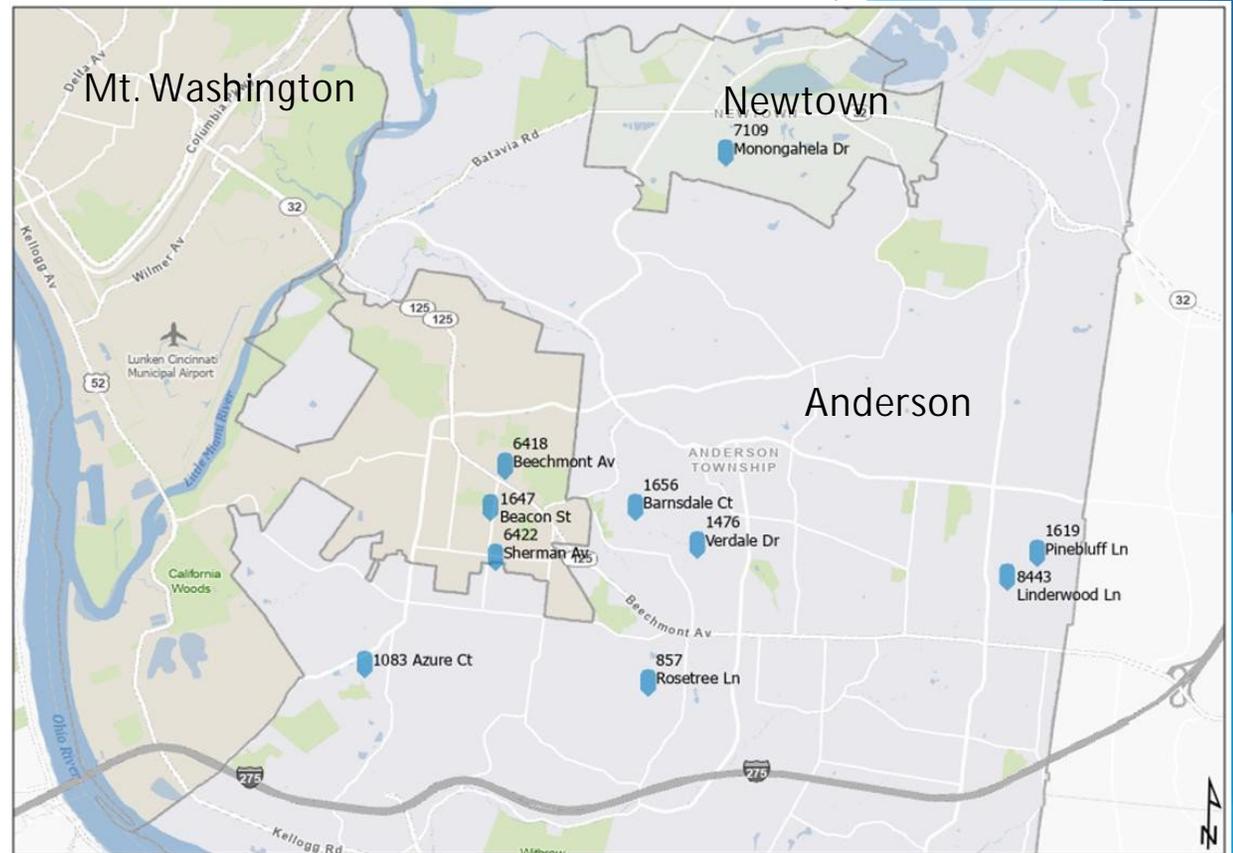


1316, 1341 Crotty Court and 1819 Mears. Cincinnati, OH

Anderson 15

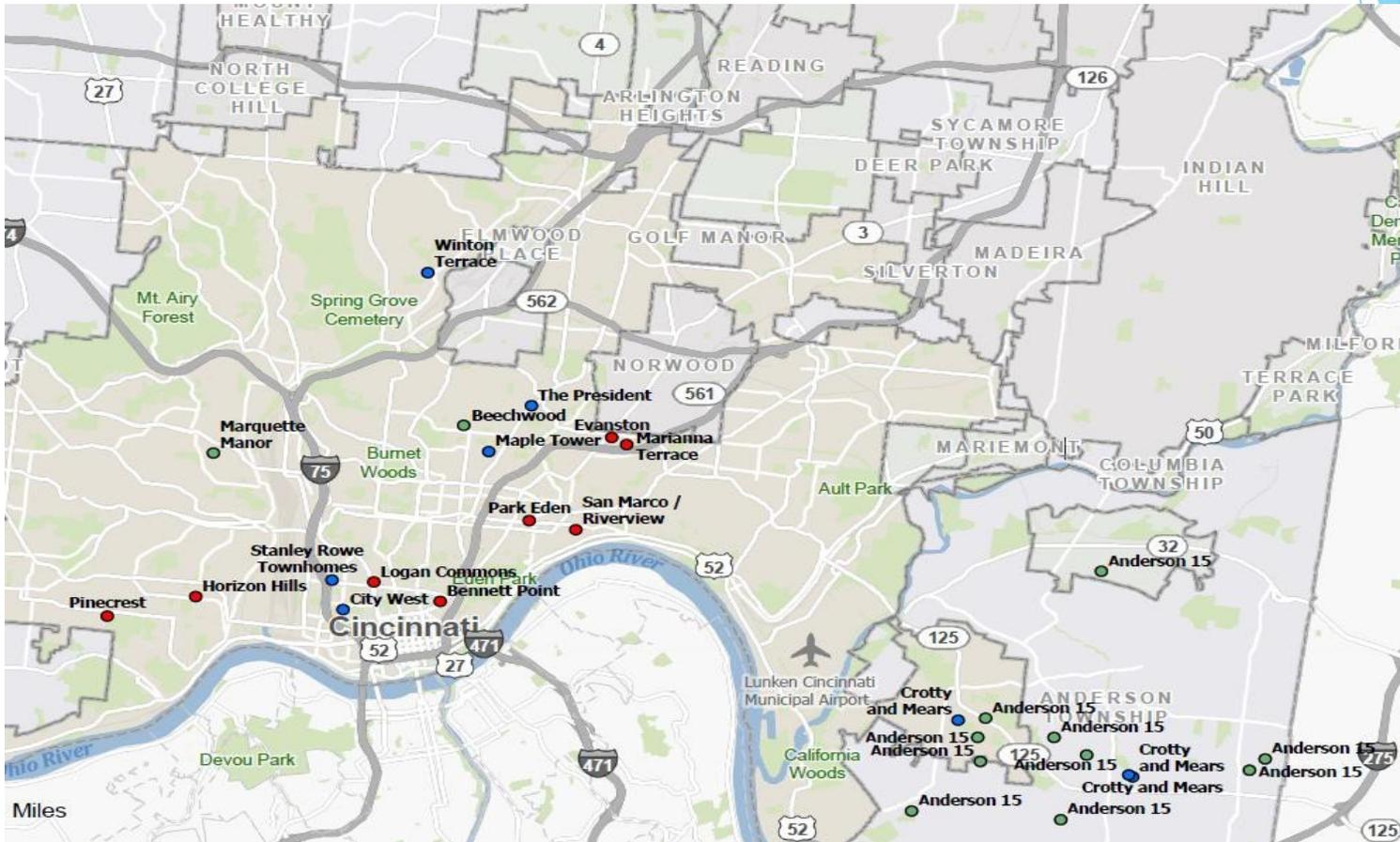
Project Summary:

- Units/ Buildings: 15 units, 10 Buildings
- Location: Anderson, Newtown, Mt. Washington
- Total Development Cost: \$2M
- Scope: Foundation repairs; HVAC, plumbing, and electrical upgrades; roof and siding replacements; exterior improvements; kitchen and bathroom renovations; new flooring, cabinets, countertops and site improvements.



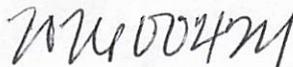
Newtown, Anderson and Mt. Washington

CMHA RAD Developments within Cincinnati and Hamilton





QUESTIONS?


Date: February 11, 2026

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor 
Subject: **Emergency Ordinance - William Mallory Way Notwithstanding Ordinance**

Transmitted herewith is an emergency ordinance captioned as follows:

RENAMING Bank Street to William L. Mallory, Sr. Street in the West End neighborhood of the City of Cincinnati notwithstanding Council Resolution No. 16-2003, any Committee of Names conflicting rules and regulations, or any provision of the Cincinnati Municipal Code that would prohibit a street name that is similar to another street name outside the City of Cincinnati but within Hamilton County; **MODIFYING** Chapter 507, "One-Way Streets," of the Cincinnati Municipal Code by **AMENDING** Sections 507-1-C6, "Colerain Avenue, south from Brighton Lane to Bank Street," 507-1-W4, "Western Avenue, south from Bank Street to Gest Street," and 507-1-W7, "Winchell Avenue, north from Lincoln Park Drive to 125 feet north of Bank Street," to reflect the name change of Bank Street to William L. Mallory, Sr. Street.

EESW/JRS(dbr)
Attachment
4902-6882-9064

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. _____

- 2026

RENAMING Bank Street to William L. Mallory, Sr. Street in the West End neighborhood of the City of Cincinnati notwithstanding Council Resolution No. 16-2003, any Committee of Names conflicting rules and regulations, or any provision of the Cincinnati Municipal Code that would prohibit a street name that is similar to another street name outside the City of Cincinnati but within Hamilton County; **MODIFYING** Chapter 507, "One-Way Streets," of the Cincinnati Municipal Code by **AMENDING** Sections 507-1-C6, "Colerain Avenue, south from Brighton Lane to Bank Street," 507-1-W4, "Western Avenue, south from Bank Street to Gest Street," and 507-1-W7, "Winchell Avenue, north from Lincoln Park Drive to 125 feet north of Bank Street," to reflect the name change of Bank Street to William L. Mallory, Sr. Street.

WHEREAS, William Leslie Mallory was born on October 4, 1931, in Cincinnati, Ohio, and grew up in Cincinnati's West End neighborhood; and

WHEREAS, in 1965, William L. Mallory was elected president of the West End Community Council; and

WHEREAS, in 1966, William L. Mallory was elected to the Ohio House of Representatives, the beginning of a 28-year career in the Ohio legislature. Eight years later, he was elected Majority Floor Leader, the first African American to hold that position. He retired in 1994 holding the record for being the longest serving majority leader in Ohio's history and the longest serving Ohio representative from Hamilton County; and

WHEREAS, during his service in the General Assembly, Rep. Mallory sponsored or co-sponsored more than 600 pieces of legislation, including legislation creating the first state-wide drug prevention program, the Urban Minority Alcohol Drug Outreach Program (UMADOP). His legislation also helped to finance the Riverfront Stadium and Fountain Square South in Cincinnati and created the home furlough program for non-violent prisoners upon their release from prison; and

WHEREAS, in 1986, Rep. Mallory filed a lawsuit charging discrimination in the election of judges on a countywide basis. As a result, fourteen judicial districts were established, making it easier for African American candidates to win seats in the Hamilton County Municipal Court; and

WHEREAS, in Cincinnati, Rep. Mallory played a major role in the creation of a publicly owned transit system, now known as Metro, by serving as co-chairman of the Citizen's Transportation Committee. Later during a 36-day bus strike, he and his wife organized a carpool to transport workers and students in the West End to their jobs and schools throughout the city; and

WHEREAS, Rep. Mallory also worked to create the Cincinnati Human Relations Commission which replaced the Mayor's Friendly Relations Committee. Rep. Mallory was influential in locating the Queen City Vocational School in the West End and for creating the first community housing development corporation which built Uptown Towers; and

WHEREAS, on the national level, Rep. Mallory was appointed to the National Highway Safety Advisory Committee by President Jimmy Carter and to the Intergovernmental Policy Advisory Committee by President Bill Clinton; and

WHEREAS, Rep. Mallory over his illustrious career won many awards for his support of education, senior citizens, drug prevention and treatment, and reentry issues. Two of his notable awards include the City Manager's Award for his contributions to the City of Cincinnati, and the Martin Luther King Dream Keeper award; and

WHEREAS, Central State University awarded him an honorary Doctorate of Law degree in 1972, the first one given to an alumnus. He was also inducted into Central State University's Hall of Fame and has a street named in his honor on the campus; and

WHEREAS, in 2003, Rep. Mallory was chosen in a survey by the WCIN Radio Station as one of the fifty most influential African Americans of the past fifty years; and

WHEREAS, in 2008, Rep. Mallory was honored by the Cincinnati USA Regional Chamber as a Great Living Cincinnatian, and in 2009 he received the Triumph Award from the Emanuel Community Center. The Mallory Family was honored by the Visiting Nurses Association of Greater Cincinnati and Northern Kentucky in 2010; and

WHEREAS, in his political career, Rep. Mallory's accomplishments included serving as chairman of the House Select Committee on Technology and as vice-chairman of the House Committee on Health Care Reform. He was co-chairman of the Hamilton County Democratic Party and president of the Black Elected Democrats of Ohio; and

WHEREAS, after his retirement, Rep. Mallory engaged in numerous causes. He founded the Mallory Center for Community Development, a non-profit agency in Cincinnati, as well as the African American Historical Ball, an annual event honoring great African Americans; and

WHEREAS, Rep. Mallory and his wife, Fannie Mallory, created a strong, committed family. While in college, Rep. Mallory met his wife, Fannie. They married in 1955 and had six children, all successful in the community. The Honorable William Mallory, Jr. and The Honorable Dwayne Mallory are current judges in the Hamilton County Municipal Court. The Honorable Mark Mallory is a former Mayor of the City of Cincinnati, and Dale Mallory served in the Ohio General Assembly, representing the 32nd Ohio House District. Joe Mallory is the immediate past president of the Cincinnati NAACP, former Vice Mayor of Forest Park, Ohio, and former Election Administrator with the Hamilton County Board of Elections. Leslie Denise Mallory, who passed in October 2025, was a sales representative for the Ohio Lottery; and

WHEREAS, Rep. Mallory passed in Cincinnati on December 10, 2013; and

WHEREAS, William L. Mallory, Sr. Street is not an existing street name in the City of Cincinnati; and

WHEREAS, petitions to rename streets are considered pursuant to Council Resolution No. 16-2003, which calls for petitions to be reviewed by the Committee of Names and the City Planning Commission prior to approval by Council; and

WHEREAS, Council seeks to rename Bank Street to William L. Mallory, Sr. Street notwithstanding the requirements of Council Resolution No. 16-2003, the Committee of Names process and Section III. A. of the Committee of Names Procedures and Criteria, or any provision of the Cincinnati Municipal Code; and

WHEREAS, Council finds that renaming Bank Street to William L. Mallory, Sr. Street to be in the best interests of the City and the general public's health, safety, and welfare; now, therefore,

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

Section 1. That Bank Street depicted on the map attached hereto as Attachment A and incorporated herein shall be renamed William L. Mallory, Sr. Street, notwithstanding the requirements of Council Resolution No. 16-2003, the Committee of Names process and Section III. A. of the Committee of Names Procedures and Criteria, or any provision of the Cincinnati Municipal Code.

Section 2. That Sections 507-1-C6, "Colerain Avenue, south from Brighton Lane to Bank Street," 507-1-W4, "Western Avenue, south from Bank Street to Gest Street," and 507-1-W7, "Winchell Avenue, north from Lincoln Park Drive to 125 feet north of Bank Street," of the Cincinnati Municipal Code, will be amended to read as follows, upon the commencement of work for the street renaming:

Sec. 507-1-C6. - Colerain Avenue, south from the intersection of Harrison Avenue and Central Avenue ~~Brighton Lane~~ to ~~Bank~~ William L. Mallory, Sr. Street.

Sec. 507-1-W7. - Winchell Avenue, north from ~~Lincoln Park~~ Ezzard Charles Drive to 125 feet north of ~~Bank~~ William L. Mallory, Sr. Street.

Sec. 507-1-W4. - Western Avenue, south from 283 feet north of Findlay ~~Bank~~ Street to Gest Street,"

Section 3. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 3 herein, including the generation and installation of appropriate signage, in accordance with the Department of Transportation and Engineering procedures relating to street designation and related signage.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the City Administration to move forward with the administration requirements related to the street renaming to provide for the ceremony and dedication at the earliest possible time.

Passed: _____, 2026

Aftab Pureval, Mayor

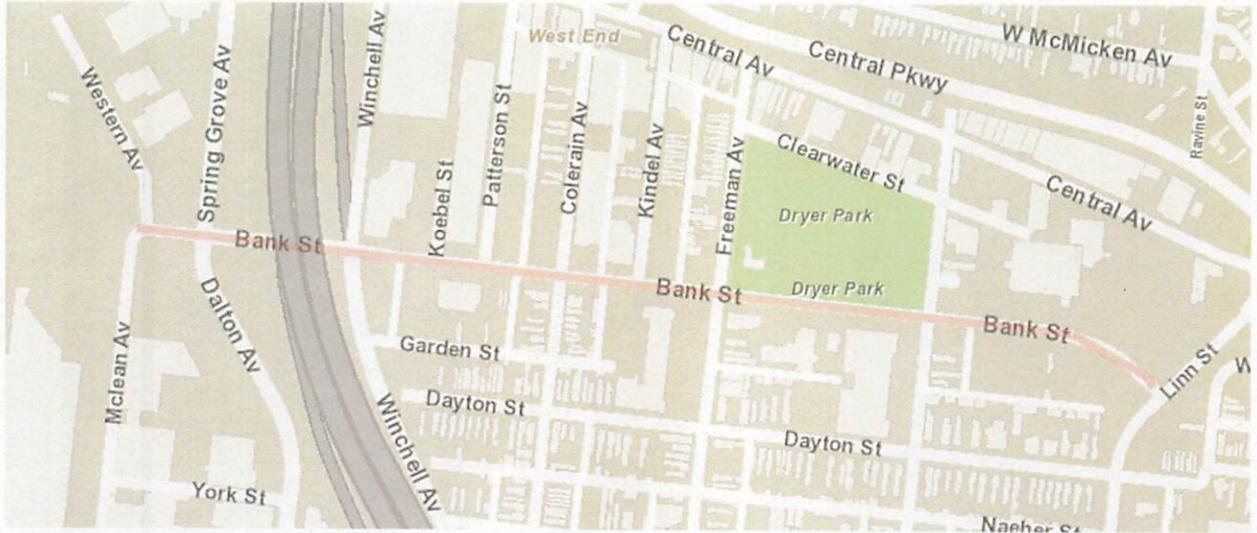
Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

ATTACHMENT A

ATTACHMENT A

Map



WU DOWE

Date: February 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Emergency Ordinance - Honorary Street Naming - Amir Jordan Way**

Transmitted herewith is an emergency ordinance captioned as follows:

DECLARING that Chickering Avenue at Este Avenue in the Spring Grove Village neighborhood shall hereby receive the honorary, secondary name of “Amir Anthony Jordan Way” in honor of Amir Anthony Jordan, a beloved son, brother, grandson, and community member whose kindness, imagination, and compassion left a lasting impact on all who knew him.

EESW/JRS(dbr)
Attachment
4901-3713-0891

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. _____

- 2026

DECLARING that Chickering Avenue at Este Avenue in the Spring Grove Village neighborhood shall hereby receive the honorary, secondary name of “Amir Anthony Jordan Way” in honor of Amir Anthony Jordan, a beloved son, brother, grandson, and community member whose kindness, imagination, and compassion left a lasting impact on all who knew him.

WHEREAS, Amir Anthony Jordan was born in Cincinnati, Ohio, in February 2005 to Shenee McClendon and Anthony Jordan; and

WHEREAS, Amir was a proud big brother, devoted grandson, and cherished friend whose warmth, humility, and compassion drew people of all ages to him, making everyone feel seen and valued; and

WHEREAS, Amir loved animals, video games, karate, cooking, and fishing with his grandfather, and his vivid imagination led him to name his gecko, “Guycola,” and his backyard training dummy, “Dave,” believing that everything deserved an identity; and

WHEREAS, Amir trained at Tang Soo Do at Miller’s Karate Studio, where he excelled, mentored younger students, and was on track to earn his black belt, earning the deep respect of his peers; and

WHEREAS, Amir graduated from Dohn Community High School in May 2024 and worked at St. Vincent De Paul, where he was known for his hard work, positive spirit, and appreciation for the unique stories behind donated treasures; and

WHEREAS, Amir gave back to his community through volunteer work with Whole Again, Flying Pig events, City Gospel Mission, and more – demonstrating his dedication to service and compassion for others; and

WHEREAS, Amir accepted Christ at age eight and was baptized at World Outreach Christian Church, where he served in the Media Ministry, exemplifying faith, creativity, and quiet leadership; and

WHEREAS, Amir was tragically struck while crossing the street at Chickering Avenue at Este Avenue; and

WHEREAS, naming the street where Amir passed in his honor will serve as a lasting tribute to a young man whose life embodied kindness, creativity, and community spirit; now, therefore,

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

Section 1. That Chickering Avenue at Este Avenue in the Spring Grove Village neighborhood shall hereby receive the honorary, secondary name of “Amir Anthony Jordan Way”

in honor of Amir Anthony Jordan to preserve his memory and his impact on his family and 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 Chickering Avenue at Este Avenue in the Spring Grove Village neighborhood as “Amir Anthony Jordan 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 Amir Anthony Jordan via the office of Vice Mayor Jan-Michele Lemon Kearney.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

February 11, 2026

To: Mayor and Members of City Council

202600453

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing CRA Tax Exemption Agreement with The Citadel at 8th, LLC

Attached is an Emergency Ordinance captioned:

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with The Citadel at 8th LLC, thereby authorizing an eight-year tax exemption for 100 percent of the value of improvements made to real property located at 114 E. Eighth Street in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 7,500 square feet of commercial office space and approximately 7,500 square feet of residential space consisting of eight residential rental dwelling units, at a total construction cost of approximately \$950,000.

STATEMENT

This project supports the City’s housing and economic stability goals by returning a currently vacant, contributing historic building in the Central Business District to productive use through mixed-use redevelopment.

The addition of new residential units will help alleviate pressure on Cincinnati’s strained housing market by increasing supply in an area experiencing rising affordability challenges due to limited availability, while preserving a historic structure. Additionally, the continued use of the lower floors as office space supports economic activity in the urban core by maintaining and expanding opportunities for future employment through additional leasable commercial space.

BACKGROUND/CURRENT CONDITIONS

The project involves the renovation of a currently vacant, four-story building located at 114 E. 8th Street in the Central Business District. The existing structure contains approximately 16,000 square feet of space. The developer proposes rehabilitating the top two floors and convert them into eight residential units totaling approximately 7,500 square feet, while retaining the bottom two floors as approximately 7,500 square feet of office space.

The project will be financed through a combination of owner equity, a private construction loan, and state historic tax credit equity. While the residential units will be market rate, the proposed rents are naturally affordable to households earning approximately 60% to 120% of Area Median Income (AMI), a level of affordability in the

urban core that is typically achieved with significant public subsidy. This project achieves that level of affordability without the use of public subsidy.

DEVELOPER INFORMATION

Citadel 8th LLC is an affiliate of Yolo Investments LLC; a development and construction services firm focused on the revitalization of historic assets within Cincinnati's urban core. The firm has demonstrated experience with historic preservation projects, including 312 W. 4th Street in the Central Business District and 700 Chalfonte Place in Avondale.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. Emergency designation is necessary to allow the developer to lock in construction pricing, close on project financing, and commence construction without delay.

Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	The Citadel at 8th
Street Address	114 E. Eighth Street
Neighborhood	Central Business District
Property Condition	Vacant Property
Project Type	Rehabilitation
Project Cost	Hard Construction Costs: \$950,000 Acquisition Costs: \$1,000,000 Soft Costs: \$61,353 Total Project Cost: \$2,011,353
Private Investment	Private Financing: \$1,530,000 Developer Equity: \$233,853 Historic Tax Credit Equity: \$247,500
Sq. Footage by Use	Residential: ~7,500 SF Commercial ~7,500 SF
Number of Units and Rent Ranges	2 Studio Unit; Rent \$1,300 4 2-BR Unit; Rent \$1,550 2 1-BR Units; Rent \$1,900 8 Total Units
Median 2-BD Rent Affordable To	Salary: \$62,000 City Job Classification: Budget Analyst, Administrative Specialist
Jobs and Payroll	Created FTE Positions: 2 Total Payroll for Created FTE Positions: \$110,000 Average Salary for Created FTE Positions: \$110,000 Construction FTE Positions: 16 Total Payroll for Construction FTE Positions: \$500,000
Location and Transit	Transit score: 48 (within a 24-hour bus route) Project is located within Central Business District
Community Engagement	No documented community engagement
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 164-168), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map

114 E 8th Street



Proposed Incentive

Incentive Terms	8-year, net 52%
Incentive Application Process	Commercial CRA – Streetcar VTICA
“But For”	Using the but for analysis the project is estimated to have a financial return at 9% without the abatement and 12% with the abatement. The project will voluntarily contribute to the VTICA the term of the abatement and preserve a historic building.
Environmental Building Certification	Not LEED certified
VTICA	Streetcar VTICA – 15%
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	N/A

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$7,211
Total Term Incentive to Developer	\$57,691
City's Portion of Property Taxes Forgone (Term)	\$0
City's TIF District Revenue Forgone (Term)	\$80,989

Public Benefit		Value
CPS PILOT	Annual	\$4,576
	Total Term	\$36,611
VTICA	Annual	\$2,080
	Total Term	\$16,642
Income Tax Total Term (Maximum)		\$28,583
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		\$81,836

Total Public Benefit ROI*	\$1.42
City's ROI**	\$0.35

* This figure represents the total dollars returned for public purposes (City/Schools/Other) over the benefit received.

**This figure represents the total dollars returned for City/ over the City's property taxes forgone.

For Reference: 2025 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$23,500	\$26,850	\$30,200	\$33,550	\$37,650	\$43,150	\$48,650	\$54,150

50%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800
60%	\$46,980	\$53,700	\$60,420	\$67,080	\$72,480	\$77,820	\$83,220	\$88,560
80%	\$62,650	\$71,600	\$80,550	\$89,450	\$96,650	\$103,800	\$110,950	\$118,100

EMERGENCY

MAH

- 2026

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with The Citadel at 8th LLC, thereby authorizing an eight-year tax exemption for 100 percent of the value of improvements made to real property located at 114 E. Eighth Street in Downtown Cincinnati, in connection with the remodeling of an existing building into approximately 7,500 square feet of commercial office space and approximately 7,500 square feet of residential space consisting of eight residential rental dwelling units, at a total construction cost of approximately \$950,000.

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

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

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

WHEREAS, The Citadel at 8th LLC (the “Company”) desires to remodel an existing building on real property at 114 E. Eighth Street located within the corporate boundaries of the City of Cincinnati into approximately 7,500 square feet of commercial office space and approximately 7,500 square feet of residential space consisting of eight residential rental dwelling units (collectively, the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain Tax Incentive Agreement effective as of April 28, 2020 (as amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent of Community Reinvestment Area projects, waived advance notice and the right to

review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$7,211; and

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

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with The Citadel at 8th LLC (the "Agreement"), thereby authorizing an eight-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 114 E. Eighth Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 7,500 square feet of commercial office space and approximately 7,500 square feet of residential space consisting of eight residential rental dwelling units, to be completed at a total construction cost of approximately \$950,000.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the "City") in substantially the form of Attachment A to this ordinance;
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code ("R.C.") Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

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

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

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and THE CITADEL AT 8TH LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 114 E. Eighth Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed to remodel a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, and has remitted with the Application the City application fee of \$1,250 made payable to the City.

- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as amended), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- R. This Agreement has been authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in

promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property into approximately 7,500 square feet of commercial office space and approximately 7,500 square feet of residential space consisting of 8 residential rental dwelling units (collectively, the "Improvements") at an estimated aggregate cost of \$950,000 to commence after the execution of this Agreement and to be completed no later than December 31, 2027; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 8 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2028 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the 8th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer,

or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

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

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

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B)(7), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.

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

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources.

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

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

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

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

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

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has (a) 1 full-time equivalent employee at the Property with a total annual payroll of \$31,200 (the “**Retained Jobs**”), and (b) no other existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Retained by Company. The Company agrees to use its best efforts to cause the Retained Jobs to be retained at the Property.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 2 full-time permanent jobs and (ii) 16 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling. In the case of the other jobs described

herein, the job creation period shall begin upon completion of remodeling and shall end 3 years thereafter, and the job retention period shall continue for the full term of the abatement.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$110,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than 30 days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of

the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

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

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements

providing for the economic equivalent of the VTICA Contribution in order to support the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

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

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

To the City:

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

To the Company:

Nadav Livne
YOLO Investments LLC
4821 Brooke Hill Court
Liberty Township, Ohio 45011

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

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In

identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

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

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

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

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

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

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

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

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

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

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

principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed

pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

THE CITADEL AT 8TH LLC,
an Ohio limited liability company

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

By: _____

Date: _____, 2026

Printed Name: _____

Title: _____

Date: _____, 2026

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

Situated in the City of Cincinnati, Hamilton County, Ohio, on Eighth Street, between Main and Walnut Street, to-wit:

Commencing at a point on the north side of Eighth Street twenty-one (21) feet west of St. Clair Street or alley, thence extending northwardly parallel with St. Clair Alley ninety-five (95) feet, thence eastwardly parallel with Eighth Street twenty-one (21) feet to St. Clair Alley, thence on said alley five (5) feet northwardly; thence westwardly parallel with Eighth Street forty-one (41) feet three (3) inches; thence southwardly parallel with St. Clair Alley one hundred (100) feet to Eighth Street; thence Eastwardly twenty (20) feet three (3) inches on Eighth Street to the place of beginning. Being a portion of Lot 143 of the United States Bank Subdivision of Outlot 23.

Property Address: 114 E. Eighth Street, Cincinnati, Ohio 45202

Auditor Parcel No.: 079-0001-0038-00

Parcel 2:

Situate in the State of Ohio, County of Hamilton and City of Cincinnati, and being all that Lot of Land in the City of Cincinnati on Eighth Street, between Main and Walnut Streets fronting on the north side of Eighth Street, twenty-one (21) feet and extending back north, ninety-six (96) feet bounded east by St. Clair Alley and bounded west by a line parallel to said Alley, designated being the east part of a subdivision of Inlot No. 143, on the map of the Bank of the United States.

Property Address: 114 E. Eighth Street, Cincinnati, Ohio 45202

Auditor Parcel No.: 079-0001-0039-00

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

4923-2494-2214, v. 2

February 11, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202600491

Subject: Emergency Ordinance – Design Services for 1400 Walnut Block Streetscape Funding Agreement

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with Urban Sites Capital Advisors, LLC providing for a grant from the City to fund design plans and engineering services to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$87,230 from the unappropriated surplus of the Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 483x164x7400 to provide resources for streetscape improvements and other public infrastructure improvements to rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such accounts related to the design plans and engineering services to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati, to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 4-Downtown/OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

STATEMENT

Funding design, survey, and engineering services for pedestrian safety and streetscape improvements in the Over-the-Rhine neighborhood advances the City’s commitment to making the urban core safer, more walkable, and welcoming for residents, workers, and visitors. This project supports the continued revitalization of Over-the-Rhine and complements private investment associated with the Lockard Development. It also enables responsible infrastructure planning, ensuring that future public right-of-way improvements are well-designed, strategically coordinated, and responsive to the neighborhood’s current and anticipated needs.

BACKGROUND/CURRENT CONDITIONS

The City and Lockard, LLC, an affiliate of Urban Sites, are parties to a Property Sale, Funding, and Development Agreement dated December 24, 2025, regarding the real property located at 1422–1450 Walnut Street and 101 E. Liberty Street in Cincinnati’s Over-the-Rhine neighborhood (“Lockard Development”).

Pursuant to the agreement, Lockard committed to renovating several existing structures on the property and constructing a new structure that connects them. The project will result in approximately 125,000 square feet of residential space, consisting of 129 residential rental units, and approximately 3,500 square feet of commercial space, for a total construction cost of \$29,222,975.

Since the commencement of the Lockard Development, Urban Sites has informed the City of the necessity for certain streetscape, pedestrian safety, and other public right-of-way improvements immediately adjacent to the property, along the portion of Walnut Street located north of East 14th Street and south of East Liberty Street

PROJECT INFORMATION

Urban Sites will utilize the funding from this agreement for preliminary design and engineering services needed to facilitate a future streetscape project. These services include preparation of a preliminary cost estimate, topographic and boundary surveys, and a streetscape improvement plan pricing set with related construction documentation. The total cost for this element of the project will not exceed \$87,230. No funding for construction is requested at this time.

DEVELOPER INFORMATION

Urban Sites Capital Advisors, LLC is the parent entity of Urban Sites, a development, property management, and construction services firm specializing in the revitalization of historic assets in the urban core. The company has more than 25 years of development experience and are best known for their catalytic work in Over-the-Rhine and the historic Woodburn Corridor in East Walnut Hills.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency is the immediate need to allow Urban Sites to engage design and engineering service professionals to enable Urban Sites to move forward with the project as soon as possible.

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

EMERGENCY

TJL

- 2026

AUTHORIZING the City Manager to execute a Funding Agreement with Urban Sites Capital Advisors, LLC providing for a grant from the City to fund design plans and engineering services to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$87,230 from the unappropriated surplus of the Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to Department of Community and Economic Development non-personnel operating budget account no. 483x164x7400 to provide resources to facilitate future streetscape improvements and other public infrastructure improvements to rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such account related to the design plans and engineering services to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati, to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code (“R.C.”) Section 5709.40(A)(8)) that will benefit and/or serve the District 4-Downtown/OTR East District Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

WHEREAS, Urban Sites Capital Advisors, LLC (“Developer”) desires to obtain design plans and engineering services to facilitate a future streetscape improvement and public infrastructure project adjacent to a forthcoming private development project being undertaken by Lockard, LLC, an affiliated entity of Developer, located at 1422-1450 Walnut Street and 101 E. Liberty Street in the Over-the-Rhine neighborhood of Cincinnati (the “City ROW”); and

WHEREAS, Developer’s public infrastructure project will consist of obtaining designs drawings and schematic plans for future improvements to the City ROW, including concept proposals for the location and construction of future improved sidewalks, crosswalks, sidewalk lighting, utility infrastructure, and elements to increase pedestrian safety in the City ROW, at an estimated total cost of approximately \$87,230 for such pre-development costs (the “Public Infrastructure Project”), all as more fully described in the Funding Agreement attached as Attachment A hereto (the “Agreement”); and

WHEREAS, under the proposed Agreement the City will provide an \$87,230 grant to Developer to fund the Public Infrastructure Project; and

WHEREAS, pursuant to Ordinance No. 414-2002, passed on December 18, 2002, Council created the District 4-Downtown/OTR East District Incentive District (the “TIF District”) to, in part, fund “Public Infrastructure Improvement[s]” (as defined in R.C. Section 5709.40) that benefit or serve the TIF District; and

WHEREAS, the Public Infrastructure Project is located within the boundaries of the TIF District; and

WHEREAS, the proposed expenditures set forth in the Agreement are valid public improvements as they will serve the public purpose of creating jobs and other beneficial economic impacts, supporting the revitalization of the Over-the-Rhine neighborhood, improving conditions for the residents and visitors of Over-the-Rhine; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions to acquire, construct, enlarge, improve, or equip; and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment, and facilities for industry commerce, distribution, and research; and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement, or equipment of such property, structures, equipment, and facilities; and

WHEREAS, the City believes that the Public Infrastructure Project will benefit and/or serve the TIF District; is in the vital and best interests of the City and 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; and

WHEREAS, providing resources to facilitate future streetscape improvements and other public infrastructure improvements to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati is in accordance with the “Live” goal to “[c]reate a more livable community” and strategy to “[b]ecome more walkable” as described on pages 156-158 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 execute a Funding Agreement with Urban Sites Capital Advisors, LLC (“Developer”), in substantially the form attached to this ordinance as Attachment A (the “Agreement”), pursuant to which (a) Developer will obtain certain design plans and engineering services to facilitate future streetscape improvements and related public infrastructure improvements including improved sidewalks, crosswalks, sidewalk lighting, utility infrastructure, to public rights-of-way including the portion of Walnut Street located north of E. 14th Street and south of Liberty Street in the Over-the-Rhine neighborhood of Cincinnati

(collectively, such pre-development work being referred to herein as the “Public Infrastructure Project”); and (b) the City will make a \$87,230 grant to support the Public Infrastructure Project.

Section 2. That the Director of Finance is hereby authorized to transfer and appropriate \$87,230 from the unappropriated surplus of the Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to Department of Community and Economic Development non-personnel operating budget account no. 483x164x7400 to provide resources for the Public Infrastructure Project, as allowable by Ohio law and as further described in the Agreement.

Section 3. That Council hereby declares that (a) the improvements associated with the Public Infrastructure Project constitute a “Public Infrastructure Improvement” (as defined in R.C. Section 5709.40(A)(8)), that will benefit and/or serve the District 4-Downtown/OTR East District Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43; and (b) the Public Infrastructure Improvements serve a public purpose because it will support the revitalization of the Over-the-Rhine neighborhood, improving conditions for residents and visitors of Over-the-Rhine.

Section 4. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all releases, terminations, closing documents, agreements, amendments, and other instruments pertaining to the Public Infrastructure Project.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow Developer to engage design and engineering service professionals to

enable Developer to move forward with the Public Infrastructure Project as soon as possible, which will result in the stimulation of economic growth in the Over-the-Rhine neighborhood at the earliest possible date.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

FUNDING AGREEMENT

between the

CITY OF CINCINNATI,
an Ohio municipal corporation

and

URBAN SITES CAPITAL ADVISORS, LLC,
an Ohio limited liability corporation

Project Name:
Design Services for 1400 Walnut Block Streetscape

(grant of Tax Increment Financing funds for design and engineering services to facilitate a future streetscape project for the portion of Walnut Street located north of E. 14th Street and south of E. Liberty Street in the Over-the-Rhine neighborhood)

Dated: _____

FUNDING AGREEMENT

(Design Services for 1400 Walnut Block Streetscape)

This FUNDING 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, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and **URBAN SITES CAPITAL ADVISORS, LLC**, an Ohio limited liability corporation, 1140 Main Street, Cincinnati, Ohio 45202 (“**Grantee**”).

Recitals:

A. The City and LOCKARD, LLC (“Lockard”), an affiliate of Grantee, are parties to that certain a *Property Sale, Funding, and Development Agreement* dated December 24, 2025 (the “**Development Agreement**”) pursuant to which Lockard has committed to renovating several buildings and constructing a new structure connecting the existing buildings all on the real property located at 1422-1450 Walnut Street and 101 E. Liberty Street in Cincinnati’s Over-the-Rhine neighborhood (the “**Lockard Buildings**”) into approximately 125,000 square feet of residential space, consisting of 129 residential rental unit, and approximately 3,500 square feet of commercial space, for a total construction cost of \$29,222,975 to complete the revitalization of the Lockard Buildings (the “**Development**”).

B. Pursuant to the Development Agreement and in order to both assist in facilitating the Development and further the City’s goal of improving the economic and general well-being of the people in the Over-the-Rhine neighborhood of Cincinnati, the City agreed to:

- i. sell to Lockard formerly designated portions of public right-of-way including approximately 0.0012 acre portion of an unnamed alley perpendicular to Liberty Street, an approximately 0.0043 acre portion of Clay Street, and approximately 0.0100 acres of a portion of Liberty Street, all of which are to be consolidated with the Lockard Buildings parcels into a single parcel prior to commencing construction of the Development;
- ii. provide funding to Lockard in the form of two loans in the cumulative amount of \$3,700,000 from the District 4-Downtown OTR East District Incentive District to Lockard, all to facilitate the Development; and
- iii. provide a real property tax abatement for Lockard’s improvements to the Lockard Buildings pursuant to a *Community Reinvestment Area Tax Exemption Agreement* between the City and Lockard, dated _____, 20__.

C. Grantee has informed the City that the Development has necessitated certain streetscape, pedestrian improvements, and other improvements to the public right-of-way work (the “**Streetscape Improvements**”) in the area immediately adjacent to the Lockard Buildings along the portion of Walnut Street located north of E. 14th Street and south of E. Liberty Street, which is more particularly depicted in Exhibit A (Site Plan) attached hereto (the “**Area**”).

D. The City, upon Grantee’s request and at the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), has agreed to provide Grantee with funds from the City’s District 4-Downtown/OTR East District Incentive District, as further described herein, for costs related to obtaining design and engineering services related to the Streetscape Improvements, all as further described in Exhibit B (Statement of Work and Budget) attached hereto (the “**Project**”) in an amount up to but not to exceed \$87,230 (the “**Funds**”).

E. 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; in accordance with the provisions of applicable federal, state, and local laws and requirements; and is in accordance with the public purpose of upgrading streetscape and pedestrian infrastructure in the Area.

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

G. Execution of this Agreement on behalf of the City was authorized by Ordinance No. ___-202___, passed by City Council on ____, 20__, which appropriated the Funds for the Project. The City has determined that the portion of the Public Infrastructure Improvements to be paid for with the TIF Funds constitute a Public Infrastructure Improvement (as

defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 4-Downtown/OTR East District Incentive District.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall end on the date on which Grantee has satisfied all obligations to the City under this Agreement (the “**Term**”).

2. **Project.** Subject to the terms of this Agreement, Grantee shall complete the Project, as more particularly described on Exhibit B, no later than June 30, 2026 (the “**Project Completion Date**”); *provided however*, upon Grantee’s written request and at the DCED Director’s sole and absolute discretion, the City may extend the Project Completion Date by up to 6 months by providing written notice to Grantee. Under no circumstances shall Grantee use insufficient funds as the justification for requesting an extension of the Project Completion Date.

3. **Amount and Terms of Grant.** Subject to the terms and conditions of this Agreement, the City agrees to provide the Grant to Grantee from City capital funds, in an amount not to exceed \$87,230.00 (the “**Funds**”). The Funds shall be used exclusively to pay for costs itemized on Exhibit A and for no other purpose. For the avoidance of doubt, Grantee shall not use any portion of the Funds to pay for any construction, the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. The City shall disburse the Funds as described in Exhibit B (*Disbursement of Funds*) hereto.

4. **Due Diligence Materials.** Grantee shall provide the below due diligence materials to the City (the “**Due Diligence Materials**”); *provided, however*, that the City, in its sole and absolute discretion, may waive the requirement for Grantee to provide one or more of the Due Diligence Materials. Once the Due Diligence Materials have been approved by the City, Grantee shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Prior to disbursement of any Funds, among other things, Grantee shall satisfy all conditions described below.

(A) **City Pre-approval of Architects; Contractors.** Grantee must present the City with a list of proposed architects, engineers, consultants, contractors, and subcontractors for the Project, none of whom shall be identified as being debarred on lists maintained by the City or by the federal or state governments, and any contractors and subcontractor Grantee desires to hire to perform work pursuant to this Agreement must be first approved in writing by the Director of DCED prior to the performances of any such work;

(B) **Preliminary Site Plans.** Grantee must present preliminary plans and specifications for the Project including, without limitation, the preliminary project site area that is consistent with the Area shown on Exhibit A (the “**Preliminary Plans**”);

(C) **Insurance.** Grantee must have delivered proof of insurance as required by this Agreement, naming the City as an additional insured;

(D) **Budget.** Grantee must present a final itemized budget for the Project (as the same may be amended from time to time and approved by the City, the “**Budget**”), generally consistent with the budget shown on Exhibit B;

(E) **Other Information.** Grantee must present such other information and documents pertaining to Grantee or the Project as the City may reasonably require.

5. **Project Commencement.**

(A) **Commencement.** Once the City has approved the Due Diligence Materials, Grantee shall enter into a contract with subcontractors if not previously executed and shall commence work on the Project. Grantee shall cause the Project to be completed in accordance with Exhibit B and in a good and workmanlike manner on or before the Project Completion Date.

(B) **Applicable Laws.** Grantee shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the work on the Project, including, without limitation, those set forth on Exhibit C (*Additional Requirements*) hereto. The City makes no representations or other assurances to Grantee that Grantee

will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, the City's Planning Department, the City's Department of Transportation and Engineering, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(C) Project Information. During the Term, Grantee shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

6. Insurance; Indemnity.

(A) Insurance during Project. Until such time as all work associated with the Project has been completed, Grantee shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit (through a combination of primary and excess/umbrella coverage), naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by state law, and (iii) such other insurance as may be reasonably required by the City. All insurance policies (excluding worker's compensation insurance) 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 cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of work for the Project, Grantee shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Department of Community and Economic Development, or such other address as may be specified by the City from time to time.

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

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

7. Default; Remedies.

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

(i) the dissolution, other than in connection with a merger, of Grantee, the filing of any bankruptcy or insolvency proceedings by Grantee, or the making by Grantee of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Grantee, the appointment of a receiver (temporary or permanent) for Grantee, the attachment of, levy upon, or seizure by legal process of Grantee, or the insolvency of Grantee, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

(ii) any failure of Grantee to perform or observe, or the failure of Grantee to cause to be performed or observed (if applicable), any obligation, duty, or responsibility under this Agreement, or any instrument executed by Grantee in favor of the City, in each case in connection with the Project, and failure by Grantee to correct such default within 30 days after Grantee's receipt of written notice thereof from the City. Notwithstanding the foregoing, if Grantee'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 Grantee fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) terminate this Agreement by giving Grantee 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 default, all at the expense of Grantee; (iii) require repayment of any and all Funds previously disbursed by the City to Grantee under this Agreement; and (iv) exercise any and all other rights and remedies under this Agreement, or otherwise available at law or in equity, including, without limitation, pursuing an action for specific performance, all such rights and remedies being cumulative. Grantee shall be liable for all costs and damages, including, without limitation, attorneys’ fees, suffered or incurred by the City as a result of a default of Grantee under this Agreement or the City’s termination of this Agreement. Upon the occurrence of an event of default and within 5 business days after the City’s demand, Grantee shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Grantee’s possession or under Grantee’s control, including, without limitation, as built-drawings (to the extent that any improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by Grantee in connection with the Project. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse Funds to Grantee if Grantee is then in default under this Agreement.

8. 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 either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:
Director, Dept. of Community and
Economic Development
City of Cincinnati
805 Central Avenue, Suite 700
Cincinnati, Ohio 45202

To Grantee:
Urban Sites Capital Advisors, LLC
1140 Main Street,
Cincinnati, Ohio 45202
Attention: Clare Healy, Development Director

If Grantee sends a notice to the City alleging that the City is in default under this Agreement, Grantee 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.

9. Representations, Warranties and Covenants. Grantee hereby makes the following representations, warranties, and covenants to induce the City to enter into this Agreement (and Grantee shall be deemed as having made these representations, warranties, and covenants again upon Grantee’s receipt of each disbursement of Funds):

(A) Grantee is duly organized and validly existing under the laws of 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.

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

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

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

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

(F) The statements made in the documentation provided by Grantee to the City that are descriptive of Grantee or the Project have been reviewed by Grantee 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.

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

10. Reporting Requirements.

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

(B) City's Right to Inspect and Audit. From and after the Effective Date and for a period of 3 years after the Project has been completed, Grantee shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Grantee's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Grantee to the City, Grantee shall reimburse the City for its documented out-of-pocket costs associated with such inspection or audit.

11. General Provisions.

(A) Assignment. During the Term of this Agreement, Grantee shall not assign its rights or interests under this Agreement to a third party without the prior written consent of the City.

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

(C) Amendments. This Agreement may be amended 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 Grantee agrees that venue in such court is proper. Grantee 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 parties' performance of their respective obligations under this Agreement.

(J) Recognition of City Assistance. Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed promotional materials (including, without limitation, informational releases, pamphlets and brochures, construction signs, project and identification signage and stationery) 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 funding source, Grantee shall use either the phrase "Funded 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.

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

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

(M) 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.

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

(O) Administrative Actions. To the extent permitted by applicable laws, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement or the funding hereunder.

(P) 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.

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

Exhibit A – *Site Plan*

Exhibit B – *Statement of Work and Budget*

Exhibit C – *Disbursement of Funds*

Exhibit D – *Additional Requirements* (incl. Addendum I to Additional Requirements Exhibit – *City's Prevailing Wage Determination*)

[Signature Page Follows]

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

CITY OF CINCINNATI,
an Ohio municipal corporation

URBAN SITES CAPITAL ADVISORS, LLC,
an Ohio limited liability corporation

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

By: _____
Greg Olsen, CEO

Date: _____, 2026

Date: _____, 2026

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

EXHIBIT A
to Funding Agreement

Site Plan

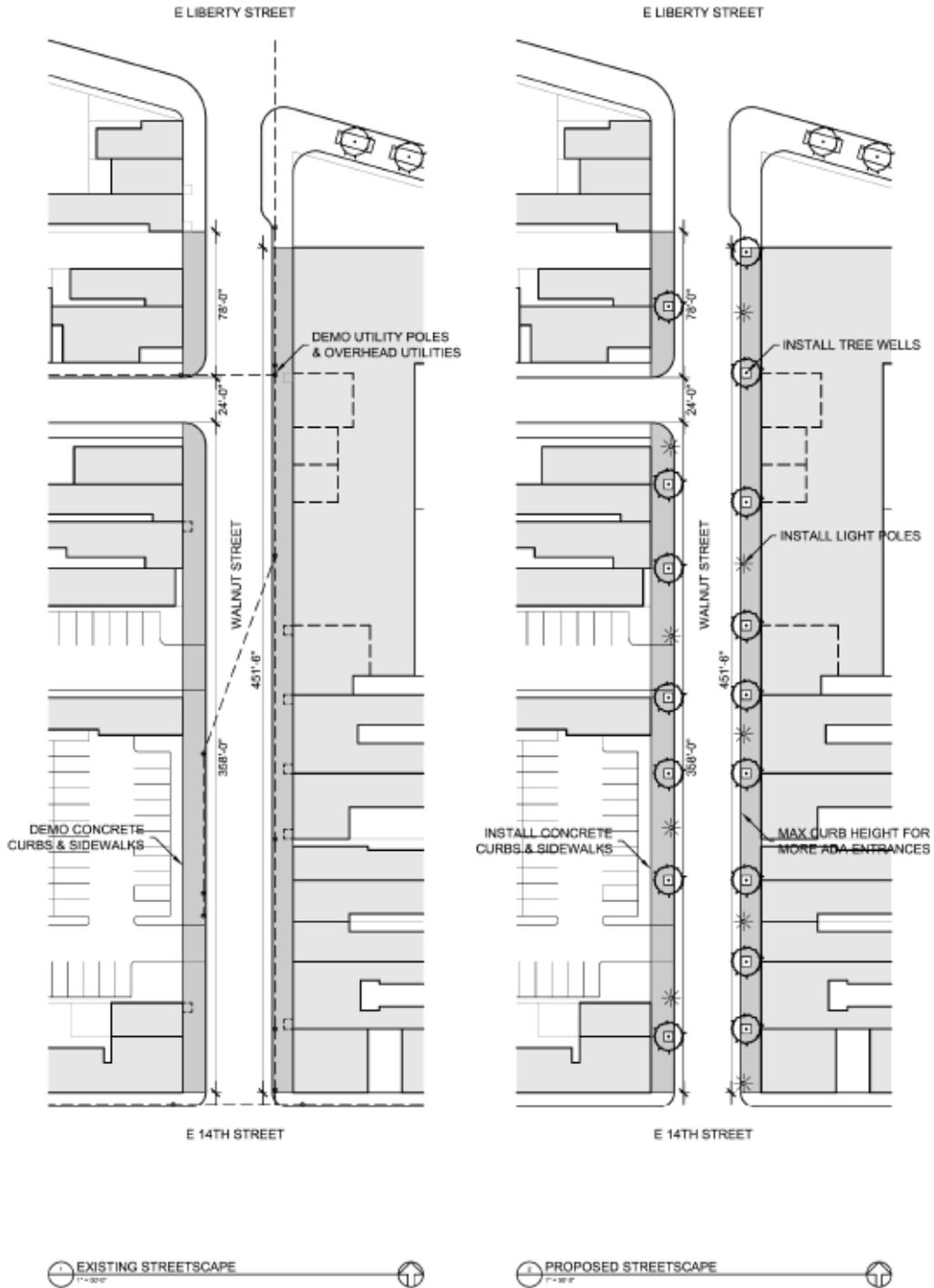


EXHIBIT B
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

Grantee shall complete design and engineering services described in this Exhibit to the existing elements in the Area, as depicted in Exhibit A hereto. Such services are subject to approval by the Department of Transportation and Engineering (“**DOTE**”), and Grantee shall meet with, and cause all of its subcontractors for the Project, to meet with DOTE and DCED as each party may request from time to time to discuss Grantee’s progress on the Project.

In addition to the services outlined below, Grantee shall follow all conditions from Coordinated Site Review 25CIN-CSR-000011 and Coordinated Report 90-2024.

Services:

Grantee shall engage City Studios Architecture, Bayer & Becker, Advantage Structural Engineers, and Engineered Building Systems as subcontractors for the Project to perform and complete each of the respective services as outlined below:

- **Preliminary Pricing Package – City Studios Architecture:** Grantee shall cause the preliminary streetscape pricing for the Area to be prepared by the City-approved subcontractor(s) who will:
 - Prepare design drawings for the proposed streetscape,
 - Coordinate with DOTE, required utility agencies, and participate in providing documentation for proposed underground power work,
 - Coordinate the proposed elevations of the Lockard Buildings and other properties on Walnut Street, and
 - Lead inspections of all underground basement encroachments which will impact trees, lighting, and sidewalks.

- **Topographic and Boundary Survey – Bayer & Becker:**
 - Grantee shall prepare a Topographic Survey for the Area. The Topographic Survey shall be completed by using convention land survey methods. Grantee shall perform the fieldwork necessary to tie into and establish the existing boundary of the subject parcel. No monumentation shall be set. The boundary survey shall consist of research at the Hamilton County Engineers Office to gather deeds and plats to refine the property lines and right of ways.
 - The Topographic Survey shall provide existing contours at a 1-foot interval. Existing visible features of the site including pavement, structures, visible or as-marked (underground) utilities, trees, fences, and traffic features shall also be located. The Topographic Survey shall be limited to the subject parcel and shall extend beyond the boundary only as needed for clarity. Project Datum used shall be the North American Vertical Datum (NAVD) 1988, State Plane Coordinate System, Ohio South Zone (3402).
 - The Ohio Utility Protection Service (OUPS) will be notified to locate all public utilities surrounding the site. Utilities not visible from the surface (or marked in the field) that are shown on record drawings will be depicted on the drawings and labeled as “approximate.” Utilities not marked in the field, and not shown on record drawings, will not be shown on the drawings.
 - The fees provided do not include construction layout services. Grantee can submit a separate fee for this work, if needed.
 - If any permanent easements are needed for existing structures or proposed improvements, Grantee can submit a separate fee for that work (including preparation of a Coordinated Report).

- **Streetscape Improvement Plans Pricing Set – Bayer & Becker.**
 - Grantee shall coordinate with DOTE and DCED to prepare streetscape design documents for the proposed Streetscape Improvements, including the following:
 - Demolition Plan: showing all roadway items that are to be removed or salvaged and addressing how existing facilities shall be maintained during construction.
 - Layout and Materials Plan: showing new sidewalk, curb, street trees, traffic control sign locations, and parking meters (if needed). All materials to be proposed for the Area shall be consistent with those existing within the Over-the-Rhine neighborhood and shall be approved by DOTE.
 - Utility Plan: showing relocation of existing utility structures within the public right-of-way, and new site lighting.
 - Services include conversion of existing overhead utilities on Walnut Street to underground. Grantee shall coordinate with local utility providers to reflect this work on the drawings.
 - The project MEP shall provide electric drawings for new underground services to existing buildings affected by the Duke Energy overhead to underground conversion.
 - Grantee shall provide design plans acceptable to DOTE that describe: the location and specification for new street lights on the drawings, per DOTE standards.
 - Lighting Assessment District: Grantee shall coordinate with DOTE to establish a Lighting Assessment District for the Area, and shall deliver to DOTE the addresses of all properties impacted by such future district, in a medium acceptable to DOTE, in order sufficiently identify the property owners, notify the properties owners of their property's inclusion in the district, and to provide assessments values and letters for signature from the property owners consenting to the district and the assessment.
 - Photometric plans for the new street lights shall be provided by Engineered Building Systems to DOTE.
 - Grading Plan: showing spot elevations, scopes, and contours for new curb and sidewalks.
 - Grantee shall submit a Pricing Set to the City at approximately 75% Construction Documents stage.
 - Grantee assumes the existing curb alignment will remain and widening of the existing sidewalk is not part of the proposed services.
 - Grantee acknowledges that preparation of traffic signal plans are excluded from the scope of services. Grantee shall first coordinate with DOTE on any planned replacements to traffic poles and signals.

Preliminary Pricing Package – Advantage Structural Engineers:

Grantee shall prepare Construction Drawings of new structural slabs and infills of existing basement vault spaces that extend into the right-of-way or sidewalk, identifying the location of any such infills on the plans.

Preliminary Pricing Package – Engineered Building Systems:

Grantee shall deliver to DOTE site photometric plans and wiring diagrams for the new street lights for the Area, and provide utility coordination for impacted properties.

II. **BUDGET**

Uses of Funds

<i>Design and Engineering Service</i>	<i>Amount</i>
Preliminary Pricing Package – City Studios Architecture	\$16,800.00
Topographic and Boundary Survey – Bayer & Becker	\$13,200.00
Streetscape Improvement Plans Pricing Set – Bayer Becker	\$34,800.00
Preliminary Pricing Package – Advantage Structural Engineers	\$4,500.00
Preliminary Pricing Package – Engineered Building Systems	\$10,000.00
Contingency (at 10%)	\$7,930.00
Total	\$87,230.00

Source of Funds

<i>City Funds</i>	<i>Amount</i>
Downtown / OTR East TIF District	\$87,230.00
Total	\$87,230.00

The parties may elect to revise the Budget to reallocate Funds between budget line items through a letter signed by both the City and Grantee. However, in no event will the City add any additional funds to the Budget. In the event of cost overruns, it shall be Grantee's responsibility to complete the Project. Use of contingency compensation is subject to approval by the DCED.

EXHIBIT C
to Funding Agreement

Disbursement of Funds

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

(i) The Due Diligence Materials have been provided to, and have been deemed satisfactory by the City, or have been waived by the City, each in its sole discretion;

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

(iii) Grantee has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the Project;

(iv) Work on the Project has commenced and is proceeding in accordance with this Agreement;

(v) Grantee has provided the City with such other documents, reports and information relating to the Project as the City has reasonably requested, including without limitation, the Due Diligence Materials; and

(vi) Grantee is not in default under this Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Grantee on a reimbursement basis. Grantee shall not be entitled to a disbursement of Funds to pay for costs incurred prior to [REDACTED], 2026]. Grantee shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the cost of construction, the acquisition of supplies, inventory, furniture, trade fixtures, or any other items of personal property, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Grantee shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Grantee may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Grantee's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete the Project. Grantee acknowledges that the obligation of the City to disburse the Funds to Grantee for the Project shall be limited to the Funds to be made available by the City under this Agreement. Grantee shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Grantee, to the extent such Funds have not been disbursed, shall terminate 30 days following the completion of the Project.

(C) Draw Procedure

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

(ii) Documentation. Each disbursement request shall include the following: For costs shown on the approved budget, Grantee shall submit a draw request form provided by the City, with the

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

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

EXHIBIT D
to Funding Agreement

Additional Requirements

Grantee and Grantee'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. Grantee 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, Grantee, or Grantee'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 Grantee 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, Grantee, or its contractors and subcontractors. Because this Agreement requires that Grantee 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 Grantees, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent Grantee 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 Grantee, even where such obligations are not imposed on Grantee 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 Grantee 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 Grantee is performing construction work for the City under a construction contract to which the City is a party, Grantee 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 Grantee 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 Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Grantee 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 Grantee 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 Grantee receives City funds or other assistance, Grantee 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 Grantee 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, Grantee 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 Grantee and/or its general contractor's meet and confer activity, Grantee shall provide to the City, in writing, a summary of Grantee 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, Grantee 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 Grantee 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 Grantee; 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, Grantee 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, Grantee shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000

and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority.” To the extent Municipal Code Chapter 323 does not apply to this Agreement, Grantee 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, Grantee 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>.) Grantee 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, Grantee 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, Grantee shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Grantee 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. Grantee or its general contractor shall update the report monthly by the 15th. Grantee 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, Grantee 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, Grantee 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 Grantee or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Grantee 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. Grantee 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, Grantee 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, Grantee 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 Grantee or in the Project, and Grantee 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, Grantee and its general contractor shall use its best efforts to post available employment opportunities with Grantee, the general contractor's organization, or the organization of any subcontractor working with Grantee 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 Grantee 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. Grantee represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.

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

ADDENDUM I
to Additional Requirements Exhibit
(City's Prevailing Wage Determination)

SEE ATTACHED

DEI - Request for Wage Determination (Form 217)

REQUEST FOR PROJECT WAGE DETERMINATION

IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:

DEPARTMENT *

DCED

CONTACT PERSON *

JUSTIN HALTER

Phone # *

(513)352-6241

Email *

JUSTIN.HALTER@CINCINNATI-OH.GOV

Requested Date:

01/16/2026

Estimated Advertising Date:

01/19/2026

Estimated Bid Opening Date:

01/26/2026

Estimated Starting Date:

02/02/2026

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY

Yes No

FUND *

483

STATE

Yes No

FUND

FUND

COUNTY

Yes No

FUND

FEDERAL

Yes No

IS THIS PROJECT BEING COMPETIVLY BID?

Yes No

PROJECT ACCOUNT NUMBER:

TBD

AMT. OF PUB. FUNDING \$: *

\$87,230.00

TOTAL PROJECT DOLLARS: *

\$87,230.00

NAME OF PROJECT (Maximum 100 Letters) *

DESIGN SERVICES FOR 1400 WALNUT BLOCK STREETSCAPE

Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) *

Streetscape Project (Architectural, Engineering, and Design Services).

Project Location: (Include both the address and parcel number.) *

1400 Block of Walnut Street (between E 14th Street and E Liberty Street).

Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) *

City of Cincinnati.

Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) *

Uses of Funds:

Design and Engineering Service: Amount

Preliminary Pricing Package – City Studios Architecture: \$16,800.00

Topographic and Boundary Survey – Bayer & Becker: \$13,200.00

Streetscape Improvement Plans Pricing Set – Bayer Becker: \$34,800.00

Preliminary Pricing Package – Advantage Structural Engineers: \$4,500.00

Preliminary Pricing Package – Engineered Building Systems: \$10,000.00

Contingency (at 10%): \$7,930.00

Total: \$87,230.00

Sources of Funds:

City Funds

Downtown/OTR East TIF District: \$87,230.00

Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) *

Project Scope to be Attached.

Upload Supporting Documents (1)

Supporting Documents

[DESIGN SERVICES FOR 1400 WALNUT BLOCK STREETScape PROJECT SCOPE.DOCX - Halter, Justin, 1/16/2026 10:44:08 AM](#)

DEI USE ONLY

Assigned Number
61266597

Dept Submitted Date
01/16/2026

DEI Received Date

Original Assigned Number

Funding Guidelines:

State Federal Prevailing Wage Will Not Apply

Rates That Apply:

Building Heavy Highway Residential

Decision Number:

Modification Number:

Publication Date:

Determination By:

Name *
JONAH JAMES

Title
Development Manager

Date *
01/16/2026

Decision Summary: *

This project is for design services only and does not include any construction work. Prevailing wage requirements only apply to public improvements involving construction work. Therefore, prevailing wage will not apply.

NOTE: Any changes to the scope or funding of the project will require revision to this determination.

Director Approval Signature
LYDGIA SARTOR

Director Approval Date

February 11, 2026

To: Mayor and Members of City Council

202600425

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Terrex LLC Termination of Easement

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a release of easements to terminate certain easement rights benefitting the City of Cincinnati for the construction, maintenance, repair and operation of a subway for rapid transit and railway purposes, for constructing and maintaining a retaining wall and footings for the same, for the right of ingress and egress to adjacent subway tubes under Montgomery Road, and any easements reserved by law for public utilities, all over a portion of real property located along or near Harris Avenue in the City of Norwood.

STATEMENT

The proposed release and termination of easements located at 2339 Harris Avenue and owned by the City of Cincinnati (“the City”) enable Terrex Development and Construction (“the Developer”) to obtain clear title to the property and proceed with redevelopment, while eliminating significant long-term maintenance and liability obligations associated with City-owned infrastructure. This action provides a direct financial benefit to the City, avoids substantial future public costs, and facilitates the productive reuse of an underutilized site burdened by obsolete infrastructure.

By approving this action, Council is advancing responsible asset management, supporting impactful private investment, removing longstanding barriers to redevelopment, and furthering the City’s broader goals of economic development, fiscal stewardship, and efficient use of public resources.

BACKGROUND/CURRENT CONDITIONS

The Developer currently owns property located at 2339 Harris Avenue in the City of Norwood and seeks to redevelop it, returning it to productive use. However, they are unable to proceed without first obtaining clear title to the site.

The City of Cincinnati holds various easement rights on or within the property associated with former subway rapid transit tubes constructed in the 1920s, as well as sewer, water, and stormwater infrastructure. These easements encumber the property’s ability to retain clear title, halting redevelopment potential. Thus, the Developer has requested the City release and terminate the easements, appraised and valued at \$40,500.

In exchange for the release and termination of the easements, the Developer has agreed to provide compensation to the City exceeding the appraised value. They are committed to making a payment of \$85,000, with proceeds to benefit the Department of Transportation and Engineering's (DOTE) Street Improvement Fund.

In addition, the Developer agrees to assume full responsibility for all future maintenance, repair, and liability obligations associated with a retaining wall on the property, constructed by the City to support the former subway rapid transit tubes. The estimated cost of maintaining this retaining wall is approximately \$700,000, representing a significant long-term cost avoidance for the City.

DEVELOPER INFORMATION

Terrex Development and Construction was founded in 2014 by Peter Horton, Matt Packer, and Tom Rowe. Since its founding, the firm has completed multiple notable projects throughout the Greater Cincinnati region, including The Children's Theatre headquarters on Red Bank Road, the Digital Futures building in the Uptown Innovation Corridor, The Skyler on Hyde Park Square, and the renovation of the historic Emery Theater in Downtown Cincinnati.

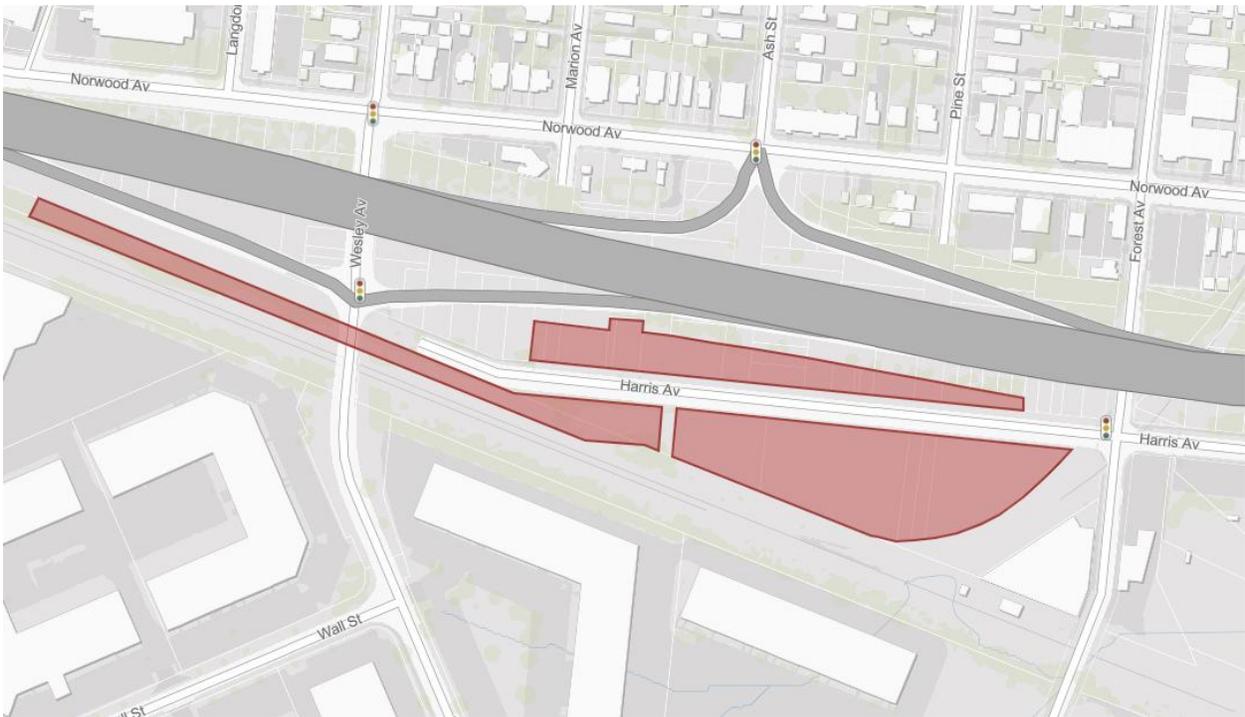
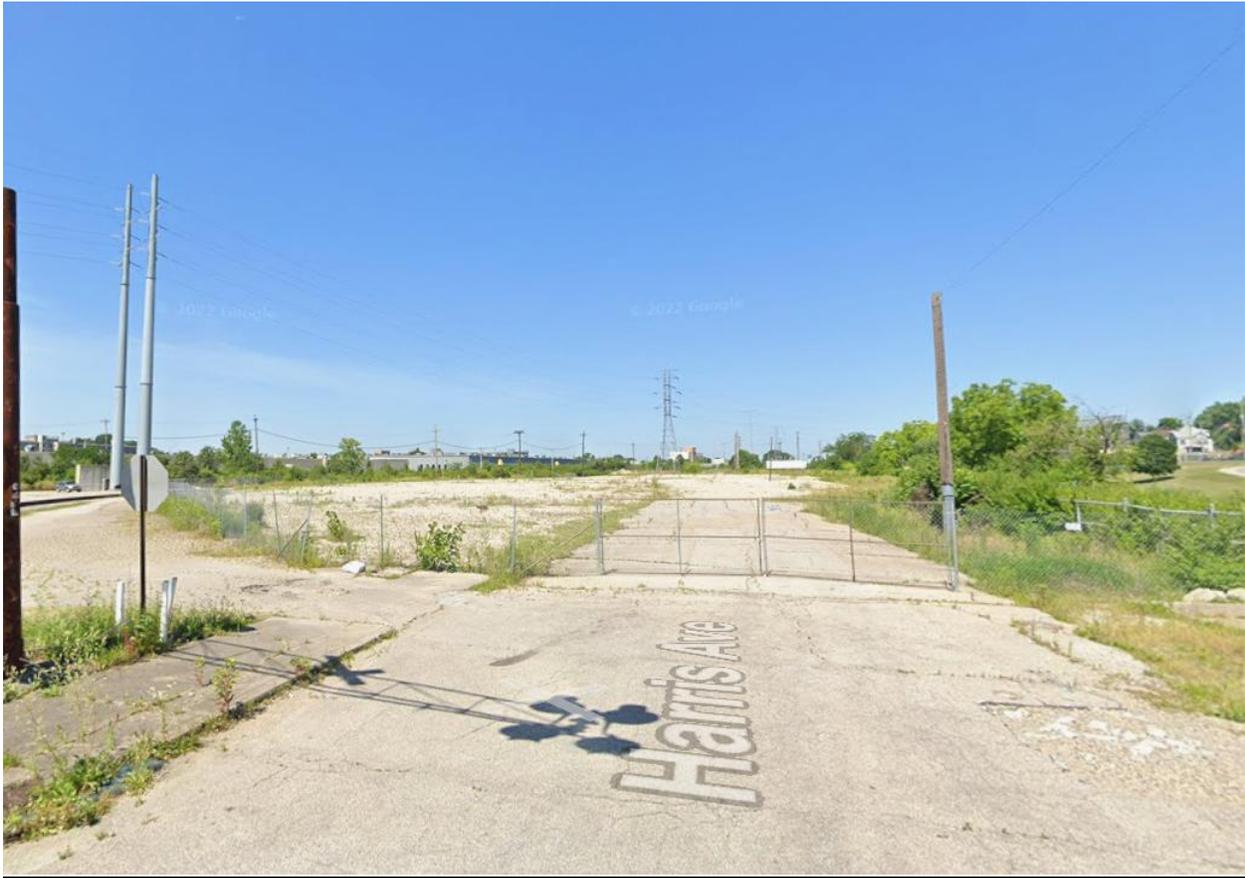
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

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

Project Image & Location



EMERGENCY

DMZ

- 2026

AUTHORIZING the City Manager to execute a release of easements to terminate certain easement rights benefitting the City of Cincinnati for the construction, maintenance, repair, and operation of a subway for rapid transit and railway purposes, for constructing and maintaining a retaining wall and footings for the same, for the right of ingress and egress to adjacent subway tubes under Montgomery Road, and any easements reserved by law for public utilities, all over a portion of real property located along or near Harris Avenue in the City of Norwood.

WHEREAS, Terrex Harris Ave, LLC, an Ohio limited liability company (“Developer”), owns property located along Harris Avenue in the City of Norwood, as described in the legal description attached to this ordinance as Attachment A (“Property”) and intends to acquire a portion of Harris Avenue lying between Wesley Avenue and Forest Avenue; and

WHEREAS, Developer petitioned the City of Cincinnati (the “City”) to release various easements and restrictions in favor of the City that encumber Developer’s property, namely, (i) an easement to construct, maintain, repair, and operate a subway for rapid transit railway purposes as recorded May 19, 1925 at Hamilton County, Ohio Deed Book 1311, page 582, (ii) an easement to construct and maintain a retaining wall and footings for the same dated August 7, 1963 and recorded at Hamilton County, Ohio Deed Book 3322, Page 191, (iii) an easement for ingress and egress dated August 7, 1963 and recorded at Hamilton County, Ohio Deed Book 3322, Page 191, (iv) an easement for subway purposes dated September 4, 1925 and recoded at Hamilton County, Ohio Deed Book 1373, Page 303, and (v) any easement that may be reserved by the City pursuant to Ohio Revised Code (“R.C.”) Section 723.041 upon the vacation of Harris Avenue, excepting those more specifically described in Attachment B which is incorporated herein by reference (collectively, the “Easements”); and

WHEREAS, the City Manager, in consultation with the Cincinnati Department of Transportation and Engineering, Greater Cincinnati Water Works and the Metropolitan Sewer District of Greater Cincinnati, has determined that the Easements are not needed for municipal purposes and there is good cause to terminate and release the Easements because it is in the best interest of the City to no longer be responsible for the maintenance and liability associated with the Easements, which are no longer in use; and

WHEREAS, the City has determined, through an arms-length negotiation, that the price of \$85,000 reflects the fair market value of the Easements, and Developer has agreed to pay said amount to the City; and

WHEREAS, the Cincinnati City Planning Commission approved the termination of the Easements at its meeting on September 20, 2024; and

WHEREAS, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the interest of the Easements as Developer owns the property on which the Easements are located and adjoining property, no other party would have any practical use for the Easements, and it is in the best interest of the City to terminate and release the Easements which are no longer in use; and

WHEREAS, the City believes that completing the Easement Release 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 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 Release and Termination of Easements to release: (i) an easement to construct, maintain, repair, and operate a subway for rapid transit railway purposes as recorded May 19, 1925 at Hamilton County, Ohio Deed Book 1311, page 582; (ii) an easement to construct and maintain a retaining wall and footings for the same dated August 7, 1963 and recorded at Hamilton County, Ohio Deed Book 3322, Page 191; (iii) an easement for ingress and egress dated August 7, 1963 and recorded at Hamilton County, Ohio Deed Book 3322, Page 191; (iv) an easement for subway purposes dated September 4, 1925 and recoded at Hamilton County, Ohio Deed Book 1373, Page 303; and (v) any easement, excepting those more specifically described herein, that may be reserved by the City pursuant to R.C. Section 723.041 upon the vacation of Harris Avenue (collectively, the “Easements”) in favor of Terrex Harris Ave LLC, an Ohio limited liability company (“Developer”), in substantially the form attached to this ordinance as Attachment B and incorporated herein by reference (the “Easement Release”), pursuant to which the City of Cincinnati (“City”) will release and terminate the Easements which encumber the property owned by the Developer, which property is more particularly described in Attachment A hereto (the “Property”).

Section 2. That the City has determined, through an arms-length negotiation, that the price of \$85,000 reflects the fair market value of the Easements, which amount Developer has agreed to pay to the City.

Section 3. That the Easements are not needed for any municipal purpose, and that the release and termination of the Easements will not be detrimental to the interests of the City, excepting an easement for the construction, maintenance, repair, replacement, removal, and operation of a gravity main sanitary sewer line beginning in the Wesley Avenue right-of-way and running east, through and along the Harris Avenue right-of-way, to Forest Avenue as depicted in Attachment B, which shall be reserved and not released.

Section 4. That to eliminate competitive bidding in connection with the interest of the Easements is in the best interest of the City as Developer owns the property on which the Easements are located and the adjoining property, no other party would have any practical use for the Easements, and there is good cause to terminate and release the Easements because it is in the best interest of the City to no longer be responsible for the maintenance and liability associated with the Easements, which are no longer in use.

Section 5. That the proceeds from the release of the easement 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 therewith, and that the City's Finance Director is hereby authorized to distribute amounts in excess thereof, if any, into the Cincinnati Street Improvement Fund (980x202306).

Section 6. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing the Easement Release and any and all ancillary agreements, plats, and other documents.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the transaction described herein to proceed and promptly relieve the City from the obligations of maintenance and liability associated with the Easements, which are no longer in use.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Tract 1 - Parcel Nos. 651-0022(0236, 0237 & 0238 CONS.)ST

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being all of the land conveyed to The Zumbiel C. W. Company by Deed Book 3881, Page 984 of the Hamilton County Recorder's Office, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue, N 84°11'57" W a distance of 374.69 feet to a point;

Thence leaving said centerline of Harris Avenue, S 06°53'56" W a distance of 30.01 feet to a set 5/8" iron pin in the southerly right-of-way of Harris Avenue, said point also being the northeast corner of a 1.048 acre tract of land conveyed to The Zumbiel C. W. Company as recorded in Deed Book 1836, Page 150, and the POINT OF BEGINNING for the herein described tract of land;

Thence along said southerly right-of-way S 84°11'57" E a distance of 296.74 feet to a set cross notch in the westerly line of a parcel conveyed to Metropolitan Railway Inc. as recorded in Deed Book 5540, Page 159;

Thence along said westerly line, along a curve to the right with a radius of 1081.28 feet, an arc length of 177.53 feet, a chord bearing S 47°47'47" W and a chord distance of 177.33 feet to a found railroad spike;

Thence continuing along said westerly line, along a curve to the right with a radius of 385.28 feet, an arc length of 195.86 feet, a chord bearing of S 75°38'56" W and a chord distance of 193.76 feet to a set 5/8" iron pin in the easterly line of said 1.048 acre parcel;

Thence along said easterly line, N 06°53'56" E a distance of 198.58 feet to the POINT OF BEGINNING containing approximately 0.907 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set are 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

Tract 2 - Parcel No. 651-0022-0175

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being all of the land conveyed to Canora Corporation by Deed Book 2557, Page 27 of the Hamilton County Recorder's Office, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue N 84°11'57" W a distance of 635.70 feet to a point;

Thence leaving said centerline of Harris Avenue S 05°48'03" W a distance of 30.00 feet to a set cross notch in the southerly right-of-way of Harris Avenue, said point also being the northwest corner of a 1.048 acre tract of land conveyed to The Zumbiel Realty Corporation as recorded in Deed Book 1836, Page 150, and the POINT OF BEGINNING for the herein described tract of land;

Thence leaving said southerly right of way, along said westerly line, S 05°48'03" W a distance of 133.38 feet to a set 5/8" iron pin;

Thence leaving said westerly line, N 68°16'57" W a distance of 171.13 feet to a set 5/8" iron pin in the easterly line of a 1.8360 acre parcel conveyed to Duke Energy Ohio Inc. by Deed Book 3322, Page 191;

Thence along said easterly line, N 05°48'03" E a distance of 86.45 feet to a set cross notch in said southerly right-of-way of Harris Avenue;

Thence along said southerly right-of-way S 84°11'57" E a distance of 164.57 feet to the POINT OF BEGINNING containing approximately 0.415 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set at 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

Tract 3 - Parcel Nos. 651-0022-0239 through 248 ^{cons} ST

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase. Being part of Lots 65, 64, 63, 3, 2 and 1 of L.C. Hopkins Subdivision of East Norwood as recorded in Plat Book 5, Pages 272 & 273, and all of the land vacating part of Pine Street as described in Ordinance 39, 1970 as recorded in Deed Book 3734, Page 656, and part of the Lots 1, 2, 3, 39, 40 and 41 of Norwood Highland Syndicate as recorded in Plat Book 7, Page 78, and all of the land vacating Ash Street as described in Ordinance 39, 1970 recorded in Deed Book 3734, Page 656, and conveyed to The Zumbiel Realty Company by Deed Book 2484, Page 316 and Deed Book 3692, Page 130 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue N 84°11'57" W a distance of 175.19 feet to a point;

Thence leaving said centerline, N 05°40'03" E a distance of 30.00 feet to a set 5/8" iron pin at the northerly right-of-way of Harris Avenue, said iron pin also being the southeast corner of said Lot 65 and the POINT OF BEGINNING for the herein described tract of land;

Thence with said northerly right-of-way, and the southerly lines of said L.C. Hopkins Subdivision of East Norwood Lots 65, 64, 63, and the southerly line of said vacated Pine Street, and the southerly lines of Lots 3, 2 and 1, the southerly lines of said Norwood Highland Syndicate Lots 1, 2, 3, and said vacated Ash Street, and the southerly lines of Lots 39, 40, and 41, N 84°11'57" W a distance of 700.00 feet to a set 5/8" iron pin at the southwest corner of said Lot 41, said point also being the southeast corner of a 0.4360 acre parcel conveyed to Duke Energy Ohio, Inc. by Deed Book 1439, Page 121;

Thence leaving said northerly right of way, along the east line of said 0.4360 acre parcel, N 05°40'03" E a distance of 72.50 feet to a set 5/8" iron pin in the southerly right-of-way of eastbound S.R. 562;

Thence along said southerly right-of-way of said eastbound S.R. 562 the following eight (8) courses:

1. Thence through said Lots 41, 40 and 39, S 81°14'30" E a distance of 150.22 feet to a set 5/8" iron pin in the westerly right-of-way of vacated Ash Street;
2. Thence S 81°14'43" E a distance of 50.07 feet to a set 5/8" iron pin in the easterly right-of-way of vacated Ash Street;
3. Thence through said Lots 3 and 2, S 81°14'25" E a distance of 100.15 feet to a set 5/8" iron pin in the easterly line of said Lot 2;
4. Thence through Lots 1 of Norwood Highland Syndicate, and Lot 1 and 2 of L.C. Hopkins Subdivision of East Norwood, S 79°49'34" E a distance of 125.38 feet to a set 5/8" iron pin;
5. Thence continuing through said Lot 2 and 3, S 79°49'31" E a distance of 75.23 feet to a found 5/8" iron pin with no cap in the westerly right-of-way of vacated Pine Street;
6. Thence S 78°29'14" E a distance of 50.26 feet to a set 5/8" iron pin in the easterly right-of-way of vacated Pine Street, said point also being the westerly line of said Lot 63;
7. Thence through said Lots 63 and 64, S 78°28'23" E a distance of 72.37 feet to a set 5/8" iron pin;
8. Thence continuing through said Lot 64 and 65, S 79°13'03" E a distance of 78.32 feet to a set 5/8" iron pin in the east line of said Lot 65;

Thence leaving said southerly right-of-way, along the east line of Lot 65, S 05°40'03" W a distance of 22.70 feet to the POINT OF BEGINNING containing 0.819 acres of land more or less.

Thence leaving said southerly right-of-way, along the east line of Lot 65, S 05°40'03" W a distance of 22.70 feet to the POINT OF BEGINNING containing 0.819 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set at 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

Tract 4 - Parcel No. 651-0022-0110 st

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being all of the land conveyed to The Zumbiel Realty Company by Deed Book 1836, Page 150 of the Hamilton County Recorder's Office, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue N 84°11'57" W a distance of 374.69 feet to a point;

Thence leaving said centerline of Harris Avenue S 06°53'56" W a distance of 30.01 feet to a set 5/8" iron pin in the southerly right-of-way of Harris Avenue, said point also being the northwest corner of a 0.880 acre tract of land conveyed to The Zumbiel C.W. Company as recorded in Deed Book 3881, Page 984, and the POINT OF BEGINNING for the herein described tract of land;

Thence leaving said southerly right of way, along said westerly line of said Zumbiel C.W. Company tract, S 06°53'56" W a distance of 198.58 feet to a set 5/8" iron pin in the northerly line of a parcel conveyed to Metropolitan Railway Inc. by Deed Book 5540, Page 159;

Thence continuing along said northerly line, N 75°58'52" W a distance of 59.26 feet to a set 5/8" iron pin;

Thence leaving said northerly line N 68°13'10" W a distance of 205.93 feet to a set 5/8" iron pin in the easterly line of a 0.423 acre parcel conveyed to Canora Corporation by Deed Book 2557, Page 27;

Thence along said easterly line N 05°48'03" E a distance of 133.38 feet to a set cross notch in the southerly right-of-way of Harris Avenue;

Thence along said southerly right-of-way S 84°11'57" E a distance of 260.43 feet to the POINT OF BEGINNING containing approximately 1.0053 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set at 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

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Tract 5 - Parcel No. 651-0022-0065

Situate in Section 34, T4, FR2, Columbia Township, Hamilton County, State of Ohio and in the City of Norwood, being part of Lots 43 and 44 of Norwood Highland Syndicate Subdivision as shown and recorded in Plat Book 7, Page 78, Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 44, said corner being the intersection of the easterly line of Marion Avenue with the northerly line of Harris Avenue; thence from said place of beginning, South 84°11'13" East, along the northerly line of Harris Avenue, 87.94 feet to a point, said point being North 84°11'13" West, 12.06 feet from the southeast corner of said Lot 43; thence departing from the northerly line of Harris Avenue, North 5°40'47" East, 70.06 feet to a point in the southerly limited access right of way line of State Route 562 (Norwood Lateral); thence North 82°11'44" West along the southerly limited access right of way line of said Highway, 88.00 feet to a point in the easterly line of Marion Avenue; thence South 5°40'47" West along the easterly line of said Marion Avenue, 73.12 feet to the southwest corner of said Lot 44, the place of beginning, containing 6295.7 sq. ft. of land, more or less. (The above described property was surveyed by Jack K. Bridges, Registered Surveyor, #4050, State of Ohio.)

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Tract 6 - Parcel No. 651-0022-0213

Situate in Hamilton County, Ohio, Columbia Township, Section 34, Town 4, Fractional Range 2, City of Norwood, and being more particularly described as follows:

Beginning at the intersection of the existing northerly right-of-way line of Harris Avenue and the existing westerly right-of-way line of Marion Avenue, said point being the southeasterly corner of Lot No. 81 on the Plat of the Norwood-Highland Syndicate's 2nd Subdivision as recorded in Plat Book 8, Volume 1, Page 3, of the Hamilton County Recorder's Office; thence N 5°40'47" E, along the existing westerly right-of-way line of Marion Avenue, the east line of said Lot 81, and the southerly Limited Access right-of-way line of S.R. 562 for a distance of 73.32 feet to a point; thence S 83°57'02" E, along the southerly Limited Access right-of-way line of S. R. 562 for a distance of 25.00 feet to a point in the center of Marion Avenue; thence S 5°40'47" W, along the center of Marion Avenue for a distance of 73.22 feet to a point in the existing northerly right-of-way line of Harris Avenue; thence N 84°11'13" W, along the existing northerly right-of-way line of Harris Avenue for a distance of 25.00 feet to the point of beginning. Contains 1832 Square Feet, including present road with occupies 1832 Square Feet but subject to the occupancy of all existing utilities. Being all of the land acquired by the State of Ohio from the City of Norwood as recorded in City of Norwood, Council Ordinance No. 46, 1973.

Tract 7

Situated in the State of Ohio, Hamilton County, Columbia Township, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being part of Lot 42 and Lot 43 of the Norwood Highland Syndicate Subdivision as recorded in Plat Book 7, Page 78, and being a 0.1304 acre parcel owned by Duke Energy Ohio, Inc. by Deed Book 1439, Page 121, and being more particularly described as follows:

COMMENCING at the centerline intersection of Forest Avenue and Harris Avenue, thence along the centerline of Harris Avenue North $84^{\circ}11'57''$ West a distance of 875.20 feet to a point;

Thence leaving said centerline of Harris Avenue North $05^{\circ}40'47''$ East a distance of 30.00 feet to a found $5/8''$ iron pin with Wilson 8281 cap in the northerly right-of-way of Harris Avenue, said point also being the southwest corner of a 10,294 square foot parcel owned by The Zumbiel Realty Company by Deed Book 3692, Page 130, and the **POINT OF BEGINNING** for the herein described tract of land;

Thence with said northerly right-of-way, North $84^{\circ}11'57''$ West a distance of 62.06 feet to a found $5/8''$ iron pin with Wilson 8281 cap at the southeast corner of a 0.1445 acre parcel owned by Zumbiel C.W. Company by Deed Book 3929, Page 481;

Thence leaving said northerly right-of-way, with the east line of said Zumbiel parcel, North $05^{\circ}40'47''$ East a distance of 70.06 feet to a found $5/8''$ iron pin with Wilson 8281 cap in the southerly line of a 10,523 square foot parcel conveyed to State of Ohio by Deed Book 3715, Page 783, said point also being in the southerly right-of-way of S.R. 562;

Thence along the southerly line of said State of Ohio parcel the following four (4) courses:

1. South $82^{\circ}11'44''$ East a distance of 1.00 feet to a set $5/8''$ iron pin with cap;
2. North $05^{\circ}40'47''$ East a distance of 16.00 feet to a set $5/8''$ iron pin with cap;
3. North $24^{\circ}40'38''$ East a distance of 6.33 feet to a set $5/8''$ iron pin with cap;
4. South $84^{\circ}11'13''$ East a distance of 59.00 feet to a set $5/8''$ iron pin with cap in the westerly line of a parcel owned by the State of Ohio by Deed Book 3498, Page 30;

Thence leaving said southerly line, with said State of Ohio west line and the west line of said Zumbiel Realty Company, South $05^{\circ}40'47''$ West a distance of 92.00 feet to the **POINT OF BEGINNING** containing approximately 0.1304 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations DI2232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State

Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on May 12, 2017.

All iron pins set are 5/8" x 30" with "Wilson 8281" stamped caps.

This parcel is identified as Parcel ID: 651-0022-0066-00 of the Hamilton County Auditor's Office.

Tract 8

Situated in the State of Ohio, Hamilton County, Columbia Township, City of Norwood, Section 34 Township 4, Fractional Range 2 of the Miami Purchase and being part Marion Street vacated by Ordinance No. 46,1973 and recorded in Deed Book 3918, Page 949, and being a 0.0,420 acre parcel owned by Duke Energy Ohio, Inc. by Deed Book 1439, Page 121 and being more particularly described as follows:

COMMENCING at the centerline intersection of Forest Avenue and Harris Avenue, thence along the centerline of Harris Avenue North 84°11'57" West a distance of 1025.20 feet to a point;

Thence leaving said centerline of Harris Avenue North 05°40'48" East a distance of 30.00 feet to a found 5/8" iron pin with Wilson 8281 cap in the northerly right-of-way of Harris Avenue, said point also being the southwest corner of a 0.1445 acre parcel owned by Zumbiel C.W. Company by Deed Book 3929, Page 481, and the **POINT OF BEGINNING** for the herein described tract of land;

Thence with said northerly right-of-way, North 84°11'13" West a distance of 25.00 feet to a set 5/8" iron pin with Wilson 8281 cap;

Thence leaving said northerly right-of-way, North 05°40'48" East a distance of 73.22 feet to a set 5/8" iron pin with Wilson 8281 cap;

Thence South 83°57'02" East a distance of 25.00 feet to a set mag nail in the westerly line of said Zumbiel C.W. Company parcel;

Thence with said westerly line South 05°40'48" West a distance of 73.12 feet to the **POINT OF BEGINNING** containing approximately 0.0420 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations DI2232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on May 12, 2017.

All iron pins set are 5/8" x 30" with "Wilson 8281" stamped caps.

This parcel is identified as Parcel ID: 651-0022-0214-00 of the Hamilton County Auditor's Office.

Tract 9

Situate in Section 34, Town 4, Fractional Range 2, Columbia Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the intersection of the southerly line of Harris Avenue and the southerly prolongation of the easterly line of Marion Street; thence along the southerly line of Harris Avenue North $83^{\circ} 50' 41''$ East, 222.12 feet to the easterly line of the City of Cincinnati (Rapid Transit) property; thence along said easterly line, South $6^{\circ} 09' 19''$ East, 86.26 feet to the southerly line of said City of Cincinnati property; thence along said southerly line (said southerly line being also the northerly line of Baltimore and Ohio Railroad Company property) North $80^{\circ} 14' 19''$ West, 58.98 feet to an angle; thence along said southerly line, South $84^{\circ} 55' 08''$ West, 103.45 feet to an angle; thence along said southerly line, North $80^{\circ} 14' 19''$ West, 1,102.95 feet to the westerly line of the City of Cincinnati (Rapid Transit) property; thence along said westerly line North $6^{\circ} 29' 41''$ East, 32.82 feet to the southerly line of Harris Avenue; thence along the southerly line of Harris Avenue South $77^{\circ} 15' 19''$ East, 120.66 feet to an angle; thence along the southerly line of Harris Avenue, South $80^{\circ} 14' 19''$ East, 828.75 feet to an angle; thence along the southerly line of Harris Avenue, North $83^{\circ} 50' 41''$ East, 80.37 feet to the place of beginning.

Subject to easements, conditions and restrictions of record including, but not limited to an easement for the maintenance of a retaining wall and its footing as set forth in Deed Book 3322, Page 191 of the Hamilton County Recorder's Office.

This tract being Hamilton County Ohio Parcel No. 0651-0022-0020

ATTACHMENT B

[SPACE ABOVE FOR RECORDER'S USE]

Property: Harris Ave., Norwood

RELEASE AND TERMINATION OF EASEMENTS

Property: Harris Ave., Norwood

THIS RELEASE AND TERMINATION OF EASEMENTS (this "**Agreement**") is executed by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **TERREX HARRIS AVE, LLC**, an Ohio limited liability company, with an address of 3200 Madison Rd., Cincinnati, Ohio 45209 (the "**Petitioner**").

Recitals:

A. By virtue of a *Special Warranty Deed* recorded in Official Record 13466, Page 2171, Hamilton County, Ohio Records, a Quitclaim Deed recorded in Official Record 13866, Page 1265, Hamilton County, Ohio Records and a Quitclaim Deed in Official Record 13626, Page 1314, Hamilton County, Ohio Records, the Petitioner holds title to certain real property located at 2339 Harris Ave., Norwood, Ohio 45212, which real property is more particularly described on Exhibit A (*Legal Description-Petitioner's Property*) (the "**Petitioner's Property**").

The City owns various easement rights located on or within Petitioner's Property, such easement rights being under the management and control of the City's Department of Transportation and Engineering ("**DOT**"), the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), and the Greater Cincinnati Water Works ("**GCWW**"), and being in particular the following:

- i. Pursuant to a grant of easement dated March 28, 1925 and recorded in Hamilton County, Ohio Deed Book 1311, Page 582, the right to construct, maintain, repair and operate a subway for rapid transit railway purposes Exhibit B;
- ii. Pursuant to a reservation of easement in a deed dated August 28, 1963 and recorded in Hamilton County, Ohio Deed Book 3322, Page 191, the right to construct and maintain a retaining wall and footing for the same over and across the real property described in the attached Exhibit C along with ingress and egress to adjacent subway tubes located under then Montgomery Rd.
- iii. Pursuant to a judgment entry dated September 4, 1925 and recorded at Hamilton County, Ohio Deed Book 1373, Page 303, an easement for subway purposes upon the real property described in Exhibit D;
- iv. Any easement reserved in the former Harris Avenue right-of-way pursuant to Ohio Revised Code Section 723.041 for subway tunnels, related constructs, sewer lines, water lines, stormwater lines or any other infrastructure which may exist in said right-of-way unless otherwise stated below. Items i-iv above being, collectively, the "**Easements**"

B. The Petitioner has requested the City release and terminate the Easements and any public interests, rights or access associated with the same.

C. The City is agreeable to terminate any and all rights and interests held by the City or the public under the Easements, and to quitclaim the same to Petitioner, excepting those more particularly described below.

D. The City Manager, in consultation with the Department of Transportation and Engineering, Greater Cincinnati Water Works, and the Metropolitan Sewer District, has determined that the subway tunnels and associated easements no longer serve any municipal purpose and there is good cause to terminate and release the Easements because it is in the best interest of the City to no longer be responsible for the maintenance and liability associated with the Easements which are not in use.

E. Cincinnati City Planning Commission approved the termination of the Easements at its meeting on September 20, 2024.

F. The City Council of the City of Cincinnati authorized the execution of this Termination Agreement by Ordinance No. []-[] passed by Cincinnati City Council on _____, 2026.

NOW, THEREFORE, for valuable consideration received, the City and Petitioner agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Termination Agreement as if fully set forth herein.
2. **Release and Termination of Easements.** The City hereby releases, terminates, and forever quitclaims to Petitioner any and all rights and interests granted by, or which may otherwise be deemed to arise from, the Easements and confirms that all terms, conditions, provisions, covenants, and restrictions contained therein and relating to the same are of no further force or effect.
3. **Sewers.** Notwithstanding the foregoing, the City hereby reserves an easement for the operation, maintenance, repair, and replacement of a gravity main sanitary sewer line beginning in the Wesley Avenue right-of-way and running east, through and along the Harris Avenue right-of-way, to Forest Avenue as depicted in Exhibit E. Such easement reserved being not less than twenty (20) feet wide centered on the existing public sewer with the final permanent easement width being that which is reasonably necessary for said operation, maintenance, repair and replacement as determined relative to the depth and diameter of the public sewer and as required by the guidelines and restrictions of the Metropolitan Sewer District of Greater Cincinnati Rules and Regulations. Per Metropolitan Sewer District of Greater Cincinnati Rules and Regulations Section 206, no structure which may interfere with the access to the sewers located within the reserved easement area or which may exert loading upon the sewer shall be constructed or erected.
4. **Future maintenance and liability.** As part of the consideration for this release and termination Petitioner agrees to assume liability and responsibility for the control and/or maintenance of the rapid transit tunnels, retaining walls, railings, and other associated structures for any portion of the same which remain on Petitioner's Property at the time of this release.
5. **Construction and permitting.** Petitioner hereby understands and acknowledges that, notwithstanding the release of any rights which may be the subject of this agreement, Petitioner shall still be required to obtain the necessary permits for the abandonment and removal of the relevant City infrastructure prior to construction and/or demolition.
6. **Indemnity.** The Petitioner hereby agrees to 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, attorney's fees, demands, judgments, liability, injuries, and damages suffered or incurred by or asserted against the Indemnified Parties, including, without limitation to, Workers' Compensation claims attributable to bodily injury or death, or damage to existing utility facilities belonging to a utility provider, the City's streetcar infrastructure, or other City assets related to or arising from the acts of the Petitioner and its agents, employees, contractors,

subcontractors, licensees, invitees or anyone else acting at its request in connection with the demolition work and activities to be completed on Petitioner's Property.

7. **Disclosures**. Petitioner hereby acknowledges that it is aware that the reinforced concrete rapid transit tunnels in the location of the Easements have been filled with a combination of light weight and medium weight-controlled density fill.
8. **Governing Law**. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
9. **Binding Effect**. This Termination Agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
10. **Authority**. Each party hereto represents and warrants to the other party that it has full power to enter into this Termination Agreement and that the individual executing this Termination Agreement on behalf of such party is duly authorized to execute and deliver this Termination Agreement.
11. **Entire Agreement**. This Termination Agreement, including the attached exhibits, contains the entire agreement between the parties hereto and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.
12. **Coordinated Report Conditions (CR 45-2024)**. The following additional conditions shall apply as required by the stated City department or affiliate:
 - a. Cincinnati Department of Transportation and Engineering: all proceeds from the release of easements in the public right-of-way shall be deposited into the Cincinnati Street Improvement Fund (980X202306).
 - b. Metropolitan Sewer District of Greater Cincinnati: The City reserves the easement for the sanitary sewer as described in Section 3 above. This sewer is sanitary only and Petitioner shall apply for and have completed a connection to the Norwood storm sewer system for stormwater drainage purposes.
 - c. Duke Energy Gas: Duke energy maintains a gas main on the north side of Harris Avenue. This infrastructure shall remain and an easement shall be reserved for the maintenance, operation, renewal, reconstruction, and removal of the same pursuant to Ohio Revised Code 723.041.
 - d. Altafiber: Altafiber maintains underground telecommunications lines in the Harris Avenue right-of-way. This infrastructure shall remain and an easement shall be reserved for the maintenance, operation, renewal, reconstruction, and removal of the same pursuant to Ohio Revised Code 723.041.
13. **Execution in Counterparts**. This Termination Agreement may be executed and delivered in any number of counterparts, each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
14. **Exhibits**. The following exhibits are attached to this instrument and made a part hereof.
 - Exhibit A – *Legal Description—the Petitioner's Property*
 - Exhibit B – *Subway Easement 1*
 - Exhibit C – *Retaining Wall Easement*
 - Exhibit D – *Subway Easement 2*
 - Exhibit E – *Reserved Sewer Easement*

Recommended by:

Greg Long, Interim Director
City of Cincinnati Department of Transportation and Engineering

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

Exhibit A
to Termination Agreement
Legal Description-the Petitioner's Property

Tract 1 - Parcel Nos. 651-0022(0236, 0237 & 0238 CONS.) ST

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being all of the land conveyed to The Zumbiel C. W. Company by Deed Book 3881, Page 984 of the Hamilton County Recorder's Office, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue, N 84°11'57" W a distance of 374.69 feet to a point;

Thence leaving said centerline of Harris Avenue, S 06°53'56" W a distance of 30.01 feet to a set 5/8" iron pin in the southerly right-of-way of Harris Avenue, said point also being the northeast corner of a 1.048 acre tract of land conveyed to The Zumbiel C. W. Company as recorded in Deed Book 1836, Page 150, and the POINT OF BEGINNING for the herein described tract of land;

Thence along said southerly right-of-way S 84°11'57" E a distance of 296.74 feet to a set cross notch in the westerly line of a parcel conveyed to Metropolitan Railway Inc. as recorded in Deed Book 5540, Page 159;

Thence along said westerly line, along a curve to the right with a radius of 1081.28 feet, an arc length of 177.53 feet, a chord bearing S 47°47'47" W and a chord distance of 177.33 feet to a found railroad spike;

Thence continuing along said westerly line, along a curve to the right with a radius of 385.28 feet, an arc length of 195.86 feet, a chord bearing of S 75°38'56" W and a chord distance of 193.76 feet to a set 5/8" iron pin in the easterly line of said 1.048 acre parcel;

Thence along said easterly line, N 06°53'56" E a distance of 198.58 feet to the POINT OF BEGINNING containing approximately 0.907 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set are 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

Tract 2 - Parcel No. 651-0022-0175

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being all of the land conveyed to Canora Corporation by Deed Book 2557, Page 27 of the Hamilton County Recorder's Office, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue N 84°11'57" W a distance of 635.70 feet to a point;

Thence leaving said centerline of Harris Avenue S 05°48'03" W a distance of 30.00 feet to a set cross notch in the southerly right-of-way of Harris Avenue, said point also being the northwest corner of a 1.048 acre tract of land conveyed to The Zumbiel Realty Corporation as recorded in Deed Book 1836, Page 150, and the POINT OF BEGINNING for the herein described tract of land;

Thence leaving said southerly right of way, along said westerly line, S 05°48'03" W a distance of 133.38 feet to a set 5/8" iron pin;

Thence leaving said westerly line, N 68°16'57" W a distance of 171.13 feet to a set 5/8" iron pin in the easterly line of a 1.8360 acre parcel conveyed to Duke Energy Ohio Inc. by Deed Book 3322, Page 191;

Thence along said easterly line, N 05°48'03" E a distance of 86.45 feet to a set cross notch in said southerly right-of-way of Harris Avenue;

Thence along said southerly right-of-way S 84°11'57" E a distance of 164.57 feet to the POINT OF BEGINNING containing approximately 0.415 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set at 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

Tract 3 - Parcel Nos. 651-0022-0239 through 248 ^{cons} ST

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase. Being part of Lots 65, 64, 63, 3, 2 and 1 of L.C. Hopkins Subdivision of East Norwood as recorded in Plat Book 5, Pages 272 & 273, and all of the land vacating part of Pine Street as described in Ordinance 39, 1970 as recorded in Deed Book 3734, Page 656, and part of the Lots 1, 2, 3, 39, 40 and 41 of Norwood Highland Syndicate as recorded in Plat Book 7, Page 78, and all of the land vacating Ash Street as described in Ordinance 39, 1970 recorded in Deed Book 3734, Page 656, and conveyed to The Zumbiel Realty Company by Deed Book 2484, Page 316 and Deed Book 3692, Page 130 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue N 84°11'57" W a distance of 175.19 feet to a point;

Thence leaving said centerline, N 05°40'03" E a distance of 30.00 feet to a set 5/8" iron pin at the northerly right-of-way of Harris Avenue, said iron pin also being the southeast corner of said Lot 65 and the POINT OF BEGINNING for the herein described tract of land;

Thence with said northerly right-of-way, and the southerly lines of said L.C. Hopkins Subdivision of East Norwood Lots 65, 64, 63, and the southerly line of said vacated Pine Street, and the southerly lines of Lots 3, 2 and 1, the southerly lines of said Norwood Highland Syndicate Lots 1, 2, 3, and said vacated Ash Street, and the southerly lines of Lots 39, 40, and 41, N 84°11'57" W a distance of 700.00 feet to a set 5/8" iron pin at the southwest corner of said Lot 41, said point also being the southeast corner of a 0.4360 acre parcel conveyed to Duke Energy Ohio, Inc. by Deed Book 1439, Page 121;

Thence leaving said northerly right of way, along the east line of said 0.4360 acre parcel, N 05°40'03" E a distance of 72.50 feet to a set 5/8" iron pin in the southerly right-of-way of eastbound S.R. 562;

Thence along said southerly right-of-way of said eastbound S.R. 562 the following eight (8) courses:

1. Thence through said Lots 41, 40 and 39, S 81°14'30" E a distance of 150.22 feet to a set 5/8" iron pin in the westerly right-of-way of vacated Ash Street;
2. Thence S 81°14'43" E a distance of 50.07 feet to a set 5/8" iron pin in the easterly right-of-way of vacated Ash Street;
3. Thence through said Lots 3 and 2, S 81°14'25" E a distance of 100.15 feet to a set 5/8" iron pin in the easterly line of said Lot 2;
4. Thence through Lots 1 of Norwood Highland Syndicate, and Lot 1 and 2 of L.C. Hopkins Subdivision of East Norwood, S 79°49'34" E a distance of 125.38 feet to a set 5/8" iron pin;
5. Thence continuing through said Lot 2 and 3, S 79°49'31" E a distance of 75.23 feet to a found 5/8" iron pin with no cap in the westerly right-of-way of vacated Pine Street;
6. Thence S 78°29'14" E a distance of 50.26 feet to a set 5/8" iron pin in the easterly right-of-way of vacated Pine Street, said point also being the westerly line of said Lot 63;
7. Thence through said Lots 63 and 64, S 78°28'23" E a distance of 72.37 feet to a set 5/8" iron pin;
8. Thence continuing through said Lot 64 and 65, S 79°13'03" E a distance of 78.32 feet to a set 5/8" iron pin in the east line of said Lot 65;

Thence leaving said southerly right-of-way, along the east line of Lot 65, S 05°40'03" W a distance of 22.70 feet to the POINT OF BEGINNING containing 0.819 acres of land more or less.

Thence leaving said southerly right-of-way, along the east line of Lot 65, S 05°40'03" W a distance of 22.70 feet to the POINT OF BEGINNING containing 0.819 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set at 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

Tract 4 - Parcel No. 651-0022-0110 st

Situated in the State of Ohio, Hamilton County, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being all of the land conveyed to The Zumbiel Realty Company by Deed Book 1836, Page 150 of the Hamilton County Recorder's Office, and being more particularly described as follows:

BEGINNING FOR REFERENCE at the centerline intersection of Forest Avenue and Harris Avenue along the centerline of Harris Avenue N 84°11'57" W a distance of 374.69 feet to a point;

Thence leaving said centerline of Harris Avenue S 06°53'56" W a distance of 30.01 feet to a set 5/8" iron pin in the southerly right-of-way of Harris Avenue, said point also being the northwest corner of a 0.880 acre tract of land conveyed to The Zumbiel C.W. Company as recorded in Deed Book 3881, Page 984, and the POINT OF BEGINNING for the herein described tract of land;

Thence leaving said southerly right of way, along said westerly line of said Zumbiel C.W. Company tract, S 06°53'56" W a distance of 198.58 feet to a set 5/8" iron pin in the northerly line of a parcel conveyed to Metropolitan Railway Inc. by Deed Book 5540, Page 159;

Thence continuing along said northerly line, N 75°58'52" W a distance of 59.26 feet to a set 5/8" iron pin;

Thence leaving said northerly line N 68°13'10" W a distance of 205.93 feet to a set 5/8" iron pin in the easterly line of a 0.423 acre parcel conveyed to Canora Corporation by Deed Book 2557, Page 27;

Thence along said easterly line N 05°48'03" E a distance of 133.38 feet to a set cross notch in the southerly right-of-way of Harris Avenue;

Thence along said southerly right-of-way S 84°11'57" E a distance of 260.43 feet to the POINT OF BEGINNING containing approximately 1.0053 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations D12232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N 39°09'47.62600", Longitude W 84°26'58.56800" and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on December 16, 2015.

All iron pins set at 5/8" x 30" with "CEC" or "Wilson 8281" stamped caps.

51

Tract 5 - Parcel No. 651-0022-0065

Situate in Section 34, T4, FR2, Columbia Township, Hamilton County, State of Ohio and in the City of Norwood, being part of Lots 43 and 44 of Norwood Highland Syndicate Subdivision as shown and recorded in Plat Book 7, Page 78, Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 44, said corner being the intersection of the easterly line of Marion Avenue with the northerly line of Harris Avenue; thence from said place of beginning, South 84°11'13" East, along the northerly line of Harris Avenue, 87.94 feet to a point, said point being North 84°11'13" West, 12.06 feet from the southeast corner of said Lot 43; thence departing from the northerly line of Harris Avenue, North 5°40'47" East, 70.06 feet to a point in the southerly limited access right of way line of State Route 562 (Norwood Lateral); thence North 82°11'44" West along the southerly limited access right of way line of said Highway, 88.00 feet to a point in the easterly line of Marion Avenue; thence South 5°40'47" West along the easterly line of said Marion Avenue, 73.12 feet to the southwest corner of said Lot 44, the place of beginning, containing 6295.7 sq. ft. of land, more or less. (The above described property was surveyed by Jack K. Bridges, Registered Surveyor, #4050, State of Ohio.)

51

Tract 6 - Parcel No. 651-0022-0213

Situate in Hamilton County, Ohio, Columbia Township, Section 34, Town 4, Fractional Range 2, City of Norwood, and being more particularly described as follows:

Beginning at the intersection of the existing northerly right-of-way line of Harris Avenue and the existing westerly right-of-way line of Marion Avenue, said point being the southeasterly corner of Lot No. 81 on the Plat of the Norwood-Highland Syndicate's 2nd Subdivision as recorded in Plat Book 8, Volume 1, Page 3, of the Hamilton County Recorder's Office; thence N 5°40'47" E, along the existing westerly right-of-way line of Marion Avenue, the east line of said Lot 81, and the southerly Limited Access right-of-way line of S.R. 562 for a distance of 73.32 feet to a point; thence S 83°57'02" E, along the southerly Limited Access right-of-way line of S. R. 562 for a distance of 25.00 feet to a point in the center of Marion Avenue; thence S 5°40'47" W, along the center of Marion Avenue for a distance of 73.22 feet to a point in the existing northerly right-of-way line of Harris Avenue; thence N 84°11'13" W, along the existing northerly right-of-way line of Harris Avenue for a distance of 25.00 feet to the point of beginning. Contains 1832 Square Feet, including present road with occupies 1832 Square Feet but subject to the occupancy of all existing utilities. Being all of the land acquired by the State of Ohio from the City of Norwood as recorded in City of Norwood, Council Ordinance No. 46, 1973.

Situated in the State of Ohio, Hamilton County, Columbia Township, City of Norwood, Section 34, Township 4, Fractional Range 2 of the Miami Purchase and being part of Lot 42 and Lot 43 of the Norwood Highland Syndicate Subdivision as recorded in Plat Book 7, Page 78, and being a 0.1304 acre parcel owned by Duke Energy Ohio, Inc. by Deed Book 1439, Page 121, and being more particularly described as follows:

COMMENCING at the centerline intersection of Forest Avenue and Harris Avenue, thence along the centerline of Harris Avenue North $84^{\circ}11'57''$ West a distance of 875.20 feet to a point;

Thence leaving said centerline of Harris Avenue North $05^{\circ}40'47''$ East a distance of 30.00 feet to a found $5/8''$ iron pin with Wilson 8281 cap in the northerly right-of-way of Harris Avenue, said point also being the southwest corner of a 10,294 square foot parcel owned by The Zumbiel Realty Company by Deed Book 3692, Page 130, and the **POINT OF BEGINNING** for the herein described tract of land;

Thence with said northerly right-of-way, North $84^{\circ}11'57''$ West a distance of 62.06 feet to a found $5/8''$ iron pin with Wilson 8281 cap at the southeast corner of a 0.1445 acre parcel owned by Zumbiel C.W. Company by Deed Book 3929, Page 481;

Thence leaving said northerly right-of-way, with the east line of said Zumbiel parcel, North $05^{\circ}40'47''$ East a distance of 70.06 feet to a found $5/8''$ iron pin with Wilson 8281 cap in the southerly line of a 10,523 square foot parcel conveyed to State of Ohio by Deed Book 3715, Page 783, said point also being in the southerly right-of-way of S.R. 562;

Thence along the southerly line of said State of Ohio parcel the following four (4) courses:

1. South $82^{\circ}11'44''$ East a distance of 1.00 feet to a set $5/8''$ iron pin with cap;
2. North $05^{\circ}40'47''$ East a distance of 16.00 feet to a set $5/8''$ iron pin with cap;
3. North $24^{\circ}40'38''$ East a distance of 6.33 feet to a set $5/8''$ iron pin with cap;
4. South $84^{\circ}11'13''$ East a distance of 59.00 feet to a set $5/8''$ iron pin with cap in the westerly line of a parcel owned by the State of Ohio by Deed Book 3498, Page 30;

Thence leaving said southerly line, with said State of Ohio west line and the west line of said Zumbiel Realty Company, South $05^{\circ}40'47''$ West a distance of 92.00 feet to the **POINT OF BEGINNING** containing approximately 0.1304 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations DI2232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N $39^{\circ}09'47.62600''$, Longitude W $84^{\circ}26'58.56800''$ and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on May 12, 2017.

All iron pins set are $5/8''$ x 30" with "Wilson 8281" stamped caps.

This parcel is identified as Parcel ID: 651-0022-0066-00 of the Hamilton County Auditor's Office.

Tract 8

Situated in the State of Ohio, Hamilton County, Columbia Township, City of Norwood, Section 34 Township 4, Fractional Range 2 of the Miami Purchase and being part Marion Street vacated by Ordinance No. 46,1973 and recorded in Deed Book 3918, Page 949, and being a 0.0420 acre parcel owned by Duke Energy Ohio, Inc. by Deed Book 1439, Page 121 and being more particularly described as follows:

COMMENCING at the centerline intersection of Forest Avenue and Harris Avenue, thence along the centerline of Harris Avenue North $84^{\circ}11'57''$ West a distance of 1025.20 feet to a point;

Thence leaving said centerline of Harris Avenue North $05^{\circ}40'48''$ East a distance of 30.00 feet to a found $5/8''$ iron pin with Wilson 8281 cap in the northerly right-of-way of Harris Avenue, said point also being the southwest corner of a 0.1445 acre parcel owned by Zumbiel C.W. Company by Deed Book 3929, Page 481, and the **POINT OF BEGINNING** for the herein described tract of land;

Thence with said northerly right-of-way, North $84^{\circ}11'13''$ West a distance of 25.00 feet to a set $5/8''$ iron pin with Wilson 8281 cap;

Thence leaving said northerly right-of-way, North $05^{\circ}40'48''$ East a distance of 73.22 feet to a set $5/8''$ iron pin with Wilson 8281 cap;

Thence South $83^{\circ}57'02''$ East a distance of 25.00 feet to a set mag nail in the westerly line of said Zumbiel C.W. Company parcel;

Thence with said westerly line South $05^{\circ}40'48''$ West a distance of 73.12 feet to the **POINT OF BEGINNING** containing approximately 0.0420 acres of land more or less.

Basis of bearings is U.S. State Plane, NAD83 Ohio South (3402), established from a static observation and post processed utilizing NGS OPUS solution utilizing base stations DI2232 OHDT City of Dayton CORS ARP, DK3322 KYTF KY Hwy Dist. 6 CORS ARP, HD9007 KYBO Boone County CORS ARP. State Plane coordinates taken to ground at Latitude N $39^{\circ}09'47.62600''$, Longitude W $84^{\circ}26'58.56800''$ and a project height 516.485 feet and a ground scale factor of 1.0000813366.

This legal description is made in accordance with a field survey performed by Civil & Environmental Consultants, Inc. on May 12, 2017.

All iron pins set are $5/8'' \times 30''$ with "Wilson 8281" stamped caps.

This parcel is identified as Parcel ID: 651-0022-0214-00 of the Hamilton County Auditor's Office.

Tract 9

Situate in Section 34, Town 4, Fractional Range 2, Columbia Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the intersection of the southerly line of Harris Avenue and the southerly prolongation of the easterly line of Marion Street; thence along the southerly line of Harris Avenue North $83^{\circ} 50' 41''$ East, 222.12 feet to the easterly line of the City of Cincinnati (Rapid Transit) property; thence along said easterly line, South $6^{\circ} 09' 19''$ East, 86.26 feet to the southerly line of said City of Cincinnati property; thence along said southerly line (said southerly line being also the northerly line of Baltimore and Ohio Railroad Company property) North $80^{\circ} 14' 19''$ West, 58.98 feet to an angle; thence along said southerly line, South $84^{\circ} 55' 08''$ West, 103.45 feet to an angle; thence along said southerly line, North $80^{\circ} 14' 19''$ West, 1,102.95 feet to the westerly line of the City of Cincinnati (Rapid Transit) property; thence along said westerly line North $6^{\circ} 29' 41''$ East, 32.82 feet to the southerly line of Harris Avenue; thence along the southerly line of Harris Avenue South $77^{\circ} 15' 19''$ East, 120.66 feet to an angle; thence along the southerly line of Harris Avenue, South $80^{\circ} 14' 19''$ East, 828.75 feet to an angle; thence along the southerly line of Harris Avenue, North $83^{\circ} 50' 41''$ East, 80.37 feet to the place of beginning.

Subject to easements, conditions and restrictions of record including, but not limited to an easement for the maintenance of a retaining wall and its footing as set forth in Deed Book 3322, Page 191 of the Hamilton County Recorder's Office.

This tract being Hamilton County Ohio Parcel No. 0651-0022-0020

Exhibit B
to Release and Termination Agreement
Subway easement 1

A triangular shaped tract of land in the City of Norwood, Section 34, Columbia Township, Hamilton County, Ohio, bounded and described as follows:

Beginning in the south line of Harris Avenue at a point two hundred and forty-four (244) feet west of the west line of Pine Street; thence westwardly one hundred and eighty-five (185) feet along the south line of Harris Avenue to the west line of the property of the Boss Washing Machine Company; thence southwardly thirty-five (35) feet at right angles to Harris Avenue along the west line of the property of the Boss Washing Machine Company; thence northeastwardly one hundred and eighty-eight and 26/100 (188.26) feet along a hypotenuse line to a point in the south line of Harris Avenue, the place of beginning;

Being part of the property conveyed to the Boss Washing Machine Company by deed dated May 21, 1923, and recorded in Deed Book 1315, Page 374 of the records in the office of the Recorder of Hamilton County, Ohio.

Exhibit C
to Release and Termination Agreement
Retaining Wall Easement

Situate in Section 34, Town 4, Fractional Range 2, Columbia Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the intersection of the southerly line of Harris Avenue and the southerly prolongation of the easterly line of Marion Street; thence along the southerly line of Harris Avenue North 83° 50' 44" East, 222.12 feet to the easterly line of the City of Cincinnati (Rapid Transit) property; thence along said easterly line, South 6° 09' 19" East, 86.26 feet to the southerly line of said City of Cincinnati property; thence along said southerly line (said southerly line being also the northerly line of Baltimore and Ohio Railroad Company property) North 80° 14' 19" West, 58.98 feet to an angle; thence along said southerly line, South 84° 55' 08" West, 103.45 feet to an angle; thence along said southerly line, North 80° 14' 19" West, 1,102.95 feet to the westerly line of the City of Cincinnati (Rapid Transit) property; thence along said westerly line North 6° 29' 41" East, 32.82 feet to the southerly line of Harris Avenue South 77° 15' 19" East, 120.66 feet to an angle; thence along the southerly line of Harris Avenue, South 80° 14' 19" East, 828.75 feet to an angle; thence along the southerly line of Harris Avenue, North 83° 50' 41" East, 80.37 feet to the place of beginning.

Being part of the same premises conveyed to the City of Cincinnati by deeds recorded in Deed Book 1361, Page 147 and Deed Book 1373, Page 154, Hamilton County, Ohio records.

EXHIBIT D

To Release and Termination Agreement
Subway Easement 2

An easement for subway in a triangular shaped tract of land in the City of Norwood, Section 34, Columbia Township, Hamilton County, Ohio, bounded and described as follows:

Beginning in the south line of Harris Avenue at the intersection of the west line of The Cincinnati, Lebanon and Northern Railroad right of way; thence westwardly along the south line of Harris Avenue to a point which is 162 feet west of the west line of Forest Avenue; thence southeastwardly on a hypotenuse line to said west right of way line, (said hypotenuse line, if extended southeastwardly, would intersect the west line of Forest Avenue at a point 47 feet south of the south line of Harris Avenue), thence northeastwardly along the west right of way line to a point in the south line of Harris Avenue, the place of beginning.



202600419

Seth Walsh
Councilmember

2/2/26

MOTION

To Quantify the Success of our Current District TIFs

WE MOVE that the Administration provide a report within forty-five (45) days establishing a metric for success of our currently established TIF districts. This metric should take into account the revenue generated by each district, how long they have existed, how large they are, how much time remains until they need to be renewed, and projected growth in the districts.

WE FURTHER MOVE that the Administration use this metric to rank the currently established TIF districts from most to least successful and a recommendation on criteria for determining whether or not to end or not renew an existing TIF.

Councilmember Seth Walsh

Councilmember Mark Jeffreys



202000405

Seth Walsh
Councilmember

2/2/26

MOTION

To Explore How to Build More Quality Development in the City of Cincinnati

WE MOVE that the Administration provide a report within sixty (60) days on restrictions and policies in the zoning and building codes that impact the ability to more easily build quality development including, but not limited to, minimum lot sizes, setbacks and yard requirements, single stair reform, and ADU restrictions.

WE FURTHER MOVE that this review also include any relevant state law or codes and comparisons with peer and neighboring cities both within Ohio (Columbus and Cleveland) and those outside the state (Northern Kentucky, Nashville, Indianapolis, Pittsburgh, and Louisville).

Councilmember Seth Walsh

Councilmember Mark Jeffreys