



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

Chairperson Jeff Cramerding
Vice Chair Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Anna Albi
Councilmember Mark Jeffreys
Councilmember Evan Nolan
Councilmember Meeka Owens
President Pro Tem Victoria Parks
Councilmember Seth Walsh

Monday, December 16, 2024

1:00 PM

Council Chambers, Room 300

REVISED

AGENDA

MOTIONS

1. [202402527](#) **MOTION**, submitted by Councilmember Walsh and Vice Mayor Kearney, **WE MOVE** that the Administration provide a report within 60 days on potential grants, loan funding programs, and possible funding sources for businesses impacted by City construction projects. (STATEMENT ATTACHED).

Sponsors: Walsh and Kearney

Attachments: [202402527](#)

TRANSFERS AND APPROPRIATIONS

2. [202402499](#) **ORDINANCE**, submitted by Councilmember Cramerding, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, "MLK Jr. Park," to source Fund No. 050, "General Fund," to realign sources with uses; and **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, "General Fund," to Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 to provide one-time resources for the Price Hill Landing engagement process.

Sponsors: Cramerding

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

3. [202402502](#) **ORDINANCE**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of \$2,310 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

Sponsors: Kearney

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

GRANTS AND DONATIONS

4. [202402501](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency's Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

Sponsors: City Manager

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

5. [202402504](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City's aging original recycling cart fleet.

Sponsors: City Manager

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

6. [202402505](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **ESTABLISHING** new capital improvement program project account no. 980x233x252346, "Landslide Mitigation PROTECT Grant," to provide landslide and retaining wall failure mitigation throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation ("PROTECT") grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, "Landslide Mitigation PROTECT Grant"; **AUTHORIZING** the Director of Finance to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, "Landslide Mitigation PROTECT Grant"; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

Sponsors: City Manager

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

7. [202402513](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
8. [202402500](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Park Board Commissioners' Fund into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment I](#)
[Attachment II](#)

9. [202402573](#) **ORDINANCE (B VERSION) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **AUTHORIZING** the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners' Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

Sponsors: City Manager

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

PAYMENTS

10. [202402503](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games; and **AUTHORIZING** the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

Sponsors: City Manager

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

WATER SERVICE AGREEMENT

11. [202402519](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to execute a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water service through December 31, 2050.

Sponsors: City Manager

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

FEE ADJUSTMENTS

12. [202402562](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **AUTHORIZING** the Department of City Planning and Engagement (“DCPE”) to adjust fees charged for certain services for planning-related functions and in administering the Cincinnati Zoning Code to allow the DCPE to recover a higher portion of its true cost of the services provided

Sponsors: City Manager

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

COMMUNITY REINVESTMENT AREA AGREEMENT

13. [202402567](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, at a total construction cost of approximately \$26,000,000. (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

Sponsors: City Manager

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

DEVELOPMENT AGREEMENT

14. [202402575](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **AUTHORIZING** the City Manager to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, to facilitate renovation and construction of a mixed-use development on the real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$2,900,000 from the unappropriated surplus of 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. 483x164x7200 to provide resources for the renovation and construction activities of the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the renovation and construction activities associated with the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood to be a public purpose and constitute a "Housing Renovation" (as defined in Ohio Revised Code Section 5709.40(A)(3)) that is located within the District 4 - Downtown-OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

Sponsors: City Manager

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

ADJOURNMENT



202402527

Seth Walsh
Councilmember

12/9/2024

MOTION

To provide a report on available funding to small businesses impacted by road closures

WE MOVE that the Administration provide a report within 60 days on potential grants, loan funding programs, and possible funding sources for businesses impacted by City construction projects.

STATEMENT

The repairs along Riverside Drive and Edwards Road have caused unintentional and unintended harm to small businesses located adjacent to the projects. The work of keeping our streets well-maintained is important, but many small businesses still have a loss of profit during periods of road closure along our neighborhood business districts. Particularly in the case of emergency road repairs, these businesses often have very little lead time to adjust their planned expenditures to adjust for major road closures.

This report should include short-term grant funding or loan structures for the impacted small businesses and explore opportunities to create support programs for these businesses during periods of road closures in our neighborhood business districts. Administration should explore existing programs from other cities, including Salt Lake City's Small Business Construction Mitigation Grant and the City of San Antonio's Small Business Construction Support Grant Program.

Councilmember Seth Walsh

Vice Mayor Jan-Michele Kearney

202402499

Date: December 11, 2024

To: Councilmember Jeff Cramerding
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Ordinance - Engagement Process for Price Hill Landing**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” to source Fund No. 050, “General Fund,” to realign sources with uses; and **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 to provide one-time resources for the Price Hill Landing engagement process.

EESW/AKS(dmm)
Attachment
412532



EMERGENCY

City of Cincinnati

AKS

EESW

An Ordinance No. _____

- 2024

AUTHORIZING the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” to source Fund No. 050, “General Fund,” to realign sources with uses; and **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 to provide one-time resources for the Price Hill Landing engagement process.

WHEREAS, Council wishes to provide one-time resources to support the Price Hill Landing engagement process to be conducted by Great Parks of Hamilton County; and

WHEREAS, there are sufficient funds in the Parks Department’s capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” that can be made available to support the Price Hill Landing engagement process; and

WHEREAS, community engagement activities for Price Hill Landing are in accordance with the “Live” goal to “[b]uild a robust public life” as well as the strategy to “[d]evelop and maintain inviting and engaging public spaces that encourage social interaction between different types of people” as described on pages 150-152 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” to source Fund No. 050, “General Fund,” is authorized to realign sources with uses.

Section 2. That the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to the Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 is authorized to provide one-time resources for the Price Hill Landing engagement process.

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

Section 4. That this ordinance shall 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 make funding available for the Price Hill Landing engagement process.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____

2024 02 02
Date: December 11, 2024

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Ordinance – FY 2025 Office Budget Adjustments**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the transfer of \$2,310 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

EESW/LES(dmm)
Attachment
412304

EMERGENCY

City of Cincinnati

LES

EESW

An Ordinance No. _____

- 2024

AUTHORIZING the transfer of \$2,310 within the General Fund from Vice Mayor Kearney’s General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney’s General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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

Section 1. That \$2,310 existing within Vice Mayor Kearney’s General Fund personnel operating budget account no. 050x029x7100 is transferred to Vice Mayor Kearney’s General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____

Clerk

December 11, 2024

To: Mayor and Members of City Council

202402501

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – OES: Ohio EPA Grant for Interior Recycling Bins

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

This Ordinance authorizes the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency (OEPA)’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

The grant resources would enable the City to provide interior recycling bins for approximately 20,000 households. The City would prioritize offering bins to qualifying households in neighborhoods with households with an AMI of under \$50,000, which are less likely to have interior recycling bins. Interior bins help raise recycling participation, increase waste diversion from landfills, reduce litter and illegal dumping, and decrease the impact of litter on sewer and stormwater systems.

The grant requires local matching funds of 25 percent of the grant amount, which would be provided from existing resources in Wheeled Recycling Cart and Green Cincinnati Plan Sustainability Initiatives capital improvement program project accounts. No new FTEs/full time equivalents are required.

The grant application deadline was December 6, 2024, and the City has already applied for the grant, but no grant resources will be accepted without approval by the City Council.

Applying for this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-186 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

WHEREAS, a grant of up to \$200,000 is available from the Ohio Environmental Protection Agency to provide interior recycling bins to residents of two- to four-unit multi-family dwellings; and

WHEREAS, the grant resources would enable the City to provide interior recycling bins for approximately 20,000 households; and

WHEREAS, the City would prioritize offering bins to qualifying households in neighborhoods with households with an AMI of under \$50,000, which may include neighborhoods that have been identified as the Rising 15 Neighborhoods, which are less likely to have interior recycling bins, and would expand to other neighborhoods if inventory permits; and

WHEREAS, interior bins help raise recycling participation, increase waste diversion from landfills, reduce litter and illegal dumping, and decrease the impact of litter on sewer and stormwater systems; and

WHEREAS, the grant requires local matching funds of 25 percent of the grant amount, which would be provided from existing resources in Wheeled Recycling Cart and Green Cincinnati Plan Sustainability Initiatives capital improvement program project accounts; and

WHEREAS, there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, the grant application deadline was December 6, 2024, and the City already has applied for the grant, but no grant resources will be accepted without approval by Council; and

WHEREAS, applying for this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-186 and 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings in neighborhoods

with households with an AMI of under \$50,000, which may include neighborhoods that have been identified the Rising 15 Neighborhoods.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



December 11, 2024

To: Mayor and Members of City Council 202402504
From: Sheryl M. M. Long, City Manager
Subject: **Ordinance – OES: EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant Application**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging original recycling cart fleet.

This Ordinance authorizes the City Manager to apply for a grant of up to \$5,000,000 from the United States Environmental Protection Agency (EPA) under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging, original recycling cart fleet.

The City’s recycling cart fleet includes approximately 80,000 aging, original recycling carts across all City neighborhoods. The original recycling cart fleet was obtained and deployed in 2010, with a ten-year warranty period. The original recycling carts within the fleet are out of the warranty period and failing at an increasing rate. Replacing these aging, original recycling carts will help raise recycling participation, increase waste diversion from the landfill, reduce litter and illegal dumping, and decrease the litter impact to the City’s sewer system.

This grant requires no matching funds from the City, and there are no new FTEs/full time equivalents associated with this grant.

To meet the grant application deadline of December 20, 2024, the City may apply for the grant prior to the passage of this Ordinance, but no funds will be accepted without approval by the City Council.

Replacing the City’s aging, original recycling cart fleet is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-185 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging original recycling cart fleet.

WHEREAS, a grant of up to \$5,000,000 is available from the U.S. Environmental Protection Agency (EPA) under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to support improvements to local post-consumer materials management, including municipal recycling programs, and assisting local waste management authorities in making improvements to local waste management systems; and

WHEREAS, the City’s recycling cart fleet includes approximately 80,000 aging, original recycling carts across all City neighborhoods; and

WHEREAS, the original recycling cart fleet was obtained and deployed in 2010, with a ten-year warranty period, and these original recycling carts within the fleet are out of the warranty period and failing at an increasing rate; and

WHEREAS, replacing these aging, original recycling carts will help raise recycling participation, increase waste diversion from the landfill, reduce litter and illegal dumping, and decrease the litter impact to the City’s sewer system; and

WHEREAS, this grant requires no matching funds from the City and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, to meet the grant application deadline of December 20, 2024, the City may apply for the grant prior to the passage of this ordinance, but no funds will be accepted without approval by Council; and

WHEREAS, replacing the City’s aging, original recycling cart fleet is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-185 and 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging, original recycling cart fleet.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



December 11, 2024

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: Ordinance – DOTE: Accept PROTECT Grant for Landslide Mitigation

202402505

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation (“PROTECT”) grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; **AUTHORIZING** the Director of Finance to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

This Ordinance establishes capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City. This Ordinance also authorizes the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation (“PROTECT”) grant of up to \$10,079,824 to the newly established “Landslide Mitigation PROTECT Grant” capital improvement program project account.

On September 7, 2023, the City Council approved Ordinance No. 0293-2023, which authorized the City Manager to apply for a PROTECT grant of up to \$10,200,000. The City was awarded up to \$10,079,824 in PROTECT grant resources.

The PROTECT grant requires a twenty percent local match, which will be provided from a combination of future capital improvement program projects, existing grants, and partially funded Community Budget Requests (CBRs). No new FTE/full time equivalents are required.

Utilizing grant funding for transportation projects that improve the safety of City streets is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to [p]reserve our built history” as described on pages 193 – 198 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

ESTABLISHING new capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; **AUTHORIZING** the Director of Finance to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on September 7, 2023, Council passed Ordinance No. 293-2023, which authorized the City Manager to apply for a Resilience Improvements grant of up to \$10,200,000 from the U.S. Department of Transportation’s (“USDOT”) Promoting Resilient Operations for Cost-Saving Transportation (“PROTECT”) grant program for resources to ensure transportation resilience to natural hazards including improving the safety of City streets by addressing numerous landslide and retaining wall failures in City neighborhoods; and

WHEREAS, the City was awarded a PROTECT grant of up to \$10,079,824 from USDOT, and Council authorization is required to accept and appropriate grant resources; and

WHEREAS, the PROTECT grant requires a twenty percent local match, which will be provided from a combination of future capital improvement program project accounts, existing grants, and partially funded community budget requests; and

WHEREAS, there are no new FTEs/full-time equivalents associated with this grant; and

WHEREAS, utilizing grant funding for transportation projects that improve the safety of City streets is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]reserve our built history” as described on pages 193 – 198 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish capital improvement program project account 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City.

Section 2. That the City Manager is authorized to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant.”

Section 3. That the Director of Finance is authorized to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant.”

Section 4. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

Section 5. That the proper City officials are authorized to take all necessary actions to carry out the terms of the grant and Sections 1 through 4.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



December 11, 2024

To: Mayor and Members of City Council 202402513
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance –Fire: Firefighter Appreciation Day Donation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

This Emergency Ordinance authorizes the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department (CFD) team building and promotional events. It also authorizes the Director of Finance to deposit the donated resources into General Fund revenue account 050x8571. Finally, this Emergency Ordinance authorizes the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

The Rotary Foundation of Cincinnati donated \$1,000 in honor of the 2024 Fire Department Appreciation event hosted by the Cincinnati Rotary Club. This donation will be utilized to support team building and promotional events in the Cincinnati Fire Department.

This donation does not require additional FTEs/full time equivalents or matching funds.

Acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 209-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need for the Cincinnati Fire Department to timely accept and utilize the donated funds.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

KKF

- 2024

AUTHORIZING the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

WHEREAS, the Rotary Foundation of Cincinnati generously donated \$1,000 to the City of Cincinnati in honor of the 2024 Fire Department Appreciation event hosted by the Cincinnati Rotary Club; and

WHEREAS, the \$1,000 in donated funds will be used by the Cincinnati Fire Department for team building and promotional events; and

WHEREAS, there are no matching funds required to accept this donation, and there are no FTEs/full time equivalents associated with this donation; and

WHEREAS, acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 209-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events.

Section 2. That the Director of Finance is authorized to deposit the donated funds into General Fund 050 revenue account no. 050x8571.

Section 3. That the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 is authorized to provide resources for Cincinnati Fire Department team building and promotional events.

{00412180-5}

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Cincinnati Fire Department to timely accept and utilize the donated funds.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

December 11, 2024

To: Mayor and Members of City Council

202402500

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Cash Donations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

This Emergency Ordinance authorizes the City Manager to accept and deposit a donation totaling \$446,511.22 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430. Furthermore, this Emergency Ordinance authorizes the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts according to the attached Schedule B.

Acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-196 and 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the need to provide resources to support ongoing Parks programming and capital improvement projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



EMERGENCY

MSS

- 2024

AUTHORIZING the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

WHEREAS, the Cincinnati Park Board Commissioners’ Fund (“Commissioners’ Fund”) consists of funds received from endowments and donations from various entities, including the Cincinnati Parks Foundation, to support the Cincinnati Park Board; and

WHEREAS, the Commissioners’ Fund received donations from the Cincinnati Parks Foundation throughout FY 2024 and FY 2025 in support of activities, capital improvement program projects, and other programs at various Cincinnati parks; and

WHEREAS, the Cincinnati Board of Park Commissioners (“Park Board”) has approved the allocation of \$446,511.22 from the Commissioners’ Fund, consisting of these donations from the Cincinnati Parks Foundation, to provide resources for continuing activities and programs at various Cincinnati parks and in support of Parks Department capital improvement program projects; and

WHEREAS, in the interest of time, resources previously donated for the Burnet Woods Dog Park were authorized to be appropriated from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 via Ordinance No. 388-2024; and

WHEREAS, this ordinance accepts and appropriates the balance of the resources needed for the Burnet Woods Dog Park in addition to other capital improvement program projects according to the attached Schedule B; and

WHEREAS, there is now a need for Council to accept and appropriate this donation from the Commissioners’ Fund to support various Parks Department operating and capital improvement needs outlined in the attached Schedules; and

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

WHEREAS, acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as

well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-196 and 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and deposit a donation of \$446,511.22 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430 for use by the Parks Department.

Section 2. That Council authorizes the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts, according to the attached Schedule A, to provide resources for various operating needs of the Parks Department.

Section 3. That Council authorizes the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts, according to the attached Schedule B, to provide resources for existing Parks Department capital improvement program projects.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to provide resources to support ongoing Parks programming and capital improvement projects.

Passed: _____, 2024

Attest: _____
Clerk

Aftab Pureval, Mayor

SCHEDULE OF TRANSFER

SCHEDULE A. Operating Budget Transfer Schedule

Parks Private Endowment and Donations Fund 430									
<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS		430		260,163.22	DEPARTMENT OF PARKS				
						430	202	7200	97,181.22
						430	202	7300	152,882.00
						430	203	7200	10,100.00
								Subtotal Supplemental Appropriations	260,163.22
TOTAL FUND REDUCTIONS				260,163.22	TOTAL FUND INCREASES				260,163.22

Schedule B.

SCHEDULE OF TRANSFER

Appropriate: \$185,692.82

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	430	Parks Private Endowment and Donations	232037	Mt. Airy Forest Bike Course	140,000.00	247,348.00	107,348.00
	430	Parks Private Endowment and Donations	242000	Park Infrastructure Rehabilitation	2,685,600.00	2,763,944.82	78,344.82

December 16, 2024

To: Members of the Budget and Finance Committee

202402573

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Cash Donations (B Version)

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners’ Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

The B Version of this Emergency Ordinance includes an attached list of donations.

This Emergency Ordinance authorizes the City Manager to accept and deposit a donation totaling \$446,511.22 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430. Furthermore, this Emergency Ordinance authorizes the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts according to the attached Schedule B.

Acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-196 and 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the need to provide resources to support ongoing Parks programming and capital improvement projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



EMERGENCY

MSS/B

- 2024

AUTHORIZING the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners’ Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

WHEREAS, the Cincinnati Park Board Commissioners’ Fund (“Commissioners’ Fund”) consists of funds received from endowments and donations from various entities, including the Cincinnati Parks Foundation, to support the Cincinnati Park Board; and

WHEREAS, the Commissioners’ Fund received donations from the Cincinnati Parks Foundation throughout FY 2024 and FY 2025 in support of activities, capital improvement program projects, and other programs at various Cincinnati parks as detailed in Attachment A; and

WHEREAS, the Cincinnati Board of Park Commissioners (“Park Board”) has approved the allocation of \$446,511.22 from the Commissioners’ Fund, consisting of these donations from the Cincinnati Parks Foundation, to provide resources for continuing activities and programs at various Cincinnati parks and in support of Parks Department capital improvement program projects; and

WHEREAS, in the interest of time, resources previously donated for the Burnet Woods Dog Park were authorized to be appropriated from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 via Ordinance No. 388-2024; and

WHEREAS, this ordinance accepts and appropriates the balance of the resources needed for the Burnet Woods Dog Park in addition to other capital improvement program projects according to the attached Schedule B; and

WHEREAS, there is now a need for Council to accept and appropriate this donation from the Commissioners’ Fund to support various Parks Department operating and capital improvement needs outlined in the attached Schedules; and

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

WHEREAS, acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy

to “[u]nite our communities” as described on pages 193-196 and 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners’ Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department.

Section 2. That Council authorizes the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts, according to the attached Schedule A, to provide resources for various operating needs of the Parks Department.

Section 3. That Council authorizes the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts, according to the attached Schedule B, to provide resources for existing Parks Department capital improvement program projects.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to provide resources to support ongoing Parks programming and capital improvement projects.

Passed: _____, 2024

Attest: _____
Clerk

Aftab Pureval, Mayor

Parks Foundation Cash Donations to Cincinnati Park Board for FY 2024 and FY 2025

Date	Fiscal Year	Type	Number	Grant Title/Specific Purpose	Donation Amount
Operations					
8/15/2023	FY 2024	Check	15207	Carter's Grove plant & landscape grant 3/1/23	\$40,000.00
10/16/2023	FY 2024	Check	15359	Event electrical panels - Smale park area	\$16,000.00
10/16/2023	FY 2024	Check	15356	Glenway invasive removal	\$24,150.00
10/16/2023	FY 2024	Check	15360	Krohn show programming 2022	\$28,600.00
10/16/2023	FY 2024	Check	15362	Liberty Gardens grounds maintenance 2023	\$6,432.52
10/16/2023	FY 2024	Check	15363	Wolf statue stone base renovation	\$5,390.00
3/19/2024	FY 2024	Check	15583	Explore Nature - Nature Connections bussing	\$9,500.00
6/24/2024	FY 2024	Check	15784	Liberty Gardens grounds maintenance 2024	\$6,708.70
7/25/2024	FY 2025	Check	15841	Reduced/waived program fees Explore Nature	\$2,000.00
7/25/2024	FY 2025	Check	15842	Summer Camp Scholarship Explore Nature	\$2,520.00
9/30/2024	FY 2025	Check	15946	Brumm Arbor restoration	\$23,012.00
9/30/2024	FY 2025	Check	15946	Daniel Drake tree maintenance	\$10,100.00
9/30/2024	FY 2025	Check	15946	Greenspace - flowerpot program	\$14,250.00
11/14/2024	FY 2025	Check	16020	Ault Park Fireworks 2024	\$6,000.00
11/14/2024	FY 2025	Check	16021	Caldwell Invasives	\$9,500.00
11/14/2024	FY 2025	Check	16017	Kennedy Park Wetland	\$5,000.00
11/14/2024	FY 2025	Check	16019	Krohn Programming 2023 & 2024	\$47,500.00
11/14/2024	FY 2025	Check	16018	Stephenson Sisters Explore Nature 2024	\$3,500.00
					\$260,163.22
Capital Support					
7/25/2024	FY 2025	Check	15844	Mt. Airy Bike Skills Course - \$107,348.00	\$107,348.00
7/25/2024	FY 2025	Check	15843	California Woods Sugar Shack - \$19,000.00	\$19,000.00
11/14/2024	FY 2025	Check	16016	Burnet Woods Dog Park Replenishment to 430	\$60,000.00
					\$186,348.00
Grand Total					\$446,511.22

Schedule B.

SCHEDULE OF TRANSFER

Appropriate: \$185,692.82

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	430	Parks Private Endowment and Donations	232037	Mt. Airy Forest Bike Course	140,000.00	247,348.00	107,348.00
	430	Parks Private Endowment and Donations	242000	Park Infrastructure Rehabilitation	2,685,600.00	2,763,944.82	78,344.82

SCHEDULE OF TRANSFER

SCHEDULE A. Operating Budget Transfer Schedule

Parks Private Endowment and Donations Fund 430									
<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS		430		260,163.22	DEPARTMENT OF PARKS				
						430	202	7200	97,181.22
						430	202	7300	152,882.00
						430	203	7200	10,100.00
								Subtotal Supplemental Appropriations	260,163.22
TOTAL FUND REDUCTIONS				260,163.22	TOTAL FUND INCREASES				260,163.22

December 11, 2024

202402503

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Cincinnati Recreation Commission (CRC): Game Officials Moral Obligation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games; and **AUTHORIZING** the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

Approval of this Emergency Ordinance will authorize the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 to Rick Adams for outstanding charges related to officiating games. This Emergency Ordinance will also authorize the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 to George Burnett for outstanding charges related to officiating games.

CRC received game-officiating services from Rick Adams and George Burnett. The hours worked by Rick Adams and George Burnett exceeded the \$5,000 certification limit for services, but CRC continued to use their services as these individuals are among the most reliable officials to fill in when CRC is otherwise unable to identify officials to work.

The reason for the emergency is the immediate need to pay Rick Adams and George Burnett for the outstanding charges for the services rendered.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

CMZ

- 2024

AUTHORIZING the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games; and **AUTHORIZING** the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) received game officiating services from Rick Adams and George Burnett; and

WHEREAS, the hours worked by Rick Adams and George Burnett exceeded the \$5,000 certification limit for services, but CRC continued to use their services as these individuals are among the most reliable officials to fill in when CRC is otherwise unable to identify officials to work; and

WHEREAS, sufficient resources are available in CRC Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 to pay for the services provided by Rick Adams and George Burnett; and

WHEREAS, Council desires to pay \$280 to Rick Adams and \$1,610 to George Burnett for the additional officiating work performed; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games.

Section 2. That the Director of Finance is authorized to make a payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Rick Adams and George Burnett for the outstanding charges for the services rendered.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

December 11, 2024

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
CC: Natasha S. Hampton, Assistant City Manager
Subject: Emergency Ordinance –Water Service Agreement with the Village of Cleves

202402519

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water service through December 31, 2050.

The City and the Village of Cleves are parties to a water service agreement expiring December 31, 2024 for the Greater Cincinnati Water Works (“GCWW”) to provide standby water service to the village and its water works on a temporary as needed basis. This Ordinance authorizes the City to enter into a new agreement for GCWW to continue to provide standby water service through December 31, 2050.

The Administration recommends passage of this Emergency Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works 

EMERGENCY

CFG

- 2024

AUTHORIZING the City Manager to execute a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water service through December 31, 2050.

WHEREAS, the City of Cincinnati (the “City”) owns and operates the Greater Cincinnati Water Works, a municipal water utility empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City Council; and

WHEREAS, the City is providing standby emergency surplus water to the Village of Cleves (“Cleves”) pursuant to a Water Service Agreement dated June, 14, 1999 (the “Agreement”); and

WHEREAS, the Agreement will expire December 31, 2024; and

WHEREAS the City and Cleves desire to enter into a new Water Service Agreement for the City to continue providing standby emergency surplus water to Cleves on the terms and conditions set forth in Attachment A to this ordinance; 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 enter into a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water through December 31, 2050, substantially in the form of the agreement attached as Attachment A hereto and incorporated herein.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of this ordinance and the Water Service Agreement with the Village of Cleves, Ohio.

Section 3. That this ordinance shall be an emergency measure necessary for 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

execute the new Water Service Agreement enabling the City to continue providing standby emergency surplus water to the Village of Cleves after the expiration of the existing Agreement on December 31, 2024.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

**WATER SERVICE AGREEMENT BETWEEN
THE CITY OF CINCINNATI AND THE VILLAGE OF CLEVES**

This *Water Service Agreement* (“Agreement”) is made and entered into effective as of January 1, 2025, between the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for the purposes of this Agreement is 4747 Spring Grove Avenue, Cincinnati, Ohio 45232 (“Cincinnati”) and the VILLAGE of CLEVES, an Ohio municipal corporation, the address of which is 101 North Miami Avenue, Cleves, Ohio 45002 (“Cleves”).

RECITALS

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (“GCWW”), a municipal water utility that supplies water to its inhabitants, and is empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City Council.
- B. Cleves owns and operates the Cleves Waterworks, a municipal water utility that supplies water to its inhabitants and is empowered pursuant to Ohio Constitution Article XVIII, Section 4 to contract to purchase water for supply to its inhabitants.
- C. Cincinnati has provided standby emergency surplus water to Cleves, pursuant to a *Water Service Agreement* between the parties dated June 14, 1999 (“**1999 Agreement**”), which will expire December 31, 2024.
- D. The parties desire to enter into this new Agreement for Cincinnati to continue to provide standby emergency surplus water to Cleves on the terms and conditions provided herein.
- E. This Agreement is authorized by Cleves Village Ordinance No. 13-2024, adopted on November 13, 2024, and Cincinnati City Council Ordinance No. _____, adopted on _____.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, Cincinnati and Cleves do hereby agree as follows:

1. **TERM.** The term (“Term”) of this Agreement shall commence on January 1, 2025 and continue until December 31, 2050. This Agreement may be terminated by either party upon on one hundred and eighty (180) days prior written notice to the other party. The 1999 Agreement shall terminate pursuant to its terms.

2. **DEFINITIONS.** Except as otherwise expressly indicated in this Agreement, the terms herein shall have the meaning defined in this Section 2.

A. Cincinnati Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cincinnati for itself, its inhabitants, and for all other areas served by Cincinnati, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

B. Cleves Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cleves for itself, its inhabitants, and for all other areas served by Cleves, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

C. Cincinnati Rules and Regulations shall mean the ordinances (including relevant portions of the Cincinnati Municipal Code), laws, standards, specifications, rules, and regulations governing the Greater Cincinnati Water Works.

3. **SURPLUS WATER.** The parties agreement Cincinnati shall supply surplus water service to Cleves only when Cincinnati has available surplus water beyond the water service needs of customers within the City of Cincinnati. Cincinnati shall have the right to prioritize water service to the residents of the City of Cincinnati over all other customers. Cincinnati shall have sole discretion to adjust the prioritization and allocation of water service among non-Cincinnati customers. Cincinnati does not guarantee the ability, and shall not be liable for failure, to furnish water or minimum pressure to Cleves. Cleves shall not supply the surplus water herein to properties outside of the corporate boundaries of the Village of Cleves (as may be modified from time to time), which are shown on Exhibit A.

4. **APPLICABLE LAWS.** Except as otherwise expressly provided herein, the parties agree that the Cincinnati Rules and regulations (as may be modified by Cincinnati from time to time) shall apply to and be enforceable as to all aspects of Cincinnati's water service to Cleves under this Agreement, including but not limited to billing and ownership and maintenance of facilities and appurtenances to the water system. Cincinnati shall apply the Cincinnati Rules and Regulations no differently as to Cleves as to within the City of Cincinnati, except as expressly provided herein. The Cincinnati Water System is subject to strict federal, state and local regulation regarding water quality and water treatment practices. Cincinnati is ultimately responsible for water quality of and shall have sole discretion to manage the Cincinnati Water system to ensure compliance with these requirements, and to protect health, lives, and property including, but not limited to, decisions as to capital improvements and their replacement associated with the quality of water, water production, treatment techniques, and water quality analysis equipment and facilities.

5. **STANDBY WATER SERVICE.**

A. Standby Service. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, following Cleves' prior notification to Cincinnati as provided

below, Cincinnati will make best efforts to furnish standby water service to Cleves on a temporary basis through the Connections (as defined herein) for the following needs and no others:

- i. Emergency Use. Cleves shall obtain prior verbal approval from GCWW Distribution Dispatch at (513) 591-7700 (24 hours) to operate the Connections to access emergency standby water. Within 24 hours of verbal approval, Cleves shall provide written notice to the GCWW Director of the reason for and extent of use of emergency standby water. For purposes of this section, an “Emergency” shall be defined as any situation arising from fire, flood, storm, water main break or other malfunction or breakdown of a water system or unpotable condition of water in a water system, or a similar emergency condition causing an immediate threat to the life, health, property or normal business of the customers served by the water system experiencing the emergency. The parties agree that inadequate water supply due to inadequate facilities and/or high seasonal demand shall not be considered an emergency.
 - ii. Non-Emergency Use. Cleves may request to purchase surplus water for non-emergency purposes, such as system maintenance, which shall only be accessed with the prior written approval of GCWW.
- B. Connections. There are two existing connections for surplus water delivery between the Cincinnati Water System and the Cleves Water System located at Bridgetown Road, Miami Township, Hamilton County, Ohio and another near the intersection of Interstate 74 and State Route 128 in Whitewater Township, Hamilton County, Ohio (including any connections installed in the future, the “**Connections**”).

Cincinnati shall be responsible for maintaining and replacing the existing master meters at the Connections. Other than the master meters, Cleves shall own and be responsible for the maintaining, repairing, operating, replacing and testing of the water facilities comprising the Connections, including the pressure regulator valves, meter pits, backflow preventers, and other related appurtenances, in accordance with GCWW Rules and Regulations as well as any applicable state and federal regulations. Cleves may add or upgrade the Connections at its own cost and in accordance with plans approved by Cincinnati. Upon termination or expiration of this Agreement, Cleves shall remove and plug the Connections subject to the inspection and approval of GCWW. Any and all work performed by Cleves pursuant to this Agreement shall conform in all respects to the standards, ordinances, laws, rules and regulations of Cincinnati, as described in Chapter 401 of the Cincinnati Municipal Code, and will be subject to GCWW inspection and approval.
- C. Notwithstanding anything to the contrary in this Agreement, Cincinnati shall be excused from providing standby water if it is experiencing an exigency or emergency such as in the case of main breaks, serious damage to reservoirs or pumping equipment, or other emergencies or necessities (in which case the water may be shut off without notice). Cleves further agrees and understands that since the location of Cleves’ connections to the Cincinnati Water System are not within the corporate limits of Cincinnati, that service to

Cleves, or any other areas on a standby or emergency basis, is at all times dependent upon the availability of sufficient surplus water to Cleves’ connection.

6. **COMPENSATION.** From time to time, Cincinnati City Council shall fix by ordinance the charges for water supplied to political jurisdictions. Nothing in this Agreement shall limit in any way Cincinnati’s right to establish rates for water supplied to customers in Cincinnati. During the Term, the rates for service under this Agreement shall be as follows:

A. Standby Water. Cleves shall pay for emergency and non-emergency standby water at rates fixed from time to time by ordinance of the Council of Cincinnati for water used by political subdivisions (currently Cincinnati Municipal Code §401-81). The “Charges to Political Subdivisions” rates for 2025 are:

Period	Political Subdivision Rate
Jan 1-April 30, 2025	\$3.84/ccf
Nov. 1 – Dec. 31, 2025	
May 1 – Oct. 31, 2025	\$4.58/ccf

Payment for standby water furnished shall be made within thirty (30) days after billing by Cincinnati. Payment is agreed to be for the purchase of water and water service and shall not be interpreted to be for the purchase of any portion of the Cincinnati Water System or other Cincinnati-owned property used in providing water and/or water service.

8. **RIGHT TO USE.** Cincinnati Water Systems, its successors and assigns as to the ownership of the Cincinnati Water System, shall have the right to use all existing easements and rights-of-way within the Village of Cleves for construction, operation, maintenance, repair and replacement of existing GCWW water mains and other appurtenances (including public water service branches), which right shall not be terminated as long as Cincinnati, its successors or assigns are furnishing water to Cleves or through Cleves to other areas of the GCWW Water System. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights of Cincinnati may have to lay water mains in the streets of the Village of Cleves without Cleves’ consent, for the purpose of furnishing water to consumers in the GCWW Water System.

9. **FURNISHING OF DETAILED DRAWINGS.** Cleves shall furnish to Cincinnati reproducible, detailed drawings showing the location of all pipes, special castings, valves and fire hydrants installed under their responsibility in connection with this Agreement.

10. **CONSTRUCTION AND RESTORATION.** Following construction, reconstruction, maintenance, repair, laying, relaying or replacement of water mains in the streets of Cleves, Cincinnati shall restore such streets to their original condition to the satisfaction of Cleves; however, Cincinnati shall not be required to repave or resurface any part of any street not opened by it in connection with such work. Cincinnati shall make best efforts to complete all water main work in the Village of Cleves within a reasonable amount of time following commencement.

11. **NOTICES.** All legal notices required under this Agreement shall be personally served or sent by first class U.S. mail, postage prepaid, addressed to the parties as follows, or to such other addresses as a party may designate in writing for such purpose:

To Cincinnati:

City of Cincinnati
Greater Cincinnati Water Works
Attention: Office of the Executive Director
4747 Spring Grove Avenue
Cincinnati OH 45232

To Cleves:

Village of Cleves
Mayor's Office
101 North Miami Avenue
Cleves OH 45002

However, if Cleves sends a notice to Cincinnati alleging that it is in default under this Agreement or that Cleves desires to terminate or not renew the Agreement, it 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 OH 45202.

12. **EXCLUSIONS OF DAMAGES; LIMITATIONS OF LIABILITY.** Except with respect to (i) a breach or inaccuracy of any representations or warranties hereunder; (ii) a breach of obligations to follow applicable laws and regulations; or (iii) a party's gross negligence, willful misconduct or fraud, neither party shall be liable for any damages. Notwithstanding the foregoing: (x) neither party shall be liable, for any indirect, incidental, special or consequential damages suffered by the other party hereto as a result of any breach of this Agreement, even if the other party has been advised of the possibility of such damages; (y) nothing in this Agreement shall be construed to make Cincinnati in any way responsible for the Cleves Water System, including but not limited to its improvement, maintenance, repair or the quality of the water beyond the connection; and (z) Cincinnati shall not have any liability for damages regarding supply of water or minimum pressure.

13. **GENERAL PROVISIONS.**

- i. No Third-Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cincinnati or Cleves.
- ii. Waiver. This Agreement shall be construed in such a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.


- iii. Entirety; Conflict. This Agreement and any documents, laws, codes, regulations, or written policies specifically identified herein and in the Exhibits contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- iv. Severability. In the event that any provision of this Agreement is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions. Each provision of this Agreement will be and is deemed to be separate and separable from each other provision.
- v. Choice of Law; Joint Preparation. This Agreement is entered into and is to be performed in the State of Ohio. Cincinnati and Cleves agree that the laws of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties under and related to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party.
- vi. Forum Selection. The parties, their successors, and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceedings arising from, or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Cincinnati to Cleves in connection therewith. However, in the event that any claim arising from, related, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for such lawsuit shall be in the United States District Court of United States Bankruptcy Court for the Southern District of Ohio.
- vii. Electronic, Counterpart and PDF Signatures. This Agreement may be executed in counterparts, and an electronic, facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- viii. Official Capacity. 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 Cincinnati in other than his or her official capacity.
- ix. Amendment. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

14. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A – Map of Service Area (on January 1, 2025)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

VILLAGE OF CLEVES

By: 
Justin Habig, Administrator

Printed Name: JUSTIN HABIG

Date: 11/20, 2024

By: 
Penny Williams, Village Clerk

Date: November 13, 2024

APPROVED AS TO FORM:


Rob Merkle, Village Solicitor

[CITY OF CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

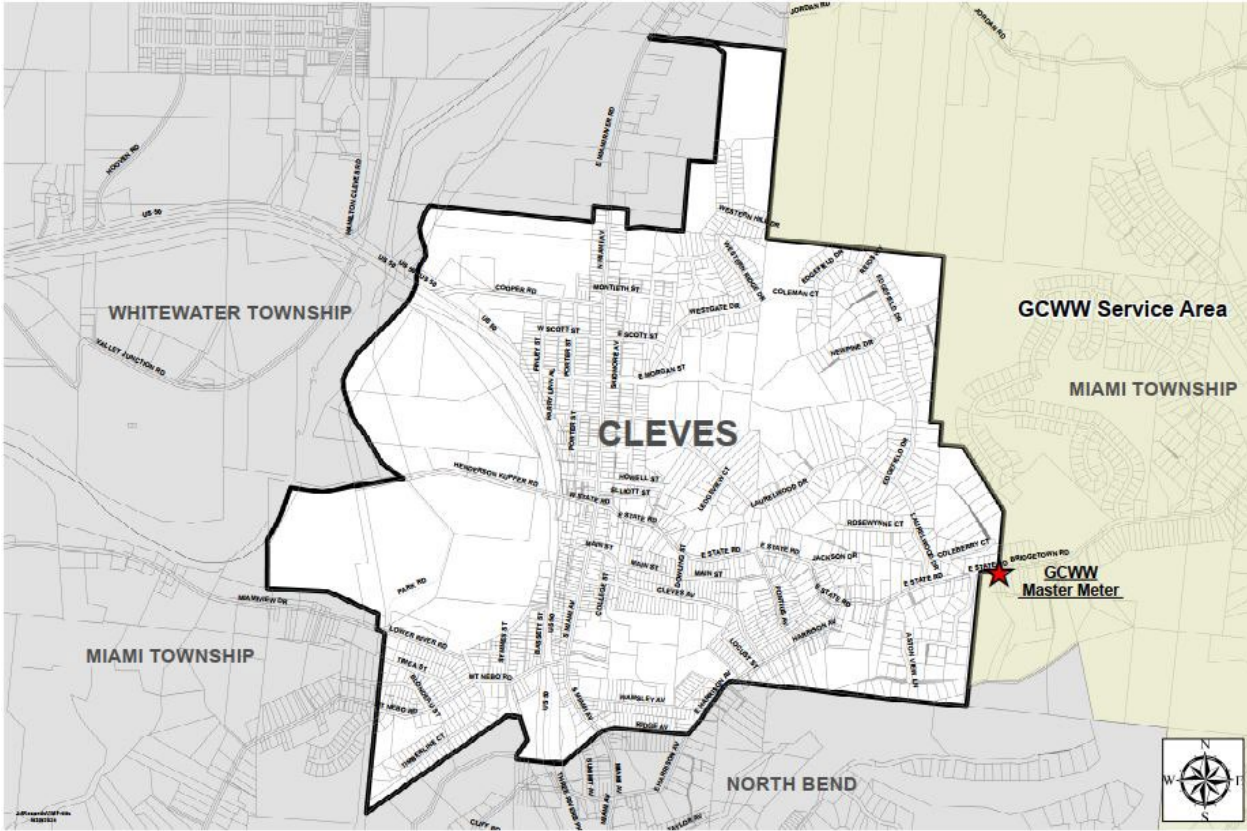
By: _____
Sheryl M.M. Long, City Manager

Date: _____, 2024

RECOMMENDED BY:

Cathy B. Bailey, Executive Director
Greater Cincinnati Water Works

**EXHIBIT A
MAP OF CLEVES SERVICE AREA**



December 18, 2024

TO: Members of the Budget and Finance Committee 202402562
FROM: Sheryl M.M. Long, City Manager
SUBJECT: Ordinance – Department of City Planning and Engagement Revised Fees

Attached is an Ordinance captioned:

AUTHORIZING the Department of City Planning and Engagement (“DCPE”) to adjust fees charged for certain services for planning-related functions and in administering the Cincinnati Zoning Code to allow the DCPE to recover a higher portion of its true cost of the services provided.

The Department of City Planning and Engagement (DCPE) charges fees for certain planning- and zoning-related services in performing city planning-related functions in administering the Cincinnati Zoning Code and Subdivision Regulations. The current fees have not been adjusted since 2014 and 2015. Some fees require City Planning Commission approval while others require approval by City Council.

DCPE conducted a detailed analysis of its current fees, fees charged by other cities, the cost of staff time for each of their fees, and impact of inflation. This analysis found that the contrast with other cities was a dissimilar comparison, given that each city’s processes and application types are different. The analysis also found that the cost of staff time for each application type outweighed the revenue received from the current fee.

In order to adjust fees to better align with staff time without creating a drastic increase, most proposed fee increases are based on inflation. In most cases, the percentage of increase is between 50% and 67%. The one outlier is the Notwithstanding Ordinance (150%), which was considered appropriate to price at the same cost as a zone change.

Approval of this Ordinance will adjust the fees for Zoning Map or Text Amendments, Map Amendment to Planned Development, Planned Development Major Amendment, and Notwithstanding Ordinance. The City Planning Commission approved fee increases for Minor Subdivisions, Major Subdivisions, Final Development Plan, Mapping Services, and Copies, which will go into effect concurrent with the date the City Council-established fees go into effect.

Although the proposed fees do not fully cover the cost of staff time, the modest increases will allow the department to recoup a higher portion of its costs each year for planning and zoning services.

cc: William “Billy” Weber, Assistant City Manager
Katherine Keough-Jurs, FAICP, Director, Department of City Planning and Engagement

AUTHORIZING the Department of City Planning and Engagement (“DCPE”) to adjust fees charged for certain services for planning-related functions and in administering the Cincinnati Zoning Code to allow the DCPE to recover a higher portion of its true cost of the services provided.

WHEREAS, the Department of City Planning and Engagement (“DCPE”) provides certain services for City of Cincinnati planning-related functions and in administering the Cincinnati Zoning Code; and

WHEREAS, after a review of the DCPE actual costs to provide certain services, the DCPE determined that an increase to various fees is necessary to recover a higher portion of the true costs of the services being provided; and, therefore,

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

Section 1. The Department of City Planning and Engagement is hereby authorized to assess and charge the following fees for the following planning- and zoning-related services effective as of January 1, 2025:

- a) Processing and Administration of Notwithstanding Ordinance Applications Related to the Cincinnati Zoning Code.....\$2,500
- b) Processing and Administration of Text Amendment Applications Related to the Cincinnati Zoning Code.....\$2,500
- c) Processing and Administration of Zone Map Amendment Applications Related to the Cincinnati Zoning Code\$2,500
- d) Processing and Administration of Applications for the Establishment of Planned Development Concept Plans.....\$5,000
- e) Processing and Administration of Applications for Major Amendments to Planned Development Concept Plans.....\$5,000

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

December 16, 2024

To: Members of the Budget and Finance Committee

From: Sheryl M.M. Long, City Manager 202402567

Subject: **Emergency Ordinance – Approving and Authorizing a CRA Tax Abatement with Grammers Place, LLC.**

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, at a total construction cost of approximately \$26,000,000.

STATEMENT

HOUSING: The additional housing units this project will provide will go toward helping to alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to lack of supply.

COMMERCIAL: The redevelopment of these commercial spaces will help contribute to Cincinnati’s economic stability by opening more potential for future job opportunities by increasing space for new tenants.

BACKGROUND/CURRENT CONDITIONS

Grammers Place, LLC will be developing a mixed-use residential and commercial project, which will result in the renovation of the vacant buildings and development of the vacant land located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati. This project will transform the underutilized site into 116 apartment units (103,931 square feet of residential space) and 4,522 square feet of commercial space.

DEVELOPER INFORMATION

Grammers Place, LLC is affiliated with Urban Sites, who is a development, property management, and construction services company with a focus on revitalizing historic

assets in the urban core. Urban Sites has over 25 years of development experience and is best known for its catalytic work in Over-the-Rhine, as well as the historic Woodburn Corridor in East Walnut Hills.

Triversity Construction is codeveloping this project with Urban Sites. Triversity is a commercial construction company with a portfolio that includes work in the Central Business District and Over-the-Rhine.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

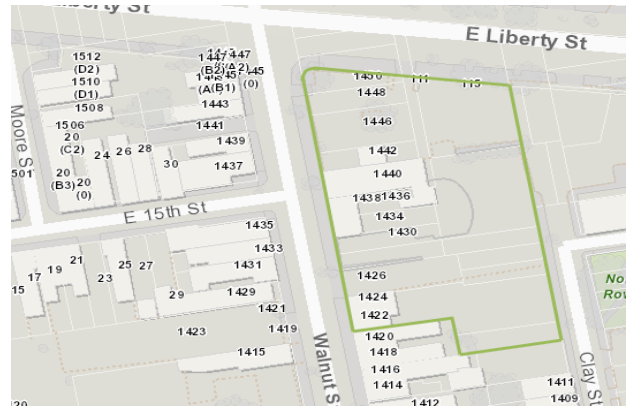
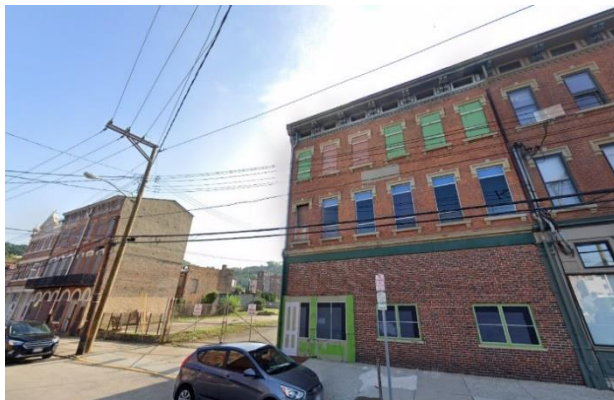
Attachment: Project Outline

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

Project Outline

Project Name	The Lockhart
Street Address	1422-1450 Walnut Street
Neighborhood	Over-the-Rhine
Property Condition	Vacant Land and Vacant Buildings
Project Type	Rehabilitation and New Construction
Project Cost	Hard Construction Costs: \$26,000,000 Acquisition Costs: \$1,500,000 Soft Costs: \$5,900,000 Total Project Cost: \$33,400,000
Private Investment	Private Financing: \$17,000,000 Developer Equity: \$13,248,296
Sq. Footage by Use	Residential: 103,931 SF Commercial: 4,522 SF
Number of Units and Rent Ranges	24 Studio Units; Rent Range \$1,241-\$1,504 84 1-BR Units; Rent Range \$1,666-\$2,181 9 2-BR Units; Rent Range \$2,482-\$2,557 116 Total Units
Median 1-BD Rent Affordable To	Salary: \$73,400 City Job Classification: Carpenter, Police Officer, Surveyor, Physician Assistant
Jobs and Payroll	Created FTE Positions: 14 Total Payroll for Created FTE Positions: \$650,000 Average Salary for Created FTE Positions: \$46,429 Construction FTE Positions: 275 Total Payroll for Construction FTE Positions: \$12.5MM
Location and Transit	Located within the OTR Historic District Transit Score: 73
Community Engagement	Presented at Community Council (CC) on 11/25/24. Community Engagement Meeting held on 11/5/24. CC has voted in support.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map



Proposed Incentive

Incentive Terms	15-year, net 67%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (Non-LEED)
“But For”	Without Abatement: 4.19% rate of return (stabilized) With Abatement: 5.31% rate of return (stabilized) Project would not proceed without an abatement.
Environmental Building Certification	Non-LEED
VTICA	Streetcar VTICA – 0%
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	City Administration is also proposing a \$2.9 million forgivable loan.

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$317,868
Total Term Incentive to Developer	\$4,768,027
City's Portion of Property Taxes Forgone (Term)	\$1,000,086
City's TIF District Revenue Forgone (Term)	\$0

Public Benefit	Value	
CPS PILOT	Annual	\$156,562
	Total Term	\$2,348,431
VTICA	Annual	\$0
	Total Term	\$0
Income Tax Total Term (Maximum)	\$209,250	
Total Public Benefit (CPS PILOT, VTICA , Income Tax)	\$2,557,681	

Total Public Benefit ROI*	\$0.54
City's ROI**	\$0.21

* 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: 2024 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$22,050	\$25,200	\$28,350	\$31,450	\$34,000	\$36,500	\$39,000	\$41,550
50%	\$36,700	\$41,950	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200
60%	\$44,040	\$50,340	\$56,640	\$62,880	\$67,920	\$72,960	\$78,000	\$83,040
80%	\$58,700	\$67,100	\$75,500	\$83,850	\$90,600	\$97,300	\$104,00	\$110,700

EMERGENCY

TJL

- 2024

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, at a total construction cost of approximately \$26,000,000.

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

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

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

WHEREAS, Grammers Place, LLC (the “Company”) desires to remodel the existing buildings and construct a new structure connecting the existing buildings on real property at 1422-1450 Walnut Street located within the corporate boundaries of the City of Cincinnati to create a mixed-use development containing, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

(as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100 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 \$303,696.22; 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 Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 1422-1450 Walnut Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, to be completed at a total construction cost of approximately \$26,000,000.

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 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 and construction described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: _____, 2024

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 [GRAMMERS PLACE, LLC], an Ohio limited liability company (the "Company").

Recitals:

- A. The City and the Company are parties to a *Funding and Development Agreement* dated _____, 20__ (the "Funding Agreement") pursuant to which the City agreed to provide the Company with financial support for the Project (as defined below).
- B. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- C. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- D. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, 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.
- E. The Company is the sole owner of certain real property within the City, located at 1422-1450 Walnut 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.
- F. The Company has proposed to remodel existing buildings located on the Property and to construct a new structure connecting the existing buildings, upon completion of which will result in a new single structure on the Property, all within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application the City application fee of \$1,250 made payable to the City.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past 3 years neither the Company, nor any related member of the Company nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. This Agreement has been authorized by Ordinance No. _____-20__, passed by Cincinnati City Council on _____, 20__.
- Q. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, 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 buildings and construct a new structure on the Property connecting

the existing buildings into a single structure to create, in aggregate, approximately 103,931 square feet of residential space, consisting of approximately 116 residential rental units, and approximately 4,522 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$26,000,000 to commence after the execution of this Agreement and to be completed no later than January 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 and construction shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2028 nor extend beyond the earlier of (i) tax year 2042 or (ii) the end of the 15th year of exemption.

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

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), the Company shall pay such real property taxes as are not exempted under this Agreement

and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

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

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

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

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

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

Section 11. Small Business Enterprise Program.

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.
- (vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 12 full-time permanent jobs, and (ii) 125 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling and construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and construction and shall end 3 years thereafter.

B. Company’s Estimated Payroll Increase. The Company’s increase in the number of employees will result in approximately (i) \$580,000 of additional annual payroll with respect to

the full-time permanent jobs, and (ii) \$11,700,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Funding Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than 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 (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (C) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 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. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). 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:

[GRAMMERS PLACE, LLC]
Attention: Danny Lipson, Chief Development Officer
1209 Sycamore Street,
Cincinnati, Ohio 45202

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement 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. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement 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

[GRAMMERS PLACE, LLC],
an Ohio limited liability company

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

Date: _____, 20__

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

TO BE ATTACHED

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

December 16, 2024

To: Members of the Budget and Finance Committee

202402575

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a Funding and Development Agreement with Grammers Place, LLC.

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, to facilitate renovation and construction of a mixed-use development on the real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$2,900,000 from the unappropriated surplus of 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. 483x164x7200 to provide resources for the renovation and construction activities of the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the renovation and construction activities associated with the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood to be a public purpose and constitute a “Housing Renovation” (as defined in Ohio Revised Code Section 5709.40(A)(3)) that is located within the District 4 – Downtown-OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

STATEMENT

HOUSING: The additional housing units this project will provide will go toward helping to alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to lack of supply.

COMMERCIAL: The redevelopment of these commercial spaces will help contribute to Cincinnati’s economic stability by opening more potential for future job opportunities by increasing space for new tenants.

BACKGROUND/CURRENT CONDITIONS

Grammers Place, LLC will be developing a mixed-use residential and commercial project, which will result in the renovation of the vacant buildings and development of the vacant land located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of

Cincinnati. This project will transform the underutilized site into 116 apartment units (103,931 square feet of residential space) and 4,522 square feet of commercial space.

DEVELOPER INFORMATION

Grammers Place, LLC is affiliated with Urban Sites, who is a development, property management, and construction services company with a focus on revitalizing historic assets in the urban core. Urban Sites has over 25 years of development experience and is best known for its catalytic work in Over-the-Rhine, as well as the historic Woodburn Corridor in East Walnut Hills.

Triversity Construction is codeveloping this project with Urban Sites. Triversity is a commercial construction company with a portfolio that includes work in the Central Business District and Over-the-Rhine.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance to allow construction to commence at the earliest possible time.

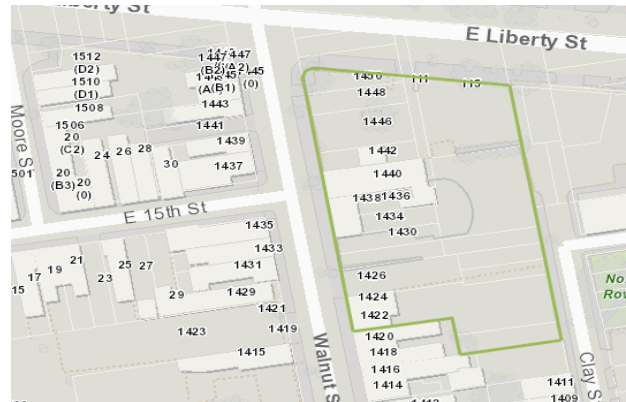
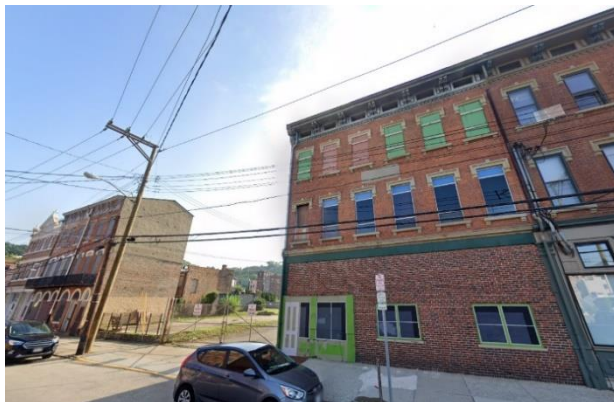
Attachment: Project Outline

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

Project Outline

Project Name	The Lockhart
Street Address	1422-1450 Walnut Street
Neighborhood	Over-the-Rhine
Property Condition	Vacant Land and Vacant Buildings
Project Type	Rehabilitation and New Construction
Project Cost	Hard Construction Costs: \$26,000,000 Acquisition Costs: \$1,500,000 Soft Costs: \$5,900,000 Total Project Cost: \$33,400,000
Private Investment	Private Financing: \$17,000,000 Developer Equity: \$13,248,296
Sq. Footage by Use	Residential: 103,931 SF Commercial: 4,522 SF
Number of Units and Rent Ranges	24 Studio Units; Rent Range \$1,241-\$1,504 84 1-BR Units; Rent Range \$1,666-\$2,181 9 2-BR Units; Rent Range \$2,482-\$2,557 116 Total Units
Median 1-BD Rent Affordable To	Salary: \$73,400 City Job Classification: Carpenter, Police Officer, Surveyor, Physician Assistant
Jobs and Payroll	Created FTE Positions: 14 Total Payroll for Created FTE Positions: \$650,000 Average Salary for Created FTE Positions: \$46,429 Construction FTE Positions: 275 Total Payroll for Construction FTE Positions: \$12.5MM
Location and Transit	Located within the OTR Historic District Transit Score: 73
Community Engagement	Presented at Community Council (CC) on 11/25/24. Community Engagement Meeting held on 11/5/24. CC has voted in support.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map



Proposed Incentive

Incentive Terms	\$2,900,000 forgivable loan for the construction of the residential components of the project.
“But For”	Project would not proceed without forgivable loan.
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	City Administration is also proposing a 15 year CRA property tax incentive.

For Reference: 2024 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$22,050	\$25,200	\$28,350	\$31,450	\$34,000	\$36,500	\$39,000	\$41,550
50%	\$36,700	\$41,950	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200
60%	\$44,040	\$50,340	\$56,640	\$62,880	\$67,920	\$72,960	\$78,000	\$83,040
80%	\$58,700	\$67,100	\$75,500	\$83,850	\$90,600	\$97,300	\$104,00	\$110,700

EMERGENCY

TJL

- 2024

AUTHORIZING the City Manager to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, to facilitate renovation and construction of a mixed-use development on the real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$2,900,000 from the unappropriated surplus of 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. 483x164x7200 to provide resources for the renovation and construction activities of the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the renovation and construction activities associated with the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood to be a public purpose and constitute a “Housing Renovation” (as defined in Ohio Revised Code Section 5709.40(A)(3)) that is located within the District 4 – Downtown-OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Grammers Place, LLC (“Developer”) desires to renovate existing buildings and construct a new structure connecting the existing buildings into a new mixed-use development on certain real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati (the “Property”), all as more particularly described in the Funding and Development Agreement attached as Attachment A hereto (the “Project”); and

WHEREAS, the City’s Department of Community and Economic Development has recommended that the City provide a loan to Developer in the amount of \$2,900,000 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 414-2002, passed by Council on December 18, 2002, the City created District 4 – Downtown-OTR East District Incentive District (the “TIF District”) to, in part, fund housing renovations, as defined in Ohio Revised Code Section 5709.40(A)(3), located within the TIF District, which may include the construction of the residential component of the new mixed-use development on real property; and

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

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

WHEREAS, the City believes that the Project (i) will create additional housing in the TIF District, and is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood; (ii) is in the vital and best interests of the City and health, safety, and welfare of its residents; and (iii) is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, providing resources for the renovation and construction activities by Developer is in accordance with the "Live" goal to "[C]reate a more livable community" as well as the strategy to "[S]upport and stabilize our neighborhoods" as described on page 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which (a) Developer will renovate existing buildings and construct a new structure connecting the existing buildings on certain real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, which property is more particularly described in the Agreement (the "Property"), redeveloping the Property into a new mixed-use development (the "Project"), and (b) the City will make a \$2,900,000 loan to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of \$2,900,000 is authorized from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to Department of Community and Economic Development non-personnel operating budget account no. 483x164x7200 to provide resources in the form of a loan to finance the Project, as allowable by Ohio law.

Section 3. That Council hereby declares that the Project (a) serves a public purpose, and (b) constitutes a “Housing Renovation” (as defined in Ohio Revised Code (“R.C.”) Section 5709.40(A)(3)), within the District 4-Downtown/Over-the-Rhine East TIF District Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

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 documents, agreements, amendments, and other instruments pertaining to the 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 to enable Developer to move forward with the commencement of the Project as soon as possible, which will result in the stimulation of economic growth and creation of additional housing units in the Over-the-Rhine neighborhood at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____

Contract No. _____

FUNDING AND DEVELOPMENT AGREEMENT

by and between the

CITY OF CINCINNATI,
an Ohio municipal corporation

and

[GRAMMERS PLACE, LLC]
an Ohio limited liability company

Project Name: The Lockhart

(loan of City capital funds for the renovation and new construction of 116 residential rental units, including 20 affordable units, and commercial space at 1422-1450 Walnut Street Cincinnati, Ohio 45202)

Date: _____, 2024

FUNDING AND DEVELOPMENT AGREEMENT
(The Lockhart)

This Funding and Development Agreement (this “**Agreement**”) is made as of the Effective Date (as defined on the signature page below) by and among the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and [GRAMMERS PLACE, LLC], an Ohio limited liability company, 1209 Sycamore Street, Cincinnati, Ohio 45202 (“**Developer**”), an affiliate of Urban Sites.

Recitals:

A. Developer [either directly or contingently] owns (pursuant to that certain [Purchase and Sale Agreement dated _____, 20__], fee title to) several parcels of real property located at 1422-1450 Walnut Street, Cincinnati, Ohio 45202 in the Over-the-Rhine neighborhood of Cincinnati, all as more particularly described on Exhibit A (*Legal Description*) hereto (the “**Property**”).

B. Developer has proposed consolidating the several parcels making up the Property into a single parcel, renovating the existing buildings on the Property and constructing a new structure to connect the existing buildings to create a new single structure, upon completion of which shall create in the aggregate, approximately 108,000 square feet of residential space, consisting of 116 residential dwelling units and approximately 4,522 square feet of commercial space in accordance with Exhibit B (*Statement of Work, Budget, and Sources and Uses of Funds*) hereto (the “**Project**”).

C. As further described herein, Developer will initially lease and make affordable 20 of the 116 residential dwelling units to families earning at or below 80% of the area median income (“**AMI**”) as established by United States Department of Housing and Urban Development (“**HUD**”) for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time (the “**Designated Units**”).

D. Developer estimates that the Project will create approximately (i) 12 full-time equivalent permanent jobs following completion of construction of the Project with an approximate annual payroll \$580,000, and (ii) 125 temporary construction jobs during the construction period with an approximate annual payroll of \$11,700,000.

E. The City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), desires to provide support for the Project in the form of a loan to Developer from tax increment financing funds from District 4 – Downtown-OTR East District Incentive District established by the City pursuant to Ohio Revised Code Section 5709.40 in an amount not to exceed \$2,900,000 on the terms and conditions set forth in this Agreement (the “**Loan**”), to be utilized for the hard construction costs of the residential component of the Project, as further described in Section 2 below, which will assist in creating additional housing opportunities in the City of Cincinnati.

F. In addition to the City’s Loan for the Project, the City and Developer intend to enter into a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* on or about the Effective Date, granting a tax abatement for improvements to the Property (the “**CRA Agreement**”).

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

H. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; for this reason the City desires to facilitate the Project by providing the public support as described herein.

I. Execution of this Agreement was authorized by Ordinance No. ____-20__ passed by City Council on _____, 20__, which appropriated funds for the purpose of developing the Property which the City has determined constitutes a Housing Renovation (as defined in Section 5709.40(A)(3) of the Ohio Revised Code), that will benefit and/or serve the District 4-OTR-East District Incentive District.

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

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

2. **Project.**

(A) **Acquisition.** Not later than March 31, 2025, Developer shall close on the purchase of the Property (the “**Closing**”). Developer warrants that at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded utility easements and other encumbrances, if any, that will not impair or impede the redevelopment and completion of the Project (the “**Permitted Encumbrances**”). At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by April 30, 2025.

(B) **Closing Conditions.** Prior to the Closing, at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver to the City all of the following items (collectively, the “**Closing Conditions**”) unless and until each of the Closing Conditions have been satisfied or waived in writing by the City, at the City’s sole and absolute discretion *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Closing Conditions would be more appropriately handled after the Closing, the City may, if appropriate, handle such Closing Conditions after the Closing, as the City elects:

- (i) **Site Control and Evidence of Clear Title.** Developer must present evidence, satisfactory to the City, that Developer will obtain fee title to the Property in fee simple absolute at Closing, and that said title will be free, clear, and unencumbered except for Permitted Encumbrances;
- (ii) **Survey:** Developer shall deliver ALTA survey(s) of the Property upon which the Project will be constructed, showing all easements and other matters of record that can be shown on a survey, obtained by Developer and acceptable to the City;
- (iii) **Consolidation Plat and Legal Description.** Developer must deliver to the City (a) all plats and legal descriptions as may be required by the City and the Hamilton County Engineer, Auditor, and Recorder in connection with Developer’s consolidation of all parcels consisting of the Property into a single parcel, and (b) a deed conveying the Property from Developer to accompany said plats and legal descriptions in order to effectuate the aforementioned consolidation and place the new consolidated legal description of record, all of which will be recorded immediately following the Closing;
- (iv) **Environmental Report.** Developer must deliver to the City an Environmental Reliance Letter issued by the Developer’s environmental certified professional, satisfactory to the City’s Office of Environment and Sustainability (“**OES**”) stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer’s environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City; and
- (v) **Other Information.** Developer shall have provided such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

(C) Project Terms. Following the Closing and subject to the terms of this Agreement, Developer shall complete the Project in accordance with Exhibit B hereto. Developer shall (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project, and (b) commence on-site construction at the Property no later than September 30, 2025 (the "**Project Commencement Date**"), and complete the Project, as evidenced by issuance of certificates of occupancy for the Project, no later than March 31, 2027 (the "**Project Completion Date**") *provided however*, upon Developer's request and at the sole and absolute discretion of the Director of DCED, the City may extend the Project Commencement Date or the Project Completion Date by up to 12 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of either the Project Commencement Date or the Project Completion Date.

(D) Designated Units Leasing Requirement. Following the Project Completion Date, Developer shall lease the Designated Units to households with an income level at or below 80% AMI (the "**Lease-Up Requirement**") no later than the date that is 6 months following the issuance of all certificates of occupancy for the Project (the "**Lease-Up Date**"), *provided however*, that upon Developer's written request and at the sole and absolute discretion of the Director of DCED, the City may extend the Lease-Up Date by up to 6 months by providing written notice to Developer. In order to satisfy the Lease-Up Requirement, Developer shall (i) certify project rents and verify tenant eligibility by submitting to the City an *Income Verification Form*, in the form of Addendum I to Statement of Work, Budget, and Sources and Uses Exhibit (Form of Income Verification Form) hereto, for all households occupying Designated Units, which must be signed by and certified by each tenant and indicate that the information is complete and accurate, and (ii) submit written and executed rental agreements with all tenants of the Designated Units.

3. City Financial Assistance (Loan).

(A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer, and Developer agrees to borrow the Loan from the City. The Loan will be funds derived from (ii) District 4–OTR-East District Incentive District, a tax increment financing district established by the City pursuant to Ohio Revised Code Section 5709.40(C), in an amount not to exceed \$2,900,000 (the "**TIF Funds**"). The proceeds of the Loan of the TIF Funds (the "**Funds**") shall be used solely to finance the hard construction costs of the residential component of the Project, as itemized on Exhibit B (the "**Eligible Uses**") and for no other purpose. Developer acknowledges that the TIF Funds shall be utilized solely to finance the hard construction costs of a "Housing Renovation", as that term is defined in Ohio Revised Code Section 5709.40(A)(3), for the Project at the Property. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the hard construction costs of the commercial portion of the Project, design fees or other soft costs, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(B) Note & Mortgage as Security for the Funds. Prior to the City's disbursement of the Funds, Developer shall execute a promissory note in the form of attached Exhibit C (Form of Promissory Note) hereto (the "**Note**"), and Developer shall execute a mortgage, in the form of attached Exhibit D (Form of Mortgage) in favor of the City for the Property described herein (the "**Mortgage**"; this Agreement, the Note, the Mortgage, the Guaranty (as defined below), and any and all other documents executed by Developer to evidence the Loan are referred to herein collectively as the "**Loan Documents**"). The Note and Mortgage shall be in the full amount of the Funds. Developer shall repay the Loan in accordance with the terms of the Note. Developer shall execute the Mortgage and record it in the real property records of Hamilton County, Ohio, all at Developer's expense. Following recording, Developer shall deliver the recorded Mortgage to the City. If Developer fails to timely complete its construction obligations or any other obligations with respect to the Project as and when required under this Agreement or the Note, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose the Mortgage on such Property, subject to the Superior Mortgage (as defined below). The Mortgage shall be released only after the repayment (or forgiveness) of the Loan in accordance with the Note and upon Developer's written request. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Note, the Mortgage, and the Guaranty, or available at law or in equity.

(C) Conditions Precedent to Disbursement. The obligation of the City to disburse any portion of the Loan in accordance with this Section shall not occur unless and until each of the following conditions (collectively, the "**Disbursement Conditions**") have been satisfied at the City's sole and absolute discretion or waived in writing by the City:

(i) Policy of Title Insurance. Developer shall provide a commitment of title insurance for the Property

obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue (1) an Owner's Policy of Title Insurance to Developer, and (2) shall cause the title company to issue to the City a Loan Policy of Title Insurance for the Property, in a form acceptable to the City, insuring the priority of the City's Mortgage, subject only to the Superior Mortgage;

- (ii) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Project;
- (iii) Final Budget. Developer must present a final itemized budget for the Project (as the same may be amended from time to time and approved by the City, the "**Budget**"), generally consistent with the budget shown on Exhibit B;
- (iv) Final Plans and Specifications. Developer shall have submitted its final professionally prepared architectural plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**");
- (v) Construction Schedule. Developer shall have provided the proposed construction schedule for the Project (as the same may be amended from time to time and approved by the City, the "**Construction Schedule**");
- (vi) Construction Contract; Approval of Contractors. Developer must present (a) an executed construction contract with a general contractor for construction of the Project acceptable to the City, and (b) a list of proposed contractors and major subcontractors for the Project. Neither the proposed general contractor nor subcontractors shall be identified as being debarred on lists maintained by the City or by the federal or state governments;
- (vii) Building Permit and Zoning Approvals. Developer shall have secured all zoning and permitting approvals necessary to construct the Project;
- (viii) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;
- (ix) Financing. Developer shall have delivered to the City a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
- (x) Note & Mortgage from Developer. Developer shall have executed and delivered to the City the Note and the recorded Mortgage;
- (xi) Guaranty. Developer shall have caused [TBD] ("**Guarantor**"), to execute and deliver to the City a *Completion Guaranty* substantially in the form of the attached Exhibit E (*Form of Guaranty*) hereto ("**Guaranty**");
- (xii) Project Completion. Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement;
- (xiii) Continued Compliance. Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate;
- (xiv) No Default. Developer shall be in full compliance with all requirements under the Loan Documents; and

- (xv) Other Information. Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

All of the due diligence materials, investigations, and documents referred to in this paragraph shall be performed and obtained, as the case may be, at no cost to the City.

(D) Copies of Due Diligence Materials to Be Provided to City. Once the aforementioned materials in this Section have been provided by Developer as a Disbursement Condition and have been approved by the City (the "**Project Materials**"), Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Without limitation of Developer's other obligations, prior to the City's disbursement of the Funds, as such due diligence materials are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer that pertain to the Project or the Property, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.

(E) Disbursement. Provided that all of the Disbursement Conditions have been satisfied in a timely manner, the City shall disburse the Funds to Developer in accordance with Exhibit F (Disbursement of Funds) hereto, with proceeds to be utilized solely for the Eligible Uses. In no circumstances shall the City be obligated to disburse proceeds of the Loan in an amount in excess of the proceeds necessary to finance the Eligible Uses. After the Project Commencement Date and throughout the duration of the Project, Developer shall forward to the City documentation for each proposed draw of construction financing simultaneously with Developer's sending such draw to lenders on the Project for the City's review. Upon request, Developer shall provide to the City written documentation demonstrating the proper use of the Loan proceeds to finance the Eligible Uses.

(F) Subordination of Loan. The City hereby agrees that the Mortgage shall be subordinate to the first mortgage held by [the Developer's chosen construction lender, which lender shall be reasonably acceptable to the City] (the "**Superior Mortgage**") securing an approximately \$[17,500,000] construction-permanent loan given to Developer (the "**Superior Loan**"). Notwithstanding the foregoing, the lien of the Mortgage and Developer's obligations under this Agreement and the Note shall not be subordinate to, and the City shall not be required to subject its lien interest in the Property to, the lien of any financing or mortgage sought or obtained by Developer without the express written consent of the City.

(G) No Other City Assistance. Except for the City's agreement to provide the Loan as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

4. Construction Requirements

(A) Construction. Following the City's approval of the Project Materials, Developer shall (i) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project, (ii) enter into a construction contract if not previously executed, and (iii) commence construction of the Project on or before the Project Commencement Date. Developer shall cause the Project to be completed in accordance with the approved Plans and Specifications and Construction Schedule, all City of Cincinnati Building Code requirements, and in a good and workmanlike manner on or before the Project Completion Date.

(B) Applicable Laws. Developer 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 construction of the Project, including, without limitation, those set forth on Exhibit H (Additional Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering ("**DOT**"), City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

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

(D) Inspection of Work. During construction of the Project, the City, its employees, and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that work on the Project is not in accordance with the Plans and Specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds), whether or not such work has been incorporated into the Project, by giving notice of such nonconforming work to Developer.

(E) Mechanics' Liens. Developer shall not permit any mechanics' or other similar liens to remain on the Property during the construction of the Project. If a mechanic's lien shall at any time be filed against the Property, Developer shall, within 30 days after notice of the filing thereof, (i) cause the same to be discharged of record or bonded off by a surety bond, or (ii) deposit the amount necessary to discharge such lien with the City, to be held in escrow pending the release of the lien.

(F) Project Information; As-Built Plans. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request. Following completion of construction, the Developer shall provide the City with a set of as-built plans and shall provide the City such other information pertaining to the Project as the City may reasonably request.

(G) Permits and Fees Payable to DOTE. Developer acknowledges that (i) Developer will be required to obtain barricade, street opening, meter permits, and other related permits when the Project necessitates closing meters, opening and/or closing the adjoining streets or portions thereof, or when otherwise required by DOTE for the Project (ii) Developer will be required to pay DOTE for any such permit fees, and (iii) with many entities competing for space on City street, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

5. Insurance; Indemnity.

(A) Insurance during Construction. Until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City. All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of construction, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time

(B) Waiver of Subrogation in Favor of City. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its 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, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of

Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

(D) Prevailing Wage. For all aspects of the Project, Developer shall comply and cause its contractors, subcontractors, and agents to comply with the applicable requirements of the State of Ohio's Prevailing Wage Law, as set forth in Ohio Revised Code Chapter 4115 (the "**Prevailing Wage Law**"). In the event that Prevailing Wage Law requirements apply, then Developer shall pay the applicable prevailing wage rates. Developer shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the Indemnified Parties arising from a violation of the Prevailing Wage Law relating to the Project. Developer acknowledges and agrees that it has not and shall not rely upon determinations or representations made by the City or its agents regarding the applicability of the Prevailing Wage Law and that Developer's decisions regarding the applicability of and compliance with the Prevailing Wage Law shall be based upon its own and its counsel's analysis of the Project as applied to Prevailing Wage Law.

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

7. Default; Remedies.

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

(i) the failure by Developer or Guarantor to pay any sum payable to the City under this Agreement or the Note within 5 days of when such payment is due;

(ii) the dissolution, other than in connection with a merger, of Developer (or, during the pendency of the Guaranty, the Guarantor), the filing of any bankruptcy or insolvency proceedings by either such entity, or the making by either such entity of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings by or against Developer (or, during the pendency of the Guaranty, the Guarantor), the appointment of a receiver (temporary or permanent) for either such entity or the Property, the attachment of, levy upon, or seizure by legal process of any property of either such entity, or the insolvency of either such entity, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 60 days following the date thereof; or

(iii) The occurrence of a Specified Default (as defined below), or any failure of Developer to perform or observe (or cause to be performed or observed, if applicable), any obligation, duty, or responsibility under this Agreement, the Note, or any other agreement or other instrument executed by Developer in favor of the City in connection with the Project (provided that a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after such entity's receipt of written notice thereof from the City; provided, however, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of:

- (a) Development Default. Developer (1) fails to comply with Sections 2 or 4 of this Agreement or (2) abandons the Project.
- (b) Misrepresentation. Any representation, warranty or certification of Developer or Guarantor made in connection with this Agreement, the CRA Agreement, or the Loan Documents, or any other agreement or instrument executed by Developer in favor of the City in connection with the Project shall prove to have been false or materially misleading when made.
- (c) Payment Default. Any payment is not made when and due under the Loan Documents, subject to the 5-business day Cure Period described above (a **"Payment Default"**). Developer acknowledges that time is of the essence with respect to the making of each payment of the Loan.
- (d) Financing Default. Developer, Guarantor, or other related entity otherwise defaults beyond any applicable notice and/or cure period under (1) Loan Documents or (2) the documentation for other third-party financing, either debt or equity, for the Project.

(iv) any event of default under the CRA Agreement.

(B) Remedies. Upon the occurrence and during the continuation of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, declare all amounts disbursed by the City with respect to the Loan to be immediately due and payable and demand that Developer repay to the City all such amounts, (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 Developer, and (iii) exercise any and all remedies available under the Loan Documents, as applicable, and (iv) exercise any and all other rights and remedies available at law or in equity, including without limitation pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy.

8. Notices. All notices, requests, or other communications hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or if 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, OH 45202

To Developer:
[Grammers Place, LLC]
 c/o Urban Sites Capital Advisors, LLC
 1209 Sycamore Street
 Cincinnati, Ohio 45202
 Attention: Danny Lipson, Chief Development Officer

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

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

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

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

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

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

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

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

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

10. Reporting Requirements.

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

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

(C) City's Right to Inspect and Audit. Throughout construction of the Project and for a period of 3 years after the expiration or termination of this Agreement, Developer shall permit the City, its employees, agents, and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses

a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

11. **General Provisions.**

(A) **Assignment.** Developer shall not assign its rights or interests under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole discretion. An assignment by Developer of its interests under this Agreement shall not relieve Developer from any obligations or liability under this Agreement.

(B) **No Transfer; Due on Sale.** Prior to the Maturity Date (as defined in the Note), Developer shall not sell, convey, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the Property (with the exception of the Superior Mortgage and loan documents related thereto and any other loans or encumbrances expressly authorized under this Agreement, including the Port Authority Arrangement) without the prior written consent of the City. If Developer desires to sell or transfer the Property prior to the date on which all payments required to be paid under the Loan Documents have been fully paid, Developer shall notify the City thereof in writing. Provided that the proposed buyer is not in default on any other contract(s) with the City, is financially sound, provides proof that it is capable of properly managing the Project, and is otherwise qualified to participate in the program, the buyer may, with the City's prior written consent, assume in writing Developer's obligations hereunder and under the Note and Mortgage, or execute a new agreement, note and mortgage in favor of the City, at which time this Agreement and the Note and Mortgage shall be cancelled. If the proposed buyer is not so approved by the City, the entire unpaid and outstanding principal balance of the Loan and accrued and unpaid interest thereon, together with any and all other amounts due and owing to the City under the Loan Documents, shall become due and payable upon Developer's sale or transfer of the Property.

(C) **Entire Agreement; Conflicting Provisions.** This Agreement (including the Exhibits hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Loan Documents are in conflict with the specific provisions of such other Loan Documents, the provisions of such other Loan Documents shall control.

(D) **Amendments.** This Agreement may not be amended unless such amendment is set forth in writing and signed by both parties.

(E) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and Developer and their respective successors and permitted assigns.

(F) **Severability.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

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

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

(I) **Recognition of City Support.** Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the Project has been completed.

(J) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

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

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

(M) No Brokers. The City and Developer 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.

(N) 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.

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

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

(Q) 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.

(R) Transfer of Fee or Leasehold Title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale (or lease) and leaseback arrangement with respect to portion(s) of the Property in which fee or leasehold title to the Property (or any portion thereof) is held by the Port Authority (the "**Port Authority Arrangement**"); *provided, however*, that (i) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials, and (ii) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of the Port Authority Arrangement, at least 10 business days prior to any conveyance of any portion of the Property to the Port Authority. Notwithstanding any of the foregoing to the contrary, Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 11(A). Developer hereby provides notice to the City that Developer (or its affiliates) will enter into the Port Authority Arrangement.

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

Exhibit A – *Legal Description*

Exhibit B – *Statement of Work, Budget and Sources of Funds*

Addendum I to Statement of Work, Budget and Sources of Funds Exhibit – *Income Verification Form*

Exhibit C – *Form of Promissory Note*

Exhibit D – *Form of Mortgage*

Exhibit E – *Form of Completion Guaranty*

Exhibit F – *Disbursement of Funds*

Exhibit G – *Additional Requirements*

Addendum I to Additional Requirements Exhibit - *City's Prevailing Wage Determination*

SIGNATURE PAGE FOLLOWS

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI
an Ohio municipal corporation

[GRAMMERS PLACE, LLC,]
an Ohio limited liability company

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

Date: _____, 20__

By: _____

Name: _____

Title: _____

Date: _____, 20__

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to Funding and Development Agreement

Legal Description

Auditor Parcel ID No.: 080-0001-0194-00

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the out lots (of the Town of Cincinnati) as recorded in Deed Book E-2, Pages 62 to 66 of the Hamilton County, Ohio Recorder's Office and also being formerly known as part of Clay Street and being more particularly described as follows:

From the intersection of the westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street, a 33 foot street as originally laid out, measure along said westerly line of Clay Street, South 15° 19' East, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street as established in 1959 (see Drawing File E-64-13 in the City Engineer's Office); thence due East, along the existing southerly line of Liberty Street, a distance of 10.23 feet to a point, said point being the true place of beginning for the property herein described, thence continuing due East, along the existing southerly line of Liberty Street, a distance of 27.13 feet; thence South 15° 19' East, a distance of 56.04 feet; thence South 74° 44' 02" West, a distance of 26.17 feet; thence North 15° 19' West, a distance of 63.18 feet to the place of beginning. Containing 1,560 square feet.

461-1-08

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
Tax Map - 1-2-13 B

Parcel No. 080-0001-0194-00

Auditor Parcel ID No.: 080-0001-0110 and -0111

Situated in the City of Cincinnati, Hamilton County, Ohio and more particularly described as follows:

Beginning at a point on the east side of Walnut Street, 34.26 feet south of the south line of Liberty Street and thence extending southwardly along the east line of Walnut Street, a distance of 84 feet to a point; and thence eastwardly from said two points named between lines parallel to each other and at right angles to Walnut Street for a distance of 90 feet more or less to an alley.

LESS the following described real estate which was conveyed to the City of Cincinnati for widening of Liberty Street:

Situated in Section 18, Town 4, Fractional Range 1, Hamilton County, Ohio and described as follows: From the intersection of the southerly line of Liberty Street (a 33 foot street) and the easterly line of Walnut Street (A 60 foot street) measure south 15° 27' east along the easterly line of Walnut Street, 34.26 feet to the northerly line of Charles Berkman and Alice Mae Berkman property for the place of beginning; thence continuing along the easterly line of Walnut Street, south 15° 27' east, 44.59 feet; thence northeastwardly along a curve tangent to the easterly line of Walnut Street and deflecting to the right with a radius of 15 feet, a distance of 27.61 feet (the chord of said curve bearing north 37° 16' 30" east for 23.87 feet) thence due east 73.72 feet to the westerly line of Brackett Alley (a 10 foot private alley); thence north 15° 25' 30" west along said westerly line 49.74 feet to the northerly line of said Berkman property; thence south 74° 33' west along said northerly line 90 feet to the place of beginning.

Parcel No. 80-1-110 and 111

CONDITIONAL APPROVAL
EXCEPTION(S) IN DESCRIPTION
HAMILTON COUNTY ENGINEER
Tax Map - 9/6/02

Auditor Parcel ID No.: 080-0001-0114-00

Situate in the City of Cincinnati and being more particularly described as follows:

Beginning at a point in the east line of Walnut Street, south 15° 31' east, 181.65 feet from the intersection of the east line of Walnut Street and the south line of Liberty Street; the above mentioned 181.65 feet being measured along the east line of Walnut Street; thence from said beginning point, south 15° 31' east along the east line of Walnut Street, 29.78 feet; thence north 74° 25' east, 90 feet to the west line of a 10 foot alley; thence north 15° 31' west along the west line of said 10 foot alley and parallel with Walnut Street, 29.91 feet; thence south 74° 20' west, 90 feet to the east line of Walnut Street and the place of beginning.

Being the same premises described in Registered Land Certificate of Title No. 113064 in the Registered Land Records of Hamilton County, Ohio.

Parcel No. 80-1-114

Auditor Parcel ID No.: 080-0001-0112-00

Situate in the City of Cincinnati and being more particularly described as follows:

Beginning at a point in the east line of Walnut Street south 15° 31' east, 119.3 feet from the intersection of the east line of Walnut Street and the south line of Liberty Street; the above mentioned 119.3 feet being measured along the east line of Walnut Street; thence from said point of beginning south 15° 31' east along the east line of Walnut Street, 41.29 feet; thence north 74° 27' east, 90 feet to the west line of a 10 foot alley; thence north 15° 31' west along the west line of said alley and parallel with Walnut Street, 41.23 feet; thence south 74° 29' west, 90 feet to the east line of Walnut Street and the place of beginning.

Being the same premises described in Registered Land Certificate of Title No. 113064 in the Registered Land Records of Hamilton County, Ohio.

Parcel No. 80-1-112

Auditor Parcel ID No.: 080-0001-0113-00

Situate in the City of Cincinnati and being more particularly described as follows;

Beginning at a point in the east line of Walnut Street at the northwest corner of the property identified as Tract 1, on Registration Certificate No. 25294 of the Registered Land Records of Hamilton County, Ohio; thence from said beginning point, north 15° 31' west along the east line of Walnut Street 21.06 feet to the southwest corner of the land identified as Tract 2, on said Registration Plat; thence north 74° 27' east along the south line of said Tract 2, 90 feet to the west line of a 10 foot alley; thence south 15° 31' east along the west line of said 10 foot alley and parallel to Walnut Street, 20.87 feet to the northeast corner of said Tract 1; thence south 74° 20' west along the north line of said Tract 1, 90 feet to the east line of Walnut Street and the place of beginning.

Being the same leasehold estate registered in Book 95, page 33459 of the Registered Land Records of Hamilton County, Ohio.

Being the same tract or parcel of land described in Registered Land Certificate of Title No. 113064 in the Registered Land Records of Hamilton County, Ohio.

Parcel No. 80-1-113 *Lab.*

Auditor Parcel ID No.: 080-0001-0115-00

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio, and more particularly described as follows:

Beginning at a point 335 feet 4-3/4 inches, north of the northeast corner of Walnut Street and Allison Street, on the east side of Walnut Street; thence northeastwardly along the east side of

Walnut Street, 20 feet to a point; thence eastwardly 95 feet to a point; thence southwardly parallel to Walnut Street, 20 feet to a point; thence westwardly parallel to the north line, 95 feet to the place of beginning.

Parcel No. 80-1-115 *Lab.*

Auditor Parcel ID No.: 080-0001-0191-00

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of Town of Cincinnati) as recorded in Deed Book E-2, pages 62-66, Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the southerly line of Liberty Street, a 33 foot street and the westerly line of Clay Street, a 40 foot street (as originally laid out); thence along said westerly line south 15° 19' east, a distance of 64.28 feet to the place of beginning; thence continuing along said westerly line south 15° 19' east, a distance of 65.88 feet; thence south 74° 44' 02" west, a distance of 83.59 feet to a point in the easterly line of an unnamed alley, (a ten foot street); thence along said easterly line north 15° 25' 30" west a distance of 88.74 feet; thence due east a distance of 86.84 feet to a point in the westerly line of Clay Street and being the place of beginning. Containing an area of 6,467.00 square feet, more or less.

Parcel No. 80-1-191 //

Auditor Parcel ID No.: 080-0001-0193-00

PARCEL SEVEN:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of Town of Cincinnati) as recorded in Deed Book E-2, pages 62-66, Hamilton County Recorder's Office and also being known as Clay Street and being more particularly described as follows:

From the intersection of the westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street, a 33 foot street, as originally laid out, measure along said westerly line, south 15° 19' east, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street, as established in 1959 (file drawing E-64-13 in City Engineer's Office) and the place of beginning; thence along said southerly line due east a distance of 88.80 feet to a point in the easterly line of Clay Street, as established in 1959; thence along said easterly line due south a distance of 53.78 feet; thence south 74° 40' west, a distance of 31.44 feet to a point in the original easterly line of Clay Street; thence along said easterly line, south 15° 19' east, a distance of 59.17 feet; thence south 74° 41' west, a distance of 40.00 feet to a point in said westerly line of Clay Street; thence along said westerly line north 15° 19' west, a distance of 134.51 feet to the point in said existing southerly line of Liberty Street and the place of beginning. Containing 7,445.8 square feet.

SUBJECT to all utility easements.

EXCEPTING FROM the above Parcel Seven, the following described real estate, to-wit:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of the Town of Cincinnati) as recorded in Deed Book E-2, pages 62 to 66 of the Hamilton County, Ohio Recorder's Office and also being known as Clay Street and being more particularly described as follows:

Parcel A:

From the intersection of the westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street, a 33 foot street, as originally laid out, measure along said westerly line of Clay Street, south 15° 19' east, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street as established in 1959 (see Drawing File E-64-13 in City Engineer's Office); thence due east along the existing southerly line of Liberty Street, a distance of 37.36 feet to a point; said point being the true place of beginning for this conveyance; thence continuing due east along the existing southerly line of Liberty Street, a distance of 51.44 feet to a point in the easterly line of Clay Street, as established in 1959; thence due south along said easterly line of Clay Street, as established in 1959; thence due south along said easterly line of Clay Street, a distance of 53.78 feet; thence south 74° 40' west a distance of 31.44 feet to a point in the originally easterly line of Clay Street; thence south 15° 19' east, along the easterly line of Clay Street, a distance of 59.17 feet; thence south 74° 41' west, a distance of 17.76 feet; thence north 15° 19' west, a distance of 68.61 feet; thence north 74° 44' 02" east, a distance of 13.79 feet; thence north 15° 19' west, a distance of 56.04 feet to the place of beginning. Containing 3,723.3 square feet. Subject to all utility easements.

Parcel B:

From the intersection of the westerly line of Clay Street, a 40 foot street, as originally laid out, and the southerly line of Liberty Street, a 33 foot street, as originally laid out, measure along said westerly line of Clay Street, south 15° 19' east, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street as established in 1959 (see Drawing E-64-13 in the City Engineer's Office); thence due east, along the existing southerly line of Liberty Street, a distance of 10.23 feet to a point, said point being the true place of beginning for the easement herein described; thence continuing due east, along the existing southerly line of Liberty Street, a distance of 27.13 feet; thence south 15° 19' east, a distance of 56.04 feet; thence south 74° 44' 02" west, a distance of 26.17 feet; thence north 15° 19' west, a distance of 63.18 feet to the place of beginning. Containing 1,560 square feet.

Parcel No. 80-1-193

SAID PARCEL SEVEN: being also described as follows:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of the Town of Cincinnati) as Recorded in Deed Book E-2, pages 62-66, Hamilton County Recorder's Office and being more particularly described as follows;

From the intersection of the Westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street a 33 foot street as originally laid out measure along said westerly line, South 15° 19' East, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street, as established in 1959 (file drawer E-64-13 in the City Engineer's Office) and the place of beginning; thence South 15° 19' East 134.51 feet to a point in the westerly line of Clay Street; thence North 74° 41' East a distance of 22.24 feet; thence North 15° 19' a distance of 68.61 feet; thence South 74° 44' 02" West a distance of 12.38 feet; thence North 15° 19' West a distance of 63.18 feet; thence due West 10.23 feet to the place of beginning.

Parcel No. 80-1-193

Auditor's Parcel ID No.: 080-0001-0190-00

Situated in the City of Cincinnati, County of Hamilton and State of Ohio; from the southeast corner of Registered Land Certificate No. 25294 (original Certificate No. 20529 designated as Tract I and recorded in Book 61, Registered Land, Hamilton County Records), said point being also the southwest corner of Brackett Alley; thence eastwardly along the easterly prolongation of the southerly line of said Registered Land tract, and along the southerly line of Brackett Alley, 5.00 feet to the real place of beginning; thence continuing eastwardly along the southerly line of Brackett Alley, 1.76 feet to the westerly face of a concrete block wall; thence southwardly along the westerly face of said concrete block wall, 20.00 ft.; thence westwardly and parallel to the southerly line of Brackett Alley, 1.26 feet; thence northwardly and parallel to Walnut Street, 20 feet to the place of beginning.

Parcel No. 80-1-190

Auditor Parcel ID No.: 080-0001-0131-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point in the westerly line of Clay Street, said point lying North 16° 00' West, 18.50 feet from the intersection of said westerly line with the northerly line of Melindy Street extended westwardly; thence South 74° 02' West, 88.43 feet; thence North 16° 08' West, 35.90 feet; thence North 73° 45' East, 1.26 feet; thence North 14° 41' West, 20.00 feet to a point in the southerly terminus of Brackett Alley; thence North 73° 45' East along said southerly line, 3.24 feet; thence North 16° 00' West along the easterly line of said alley, 29.25 feet; thence North 73° 45' East, 83.56 feet to a point in the westerly line of Clay Street; thence South 16° 00' East along said westerly line 85.59 feet to the place of beginning.

Parcel Number: 080-0001-0131-00

Auditor Parcel ID No.: 080-0001-0139-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and more particularly described as follows:

A lot of ground situated on the west side of Clay Street and bounded as follows:

Commencing at a point 135-1/2 feet north from the northwest corner of Clay and Allison Streets; thence running north on west side of Clay Street 35.25 feet; thence westwardly on a line at right angles with Clay Street, 78 feet; thence south on a line parallel with Clay Street, 35.25 feet; thence eastwardly 78 feet to the place of beginning.

Parcel Number: 080-0001-0139-00

Auditor Parcel ID Nos.: 080-0001-0117-00 and 080-0001-0118-00 cons.

Situate in the City of Cincinnati, Hamilton County, Ohio, fronting on the east side of Walnut Street 34-1/2 feet, and being more particularly described as follows:

Beginning on the east side of Walnut Street 250 feet south of Liberty Street at the north line of a lot set off to David and Julia Ann Gallup in distribution of the Estate of Lemuel Woodward, deceased; thence south on Walnut Street 34-1/2 feet to the north line of Out Lot #29 or to the line of the Highway property; thence east along said line 95 feet or to the rear of lots fronting on Clay Street; thence north parallel with Walnut Street 34-1/2 feet to the north line of the lot set off to said David and Julia Ann Gallup in distribution of the estate of Lemuel Woodward, deceased; thence west along the line of said lot to Walnut Street and the place of beginning.

Parcel Number: 080-0001-0117-00 & 080-0001-0118-00 cons.

Auditor Parcel ID Nos.: 080-0001-0119-00 & 080-0001-0120-00 & 080-0001-0135-00 through 138 cons.

Situate in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:


Beginning at a point in the easterly line of Walnut Street, said point lying 212.85 feet north of the intersection of said easterly line and the northerly line of Fourteenth Street; thence North 73° 45' East, 91.36 feet; thence South 16° 08' East, 41.98 feet; thence North 73° 45' East, 91.96 feet to a point in the westerly line of Clay Street; thence North 16° 00' West along said westerly line, 128.00 feet; thence South 74° 02' West, 88.43 feet; thence South 16° 08' East, 18.42 feet; thence South 73° 45' West, 95.20 feet to a point in the easterly line of Walnut Street; thence South 16° 08' East along said easterly line, 68.04 feet to the place of beginning.

Parcel Number: 080-0001-0119-00 & 080-0001-0120-00 & 080-0001-0135-00 through 138 cons.

Auditor Parcel ID No.: 080-0001-0116-00

Situate in the City of Cincinnati, Hamilton County, Ohio

Beginning at a point 315 feet 4-3/4 inches north of the northeast corner of Walnut and Allison Streets on the East side of Walnut Street; thence northwardly 20 feet to a point; thence eastwardly 95 feet to a point; thence southwardly parallel to Walnut Street 20 feet to a point; thence westwardly and parallel to the north line 95 feet to the place of beginning.

Parcel Number: 080-0001-0116-00 

Auditor Parcel ID No.: 080-0001-0227-00

Situate in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows: Beginning at a set 5/8" iron pin and cap at the intersection of the southerly right of way of Liberty Street with the easterly line of an un-named alley, said point is 100 feet from the easterly right of way of Walnut Street as measured at right angles; thence leaving the southerly right-of-way of Liberty Street along the easterly line of said un-named alley, South 15° 31' 00" East, 118.31 feet to a set 5/8" iron pin and cap at the southeast corner of said alley; thence along the southerly line of said alley, South 74° 25' 00" West, 10.00 feet to the southwest corner of said alley, said point being witnessed by an existing building corner which is 0.28 feet west; thence along the westerly line of said alley, North 15° 31' 00" West, 121.08 feet to a set 5/8" iron pin and cap in the southerly right of way of Liberty Street; thence along the southerly right-of-way of Liberty Street, North 89° 56' 00" East, 10.37 feet to the place of beginning. Thus containing 0.0275 acres of land.

Exhibit B
to Funding and Development Agreement

Statement of Work, Budget, and Sources and Uses

1. STATEMENT OF WORK

Developer will create a single mixed-use building on the Property, consisting of new construction and rehabilitation, creating approximately 108,000 square feet of residential and approximately 4,522 square feet of commercial space. The residential portion of the development will include approximately 116 residential apartment units. The total unit count will consist of approximately twenty-four studio apartments, approximately eighty-four one-bedroom apartments, and approximately eight two-bedroom apartments. The Designated Units will consist of twenty of the apartments within the Project. Developer shall make available and lease all of the Designated Units to households earning at or below 80% AMI, pursuant to the Lease-Up Requirement no later than the Lease-Up Date.

Developer shall certify project rents and verify tenant eligibility by submitting to the City an *Income Verification Form* in the form of Addendum I to this Exhibit for all households occupying Designated Units, which must be signed by and certified by each tenant and indicate that the information is complete and accurate.

The Funds shall be used only for hard construction costs for the residential components of the Project.

2. BUDGET

Use of Funds:

	City Funds	Non-City Funds	Total
Acquisition Cost			
Land Acquisition		\$1,500,000	\$1,500,000
SUBTOTAL ACQUISITION COSTS		\$1,500,000	\$1,500,000
Hard Construction Costs			
Demo Abatement		\$108,453	\$108,453
Site Work & Utilities		\$213,000	\$213,000
Construction Costs – Commercial		\$1,059,671	\$1,059,671
Construction Costs – Residential	\$2,900,000	\$17,191,440	\$20,091,440
Appliances		\$807,300	\$807,300
General Requirements		\$450,000	\$450,000
General Conditions		\$1,250,000	\$1,250,000
Contractor Fee		\$747,284	\$747,284
Contingency		\$1,186,165	\$1,186,165
SUBTOTAL HARD CONSTRUCTION COSTS	\$2,900,000	\$23,013,313	\$25,913,313
Soft Costs			
Environmental + 3 rd Party Reports		\$50,000	\$50,000
Title Fees		\$90,000	\$90,000
LEED Fees		\$0	\$0
Architect (external)		\$1,036,533	\$1,036,533
Loan Closing/Commitment fees		\$169,870	\$169,870
Legal Fees		\$100,000	\$100,000
Marketing		\$25,000	\$25,000
Holding Costs – (RE Tax, Utilities)		\$120,000	\$120,000
Furniture + Equipment		\$100,000	\$100,000
TI Allowance		\$350,000	\$350,000
CRA application/fees		\$3,500	\$3,500
Construction Period Interest		\$597,860	\$597,860
Interest During Lease-Up		\$692,220	\$692,220

SUBTOTAL SOFT COSTS	\$0	\$3,334,983	\$3,334,983
Developer Fee			
Developer Fee		\$1,522,415	\$1,522,415
SUBTOTAL DEVELOPER FEE COSTS	\$0	\$1,522,415	\$1,522,415
TOTAL PROJECT COSTS	\$2,900,000	\$27,870,711	\$30,770,711

Source of Funds:

Construction Loan	\$17,000,000
City TIF District 4 Funds	\$2,900,000
Developer Equity	\$13,248,296
TOTAL	\$33,148,296

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.

Addendum I
to
Statement of Work, Budget, and Sources and Uses Exhibit
Income Verification Form

TO BE ATTACHED TO EXECUTION VERSION

Exhibit C
to Funding and Development Agreement

Form of Promissory Note

SEE ATTACHED

PROMISSORY NOTE

Date: _____, 2024
Cincinnati, Ohio

\$2,900,000.00

FOR VALUE RECEIVED, the undersigned, [**GRAMMERS PLACE, LLC**,] an Ohio limited liability company, 1209 Sycamore Street, Cincinnati, Ohio 45202 (“**Borrower**”), hereby promises to pay to the order of the City of Cincinnati, an Ohio municipal corporation, the address of which for purposes of this note is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the “**City**”), the principal sum of Two Million Nine Hundred Thousand and 00/100 Dollars (\$2,900,000), or so much thereof as is disbursed by the City to Borrower under that certain *Funding Agreement* executed between the Borrower and the City and dated on or about the date of this Promissory Note (the “**Funding Agreement**” and this “**Note**”, respectively), together with interest as described below (the “**Loan**”).

This Note is secured by an Open-End Mortgage of even date herewith (the “**Mortgage**”) on real estate located at 1422-1450 Walnut Street, Cincinnati, Ohio 45202 (the “**Property**”), as more particularly described in the Mortgage. This loan is being made in connection with Borrower’s development of the Property to renovate buildings containing, in the aggregate, approximately 116 residential rental units, of which 20 will be made affordable to households at or below 80% AMI, as more particularly described in the Funding Agreement (the “**Project**”). The Funding Agreement, this Note, and the Mortgage, of even date herewith, and any and all other related agreements executed by Borrower in favor of the City in connection with the Project are sometimes referred to herein collectively as the “**Loan Documents**”. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Funding Agreement.

Under the Funding Agreement, Borrower is required to use the Loan proceeds for the hard construction costs of the Designated Units, which are a portion of the Project, as further described therein.

1. **Terms.** The terms of the Loan are as follows:

- (a) Amount: The principal and amount of the Loan evidenced by this Note is Two Million Nine Hundred Thousand and 00/100 Dollars (\$2,900,000).
- (b) Term: The term of the Loan (the “**Term**”) shall be 17 years, beginning on the date of this Note (the “**Effective Date**”), and ending on the 17th anniversary thereof (the “**Maturity Date**”).
- (c) Interest Rate: No interest shall accrue on the outstanding amount of the Loan.
- (d) Loan Repayment:
 - i. Deferred Payment; Balloon Payment. No interest shall accrue on the unpaid principal balance of the Loan, and no payments shall be due from Borrower beginning on the Effective Date of this Note and continuing until the Maturity Date. On the Maturity Date, Borrower shall pay a balloon payment equal to all unpaid principal and interest, if any, and other charges outstanding on the Loan.
 - ii. Loan Forgiveness. Not later than the Maturity Date and upon Borrower providing documentation, satisfactory to the City in its sole and absolute discretion that (1) the Project has been completed (as evidenced by a Certificate of Occupancy) in accordance with the terms of the Funding Agreement, (2) Developer has satisfied its obligation to satisfy the Lease-Up Requirement by making available and leasing all of the Designated Units to households earning at or below 80% AMI no later than the Lease-Up Date, all in accordance with the Funding Agreement, and (3) Borrower is not in default of its obligations under this Note, or the Funding

Agreement, then upon written request by Borrower, the City agrees to forgive the entire amount of outstanding principal and accrued interest (if any) on the Loan. Upon request by Borrower, the City will provide written confirmation of compliance or forgiveness under this provision.

- iii. Loan Acceleration Upon Default. If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the Funding Agreement, then the City shall have the right to declare the entire outstanding principal balance of this Note and all accrued interest and other charges thereon to be immediately due and payable.
 - iv. Loan Acceleration Upon Failure to Secure Certificates of Occupancy by Completion Date. If Borrower fails to secure certificates of occupancy for all of the units at the Property by the Completion Date, the entire amount of the principal and all accrued interest shall become immediately due and payable.
 - v. Prepayment. Borrower may prepay the Loan and accrued interest at any time, without penalty.
 - vi. Default Rate of Interest; Late Charges. If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Funding Agreement in the event of a default.
 - vii. Due on Sale. Notwithstanding the Maturity Date specified herein, the entire outstanding principal balance and all accrued interest shall automatically become due and payable in full upon the sale of all or any portion of the Property other than as authorized under the terms of the Funding Agreement.
2. Authority. The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.
 3. Place of Payment. Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
 4. Loan Documents. All of the terms, covenants, provisions, conditions, stipulations, promises and agreements contained in the Loan Documents to be kept, observed and performed by Borrower are hereby made a part of this Note and incorporated herein by reference to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower promises and agrees to keep, observe and perform them or cause them to be kept, observed and performed strictly in accordance with the terms and provisions thereof.
 5. Borrower's Waivers. Borrower waives presentment, demand for payment, notice of non-payment, notice of dishonor, protest, notice of protest, and all suretyship type defenses.
 6. Default. Upon any default under the Funding Agreement or default in the payment of principal or any other sum when due under this Note that is not cured within five (5) days after Borrower is given written notice thereof, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity or proceedings pursuant to the Mortgage to foreclose on the Property. If suit is brought to

collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.

7. **General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas.

SIGNATURE PAGE FOLLOWS

Executed by Borrower on the date first above written.

BORROWER:

[GRAMMERS PLACE, LLC]
an Ohio limited liability company

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Assistant City Solicitor

cc: Karen Alder, City Finance Director

Exhibit D
to Funding and Development Agreement
Form of Mortgage

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

OPEN-END MORTGAGE

Maximum Principal Amount: **\$2,900,000**

THIS OPEN-END MORTGAGE ("**Mortgage**"), effective as of the Effective Date (as defined on the signature page hereof) is given by [GRAMMERS PLACE, LLC,] an Ohio limited liability company, with offices at 1209 Sycamore Street, Cincinnati, Ohio 45202 ("**Borrower**"), to the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 214, Cincinnati, Ohio 45202 ("**Lender**"). Borrower owes Lender the principal sum of \$2,900,000. This debt is evidenced by that certain *Funding and Development Agreement* between Borrower and Lender dated [_____], 20__ (as the same may hereafter be amended, restated or replaced from time to time, the "**Agreement**"), and by a promissory note in the amount of \$2,900,000 in favor of Lender (as the same may hereafter be amended, restated or replaced from time to time, the "**Note**"). The Agreement, Note, and this Mortgage of even date herewith, and any and all other related agreements executed by Borrower in favor of Lender in connection with the Project, as defined in the Agreement, are sometimes referred to herein collectively as the "**Loan Documents**". This Mortgage secures to Lender the repayment of the debt evidenced by the Note, the payment of all other sums, with interest, advanced by Lender under this Mortgage, and the performance by Borrower of all of Borrower's other obligations under the Loan Documents. For this purpose, Borrower does hereby mortgage, grant and convey to Lender certain real property as described on Exhibit A hereto, together with all improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property (the "**Property**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and except for the Superior Mortgage.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any and all other amounts that may become due and payable under the Loan Documents, all in accordance with the terms thereof.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied: first, to charges and other advances (other than principal and interest) due under the terms of the Loan Documents; second, to accrued interest; and third, to unpaid principal, or in such other order as Lender may elect.

3. Charges; Liens. Borrower shall pay all real property taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. If Borrower fails to do so in a timely fashion, Lender may, at its option, pay such amounts pursuant to paragraph 6 hereof and Borrower shall promptly reimburse Lender for any such payment. Borrower shall promptly discharge any lien that has priority over this Mortgage unless Lender has consented in writing to the superiority of such lien.

4. Property Insurance. Borrower shall maintain full replacement cost special peril property insurance on any improvements now existing or hereafter erected on the Property. All insurance policies and renewals shall include a standard mortgagee clause in favor of Lender. If Borrower fails to maintain insurance as required hereunder, Lender may, at its option, obtain such insurance pursuant to paragraph 6 hereof. Unless Lender and Borrower otherwise agree in writing or unless otherwise provided in the Agreement, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

5. Maintenance of the Property. Borrower shall maintain the Property in good condition and repair and otherwise in accordance with the terms of the Loan Documents.

6. Protection of Lender's Rights to the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying attorneys' fees and entering onto the Property to make repairs. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest, at the rate of 12% per annum, from the date of disbursement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Successors and Assigns Bound; Governing Law. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 9 hereof. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located.

8. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

9. Transfer of the Property; Due on Sale. Except as permitted in the Agreement if all or any part of the Property is sold or transferred without Lender's prior written consent, the Note shall immediately become due and payable.

10. Acceleration; Remedies. Except as otherwise provided in the Loan Documents, in the event Borrower fails to make payment or fails to perform, in a timely fashion, any of the agreements contained in the Loan Documents (a "default"), Lender, at Lender's option, without notice, may declare the principal balance of the Note and interest accrued thereon and all other sums due under the Loan Documents to be immediately due and payable. Unless prohibited by law, Borrower shall pay to Lender any and all sums, including expenses and attorneys' fees, that Lender may incur or expend (a) in any proceeding to sustain the lien of this Mortgage or its priority or to defend against the liens or claims of any person asserting priority over this Mortgage or (b) in connection with any suit at law or in equity to enforce the Loan Documents, to foreclose the Mortgage or to prove the amount of or to recover any indebtedness hereby secured.

11. Advances to Protect Security. This Mortgage shall secure the unpaid balance of advances made by Lender with respect to the Property for the payment of taxes, assessments, insurance premiums,

costs incurred for the protection of the Property, and other costs that Lender is authorized by this Mortgage to pay on Borrower's behalf.

12. Maximum Principal Amount. This Mortgage shall secure the payment of any and all amounts advanced from time to time by Lender to Borrower under the Loan Documents and under any other promissory notes or other documents signed by Borrower and stating that such advances are secured hereby. Lender shall not be obligated to make any additional advances unless Lender has agreed to do so in writing. The maximum amount of unpaid loan indebtedness which may be outstanding at any time and secured hereby shall be \$2,900,000, exclusive of interest thereon (capitalized or otherwise) and unpaid balances of advances made by Lender under this Mortgage.

13. Release. Upon payment (or forgiveness, as applicable) of all sums secured by this Mortgage and the performance by Borrower of all of Borrower's other obligations under the Loan Documents, Lender shall discharge this Mortgage at Borrower's sole expense and upon Borrower's written request.

14. Subordination. Lender expressly acknowledges and agrees that this Mortgage is, and all of the Lender's rights hereunder are, subject and subordinate to the Superior Mortgage in the amount of the Superior Loan (together with all advances made thereunder or interest thereon, and all renewals, replacements, modifications, consolidations, refinancings and extensions thereof and related loan and security documents evidencing the Superior Loan; *provided, however*, in no event shall the amount of the Superior Loan be increased) but without in any other manner releasing or relinquishing the lien, security interest, operation or effect of this Mortgage. The subordination of this Mortgage shall be self-operative and shall not require any further writing or confirmation hereof. Such subordination is expressly for the benefit of the holder of the Superior Mortgage, its successors and assigns, and may not be modified or terminated without the express written consent of the holder of the Superior Mortgage. Notwithstanding any provisions set forth therein or as provided by law, the Lender shall not take any action to initiate any judicial proceedings, including but not limited to commencement or institution of foreclosure proceedings, lawsuits, bankruptcy filings, reorganization or receivership filings under this Mortgage unless and until the holder of the Superior Mortgage has filed a foreclosure action. If the holder of the Superior Mortgage files a foreclosure action and the Lender subsequently files for mortgage foreclosure, but thereafter the holder of the Superior Mortgage dismisses its foreclosure action, the Lender shall also dismiss its mortgage foreclosure (but may re-file upon a subsequent re-filing by the Superior Mortgage).

SIGNATURE PAGE FOLLOWS

Executed by the Borrower on the date of acknowledgement indicated below (the "Effective Date").

BORROWER:

[Urban Sites Capital Advisors, LLC]
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____, a Ohio limited liability company, on behalf of the company.

Notary Public
My Commission Expires: _____

Approved as to Form:

Assistant City Solicitor

Forward all correspondence to:

City of Cincinnati
Department of Community and Economic
Development
Two Centennial Plaza - Suite 700
805 Central Avenue
Cincinnati, OH 45202

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

{00410230-5}

Exhibit A
to Open-End Mortgage

Legal Description

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit E
to Funding and Development Agreement

Form of Completion Guaranty

[SEE ATTACHED]

COMPLETION GUARANTY

This Completion Guaranty (“**Guaranty**”) is made as of the Effective Date (as defined on the signature page hereof) by **[TBD]**, an Ohio limited liability company, the address of which is 1209 Sycamore Street, Cincinnati, Ohio 45202 (“**Guarantor**”) in favor of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”).

Recitals:

A. The City, **[TBD]**, an Ohio limited liability company (the “**Obligor**”), are parties to a *Funding and Development Agreement* dated _____, 20__ (the “**Funding Agreement**”). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Funding Agreement.

B. Pursuant to the Funding Agreement, among other things, the Obligor is obligated to complete the Project, which includes the remodeling of existing buildings and new construction of a structure connecting said existing buildings into a new single structure, upon completion of which will contain approximately 116 residential rental units on that certain real property more particularly detailed on Exhibit A (Legal Description) hereto. Pursuant to the terms of the Funding Agreement, Obligor has executed or will execute a promissory note in the principal amount of \$2,900,000 in favor of the City (the “**Note**”) in connection with the City’s partial financing of Developer’s construction of the Project.

C. Guarantor, as a partner in the Project, will benefit from the provision of the Loan provided by the City in connection with the Project.

D. Pursuant to Section 3 of the Funding Agreement, and as a material inducement to the City to enter into the Agreement, Guarantor is required to execute and deliver this Guaranty to the City.

NOW, THEREFORE, for and in consideration of the City’s execution of the Funding Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby promises and agrees as follows:

1. Guaranty

(A) Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City:

(i) That Guarantor will complete or cause to complete the construction of the Project by the Project Completion Date as prescribed in the Funding Agreement.

(ii) The due and punctual payment in full (and not merely the collectability) of any and all loss, damages or expenses incurred by the City and arising out of any default by Developer or Guarantor in completing the Project pursuant to the terms and conditions set forth in the Funding Agreement.

(B) If Guarantor (i) fails duly and punctually to perform and complete the construction of the Project, or (ii) for any reason, Guarantor shall abandon construction of the Project for a period of 30 days after written notice of such cessation by the City to Guarantor (each such occurrence being a “default” under this Guaranty), Guarantor, within 10 days after its receipt of written demand for performance or payment from the City (a “**Performance Demand**”), shall duly and punctually cure the default. If Guarantor shall fail to resume construction or complete the Project, as the case may be, within such 10 day period, the City shall have the right to take such actions as the City deems necessary or appropriate to cure the default, whereupon Guarantor shall pay to the City an amount equal to all costs incurred by the City in so doing, payable within 10 days after the City’s written demand. All rights and remedies of the City under this

Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under or with respect to the Funding Agreement or any other agreements pertaining to the Project, or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to the Funding Agreement; (ii) modify or supplement any of the provisions of the Funding Agreement upon written agreement of the parties thereto; and (iii) grant any extension or renewal of or with respect to the Funding Agreement upon written agreement of the parties thereto and/or effect any release, compromise or settlement in connection therewith.

2. Liability of Guarantor.

(A) Guarantor's liability under the provisions of this Guaranty (i) shall be primary, direct and immediate and is a guaranty of payment, performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Guarantor or Developer of any remedy that it may have against its contractors, subcontractors or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Funding Agreement, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Guarantor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Guarantor or any other person or entity or against any or all of the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under the provisions of this Guaranty shall continue after any assignment or transfer by the City or Developer of any of their respective rights or interests under the Funding Agreement, if permitted by the same, with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Developer, which shall continue to be governed by the terms of the Funding Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Developer or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Developer.

(D) Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Funding Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Funding Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty and/or of the Funding Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Funding Agreement upon any default by Developer in performing any of its construction obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all

expenses, including without limitation attorneys fees, that it incurs in connection therewith, payable within 10 days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City under the Funding Agreement.

4. Effect of this Guaranty. Guarantor hereby represents and warrants to the City that: (A) Guarantor (i) has a financial interest in Developer; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation; and (C) Guarantor is not in default under any contract or guaranty between Guarantor and the City.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person; (ii) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (iii) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: (i) City of Cincinnati, Department of Community and Economic Development, 805 Central Avenue, Suite 700, Cincinnati, OH 45202, and (ii) City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, and (iii) City Finance Director, City of Cincinnati, 801 Plum Street, 2nd Floor, Cincinnati, OH 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. No party hereto shall be deemed to have waived the exercise of any right which it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Developer or anyone else in any action or proceeding commenced by the City under this Guaranty; however, the City may commence any action or proceeding based upon this Guaranty solely against Guarantor without making Developer or anyone else a party to such action.

(D) Time of Essence. Time shall be of the essence of this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made

{00410230-5}

in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Developer shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns. Terms used in capitalized form in this Guaranty and not otherwise defined herein shall have the meanings given to such terms in the Funding Agreement.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.

(I) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Project shall have received a permanent Certificate of Occupancy from the relevant permitting authority. Upon issuance of the aforementioned Certificate of Occupancy, and provided there is then no uncured default under this Guaranty, this Guaranty shall terminate and be of no further force and effect.

Signature Page Follows

Executed and effective as of _____, 20__ (the “**Effective Date**”).

GUARANTOR:

[TBD],

By: _____

Name: _____

Title: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

Office of the City Solicitor
801 Plum Street, Room 214
Cincinnati, Ohio 45202

Exhibit A
to Completion Guaranty

Legal Description

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit F
to Funding and Development Agreement

Disbursement of Funds

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

- (i) Disbursement Conditions: The Disbursement Conditions must be satisfied or waived by the City, each in its sole discretion.
- (ii) Insurance: Developer must have provided proof of insurance as required by the Agreement, naming the City as an additional insured.
- (iii) Consolidation: Developer must have acquired fee title to the Property and have completed the consolidation of the Property into a single parcel.
- (iv) Note & Mortgage from Developer: Developer shall have executed and delivered to the City the Note and the recorded Mortgage.
- (v) Guaranty: Developer shall have caused the delivery to the City of the fully executed Guaranty.
- (vi) Licenses: Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work.
- (vii) Other Information: Developer shall provide to the City such other information and documents pertaining to Developer or the Project as the City may reasonably require.
- (viii) No Default: Developer shall be in full compliance with all requirements under the Agreement, Note, Mortgage, the Guaranty, and the CRA Agreement.
- (ix) Project Completion: Developer shall be prepared and capable of otherwise undertaking and completing all necessary actions to commence the Project promptly following the Effective Date and thereafter to pursue completion of this Project in a timely manner and otherwise in accordance with the terms of the Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall endeavor to disburse the Funds to Developer within 30 days of receipt of a completed draw request in accordance with Section (C)(ii) of this Exhibit. The City shall disburse the Funds on a reimbursement basis and pro-rata with all other construction funds being utilized by Developer for the Project (i.e., the Funds shall not be first in). Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from

{00410230-5}

the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 90 days following completion of construction of the Project.

(C) Draw Procedure.

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

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City; (ii) 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.

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

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

End of Exhibit

Exhibit G
to Funding and Development Agreement

Additional Requirements

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

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

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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

{00410230-5}

who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

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

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

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

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

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

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

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

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

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

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

{00410230-5}

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

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

(F) Small Business Enterprise Program.

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

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

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

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

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

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

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

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

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

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

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System,

and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

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

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

(M) Wage Enforcement.

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

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

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

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

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

{00410230-5}

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

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

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

(N) Americans with Disabilities Act; Accessibility.

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

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

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

{00410230-5}

3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

Addendum I
to
Additional Requirements Exhibit
City's Prevailing Wage Determination

SEE ATTACHED



SUBTOTAL SOFT COSTS	\$0.00	\$4,534,983	\$4,534,983
TOTAL PROJECT COSTS	\$2,900,000	\$30,248,296	\$33,148,296

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.) *

The Developer will create a single mixed-use building at 1422-1450 Walnut Street, consisting of new construction and rehabilitation, creating 103,931 square feet of residential and 4,522 square feet of commercial space. The residential portion of the development will include 116 residential apartment units. The total unit count will consist of twenty-four studio apartments, eighty-four one-bedroom apartments, and eight two-bedroom apartments. Twenty of the twenty-four studio apartments will be affordable to households earning eighty percent (80%) of the area median income (AMI), during their initial lease up period.

Upload Supporting Documents (0)

Supporting Documents

DEI USE ONLY

Assigned Number 55946220	Dept Submitted Date 10/21/2024	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 * 10/24/2024
------------------------------	-------------------------------------	-----------------------------

Decision Summary: *

As described, the project exceeds the prevailing wage threshold of \$75,000 for alteration to a building under ORC 4115.03. However, projects being undertaken by a port authority are exempt from prevailing wage requirements pursuant to ORC 4115.04(B)(6) as defined in ORC 4528.01 and 4582.21. Therefore, State of Ohio prevailing wage requirements will not apply to the project.

The project does not meet the definition of a "Development Agreement" as defined in CMC 321-1-D2. Therefore, local prevailing wage requirements do not apply.

NOTE: Any changes to the scope, funding, or developer will require revision to this determination.

Director Approval Signature LAURA CASTILLO	Director Approval Date 10/24/2024
--	---