



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Councilmember David Mann, Chairperson
Councilmember Chris Seelbach, Vice Chair
Councilmember Jan-Michele Kearney
Councilmember Greg Landsman
Councilmember Jeff Pastor
Councilmember P.G. Sittenfeld
Councilmember Betsy Sundermann
Councilmember Wendell Young

Monday, October 26, 2020

1:00 PM

Council Chambers, Room 300

ROLL CALL

AGENDA

1. [202002027](#) FYI MEMO, dated 10/20/2020, submitted by Councilmember Mann from Paula Boggs Muething, City Manager, "Update on Coronavirus Relief Fund Allocation", The purpose of this memorandum is to provide the Mayor and the City Council with an update on funding received by the City from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (CRF), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Sponsors: Mann and City Manager

Attachments: [Council FYI - Update on CARES Funding 10-20](#)

2. [202001880](#) ORDINANCE (EMERGENCY), dated 09/25/2020, submitted by Councilmember Landsman, from Andrew W. Garth, Interim City Solicitor, AUTHORIZING the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; AUTHORIZING the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; AUTHORIZING the return of the sum of \$95,000 from the Department of Recreation's General Fund 050 non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; AUTHORIZING the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 0-50 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

Sponsors: Landsman

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

3. [202002063](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/26/2020, AUTHORIZING the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of or resources for certain personnel expenditures as set forth in the attached Attachment A; AUTHORIZING the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of or resources for certain non-personnel expenditures as set forth in the attached Attachment A; AUTHORIZING the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19 and unemployment expenses associated with furloughs due to COVID-19; AUTHORIZING the City Manager to re-allocate certain herein appropriated funds in the event that such funds remain unencumbered by December 1, 2020 so that such funds may be utilized prior to the December 30, 2020 deadline; and further, DECLARING that such expenditures serve a public purpose.

Sponsors: City Manager

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

4. [202001900](#) MOTION, submitted by Councilmember Kearney, WE MOVE for the City Administration to provide a report to City Council regarding the feasibility of partnering with mynde.me - a nonprofit project recently launched in Cincinnati that seeks to provide a free mental health education portal to any city or community that wants it. Example: <<https://yourcity.mynde.me/>>. WE FURTHER MOVE for this report to be delivered to City Council within 14 days, and for the Cincinnati Health Department to engage directly with Mr. Neal O'Farrell (neal@mynde.me <<mailto:neal@mynde.me>>), the founder of mynde.me, prior to delivering this report to City Council. (STATEMENT ATTACHED)

Sponsors: Kearney

Attachments: [Motion 202001900](#)

5. [202001902](#) MOTION, submitted by Councilmember Kearney, WE MOVE to allocate a total of \$70,000 in city funding to implement the Saving Our Brothers and Sisters (SOBS) Project - a partnership and commitment between Truth & Destiny Covenant Ministries UCC (Pastor Lesley E. Jones), House of Hope Fellowship Church (Pastor Nick Burnett), R.E.A.L. Truth, Inc (Rufus Johnson), and B.E.A.F. Project (Candance Tubbs) to address gun violence. WE FURTHER MOVE for the City Administration to provide a report to City Council regarding the feasibility of the proposed plan, as well as recommendations rooted in community organization best practices to achieve maximum community impact. WE FURTHER MOVE for this report to be delivered to City Council within 14 days following the passage of this motion.

Sponsors: Kearney

Attachments: [MOTION 202001902](#)
[ATTACHMENT](#)

6. [202001878](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 10/14/2020, AUTHORIZING the deposit into Fund No. 312, "Private Lead Service Line Replacement," of one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) ("Wardall Lease") for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works ("GCWW") Wardall water tower site; and AUTHORIZING the transfer from the unappropriated surplus of Fund No. 101, "Water Works," into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020, for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW's Help Eliminate Lead Pipes ("HELP") Program.

Sponsors: City Manager

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

7. [202001879](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 10/14/2020, MODIFYING the Administrative Code of the City of Cincinnati by amending Article XXI, Section 2, "Duties of the Director of Buildings and Inspections," to add the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the Private Lot Abatement Program ("PLAP") to the duties of the Director of the Department of Building and Inspections; and AMENDING Article VI, Section 2, "Duties of Director of the Department of Public Services," to remove the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the PLAP; and further AUTHORIZING the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 within Stormwater Management Fund 107 from and to various operating accounts of Stormwater Management Fund 107 for the purpose of transferring the Private Lot Abatement Program from the Department of Public Services to the Department of Buildings and Inspections, in accordance with the attached Schedule of Transfer.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Schedule of Transfer](#)

8. [202001884](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, Interim City Manager, on 10/14/2020, AUTHORIZING the City Manager to execute a Property Transfer Agreement with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati.

Sponsors: City Manager

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

9. [202001972](#) PETITION, submitted by the Clerk of Council from Tonya R. Lassiter, Records Management Officer, Ohio EPA Legal Office, regarding property known as the Walworth Junction Property, located at 2927-3121 (odd) Walworth Avenue in Cincinnati, Ohio.

Sponsors: Clerk of Council

10. [202001885](#) ORDINANCE (EMERGENCY), dated 10/09/2020, submitted by Councilmembers Sundermann, Mann and Vice Mayor Smitherman, from Andrew W. Garth, Interim City Solicitor, AUTHORIZING the designation of \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department's Criminal Investigation Section; and AUTHORIZING the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives; and AUTHORIZING the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to Ennis Tait Ministries for Violence reduction administered by Project Lifeline.
- Sponsors:** Mann, Sundermann and Smitherman
- Attachments:** [Transmittal](#)
[Emergency Ordinance](#)
11. [202001991](#) MOTION, submitted by Councilmember Landsman, Kearney, Young, Seelbach and Sittenfeld, WE MOVE that the Administration work with Kingsley and Co. and the Mt. Auburn community to ensure that project - and community-based commitments are ultimately met, including an attempt by the developer to resolve remaining tenant issues.
- Sponsors:** Landsman, Kearney, Young, Seelbach and Sittenfeld
- Attachments:** [Motion](#)
12. [202001993](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/21/2020, AUTHORIZING the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)

13. [202001994](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/21/2020, AUTHORIZING the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, "Parks Private Endowment," for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; ESTABLISHING new capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation," for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further AUTHORIZING the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, "Parks Private Endowment," to newly established capital improvement program project account no. 980x203x212003, "Hyde Park Square Renovation."
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
14. [202001996](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 10/21/2020, AUTHORIZING the City Manager to execute a Release of Easement to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Exhibit A](#)
15. [202001998](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/21/2020, DECLARING, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

16. [202001999](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/21/2020, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new building into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35,569,369.

Sponsors: City Manager

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

17. [202002000](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 10/21/2020, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

Sponsors: City Manager

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

18. [202002026](#) RESOLUTION submitted by Paula Boggs Muething, City Manager, on 10/21/2020, DECLARING by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the Ohio Revised Code.

Sponsors: City Manager

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

19. [202002053](#) MOTION, dated 10/21/2020, submitted by Councilmember Landsman, MOTION: LEGAL AND OTHER SUPPORTS TO ASSIST LOW-INCOME RESIDENTS. Cincinnatians continue to face extreme financial uncertainty. A staggering number of children and families are having to face legal issues, such as eviction, without the necessary funds for desperately needed legal services. (BALANCE OF MOTION ON FILES)

Sponsors: Landsman

Attachments: [Motion](#)

20. [202002057](#) ORDINANCE (EMERGENCY), dated 10/22/2020, submitted by Councilmember Sittenfeld, from Andrew W. Garth, Interim City Solicitor, AUTHORIZING the reallocation of \$11,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 which was formerly designated for increased Census outreach efforts to be redesignated for the purpose of providing partial funding to support a "Fare Free Day" for Cincinnati Metro on Election Day, November 3, 2020; and further AUTHORIZING the designation of \$1,500 from the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 for the purpose of providing partial funding to support a "Fare Free Day" for Cincinnati Metro on Election Day, November 3, 2020.

Sponsors: Sittenfeld

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

ADJOURNMENT

October 20, 2020

FOR YOUR INFORMATION

To: Mayor and Members of Council

From: Paula Boggs Muething, City Manager *PM*

Subject: Update on Coronavirus Relief Fund Allocation

The purpose of this memorandum is to provide the Mayor and the City Council with an update on funding received by the City from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (CRF), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Funding Update

The Fiscal Year (FY) 2021 Approved Budget Update includes the use of \$32.0 million in CRF funding plus an additional \$10.2 million from the Ohio Revised Code (ORC) Section 133.12 approved borrowing. In order to avoid incurring additional interest expense, the City Administration's goal for FY 2021 was to utilize CRF dollars in place of the borrowed funds, if such CRF funding became available. Fortunately, in a third round of CRF distributions from the State, the City received an additional \$10.9 million in CRF funds. This additional allotment will allow the City to avoid using borrowed funds for operations, which translates into estimated interest savings of approximately \$2.6 million in FY 2022 through FY 2030. Further, the FY 2020 Closeout memo included a pledge of \$2.5 million from the Economic Downturn Reserve account, but with this additional allotment of CRF funds this pledge is no longer required.

Uses of CRF Funding

Under applicable provisions of the CARES Act and in accordance with Treasury guidance, CRF funds must generally be utilized for necessary expenses incurred due to COVID-19 that were not accounted for in the City's FY 2020 Budget and that are incurred between March 1, 2020 and December 30, 2020. However, in acknowledgement of the emergency nature of the program and the particular importance of public health and public safety personnel in combating COVID-19, Treasury permits local governments to utilize CRF funds for payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19, even if included in the City's FY 2020 budget. The chart below summarizes the City's use of received CRF funds for such purposes and for certain unbudgeted unemployment expenses, all incurred during FY 2020.

City of Cincinnati
Summary of Reimbursement of CRF Eligible Expenditures
General Fund for FY 2021

Fire Personnel and Benefits to be billed to County	\$ 17,000,000	
Remaining Fire Personnel and Benefits	<u>\$ 15,158,836</u>	
Total Fire Personnel and Benefits		\$ 32,158,836
Police Salaries and Benefits	\$ 7,231,498	
Unemployment	\$ 1,608,220	
Health Department Salaries and Benefits	<u>\$ 1,221,446</u>	
Total FY 2020 Reimbursements for FY 2021 Budget		\$ 42,220,000

After the expenditures outlined above, there are \$8.9 million in CRF funds remaining for eligible expenditures. As identified in the chart below, the City Administration has identified uses for some of these remaining dollars to reimburse additional FY 2020 expenditures incurred that were not reimbursed during FY 2020, primarily to other restricted funds.

City of Cincinnati
Summary of Reimbursement of CARES Eligible Expenditures
Restricted Funds FY 2020 Expenditures

Laptop purchase for Work from Home Employees	78,115	
Fund 364 Unbudgeted FY 2020 Expenditures	208,842	
Fund 395 Unbudgeted FY 2020 Expenditures	1,311,786	
Fund 446 Unbudgeted FY 2020 Expenditures	<u>322,329</u>	
Total FY 2020 Reimbursements		\$ 1,921,072

Additionally, the City Administration has identified certain additional expenses that are necessary to respond to or mitigate COVID-19 and that have occurred or will occur before December 30, 2020, as described in the following chart:

City of Cincinnati
Summary of Reimbursement of CARES Eligible Expenditures
All Funds FY 2021 Estimated Expenditures

Health Department Contact Tracing/PPE	500,000	
CRC Wifi for Virtual Learning	250,000	
IT Additional expenditures for technology	120,000	
Virtual Learning Program Subsidy	300,000	
Fund 395 Unbudgeted FY 2021 Expenditures	<u>1,300,000</u>	
Total FY 2021 Uses		\$ 2,470,000

In addition to the eligible expenses identified above, the City Administration is proposing a \$4 million local economic stimulus plan to support some of our hardest hit small businesses: dining and drinking establishments. These establishments are an economic engine for our region, job creators for our citizens, and community anchors for our neighborhoods. Over the last decade, growth in the City's food and beverage industry has fueled tourism, bringing outside investment and spending into the City and our region. The multiplier effect of this spending resonates throughout our regional economy, supporting businesses and jobs well beyond the establishments themselves. Further, patronage of these establishments supports vibrant and safe neighborhoods by creating active public spaces that in turn drive development and further investment. COVID-19 has forced temporary closures and required that these establishments operate for shorter hours and at lower capacity. Winter weather will present an entirely new challenge for these small businesses, as outdoor dining becomes more difficult. Therefore, the City Administration has been working with a coalition of local restaurant owners, 3CDC, the Cincinnati USA Regional Chamber, and the Mayor's Office to develop an economic stimulus program to assist this industry. The program will provide for a quick deployment of CRF funds to help these small businesses that have faced some of the greatest economic challenges posed by COVID-19 and have received little direct government assistance to date. The details of this proposed program are included as Attachment A to this memorandum.

The remaining approximately \$589,000 in CRF funds must be expended for eligible CRF expenses prior to December 30, 2020. To date, the City Administration has received a proposal from Councilmember Kearney, proposing funding for the Cincinnati Arts Access Fund in the amount of \$200,000. An ordinance has been requested for this item and there is sufficient funding in place for the proposed use.

In addition to Councilmember Kearney's request, the City Administration has also received a request from Councilmember Landsman for several non-COVID related expenditures. These proposed expenditures are not eligible CRF expenditures; however, as identified above, the City Administration is proposing to fully fund the Recreation Wi-Fi program related to virtual learning centers and the Health PPE/Contact Tracers with CRF funds, instead of partially funding those programs out of the General Fund as previously contemplated as part of the FY 2020 carryover. This will result in \$434,250 available in the General Fund for one-time programs. Councilmember Landsman has proposed use of these one-time funds for a grant to the Dragonfly Foundation in the amount of \$250,000, for the purpose of providing support for families affected by pediatric cancer, and for a grant to Rosemary's Babies in the amount of \$184,250, for the purpose of providing housing and critical support to adolescent parents and families in need. An ordinance has been requested for these items and there is sufficient funding in place for the proposed uses.

After accounting for Councilmember Kearney's and Councilmember Landsman's proposals, there is a remaining balance of approximately \$389,000 in CRF funds for additional eligible COVID-related expenditures.

Conclusion

The CRF allocation received from the State and Hamilton County has allowed the City to avoid material layoffs and balance its FY 2021 Approved Budget Update through reimbursement of CRF eligible expenditures incurred in FY 2020. This has also allowed the City to recoup expenditures incurred by restricted funds to battle the COVID-19 pandemic. The remaining funds must be deployed for eligible expenses, in accordance with the CARES Act and applicable Treasury guidance, by December 30, 2020; therefore, it is of the utmost importance that the City Administration be able to move quickly to deploy these funds. The uses proposed in this memorandum will permit for a timely and impactful use of the funds, ensuring among other uses support for virtual learning, continued Health Department operational support, and an economic stimulus program to help critically important dining and drinking establishments survive the coming winter months. By approving this report, the City Administration will take the necessary next steps to implement this plan.

Attachment A



Taste of Cincinnati "All Winter Long"

The City of Cincinnati is generously funding a program that will stimulate and sustain the City's restaurant economy and retain service sector jobs throughout the 2020 winter season. Through a collaboration with the Cincinnati USA Regional Chamber (Chamber), a \$4 million grant will fund operational support for restaurants and bars and create a "Taste of Cincinnati" program to support employment by encouraging increased patronage through investments in marketing and promotional offers. Please note that due to COVID-19 all details of the program remain subject to change if necessary to ensure the safety and health of participants and the public.

Program Description:

Applicant Eligibility:

- Must have a brick-and-mortar location physically located within the City of Cincinnati
- Must be either:
 - A restaurant that typically serves dine-in breakfast, lunch, or dinner¹ OR
 - A bar establishment, licensed by the State of Ohio
- Must be open a minimum of 5 days and 25 hours per week to customers throughout the year (i.e. not a seasonal operator)
- Must not be a Chain Restaurant²
 - If an applicant is not a Chain Restaurant but has multiple locations under the same brand within the City, then the applicant may apply for up to five locations but will not receive funds for more than 3 locations within the City limits. Establishments that are part of a restaurant group with different brands may apply separately for each brand.
- Must not have an established vehicle drive-thru
- Must not have a financial or ownership connection to any employee of the City or the Chamber
- Must be able to attest to financial need for the grant due to increased expenses or decreased revenues due to COVID-19
- Must not have material liquor violations, code violations, or excessive calls for service within the past 12 months

Process for Selection:

Interested and eligible restaurants and bars will apply, at no cost, with the Chamber during a set period of time. Once the application period has closed, the Chamber will confirm eligibility of applicants and randomly select eligible applicants until the program is at capacity.

Interested participants can apply for one of three levels:

- Full-service restaurant that includes dinner service: Expected \$10,000 grants
- Limited-service restaurants that serve only breakfast or lunch: Expected \$5,000 grants
- Bars with limited or pre-packaged food service: Expected \$5,000 grants

The total number of grants will be determined by the number of applicants for each category. Grant amounts may be adjusted based on the number of applications received.

¹ An establishment is still eligible if it is temporarily not serving dine-in customers due to COVID-19 but would typically do so.

² A "Chain Restaurant" is a restaurant or bar that has six or more establishments located anywhere in the world and maintains features such as a standardized menu, branding, décor, etc.

Eligible Grant Uses and Conditions:

This program is intended as an economic support program to assist restaurant and bars in maintaining operations in the face of the challenges presented by COVID-19, including required reduced hours and capacity. Therefore, grant funds may be utilized for any operational expense that a recipient deems necessary for continuation of operations; however, it is recommended that the funds be utilized to finance expenses that will increase an establishment's ability to safely serve patrons throughout the COVID-19 pandemic—such as personal protective equipment for staff or installation of improvements or equipment that will increase the safety of patrons or staff. In no circumstances may the funds be utilized for the purchase of alcohol.

As a condition of accepting a grant under this program, each recipient will be required to (i) be open at least 5 days and 25 hours per week until April 1, 2021; (ii) agree to employ as many staff as financially feasible during this period; and (iii) participate in the Taste of Cincinnati® All Winter Long Promotional Program (as further described below).

Taste of Cincinnati® All Winter Long Promotional Program:

The Taste of Cincinnati® All Winter Long program is a marketing and promotional campaign that is focused on supporting service sector jobs and restaurant and bar operations by encouraging increased but safe patronage of establishments.

Each restaurant or bar will be required to offer a food or beverage discount to patrons, such as gift card discounts, buy-one-get-one offers, free items with the purchase of another item, or percentage discounts. Establishments are encouraged to be creative and select discounts that are sustainable throughout the program and drive traffic. Specials can be limited to certain days or certain times. Coupled with a robust marketing effort, the Taste of Cincinnati® website will feature all participating restaurants and details of the available specials. Patrons will print out offers or show them to servers on their phone.

The Chamber will be coordinating an appropriate and safe timing for this promotional event. Each recipient will be required to participate and hold open the promotional offer until the aggregate value of the discount or promotion offered to the public is equal to half of the received grant amount (ex. \$5,000 if a \$10,000 grant is received). Once a recipient has given away the minimum required value, then the recipient may opt-out of continuing as part of the promotion; however, all recipients are encouraged to continue their promotion for the entirety of the program.

202001880
Date: September 25, 2020

To: Councilmember Greg Landsman
From: Andrew W. Garth, Interim City Solicitor *AWG*
Subject: **Emergency Ordinance –FY 2020 Closeout CARES Act Funding Swaps Transfer and Appropriations**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$250,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

AWG/CMZ/(Ink)
Attachment
321063

EMERGENCY

City of Cincinnati

An Ordinance No. _____

CMZ

AWB

- 2020

AUTHORIZING the return of the sum of \$339,245 from the Cincinnati Health Department's Cincinnati Health District Fund non-personnel operating budget account no. 416x263x7200 to the unappropriated surplus of Cincinnati Health District Fund 416; **AUTHORIZING** the transfer of the sum of \$339,245 from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source; **AUTHORIZING** the return of the sum of \$95,000 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer of \$250,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; **AUTHORIZING** the appropriation of the sum of \$184,245 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for adolescent parent and family support.

WHEREAS, the FY 2020 Closeout Ordinance transferred \$339,245 to the Cincinnati Health Department for COVID-19 contract tracing and testing, which programs can now be funded with additional Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and such funds can therefore be returned to source; and

WHEREAS, the FY 2020 Closeout Ordinance transferred \$95,000 to the Cincinnati Recreation Department for technology upgrades needed to improve WiFi access at Recreation Centers to allow students to attend school virtually at those locations, which project costs can now be funded with additional Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and such funds may therefore be returned to source; and

WHEREAS, The Dragonfly Foundation provides support and comfort to families battling pediatric cancer as they spend many long hours and days at Children's Hospital, giving them a peaceful and restful space to spend any time away from the hospital during their child's cancer treatment; and

WHEREAS, The Dragonfly Foundation is working to expand and improve the services they provide to families affected by pediatric cancer, and a City investment in particular will help the organization secure much needed state capital dollars to provide the required level of additional funding; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Community and Economic Development in the amount of \$250,000 to provide leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer; and

WHEREAS, established in 2016, Rosemary's Babies Company has operated the Holloway House and Resource Center in Avondale as a safe space for adolescent parents and their families who are struggling with economic and familial issues; and

WHEREAS, Rosemary's Babies Company is working to expand their level of services in order to provide housing and critical support to adolescent parents and families in need, and further provide parenting classes, financial literacy classes, and many more services in the Holloway House to help young people raise their children in a safe space and provide housing for up to fourteen families led by teenage parents; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Community and Economic Development in the amount of \$184,245 to provide leveraged support funding to Rosemary's Babies Company for support of adolescent parents and families; now, therefore,

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

Section 1. That the sum of \$339,245 is hereby returned to the unappropriated surplus of Cincinnati Health District Fund 416 from the Cincinnati Health Department's Cincinnati Health District Fund 416 non-personnel operating budget account no. 416x263x7200.

Section 2. That the sum of \$339,245 is hereby transferred from the unappropriated surplus of Cincinnati Health District Fund 416 to the unappropriated surplus of General Fund 050 for the purpose of returning funds to source.

Section 3. That the sum of \$95,000 is hereby returned to the unappropriated surplus of General Fund 050 from the Department of Recreation's General Fund non-personnel operating budget account no. 050x199x7200 for the purpose of returning funds to source.

Section 4. That the sum of \$250,000 is hereby appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of

providing leveraged support funding to The Dragonfly Foundation to provide support for families affected by pediatric cancer.

Section 5. That the sum of \$184,245 is hereby appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development's General Fund non-personnel operating budget account no. 050x164x7200 for the purpose of providing leveraged support funding to Rosemary's Babies Company for support of adolescent parents and families.

Section 6. That the appropriations described in Sections 4 and 5 herein constitute a public purpose.

Section 7. That the appropriate City officers are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 5 herein.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and so that the necessary expenditures described herein may be made as soon as possible to address the needs of the described essential human services programs.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

October 26, 2020

To: Members of the Budget and Finance Committee

From: Paula Boggs Muething, City Manager **202002063**

Subject: **Emergency Ordinance – Use of Coronavirus Relief Fund (CRF)
Funds Per FYI Memo: Update on Coronavirus Relief Fund Allocation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of or resources for certain personnel expenditures as set forth in the attached Attachment A; **AUTHORIZING** the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of or resources for certain non-personnel expenditures as set forth in the attached Attachment A; **AUTHORIZING** the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19 and unemployment expenses associated with furloughs due to COVID-19; **AUTHORIZING** the City Manager to re-allocate certain herein appropriated funds in the event that such funds remain unencumbered by December 1, 2020 so that such funds may be utilized prior to the December 30, 2020 deadline; and further, **DECLARING** that such expenditures serve a public purpose.

The City has received funding from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (CRF), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The FY 2021 Approved Budget Update includes the use of \$32.0 million in CRF funding plus an additional \$10.2 million from the Ohio Revised Code (ORC) Section 133.12 approved borrowing as one-time sources to balance. In order to avoid incurring additional interest expense, the City Administration’s goal for FY 2021 was to utilize CRF dollars in place of the borrowed funds, if such CRF funding became available. With a third round of CRF distributions from the State, the City received an additional \$10.9 million in CRF funds which allows the City to avoid using borrowed funds for operations, which translates into estimated interest savings of approximately \$2.6 million in FY 2022 through FY 2030.

After satisfying the need of \$42.2 million as part of the FY 2021 Approved Budget Update, an additional amount of \$8,979,999 in CRF funds remain for eligible expenditures.

This Emergency Ordinance authorizes the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of Coronavirus Aid, Relief, and Economic Security Act (CARES) eligible personnel expenditures. Additionally, this Emergency Ordinance also authorizes the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of Coronavirus Aid, Relief, and Economic Security Act (CARES) eligible non-personnel expenditures.

Finally, this Emergency Ordinance authorizes the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager's Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19. This is the amount that was included in the FY 2021 Approved Budget Update.

The uses of these funds are outlined in the Attachment to the Emergency Ordinance.

The reason for the emergency is the immediate need to accomplish the authorized COVID-19 related reimbursements and expenditures before the December 30, 2020 deadline required by the CARES Act.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

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AUTHORIZING the appropriation of the sum of \$3,942,957 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing reimbursement of or resources for certain personnel expenditures as set forth in the attached Attachment A; AUTHORIZING the appropriation of the sum of \$5,037,042 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund non-personnel operating budget account no. 473x101x7200 for the purpose of providing reimbursement of or resources for certain non-personnel expenditures as set forth in the attached Attachment A; AUTHORIZING the appropriation of the sum of \$42,220,000 from the unappropriated surplus of COVID-19 Fund 473 to the City Manager’s Office COVID-19 Fund personnel operating budget account no. 473x101x7100 for the purpose of providing funds for the reimbursement of FY 2020 payroll and benefit expenses of public safety and public health personnel that are substantially dedicated to mitigating or responding to COVID-19 and unemployment expenses associated with furloughs due to COVID-19; AUTHORIZING the City Manager to re-allocate certain herein-appropriated funds in the event that such funds remain unencumbered by December 1, 2020 so that such funds may be utilized prior to the December 30, 2020 deadline; and DECLARING that such expenditures serve a public purpose.

WHEREAS, the City has received funding from the State of Ohio and Hamilton County under the Coronavirus Relief Fund (“CRF”), established by the United States Department of the Treasury pursuant to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the FY 2021 Approved Budget Update included the use of \$32 million in CRF funding plus an additional \$10.2 million from the Ohio Revised Code (ORC) Section 133.12-approved borrowing as one-time sources, which were necessary to balance the FY 2021 budget; and

WHEREAS, in order to avoid incurring additional interest expense, the City Administration’s goal for FY 2021 was to utilize CRF dollars in place of the borrowed funds, if such CRF funding became available; and

WHEREAS, in a third round of CRF distributions from the State, the City received an additional \$10.9 million in CRF funds that will allow the City to avoid using borrowed funds for operations, which translates into estimated interest savings of approximately \$2.6 million in FY 2022 through FY 2030; and

WHEREAS, under applicable provisions of the CARES Act and in accordance with United States Department of Treasury guidance, CRF funds must generally be utilized for necessary

ATTACHMENT A

City of Cincinnati
Coronavirus Relief Fund Expenditures

Section 1 - Personnel and Benefits Expenditures

9-1-1 Cell Phone Fees Fund 364 Unbudgeted FY 2020 Expenditures	208,842
Community Health Center Activities Fund 395 Unbudgeted FY 2020 Expenditures	1,311,786
Health Network Fund 446 Unbudgeted FY 2020 Expenditures	322,329
Health Department Contact Tracing FY 2021 Expenditures	500,000
Recreation Department Virtual Learning Program Subsidy FY 2021 Expenditures	300,000
Community Health Center Activities Fund 395 Unbudgeted FY 2021 Expenditures	1,300,000
Total	3,942,957

Section 2 - Non-personnel Expenditures

Enterprise Technology Solutions Purchased Laptops for Work from Home Employees	78,115
Recreation Department WI-FI Upgrades for Virtual Learning	250,000
Enterprise Technology Solutions Additional Information Technology Expenditures	120,000
Local Economic Stimulus Plan for Dining and Drinking Establishments	4,000,000
Cincinnati Arts Access Fund	200,000
Funding for Non-personnel Expenditures Determined by the City Manager to be necessary to respond to COVID-19	388,927
Total	5,037,042

Section 3 - Public Health, Public Safety, and Unemployment Expenditures

Fire Personnel and Benefits	\$ 32,158,836
Police Personnel and Benefits	\$ 7,231,498
Unemployment Premium Expenses	\$ 1,608,220
Health Department Personnel and Benefits	\$ 1,221,446
Total	\$ 42,220,000



Jan-Michele Lemon Kearney
Councilmember

MOTION

WE MOVE for the City Administration to provide a report to City Council regarding the feasibility of partnering with mynde.me - a nonprofit project recently launched in Cincinnati that seeks to provide a free mental health education portal to any city or community that wants it.

Example: <https://yourcity.mynde.me/>

WE FURTHER MOVE for this report to be delivered to City Council within 14 days, and for the Cincinnati Health Department to engage directly with Mr. Neal O'Farrell (neal@mynde.me), the founder of mynde.me, prior to delivering this report to City Council.

Councilmember Jan-Michele Lemon Kearney

STATEMENT

Mental health has always been an enormous community challenge, and it is only made worse by the COVID-19 pandemic. Education and support are vital, especially when there are growing budget challenges. Mynde.me, founded by Neal O'Farrell, came up with the idea of offering a dedicated and customized mental health education portal as a way of providing free resources and support to people struggling with mental health issues, as well as for family members and loved ones who support them. Recognizing that this project would provide significant value to public health at no cost to the City, we believe the City Administration should make every effort to make this happen.



202001902

Jan-Michele Lemon Kearney
Councilmember

MOTION

WE MOVE to allocate a total of \$70,000 in city funding to implement the Saving Our Brothers and Sisters (SOBS) Project -- a partnership and commitment between Truth & Destiny Covenant Ministries UCC (Pastor Lesley E. Jones), House of Hope Fellowship Church (Pastor Nick Burnett), R.E.A.L. Truth, Inc (Rufus Johnson), and B.E.A.F Project (Candance Tubbs) to address gun violence.

WE FURTHER MOVE for the City Administration to provide a report to City Council regarding the feasibility of the proposed plan, as well as recommendations rooted in community organizing best practices to achieve maximum community impact.

WE FURTHER MOVE for this report to be delivered to City Council within 14 days following the passage of this motion.

Councilmember Jan-Michele Lemon Kearney

Saving Our Brothers and Sisters (SOBS) Project

Partnership of
Truth & Destiny Covenant Ministries UCC – Pastor Lesley E. Jones
House of Hope Fellowship Church– Pastor Nick Burnett
R.E.A.L. Truth, Inc – Rufus Johnson
B.E.A.F Project – Candance Tubbs

Introduction/Executive Summary:

With more than 80 years combined life, work and ministry experience Pastors Lesley E. Jones and Nick Burnett, community advocates Rufus Johnson and Candace Tubbs have created a partnership and commitment to address gun violence and street culture.

The Saving Our Brothers and Sisters (SOBS) Project is a community-led strategy that takes a comprehensive, wholistic and inclusive approach to addressing long-standing community issues through the use of non-traditional and traditional methods, formal and informal structures, relevant current events, and life experiences.

We recognize that each part of the strategy could stand alone, however we have discovered that more cooperative efforts are needed to be effective and yield a long-term result in communities most impacted by gun violence and street culture. To that end, it is necessary to simultaneously implement each part of strategy over a concentrated period of time, ideally, 3- 5 years.

Based upon the uptick in shootings, preparedness of neighborhood residents, commitment from faith and community leaders, social and civic organizations, and current relationships. We suggest SOBS be immediately implemented in these neighborhoods: West End, OTR, Mt. Airy, and Westwood.

Qualifications:

- Experienced faith/community leaders, advocates and entrepreneurs
- Individuals with street credibility, capable of building meaningful, trusting relationships
- Experienced community organizers capable of building strong collaborations and networks
- 30 plus years experience in program/project development and management
- Former middle/high school teacher
- Trained in mediation and crisis intervention
- Certified CCW Instructor
- 5th Degree Black Belt

Executive Summary:

Project Coordinator: Lesley E. Jones

Trailblazer, Organizer, Advocate, and Justice Fighter are words frequently used to describe, Pastor Lesley E. Jones who has spent her life working to improve the quality of living for all people. A licensed United Church of Christ minister she serves as senior pastor of Truth & Destiny Covenant Ministries in Mt. Airy. Her vast work experience includes working with at-risk youth at Cincinnati Job Corps, Executive Director for the Cincinnati Human Relations Commission and Equality Cincinnati, Program Director at Melrose YMCA. She led the Greater City Study Circles to Improve Community-Police Relations that yielded more than 100-common

ground solutions from citizens and police; organized and staged, five “Outreach Festivals” designed to provide space for positive interaction between citizens and police and to bring needed resources and opportunities into neighborhoods experiencing high crime and gun violence.

A strong community advocate and faith leader, Pastor Jones has responded to more than 300 homicides over the past 5 years, ministered to families and victims both independently and as a member of the God Squad. She partnered with Ceasefire Cincinnati to hold one the largest gun backs to date, where more than 70 guns were removed from the streets in 2 hours.

Lead Facilitator/Mentor: Rev. Nick Burnett

Pastor, entrepreneur, mentor and advocate for youth, Nick Burnett is a visionary faith leader. A native Cincinnati, Pastor Nick is familiar with the City’s street culture as he leads House of Hope Fellowship, a growing church in the heart of Over-the-Rhine with robust outreach in the West End and Winton Terrace neighborhoods.

Safety Instructor: Rufus Johnson

A certified CCW Trainer and 5th degree Martial Arts trainer, Mr. Johnson brings a wealth of knowledge and first-hand experience that will serve to educate the youth of Cincinnati. He is the founder and CEO of **Reality, Education, Attitude & Lifestyle, (R.E.A.L. Truth Inc.)**.

Outreach: Candace Tubbs

A long-time, Cincinnati resident who has led initiatives serving returning citizens to youth crime prevention projects. Ms. Tubbs is business owner with deep knowledge of the City’s street culture and needs of those who desire to escape from it.

Rationale:

We will never police our way out of crime and violence. Thus far in 2020, Cincinnati has recorded 390 shootings, 68 fatal. In one weekend, the City experienced 24 shootings. A 4-year-old, 8-year-old and 10-year-old were shot in separate incidents by another child. These incidents are telling. Our City is in a state of peril and it will take more than a law-enforcement approach to address the issues and restore peace in our neighborhoods. Community-led strategies and programs are vitally important to reducing crime and violence.

While gun violence is rising and must be addressed it is really the manifested symptom of deeper rooted maladies created by poverty, lack of access to alternatives to street culture, and lack of properly funded community-led strategies, programs, and organizations.

The “war on drugs”, America’s 40 billion-dollar investment in prisons, increased funding of law enforcement, mandatory sentencing statues and court ordered diversion programs have not been effective in reducing gun violence or leveling street culture.

However, through our research and experience we have come to the conclusion that change comes and is sustained through the direct involvement with faith and community leaders and organizations, citizens,

community advocates, and others who serve as a system of support to individuals who are high risk to be involved in gun violence and street culture.

Goals & Objectives:

- ❖ Reduce shooting incidents and violence in Cincinnati neighborhoods
- ❖ Change the culture of violence and caliver attitude among youth ages 5-17 about gun usage, violence and street culture.
- ❖ Mentor/coach youth ages 5-17
- ❖ Identify, mentor/coach individuals who are high-risk for involvement with gun violence and/or street culture
- ❖ Mobilize and train faith/community leaders and citizens, in order, to change social norms surrounding the use of violence and response to shooting incidents.
- ❖ Coordinate and implement an inclusive, wholistic community-led strategy to reduce gun violence in partnership with faith-based institutions, social service agencies, formal and informal community leaders, criminal justice and law enforcement.

Methodology:

- Youth and adult(parent/guardian) gun safety classes
- Mentoring /Coaching events for youth to expose them to professionals, business owners, leadership development activities,
- Mentor/Coaching events with “high risk” individuals designed to address behavior, personal accountability, decision-making, life skills, and facilitate life change.
- Training and connecting “high-risk” individuals to needed resources and support networks by eliminating obstacles to disconnecting from “risky” behaviors and potential conflicts
- Facilitated training sessions for faith and community leaders and residents
- Public and group (town-hall style) presentations on violence and trauma.
- Gun Safety/Violence Prevention Awareness campaign using social media, local radio and print media

Outcomes/Performance:

- 150 youth trained in gun safety
- 240 youth mentored/coached
- 30 faith/community leaders and citizens trained in gun safety, violence and trauma
- 30 high risk individuals attend mentor/coach events
- 80% completion rate of all participants
- 75% of high risk participants employed or in school over the project duration
- 100% not involved in gun violence or street culture
- 27,159 households impacted with awareness campaign
- 5,000 impacted through public events and community engagement

Budget:

Youth Gun Safety Training	\$30,000.00
Youth Mentor/Coach Events	\$16,000.00
Mentor/Coaching Events with High Risk Individuals	\$ 9,000.00
Community Engagement & Training Events	\$10,000.00
Awareness Campaign	<u>\$ 5,000.00</u>
Total	\$70,000.00

Itemized Budget:

Youth Gun Safety Training Administrative Fee \$1,750.00 Instructor \$7,500.00 Assistant Instructor \$5,000.00 Student Manuals \$3,000.00 Certificates & Jackets \$5,250.00 CPR & First Aid \$4,500.00 Graduation Events <u>\$3,000.00</u> Total \$30,000.00	5- 6 week sessions
Youth Mentor/Coach Events Administrative Fee \$1,600.00 Facilitator \$4,000.00 Speaker Honorariums \$3,200.00 Shirts \$2,500.00 Participant Stipends <u>\$4,700.00</u> Total \$16,000.00	8 – 3 hour events
Mentor Coaching Events with High Risk Administrative Fee \$1,500.00 Facilitator \$2,500.00 Speaker Honorariums \$1,500.00 Participant Stipends <u>\$3,500.00</u> Total \$9,000.00	3 -3 hour events
Community Engagement Project Coordinator \$3,500.00 Outreach Coordinator \$2,500.00 Training Materials \$2,800.00 Shirts <u>\$1,200.00</u> Total \$10,000.00	5- 2- hour events
Awareness Campaign Graphic Design \$1,000.00 Printing \$1,000.00 Social Media Ads \$500.00 Print Ads \$1000.00 Radio/Podcasts <u>\$1,500.00</u> Total \$5,000.00	PSA campaign designed to raise awareness about gun safety.

Contact: Lesley E. Jones

Email:lesleyejones23@gmail.com

Phone:513-628-7515

October 14, 2020

To: Mayor and Members of City Council **202001878**

From: Paula Boggs Muething, Interim City Manager

**Subject: Emergency Ordinance – Cell Tower Lease Revenues
Transferred to HELP Program**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the deposit into Fund No. 312, “Private Lead Service Line Replacement,” of one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site; and **AUTHORIZING** the transfer from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020, for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW’s Help Eliminate Lead Pipes (“HELP”) Program.

This Emergency Ordinance authorizes the deposit into Fund No. 312, “Private Lead Service Line Replacement,” one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site. This Ordinance also authorizes the transfer from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020. The transfer is for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW’s HELP Eliminate Lead Pipes (“HELP”) Program.

This Emergency Ordinance is in accordance with the “Live” goal to “Provide a full spectrum of housing options and improve housing quality and affordability” and strategy to “Provide healthy housing for all income levels,” as described on pages 165-168 of Plan Cincinnati (2012), and with the “Sustain” goal to “Become a healthier

Cincinnati” and the strategy to “Create a healthy environment and reduce energy consumption,” as described on pages 182-186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to make the transferred amounts available to provide financial assistance to low-income residential property owners for private lead service line replacement in connection with water main replacement projects already in progress in order to protect the residents of the property from the risk of lead exposure and prevent delays to public service projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



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AUTHORIZING the deposit into Fund No. 312, “Private Lead Service Line Replacement,” of one-third of all future payments on the lease between the City of Cincinnati and T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of cellular communications equipment on the City telecommunications tower located at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site; and **AUTHORIZING** the transfer from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140 of the year-to-date amounts of the GCWW share of payments already made for FY 2021 on the Wardall Lease, totaling approximately \$3,325.55 through October 2020, for the purpose of assisting qualified, low-income residential property owners with the cost of private lead service line replacement through GCWW’s Help Eliminate Lead Pipes (“HELP”) Program.

WHEREAS, as part of the Greater Cincinnati Water Works (“GCWW”) program to replace private lead service lines in the retail service area within 15 years, GCWW is assisting qualified, low-income customers with the cost of private lead service line replacements through the Help Eliminate Lead Pipes (“HELP”) Program; and

WHEREAS, City Council previously passed Ordinance No. 0001-2018, which authorized the deposit into Fund No. 312, “Private Lead Service Line Replacement,” account 2140 of all future payments on three leases for location of cellular communications facilities on GCWW water tower sites to be used by the HELP program; and

WHEREAS, in addition to the payments from these three leases, the City Administration desires to direct to Fund No. 312, “Private Lead Service Line Replacement,” account 2140 for use by the HELP program, one-third (being GCWW’s share) of the FY 2021 year-to-date and future payments on the City’s lease with tenant T-Mobile Central LLC dated July 3, 2007 (75x1030) for tenant’s cellular communications equipment to be located on the telecommunications tower managed by the City’s Enterprise Technology Solutions (“ETS”) Department at the GCWW Wardall water tower site (“Wardall Lease”). The remaining two-thirds of the rent payments will continue to be directed to the General Fund; and

WHEREAS, this Ordinance is in accordance with the “Live” initiative area goal to “Provide a full spectrum of housing options and improve housing quality and affordability” and the strategy to “Provide healthy housing for all income levels,” as described on pages 165-168 of Plan Cincinnati (2012), and with the “Sustain” initiative area goal to “Become a healthier Cincinnati” and the strategy to “Create a healthy environment and reduce energy consumption,” as described on pages 182-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to deposit into Fund No. 312, “Private Lead Service Line Replacement,” account 2140 one-third of all future payments on the City’s lease with tenant T-Mobile Central LLC dated July 3, 2007 (75x1030) (“Wardall Lease”) for location of tenant’s cellular communications equipment on the City telecommunications tower at the Greater Cincinnati Water Works (“GCWW”) Wardall water tower site.

Section 2. That the Director of Finance is hereby authorized to transfer the year-to-date amounts of the payments from the Wardall Lease already made to GCWW for FY 2021, totaling approximately \$3,325.55 through October 2020, from the unappropriated surplus of Fund No. 101, “Water Works,” into Fund No. 312 account 2140.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make the transferred amounts available to provide financial assistance to low-income residential property owners for private lead service line replacement in connection with water main replacement projects already in progress in order to protect the residents of the property from the risk of lead exposure and prevent delays to public service projects.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

October 14, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, Interim City Manager

Subject: **Emergency Ordinance – Transfer of Private Lot Abatement Program (PLAP) from DPS to B&I**

Attached is an Emergency Ordinance captioned:

MODIFYING the Administrative Code of the City of Cincinnati by amending Article XXI, Section 2, “Duties of the Director of Buildings and Inspections,” to add the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the Private Lot Abatement Program (“PLAP”) to the duties of the Director of the Department of Building and Inspections; and **AMENDING** Article VI, Section 2, “Duties of Director of the Department of Public Services,” to remove the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the PLAP; and further **AUTHORIZING** the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 within Stormwater Management Fund 107 from and to various operating accounts of Stormwater Management Fund 107 for the purpose of transferring the Private Lot Abatement Program from the Department of Public Services to the Department of Buildings and Inspections, in accordance with the attached Schedule of Transfer.

This Emergency Ordinance would modify the Cincinnati Municipal Code (CMC) to amend the duties of the Director of Buildings and Inspections and the duties of the Director of the Department of Public Services to reflect the transfer of PLAP from DPS to B&I. This will enhance the efficiency of the program as B&I is regularly inspecting property and can better coordinate the abatement of private lots through the enforcement of the City’s weed, high grass, and litter regulations from within the same department.

This Emergency Ordinance includes the transfer of remaining FY 2021 PLAP funding as well as 10.0 FTEs to B&I to continue program operations. Additionally, a transfer from the unappropriated surplus of Stormwater Management Fund 107 is included to cover additional expected fleet expenses. All transfers are within Stormwater Management Fund 107.

The reason for the emergency is the immediate need to reflect the new duties and transfer the resources needed for the Private Lot Abatement Program to B&I so that work can continue uninterrupted.

The Administration recommends passage of this Emergency Ordinance.

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

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MODIFYING the Administrative Code of the City of Cincinnati by amending Article XXI, Section 2, “Duties of the Director of Buildings and Inspections,” to add the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the Private Lot Abatement Program (“PLAP”) to the duties of the Director of the Department of Building and Inspections; and **AMENDING** Article VI, Section 2, “Duties of Director of the Department of Public Services,” to remove the responsibilities associated with administration and enforcement of the City's weed, high grass, and litter regulations and the PLAP; and further **AUTHORIZING** the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 within Stormwater Management Fund 107 from and to various operating accounts of Stormwater Management Fund 107 for the purpose of transferring the Private Lot Abatement Program from the Department of Public Services to the Department of Buildings and Inspections, in accordance with the attached Schedule of Transfer.

WHEREAS, the Private Lot Abatement Program is being transferred from the Department of Public Services (DPS) to the Department of Buildings and Inspections (B&I); and

WHEREAS, the Administrative Code needs to be amended to reflect the transfer of duties associated with the Private Lot Abatement Program from the Director of DPS to the Director of B&I; and

WHEREAS, funds need to be transferred to provide for the reassignment of these duties from DPS to B&I; now, therefore,

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

Section 1. That Article XXI, Section 2 of the Administrative Code, “Duties of the Director of Buildings and Inspection,” is hereby amended as follows:

Sec. 2. – Duties of the Director of Buildings and Inspection.

The director of the department of buildings and inspections shall be certified by the board of building standards for the state of Ohio as a building official for residential and non-residential purposes, or shall be certified to serve as an interim building official. The director shall also be a registered professional engineer or registered architect in the state of Ohio, or be eligible for registration. The director of the department of buildings and

inspections shall be the chief building official for the city for the purposes of administering and adjudicating orders under the Cincinnati building code, under revised code chapter 3781, revised code chapter 3791, and the rules made under them, including the Ohio building code and the residential code of Ohio, and under all other related building and housing codes.

Permits and Inspections.

The director of buildings and inspections shall oversee the administration and enforcement of all building, housing, and related codes and ordinances under the jurisdiction of the permits and inspections deputy as they relate to the construction and erection of new structures, the renovation of existing structures, the construction and erection of alterations and additions to existing structures, and other alterations and improvements to real property; shall oversee the building permitting and building inspections functions of the city; shall oversee the administration and enforcement of all zoning regulations under the jurisdiction of the zoning administrator; shall oversee the protection and preservation of the city's historic assets and historic districts, and the administration and enforcement of the city's historic preservation regulations; shall serve as the floodplain administrator and oversee the administration and enforcement of floodplain laws and regulations; and shall perform other duties assigned by the city manager or by ordinance of the council.

Property Maintenance Code Enforcement.

The director of buildings and inspections shall oversee the administration and enforcement of the property maintenance-related provisions of the housing, building, zoning, and related codes and ordinances under the jurisdiction of the property maintenance deputy as they relate to the maintenance of existing structures and existing uses of land; administration and enforcement of the city's weed, high grass, and litter regulations contained in Municipal Code Chapters 714, "Littering," and 731, "High Grass"; and shall perform other duties assigned by the city manager or by ordinance of the council.

The director of building and inspections and those designated inspectors and employees, when enforcing the provisions of ordinances or laws within the scope of their duties related to enforcement of the city's weed, high grass, and litter regulations, shall be vested with the powers of police officers of the city.

Section 2. That existing Section 2 of Article XXI of the Administrative Code, "Duties of the Director of Buildings and Inspection," is hereby repealed.

Section 3. That Article VI, Section 2 of the Administrative Code, "Duties of Director of Public Services," is hereby amended as follows:

Sec. 2. – Duties of Director of Public Services.

The director of public services shall have the duty and responsibility for the following areas of jurisdiction: repair, maintenance, and cleaning of all streets, boulevards, alleys, viaducts, sidewalks, curbing, street crossings, grade separations, and other public ways and highways belonging to the city; second-level walkway capital improvements; installation, operation, and maintenance of regulatory signs, pavement markings, and hazard markings; collection and disposal of city wastes; ~~administration and enforcement of the city's weed, high grass, and litter regulations contained in Municipal Code Chapters 714, "Littering" and 731, "High Grass"~~; maintenance of a complete set of records and maps showing all pertinent information as to the public services and properties set forth herein in the charge of the department; and shall perform other duties as may be imposed by the city manager or by ordinance of the council.

~~The director of public services and those designated inspectors and employees, when enforcing the provisions of ordinances or laws within the scope of their duties related to enforcement of the city's weed, high grass, and litter regulations, shall be vested with the powers of police officers of the city.~~

Any provisions of the Cincinnati Municipal Code that refer to the department of public works or the director of public works shall be read to mean the department of public services or the director of the department of public services, so far as they are consistent with the duties set forth in this article and in accordance with the direction of the city manager.

Section 4. That existing Section 2 of Article VI of the Administrative Code, "Duties of Director of Public Services," is hereby repealed.

Section 5. That the transfer of the sum of \$40,000 from the unappropriated surplus of Stormwater Management Fund 107 and the transfer of \$787,520 existing within Stormwater Management Fund 107 from and to various operating accounts according to the Schedule of Transfer, attached hereto and by this reference made a part hereof, is hereby authorized for the purpose of transferring the Private Lot Abatement Program ("PLAP") from the Department of Public Services ("DPS") to the Department of Buildings and Inspections ("B&I") effective November 1, 2020.

Section 6. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 5 hereof and the Schedule of Transfer attached hereto.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to reflect the new duties and transfer the resources needed for the Private Lot Abatement Program to B&I so that work can continue uninterrupted.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

FY 2021 PLAP TRANSFER ORDINANCE SCHEDULE OF TRANSFER

Fund 107 Stormwater Management

<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF BUILDINGS AND INSPECTIONS				
Private Lot Abatement Program	107	253	7100	413,300	Private Lot Abatement	107	212	7100	413,300
Private Lot Abatement Program	107	253	7200	167,300	Private Lot Abatement	107	212	7200	167,300
Private Lot Abatement Program	107	253	7300	10,600	Private Lot Abatement	107	212	7300	50,600
Private Lot Abatement Program	107	253	7400	10,900	Private Lot Abatement	107	212	7400	10,900
Private Lot Abatement Program	107	253	7500	185,420	Private Lot Abatement	107	212	7500	185,420
SUPPLEMENTAL APPROPRIATIONS									
Unappropriated Surplus	107			40,000					
TOTAL FUND REDUCTIONS				827,520	TOTAL FUND INCREASES				827,520

City of Cincinnati



Interdepartmental
Correspondence Sheet

October 14, 2020

To: Mayor and Members of Council **202001884**

From: Paula Boggs Muething, Interim City Manager

Subject: **Ordinance – Execute Property Transfer Agreement with BJ Homes Limited Partnership over the Property at 3110 Illinois Avenue.**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati.

This ordinance would authorize the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati. BJ Homes Limited Partnership owns the property located at 3110 Illinois Avenue in Cincinnati. This property adjacent from current Cincinnati Recreation Commission (“CRC”) property Bold Face Park. This property transfer agreement will settle Hamilton County Court of Common Pleas Case No. A1902806, City of Cincinnati v. Robert Dressman, et al. This settlement is apart of the City of Cincinnati large-scale nuisance abatement project on Illinois Avenue. This property has a history of illegal dumping that has contributed to an active landslide that impacts Boldface Park. CRC will take control of the property and will ensure upkeep. Currently there are no specific plans for the property however CRC will pursue any future opportunities for use.

cc: Daniel E. Betts, Director of Cincinnati Recreation Commission

EMERGENCY
City of Cincinnati

CHM

AWB

An Ordinance No. _____

- 2020

AUTHORIZING the City Manager to execute a *Property Transfer Agreement* with BJ Homes Limited Partnership under which the City will acquire fee interest in and to certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati.

WHEREAS, BJ Homes Limited Partnership is the owner of certain real property located adjacent to Boldface Park at 3110 Illinois Avenue in the Sedamsville neighborhood of Cincinnati, as more particularly described in the *Property Transfer Agreement* attached to this ordinance as Attachment A (the "Property"); and

WHEREAS, pursuant to a *Settlement Agreement*, the City Solicitor and BJ Homes Limited Partnership have agreed to settle or compromise all claims in an action to which the City is a party, namely Hamilton County Court of Common Pleas Case No. A1902806, *City of Cincinnati v. Robert Dressman, et al.*, pursuant to which BJ Homes Limited Partnership will convey to the City all its right, title, and interest in the Property by general warranty deed; and

WHEREAS, James A. R. Flax, a reputable attorney-at-law practicing in Hamilton County, Ohio, has determined that BJ Homes Limited Partnership holds title to the Property in fee simple, free and clear of all encumbrances of every kind except for taxes for the second half of the year 2019 and taxes not yet assessed for 2020 to date; and

WHEREAS, the City Manager, upon consultation with the Director of Recreation, recommends the Council to accept the conveyance, finding that it is a proper municipal purpose to acquire the Property to provide land for recreation purposes as an addition to Boldface Park; and

WHEREAS, at its meeting on August 18, 2020, the Cincinnati Recreation Commission approved the acceptance of the conveyance as an addition to Boldface Park; and

WHEREAS, upon transfer of the property to the City, the City's Department of Buildings & Inspections will take prompt action to demolish the existing structure and remove hazardous nuisance conditions at the site so that the property will be appropriate for recreational uses as an expansion to Boldface Park; and

WHEREAS, at its meeting on September 18, 2020, the City Planning Commission approved the expansion of Boldface Park; 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 *Property Transfer Agreement* with BJ Homes Limited Partnership, in substantially the form attached to this ordinance as Attachment A, pursuant to which BJ Homes Limited Partnership will convey to the City by general warranty deed all its right, title, and interest to certain real property more particularly described as follows (“Property”):

Situated in the City of Cincinnati, County of Hamilton and State of Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township, and more particularly described as follows:

Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue; thence North, along the West line of said playground, North 59°35’ West, 200 feet to a point in the West line of said playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book No. 1116, Page 514, Hamilton County Records, thence Southwardly along the East line of said Pool property, 215 feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also 143 feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

Commonly known as 3110 Illinois Avenue, Cincinnati, Ohio 45204. Hamilton County Auditor Parcel ID: 153-0005-058-00.

Section 2. That the Council hereby authorizes the proper City officials to take all necessary and proper actions to carry out the terms of this ordinance, including the execution of all necessary real estate documents, to accept and confirm the conveyance instrument to the City, and to note such acceptance on the conveyance instrument.

Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance to be filed with the Hamilton County, Ohio Auditor's office, and recorded in the Hamilton County, Ohio Recorder's office.

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 for the City to execute the *Property Transfer Agreement* and accept the instrument conveying the Property to the City so that the City may promptly abate hazardous nuisance conditions at the Property and move forward with the planned expansion of Boldface Park.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

CONTRACT FOR TRANSFER AND ACCEPTANCE
OF PROPERTY

PROJECT: 3110 Illinois Avenue –City v. Dressman Settlement

OWNER: BJ Homes Limited Partnership, 1727 E. Galbraith Road, Cincinnati, OH 45215

PROPERTY: 3110 Illinois Avenue, Cincinnati, OH 45204
(Auditor's Parcel No. 153-0005-0058)

THIS PROPERTY TRANSFER AGREEMENT (this "**Agreement**") is made and effective as of the Effective Date (as defined by the signature page herein) by and between **BJ HOMES LIMITED PARTNERSHIP**, an Ohio limited partnership, with a mailing address of 1894 East Galbraith Road, Cincinnati, Ohio 45215 ("**Owner**"), and the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202, as conveyee (the "**City**").

A. On June 6, 2019, the City filed a complaint against Owner in the Court of Common Pleas, Hamilton County, Ohio, in an action captioned *City of Cincinnati v. Robert Dressman, et al.*, Case No. A 1902806 (the "**Action**").

B. Pursuant to that certain *Settlement Agreement* dated September 25, 2020 the City and Owner have agreed to settle, compromise, and resolve certain rights, claims, and demands asserted in the Action (the "**Settlement Agreement**"). A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A (*Settlement Agreement*).

C. As a material inducement to the City to enter the Settlement Agreement, Owner agreed to convey to the City, free and clear of any and all liens or encumbrances, all its right, title, and interest in and to certain real property commonly known as 3110 Illinois Avenue, Cincinnati, Ohio 45204; Auditor's Parcel No.: 153-0005-0058-00, as more particularly described on Exhibit B (*Legal Description*) hereto and more particularly depicted on Exhibit C (*Site Map*) hereto (the "**Property**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Settlement Agreement, as well as the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. **Agreement to Convey Owner's Property.** Owner hereby agrees to convey to the City, and the City hereby agrees to accept, all of Owner's right, title and interest in and to the Property, as described on Exhibit B hereto. Between the date of Owner's execution of this Agreement and the Closing (as defined below), Owner shall not make or permit any physical changes to the Property without the City's prior written consent. Owner shall deliver exclusive possession of the Property to the City at Closing. Owner represents and warrants that there are no tenants or other third parties that have possessory interests in the Property.

2. **Purchase Price.** Pursuant to the terms of the Settlement Agreement, Owner shall convey the Property at Closing at no cost to the City.

3. **City's Right to Enter.** Between the date of Owner's execution of this Agreement and the Closing, the City's agents, employees and contractors shall have the right to enter upon the Property, upon 24 hours prior verbal notice to Owner, for purposes of inspection and any and all other reasonable purposes.

4. **Title.** Owner represents and warrants to the City that: (a) it is the sole owner of the fee simple interest in the Property; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Property; and (c) the Property is free and clear of all liens and encumbrances whatsoever, except for easements, restrictions, conditions and covenants of record, if any, and the lien for real estate taxes and assessments not yet due and payable. Owner shall procure and deliver to City any releases, assignments or cancellations of any and all other rights, titles and interests in the Property, whether attaching to the Property prior to or during Owner's ownership of the Property. Such interests may include, but are not limited to, those belonging to tenants, mortgagees or others now in possession or otherwise occupying the Property, and all tax and assessment claims against the Property. Any mortgage or other monetary liens on the Property shall be discharged and paid by Owner at or before Closing. If the City or Owner becomes aware of any title problems affecting the Property, then Owner, at Owner's expense, shall promptly take such action as is necessary to clear the title. Between the date of Owner's execution of this Agreement and the Closing, Owner shall not take any action that affects the title to the Property, including, but not limited to conveying any interest in the Property to any third party or granting any easements or the like, without the City's prior written consent. Notwithstanding anything in this Agreement to the contrary, the City's obligation to close on the acquisition of the Property is conditioned upon the City's satisfaction with Owner's title to the Property. If such condition is not satisfied, the City may terminate this Agreement by giving written notice thereof to Owner at any time prior to the scheduled Closing date, whereupon neither party shall thereafter have any rights or obligations hereunder.

5. **Closing.** At Closing, Owner shall convey title to the Property to the City by General Warranty Deed in substantially the form of Exhibit D (General Warranty Deed) hereto (the "**Deed**"). Owner's title shall be free, clear and unencumbered, subject only to such matters of record as are acceptable to the City. Owner's conveyance of title to the Property (the "**Closing**") shall take place within **30 days** after the adoption of an ordinance by the Council of the City of Cincinnati accepting the conveyance of the Property to the City or on such other date as the parties may mutually agree upon. At Closing, Owner shall execute a customary seller's title affidavit in a form prepared by the City, and the parties shall execute a settlement statement and any and all other customary closing documents.

6. **Closing Costs.** At Closing, Owner shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Owner shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into the Settlement Agreement, the City shall not be required to pay any closing costs associated with the Closing.* Real estate taxes and assessments shall be prorated as of the date of Closing in accordance with local custom. If, upon receipt of the actual tax bills for the Property, it is determined that Owner's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Owner's actual prorated share, Owner shall pay the additional amount to the City within 30 days after receipt of the tax bill. Owner represents that Owner has not dealt with any real estate agent in connection with the sale of the Property who might claim entitlement to a real estate commission as a result of the sale of the Property to the City.

7. **Owner's Title Insurance.** At Closing, Owner, at no cost to the City, shall provide the City with an Owner's Title Insurance Policy for the Property, (i) issued by a reputable title insurance company acceptable to the City, (ii) identifying the City as the insured, (iii) evidencing insurance in the amount of the fair market value of the Property, (iv) showing title to be free and clear of all mortgages, easements, and other encumbrances (except for encumbrances as may be approved in writing by the City); (v) insuring the so-called "gap" period, and (vi) evidencing deletion of the Schedule B-II standard exceptions (including standard exceptions pertaining to parties in possession, survey matters, and mechanics liens). Owner shall provide the City with a Commitment for Title Insurance no less than 14 days prior to the Closing, for review.

8. **Environmental Representations.** Owner represents and warrants to the City that Owner is not aware of the existence of any environmental contamination, environmental hazards, underground storage tanks, or other adverse environmental conditions previously or currently affecting the Property.

9. **Damage to Property.** In the event of damage to the Property resulting from any cause prior to Closing, the City shall have the right to terminate this Agreement. If the City does not exercise such right, at Closing the City shall accept the Property in its then current condition.

10. **Survival.** Any and all obligations of the parties under this Agreement that have not been fully performed as of the date of Closing shall survive the Closing (and shall not be deemed to have merged into Owner's deed) until fully performed.

11. **Appropriation for Public Use.** Following Owner's execution of this Agreement, Owner agrees that it will not contest any action which the City has or may institute to appropriate the Property to public use, and in such proceedings Owner agrees to appear and consent that the jury in its verdict and the Court in its judgment entry may make the amount of the Purchase Price the amount of the compensation awarded for the appropriation of the Property to public use. Owner also consents to the filing and use of this Agreement in such proceedings as evidence of the agreed value of the Property.

12. **Notice.** Any notice or other communication required or desired to be given to either party under this Agreement shall be in writing and (i) delivered personally, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by UPS, Federal Express or other recognized courier service, to the parties at their respective addresses set forth above or such other addresses as either party may specify from time to time. Notices shall be deemed given upon receipt. If Owner sends a notice to the City alleging that the City is in breach of this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. **Representations, Warranties, and Covenants of Owner.** Owner makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Owner is a limited partnership duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

(iii) The execution, delivery and performance by Owner of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Owner, or any mortgage, indenture, contract, agreement or other undertaking to which Owner is a party or which purports to be binding upon Owner or upon any of its assets, nor is Owner 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 Owner, threatened against or affecting Owner or any of its members, at law or in equity or before or by any governmental authority. **[Except Hamilton County Court of Common Pleas Case No. A1902806]**

(v) Owner 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 Owner or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) Owner does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

14. General Provisions.

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

(B) 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 Owner agrees that venue in such court is proper. Owner hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

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

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

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

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

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

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

(I) No Brokers. The City and Owner 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.

(J) 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.

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

- Exhibit A – *Settlement Agreement*
- Exhibit B – *Legal Description*
- Exhibit C – *Site Map*
- Exhibit D – *General Warranty Deed*

[Signature Page Follows]

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

BJ HOMES LIMITED PARTNERSHIP,
an Ohio limited partnership

By: _____

Title: _____

Date: _____, 2020

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, Interim City Manager

Date: _____, 2020

Recommended by:

Daniel E. Betts, Director,
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Transfer Agreement
Settlement Agreement

[TO BE ATTACHED]

EXHIBIT B
to Property Transfer Agreement
Legal Description

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

159-5-58
Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

EXHIBIT C
to Property Transfer Agreement
Site Map

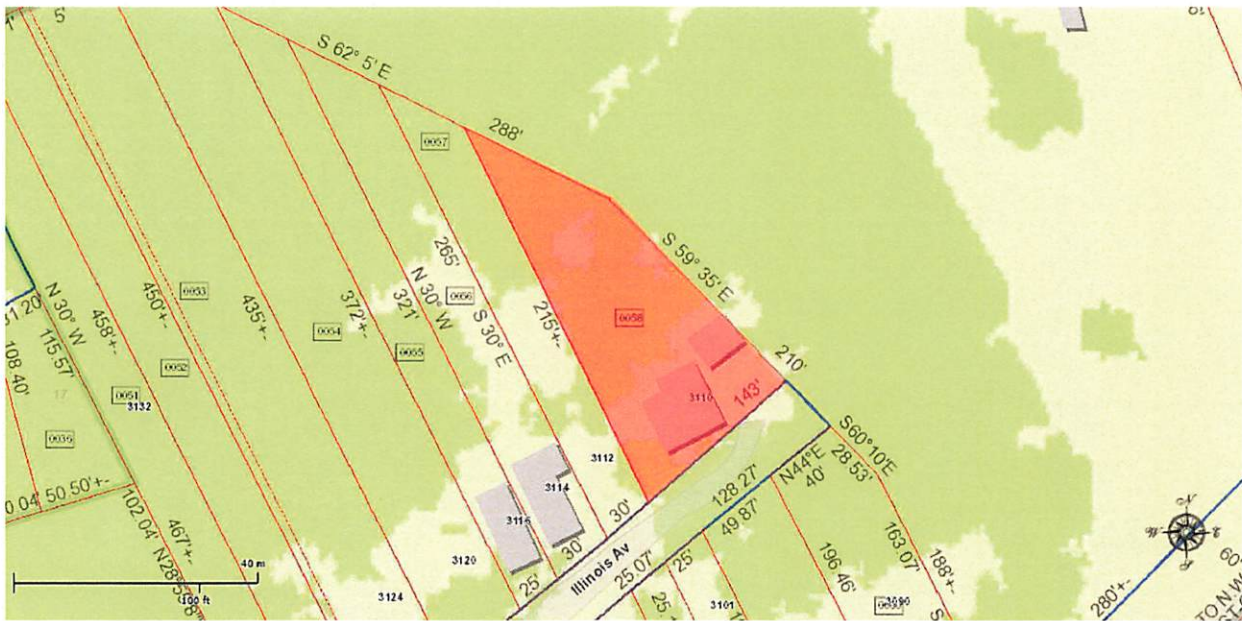


EXHIBIT D
to Property Transfer Agreement

General Warranty Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

GENERAL WARRANTY DEED

BJ HOMES LIMITED PARTNERSHIP, an Ohio limited partnership (“Grantor”), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the “City”), the real property described on Exhibit A (Legal Description) hereto (the “Property”):

Street Address: 3101 Illinois Avenue, Cincinnati, OH 45204

Auditor's Parcel No: 153-5-58

Prior instrument reference: Official Record 14151, Page 1786, Hamilton County, Ohio Records.

Executed on _____, 2020.

BJ HOMES LIMITED PARTNERSHIP,
an Ohio limited partnership

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, the _____ of BJ Homes Limited Partnership, an Ohio limited partnership, on behalf of the limited partnership. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Accepted by:

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, Interim City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Cincinnati City Council authorized the acceptance of this conveyance by Ordinance ____-2020, passed on _____, 2020.

Acceptance Noted by:

Clerk of Council

Approved as to Form:

Assistant City Solicitor

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

EXHIBIT A
to General Warranty Deed

LEGAL DESCRIPTION

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

1/53-5-58

CONTRACT FOR TRANSFER AND ACCEPTANCE
OF PROPERTY

PROJECT: 3110 Illinois Avenue –City v. Dressman Settlement

OWNER: BJ Homes Limited Partnership, 1727 E. Galbraith Road, Cincinnati, OH 45215

PROPERTY: 3110 Illinois Avenue, Cincinnati, OH 45204
(Auditor’s Parcel No. 153-0005-0058)

THIS PROPERTY TRANSFER AGREEMENT (this “**Agreement**”) is made and effective as of the Effective Date (as defined by the signature page herein) by and between **BJ HOMES LIMITED PARTNERSHIP**, an Ohio limited partnership, with a mailing address of 1894 East Galbraith Road, Cincinnati, Ohio 45215 (“**Owner**”), and the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202, as conveyee (the “**City**”).

A. On June 6, 2019, the City filed a complaint against Owner in the Court of Common Pleas, Hamilton County, Ohio, in an action captioned *City of Cincinnati v. Robert Dressman, et al.*, Case No. A 1902806 (the “**Action**”).

B. Pursuant to that certain *Settlement Agreement* dated September 25, 2020 the City and Owner have agreed to settle, compromise, and resolve certain rights, claims, and demands asserted in the Action (the “**Settlement Agreement**”). A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A (*Settlement Agreement*).

C. As a material inducement to the City to enter the Settlement Agreement, Owner agreed to convey to the City, free and clear of any and all liens or encumbrances, all its right, title, and interest in and to certain real property commonly known as 3110 Illinois Avenue, Cincinnati, Ohio 45204; Auditor’s Parcel No.: 153-0005-0058-00, as more particularly described on Exhibit B (*Legal Description*) hereto and more particularly depicted on Exhibit C (*Site Map*) hereto (the “**Property**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Settlement Agreement, as well as the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. Agreement to Convey Owner’s Property. Owner hereby agrees to convey to the City, and the City hereby agrees to accept, all of Owner’s right, title and interest in and to the Property, as described on Exhibit B hereto. Between the date of Owner’s execution of this Agreement and the Closing (as defined below), Owner shall not make or permit any physical changes to the Property without the City’s prior written consent. Owner shall deliver exclusive possession of the Property to the City at Closing. Owner represents and warrants that there are no tenants or other third parties that have possessory interests in the Property.

2. Purchase Price. Pursuant to the terms of the Settlement Agreement, Owner shall convey the Property at Closing at no cost to the City.

3. City’s Right to Enter. Between the date of Owner’s execution of this Agreement and the Closing, the City’s agents, employees and contractors shall have the right to enter upon the Property, upon 24 hours prior verbal notice to Owner, for purposes of inspection and any and all other reasonable purposes.

4. Title. Owner represents and warrants to the City that: (a) it is the sole owner of the fee simple interest in the Property; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Property; and (c) the Property is free and clear of all liens and encumbrances whatsoever, except for easements, restrictions, conditions and covenants of record, if any, and the lien for real estate taxes and assessments not yet due and payable. Owner shall procure and deliver to City any releases, assignments or cancellations of any and all other rights, titles and interests in the Property, whether attaching to the Property prior to or during Owner's ownership of the Property. Such interests may include, but are not limited to, those belonging to tenants, mortgagees or others now in possession or otherwise occupying the Property, and all tax and assessment claims against the Property. Any mortgage or other monetary liens on the Property shall be discharged and paid by Owner at or before Closing. If the City or Owner becomes aware of any title problems affecting the Property, then Owner, at Owner's expense, shall promptly take such action as is necessary to clear the title. Between the date of Owner's execution of this Agreement and the Closing, Owner shall not take any action that affects the title to the Property, including, but not limited to conveying any interest in the Property to any third party or granting any easements or the like, without the City's prior written consent. Notwithstanding anything in this Agreement to the contrary, the City's obligation to close on the acquisition of the Property is conditioned upon the City's satisfaction with Owner's title to the Property. If such condition is not satisfied, the City may terminate this Agreement by giving written notice thereof to Owner at any time prior to the scheduled Closing date, whereupon neither party shall thereafter have any rights or obligations hereunder.

5. Closing. At Closing, Owner shall convey title to the Property to the City by General Warranty Deed in substantially the form of Exhibit D (General Warranty Deed) hereto (the "**Deed**"). Owner's title shall be free, clear and unencumbered, subject only to such matters of record as are acceptable to the City. Owner's conveyance of title to the Property (the "**Closing**") shall take place within **30 days** after the adoption of an ordinance by the Council of the City of Cincinnati accepting the conveyance of the Property to the City or on such other date as the parties may mutually agree upon. At Closing, Owner shall execute a customary seller's title affidavit in a form prepared by the City, and the parties shall execute a settlement statement and any and all other customary closing documents.

6. Closing Costs. At Closing, Owner shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Owner shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into the Settlement Agreement, the City shall not be required to pay any closing costs associated with the Closing.* Real estate taxes and assessments shall be prorated as of the date of Closing in accordance with local custom. If, upon receipt of the actual tax bills for the Property, it is determined that Owner's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Owner's actual prorated share, Owner shall pay the additional amount to the City within 30 days after receipt of the tax bill. Owner represents that Owner has not dealt with any real estate agent in connection with the sale of the Property who might claim entitlement to a real estate commission as a result of the sale of the Property to the City.

7. Owner's Title Insurance. At Closing, Owner, at no cost to the City, shall provide the City with an Owner's Title Insurance Policy for the Property, (i) issued by a reputable title insurance company acceptable to the City, (ii) identifying the City as the insured, (iii) evidencing insurance in the amount of the fair market value of the Property, (iv) showing title to be free and clear of all mortgages, easements, and other encumbrances (except for encumbrances as may be approved in writing by the City); (v) insuring the so-called "gap" period, and (vi) evidencing deletion of the Schedule B-II standard exceptions (including standard exceptions pertaining to parties in possession, survey matters, and mechanics liens). Owner shall provide the City with a Commitment for Title Insurance no less than 14 days prior to the Closing, for review.

8. Environmental Representations. Owner represents and warrants to the City that Owner is not aware of the existence of any environmental contamination, environmental hazards, underground storage tanks, or other adverse environmental conditions previously or currently affecting the Property.

9. **Damage to Property.** In the event of damage to the Property resulting from any cause prior to Closing, the City shall have the right to terminate this Agreement. If the City does not exercise such right, at Closing the City shall accept the Property in its then current condition.

10. **Survival.** Any and all obligations of the parties under this Agreement that have not been fully performed as of the date of Closing shall survive the Closing (and shall not be deemed to have merged into Owner's deed) until fully performed.

11. **Appropriation for Public Use.** Following Owner's execution of this Agreement, Owner agrees that it will not contest any action which the City has or may institute to appropriate the Property to public use, and in such proceedings Owner agrees to appear and consent that the jury in its verdict and the Court in its judgment entry may make the amount of the Purchase Price the amount of the compensation awarded for the appropriation of the Property to public use. Owner also consents to the filing and use of this Agreement in such proceedings as evidence of the agreed value of the Property.

12. **Notice.** Any notice or other communication required or desired to be given to either party under this Agreement shall be in writing and (i) delivered personally, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by UPS, Federal Express or other recognized courier service, to the parties at their respective addresses set forth above or such other addresses as either party may specify from time to time. Notices shall be deemed given upon receipt. If Owner sends a notice to the City alleging that the City is in breach of this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. **Representations, Warranties, and Covenants of Owner.** Owner makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Owner is a limited partnership duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

(iii) The execution, delivery and performance by Owner of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Owner, or any mortgage, indenture, contract, agreement or other undertaking to which Owner is a party or which purports to be binding upon Owner or upon any of its assets, nor is Owner 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 Owner, threatened against or affecting Owner or any of its members, at law or in equity or before or by any governmental authority. **[Except Hamilton County Court of Common Pleas Case No. A1902806]**

(v) Owner 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 Owner or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) Owner does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

14. General Provisions.

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

(B) 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 Owner agrees that venue in such court is proper. Owner hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

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

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

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

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

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

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

(I) No Brokers. The City and Owner 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.

(J) 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.

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

Exhibit A – *Settlement Agreement*

Exhibit B – *Legal Description*

Exhibit C – *Site Map*

Exhibit D – *General Warranty Deed*

[Signature Page Follows]

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

BJ HOMES LIMITED PARTNERSHIP,
an Ohio limited partnership

By: _____

Title: _____

Date: _____, 2020

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, Interim City Manager

Date: _____, 2020

Recommended by:

Daniel E. Betts, Director,
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Transfer Agreement
Settlement Agreement

[TO BE ATTACHED]

EXHIBIT B
to Property Transfer Agreement
Legal Description

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate In the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

1 153-5-58
Beginning at a point In the North line of the right of way known as Illinois Avenue where the same is in intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

EXHIBIT C
to Property Transfer Agreement
Site Map

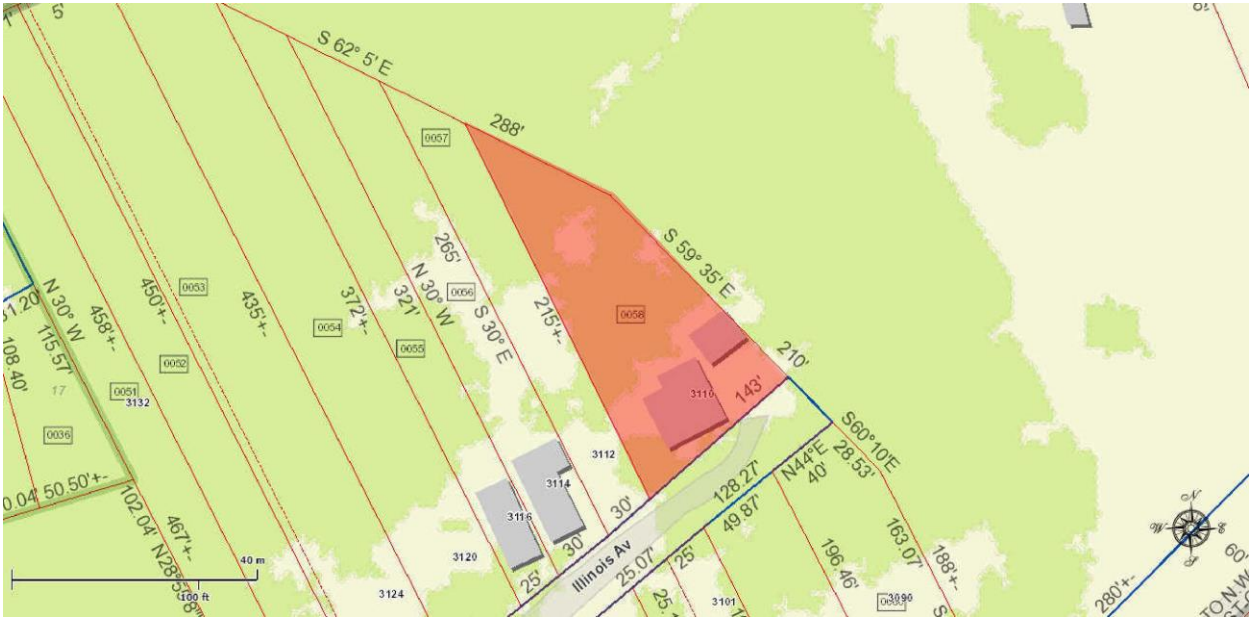


EXHIBIT D
to Property Transfer Agreement

General Warranty Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

GENERAL WARRANTY DEED

BJ HOMES LIMITED PARTNERSHIP, an Ohio limited partnership ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**"):

Street Address: 3101 Illinois Avenue, Cincinnati, OH 45204

Auditor's Parcel No: 153-5-58

Prior instrument reference: Official Record 14151, Page 1786, Hamilton County, Ohio Records.

Executed on _____, 2020.

BJ HOMES LIMITED PARTNERSHIP,
an Ohio limited partnership

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by _____, the _____ of BJ Homes Limited Partnership, an Ohio limited partnership, on behalf of the limited partnership. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Accepted by:

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, Interim City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Cincinnati City Council authorized the acceptance of this conveyance by Ordinance ____-2020, passed on _____, 2020.

Acceptance Noted by:

Clerk of Council

Approved as to Form:

Assistant City Solicitor

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

EXHIBIT A
to General Warranty Deed

LEGAL DESCRIPTION

Real property in the Township of Storrs, County of Hamilton, State of Ohio, and is described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio in Section 35, Township 4, Fractional Range 1, Storrs Township and more particularly described as follows:

Beginning at a point in the North line of the right of way known as Illinois Avenue where the same is intersected by the West line of the property of the City of Cincinnati and used for a playground and called Boldface Playground and which point is also the Easterly terminus of said Illinois Avenue, thence North along the West line of said Playground North 59 degrees 35' West Two hundred feet to a point in the West line of said Playground, which point is also the Northeasterly corner of the premises conveyed to Lawrence E. Pool, et al. by deed recorded in Deed Book Number 1116 page 514 Hamilton County Records; thence Southwardly along the East line of said Pool property Two hundred and fifteen feet to a point in the North line of said Illinois Avenue, which point is also the Southeasterly corner of said Pool property and which point is also One hundred and forty-three feet West of the place of beginning; thence Eastwardly along the North line of said Illinois Avenue, 143 feet to the place of beginning.

153-5-58

202001885

Date: October 9, 2020

To: Councilmembers Betsy Sundermann, David Mann, and Vice Mayor Smitherman
From: Andrew W. Garth, Interim City Solicitor *AWG*
Subject: **Emergency Ordinance – Approved FY 2021 Budget Update (B VERSION)**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the designation of \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department’s Criminal Investigation Section; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to Ennis Tait Ministries for violence reduction administered by Project Lifeline.

AWG/CMZ/(lnk)
Attachment
32378.4

EMERGENCY

City of Cincinnati

CMZ/B

AWB

An Ordinance No. _____ - 2020

AUTHORIZING the designation of \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department’s Criminal Investigation Section; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives; and **AUTHORIZING** the designation of \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to Ennis Tait Ministries for violence reduction administered by Project Lifeline.

WHEREAS, the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses (“CCROW”) Unit of the Cincinnati Police Department’s (“CPD”) Criminal Investigation Section, led by Karen Rumsey, serves a vital role by providing victim services to all victims of crime in the City of Cincinnati who are cooperating in the investigation of violent criminals; and

WHEREAS, recently a Victims Assistance Liaison/CCROW Unit part-time staff member lost a grant covering part of her salary in the amount of \$20,000, and replacement of this grant would allow CPD to continue its important victims’ services; and

WHEREAS, the Victims Assistance Liaison/CCROW Unit has very limited staffing for all five CPD Districts, and one additional part-time staffer at the cost of \$40,000 would greatly assist in continuing to provide victims’ services; and

WHEREAS, the Victims Assistance Liaison/CCROW Unit currently utilizes six college undergraduate interns and six Masters’ Degree interns on a part-time basis, and a budget to pay stipends in the total amount of \$120,000 would greatly assist in providing victims’ services; and

WHEREAS, the Victims Assistance Liaison/CCROW Unit also has a very limited budget for program expenses, and an infusion of \$55,000 would greatly assist in its important work; and

WHEREAS, the fundraising interruption caused by the COVID-19 pandemic has created funding gaps for numerous local non-profit organizations which serve vital roles in the City of Cincinnati; and

WHEREAS, a unique community outreach program by UCanSpeakForMe, led by Hope Dudley, prints reward cards and flyers that include photos of individuals who have been murdered and distributes them in the specific police districts and communities where those unsolved murders occurred and is a critical tool in helping solve crimes; and

WHEREAS, Council wishes to designate \$20,000 of the \$1,000,000 included in the City Manager's Office Approved FY 2021 Operating Budget Update for the Community Safety Response Program to the UCanSpeakForMe program; and

WHEREAS, Cincinnati Works provides critical career coaching and support services to all willing and capable people living in poverty to assist them in advancing to economic self-sufficiency through employment; and

WHEREAS, Council wishes to designate \$20,000 of the \$1,000,000 included in the City Manager's Office Approved FY 2021 Operating Budget Update for the Community Safety Response Program to be given to Ennis Tait Ministries for violence reduction administered by Project Lifeline, which is co-sponsored by Pastor Ennis Tait and Mitch Morris; now, therefore,

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

Section 1. That Council hereby designates \$235,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the Victims Assistance Liaison/Cincinnati Citizens Respect Our Witnesses Unit of the Cincinnati Police Department's Criminal Investigation Section in order to provide grant replacement funding for staff, additional part-time staff, stipends for college interns, and additional program expenses.

Section 2. That Council hereby designates \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program for the UCanSpeakForMe program for assistance in community outreach and crime solving initiatives.

Section 3. That Council hereby designates \$20,000 of the \$1,000,000 included in the Approved FY 2021 Budget Update for the Community Safety Response Program to be given to Ennis Tait Ministries for violence reduction administered by Project Lifeline, which is co-sponsored by Pastor Ennis Tait and Mitch Morris.

Section 4. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 3 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized designations so that the funding described herein is in place immediately and the necessary expenditures described herein may be made as soon as possible to avoid interruptions in the victims' services provided and to allow immediate implementation of new programs to address violent crime.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk



Greg Landsman
Councilmember

October 14, 2020

MOTION

WE MOVE that the Administration work with Kingsley and Co. and the Mt. Auburn community to ensure that project- and community-based commitments are ultimately met, including an attempt by the developer to resolve remaining tenant issues.

Jan-Michael Fenwick-Learney

October 21, 2020

To: Mayor and Members of City Council 202001993
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – COVID-19 Care Resource Coordination Support Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$275,583 from the Ohio Department of Health. The purpose of the funding is to provide support for vulnerable populations who face social and economic instability related to COVID-19 testing and diagnosis, including isolation and quarantine. The funding will allow the Cincinnati Health Department to expand COVID-19 testing efforts at locations that have been reported as frequent gathering spots, distribute protective supplies/preparedness kits and subsidies for financial relief to vulnerable communities.

No additional FTE are associated with this grant, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

CFG

- 2020

AUTHORIZING the City Manager to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health, to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

WHEREAS, this grant will allow the Cincinnati Health Department to expand COVID-19 testing efforts at locations that have been reported as frequent gathering spots, and to distribute protective supplies/preparedness kits and subsidies for financial relief to vulnerable communities; and

WHEREAS, the Cincinnati Health Department applied for this grant on September 22, 2020; and

WHEREAS, if awarded grant funding, the Cincinnati Health Department will require authorization from City Council to accept the funds; and

WHEREAS, the Cincinnati Health Department will not accept the grant funding without Council approval; and

WHEREAS, there is no local match required and no new FTEs are associated with this grant; and

WHEREAS, supporting vulnerable communities in combating COVID-19 is in accordance with the “Sustain” goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a COVID-19 (Coronavirus) Care Resource Coordination Support Grant (RC 21) in the amount of \$275,583 from the Ohio Department of Health to support vulnerable populations facing social and economic instability related to COVID-19 testing and diagnosis that results in isolation and quarantine.

Section 2. That the Finance Director is authorized to deposit the grant funds into Public Health Research Fund 350.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

October 21, 2020

202001994

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Parks Foundation Donation for Hyde Park Square Renovation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; **ESTABLISHING** new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.”

This Emergency Ordinance authorizes the City Manager to accept and deposit a donation of up to \$110,000 from the Cincinnati Parks Foundation to Fund No. 430, “Private Parks Endowment,” to provide resources to reimburse capital project accounts for a landscaping renovation plan completed at Hyde Park Square. This Emergency Ordinance also establishes new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.” Finally, this Emergency Ordinance authorizes the transfer and appropriation of up to \$110,000 from Fund No. 430, “Parks Private Endowment,” to the new “Hyde Park Square Renovation” project.

This donation does not require a local match or additional FTEs.

This Emergency Ordinance is in accordance with the "Live" goal to “Build a robust public life” and strategy to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people,” as well as the “Sustain” goal to “Preserve our natural and built environment,” as described on pages 149 – 152 and 193 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to reimburse capital improvement program project accounts for expenses incurred under the renovation plan for Hyde Park Square.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

KKF

- 2020

AUTHORIZING the City Manager to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for the implementation of a landscaping renovation plan completed at Hyde Park Square; **ESTABLISHING** new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” for the purpose of providing resources for the implementation of a landscaping renovation plan at Hyde Park Square; and further **AUTHORIZING** the transfer and appropriation of up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation.”

WHEREAS, the City of Cincinnati performed renovations at Hyde Park Square that included the removal of hedges, the installation of a decorative perimeter fence, replacement of a spruce tree, additional landscaping work, sidewalk widening, and the installation of a drinking fountain; and

WHEREAS, acceptance of the funds from the Cincinnati Parks Foundation will reimburse the City’s costs for improving Hyde Park Square; and

WHEREAS, there is no match requirement associated with the acceptance of this donation; and

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

WHEREAS, this ordinance is in accordance with the “Live” goal to “Build a robust public life” and strategy to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people,” as well as the “Sustain” goal to “Preserve our natural and built environment,” as described on pages 149 – 152 and 193 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and deposit a donation in an amount up to \$110,000 from the Cincinnati Parks Foundation in Fund No. 430, “Parks Private Endowment,” for the purpose of providing resources to reimburse capital improvement program project accounts for a landscaping renovation plan completed at Hyde Park Square.

Section 2. That new capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation,” is hereby established for the purpose of providing resources for implementation of a landscaping renovation plan at Hyde Park Square.

Section 3. That the City Manager is hereby authorized to transfer and appropriate up to \$110,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment,” to newly established capital improvement program project account no. 980x203x212003, “Hyde Park Square Renovation” for the purpose of providing resources for implementation of a landscaping renovation plan at Hyde Park Square.

Section 4. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Section 1 through 3 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to reimburse capital improvement program project accounts for expenses incurred under the renovation plan for Hyde Park Square.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

October 21, 2020

To: Mayor and Members of City Council

202001996

From: Paula Boggs Muething, City Manager

Subject: **RELEASE OF EASEMENT FOR 525 VINE STREET**

Attached is an Ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Release of Easement to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

BACKGROUND/CURRENT CONDITIONS

On December 18, 2020, City Council authorized the execution of a Property Sale and Development Agreement between the City and Fountain Place, LLC for the development of the property at 505 Vine Street. As a part of this development, the City released an easement that was located within the property of 505 Vine Street.

The easement that was released at 505 Vine Street and the easement that is located at 525 Vine Street have historically served the purpose of providing public access to downtown's skywalk system. The easement located in the 525 Vine Street building was also connected to a now-demolished skywalk bridge that crossed Race Street. As a result, the current easement at 525 Vine Street no longer serves its intended public purpose of providing access to downtown's skywalk system.

City Planning Commission approved the release of this easement at their meeting on October 2, 2020

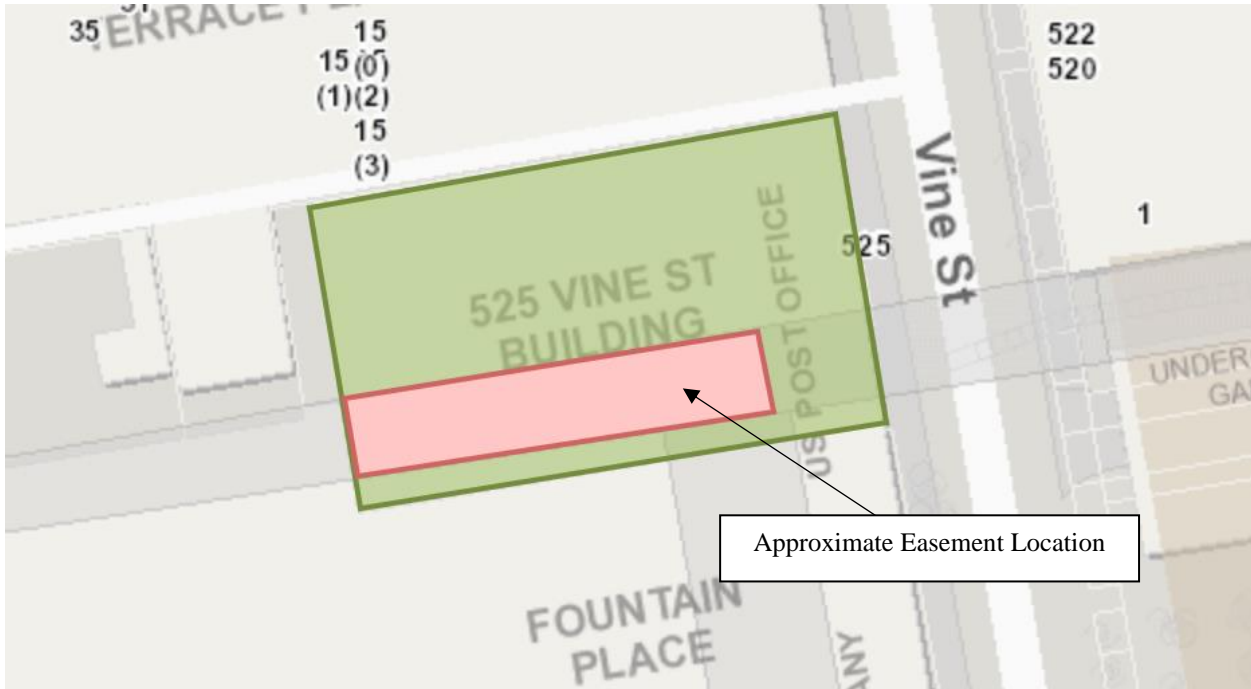
RECOMMENDATION

The Administration recommends approval of this Ordinance as it will remove an easement that is no longer needed for any municipal purpose.

Attachment: A. Approximate Easement Location

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

Attachment A: Approximate Easement Location



City of Cincinnati

CHM

AWG

An Ordinance No. _____

- 2020

AUTHORIZING the City Manager to execute a *Release of Easements* to release public pedestrian ingress and egress easements across certain real property located at 525 Vine Street in the Central Business District of Cincinnati to facilitate the redevelopment of Fountain Square West.

WHEREAS, Cincinnati Center City Development Corporation (“Developer”) owns certain real property commonly known as Fountain Square West, which property adjoins certain real property located at 525 Vine Street in Cincinnati; and

WHEREAS, Developer desires to redevelop Fountain Square West and, in connection with such redevelopment, Developer has requested that the City release public pedestrian ingress and egress easements that encumber portions of the property located at 525 Vine Street, as described in the *Release of Easements* attached to this ordinance as Attachment A; and

WHEREAS, the City Manager, in consultation with the Department of Transportation and Engineering, has determined that the easements are not needed for any municipal or public purpose and therefore is agreeable to releasing the easements in order to facilitate Developer’s redevelopment of Fountain Square West; and

WHEREAS, the City Planning Commission approved the City’s release of the easements at its meeting on October 2, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Release of Easements*, in substantially the form attached to this ordinance as Attachment A, to release public pedestrian easements that encumber property located at 525 Vine Street in Cincinnati to facilitate the redevelopment of adjoining property commonly known as Fountain Square West.

Section 2. That the easements are not needed for any municipal or public purpose and the release of the easements will not be detrimental to the interests of the general public.

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

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

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Property: 525 Vine Street

RELEASE OF EASEMENTS

THIS RELEASE is executed by the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

Recitals:

A. By a *Deed of Easement* executed on March 30, 1983, and recorded in Deed Book 4253, Page 563, Hamilton County, Ohio Records, the City reserved certain pedestrian ingress and egress easements for the benefit of the general pedestrian public described in section "A", "Easement No. 1," of the *Deed of Easement* over certain portions of real property, as more particularly described on Exhibit A (Legal Description—Public Pedestrian Easement No. 1) ("**Public Pedestrian Easement 1**"), including certain portions of improvements to be constructed thereon, generally located at 525 Vine Street, Cincinnati, Ohio and more particularly described on Exhibit B (Legal Description—525 Vine Property) hereto, (the "**Property**").

B. By a *Partial Release of Reservation of Pedestrian Ingress and Egress Rights and Maintenance and Repair Obligations* executed on March 23, 2006, and recorded in Official Record 10203, Page 1667, Hamilton County, Ohio Records (the "**Partial Release**"), the City released certain pedestrian ingress and egress easement rights burdening the Property that it had reserved and created for the benefit of the general public.

C. By a *Grant of Easement* executed on May 16, 2006, and recorded in Official Record 10254, Page 2163, Hamilton County, Ohio Records, 525 Vine Street, LLC granted to the City for the benefit of the general public certain pedestrian ingress and egress rights across and through the Property ("**Public Pedestrian Easement 2**" and together with Public Pedestrian Easement 1, the "**Public Pedestrian Easements**").

D. Cincinnati Center City Development Corporation desires to redevelop a property adjoining the Property, and in connection therewith has requested that the City release the Public Pedestrian Easements.

E. The City Manager, in consultation with the Department of Transportation and Engineering and the Department of Community and Economic Development, has determined that the Public Pedestrian Easements no longer serve any municipal or public purpose because they were granted to the City in connection with the City's then-existing pedestrian skywalk network, including the pedestrian skywalk bridges above Vine and Race Streets, which bridges have been dismantled.

F. The City is agreeable to release and terminate the Public Pedestrian Easements to facilitate the redevelopment of the adjoining property under the ownership or control of Cincinnati Center City Development Corporation.

G. The City's release and termination of the Public Pedestrian Easements was authorized by Ordinance No.____ passed by Cincinnati City Council on_____.

NOW THEREFORE, for valuable consideration received, the City hereby releases and forever quitclaims any and all right and interest in the Public Pedestrian Easements and confirms that the same have been terminated and are null and void.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething,
Interim City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Recommended by:

Markiea L. Carter, Interim Director
Department of Community Development

Approved as to Form:

Assistant City Solicitor

Accepted and Agreed to by:

HUNTINGTON CENTER CINCINNATI REALTY LP,
a Delaware limited partnership

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, partner (or agent) on behalf of **HUNTINGTON CENTER CINCINNATI REALTY LP**, a Delaware limited partnership. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

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

Exhibits:

Exhibit A – *Legal Description—Public Pedestrian Easement No. 1*

Exhibit B – *Legal Description—525 Vine Property*

Exhibit A
to Release of Easement
Legal Description – Public Pedestrian Easement No. 1

Situated in the City of Cincinnati, Hamilton County, Ohio, being an aerial easement between elevation 566.50 feet above sea level, and elevation 860.00 feet above sea level, over the following area: Beginning at the northwest corner of Vine Street and Opera Place, thence South 74° 12' West, along the north line of Opera Place, a distance of 224.00 feet; thence South 15° 48' East, a distance of 40.00 feet to the south line of Opera Place; thence North 74° 12' East, a distance of 224.14 feet to the west line of Vine Street; thence North 16° 00' West, a distance of 40.00 feet to the place of beginning.

Exhibit B
to Release of Easement
Legal Description—525 Vine Property

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 67, 68, 113, 114 and 115, and part of Lot 112 of James Ferguson's Subdivision of Lots in Cincinnati, as recorded in Deed Book V2, Page 412 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at the northwest corner of Vine Street and Opera Place,

thence North 16°-00' West, along the west line of Vine Street, a distance of 83.45 feet to the south line of Thorp Alley;

thence South 74°-09' West, along the south line of Thorp Alley, a distance of 224.12 feet;

thence South 16°-05' East, a distance of 83.25 feet to the north line of Opera Place;

thence North 74°-12' East, along the north line of Opera Place, a distance of 224.00 feet to the place of beginning.

CONTAINING 18,675 square feet.

SUBJECT to easements and restrictions of record.

[SPACE ABOVE FOR RECORDER'S USE]

Property: 525 Vine Street

RELEASE OF EASEMENTS

THIS RELEASE is executed by the **City of Cincinnati**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

Recitals:

A. By a *Deed of Easement* executed on March 30, 1983, and recorded in Deed Book 4253, Page 563, Hamilton County, Ohio Records, the City reserved certain pedestrian ingress and egress easements for the benefit of the general pedestrian public described in section "A", "Easement No. 1," of the *Deed of Easement* over certain portions of real property, as more particularly described on Exhibit A (Legal Description—Public Pedestrian Easement No. 1) ("**Public Pedestrian Easement 1**"), including certain portions of improvements to be constructed thereon, generally located at 525 Vine Street, Cincinnati, Ohio and more particularly described on Exhibit B (Legal Description—525 Vine Property) hereto, (the "**Property**").

B. By a *Partial Release of Reservation of Pedestrian Ingress and Egress Rights and Maintenance and Repair Obligations* executed on March 23, 2006, and recorded in Official Record 10203, Page 1667, Hamilton County, Ohio Records (the "**Partial Release**"), the City released certain pedestrian ingress and egress easement rights burdening the Property that it had reserved and created for the benefit of the general public.

C. By a *Grant of Easement* executed on May 16, 2006, and recorded in Official Record 10254, Page 2163, Hamilton County, Ohio Records, 525 Vine Street, LLC granted to the City for the benefit of the general public certain pedestrian ingress and egress rights across and through the Property ("**Public Pedestrian Easement 2**" and together with Public Pedestrian Easement 1, the "**Public Pedestrian Easements**").

D. Cincinnati Center City Development Corporation desires to redevelop a property adjoining the Property, and in connection therewith has requested that the City release the Public Pedestrian Easements.

E. The City Manager, in consultation with the Department of Transportation and Engineering and the Department of Community and Economic Development, has determined that the Public Pedestrian Easements no longer serve any municipal or public purpose because they were granted to the City in connection with the City's then-existing pedestrian skywalk network, including the pedestrian skywalk bridges above Vine and Race Streets, which bridges have been dismantled.

F. The City is agreeable to release and terminate the Public Pedestrian Easements to facilitate the redevelopment of the adjoining property under the ownership or control of Cincinnati Center City Development Corporation.

G. The City's release and termination of the Public Pedestrian Easements was authorized by Ordinance No.____ passed by Cincinnati City Council on_____.

NOW THEREFORE, for valuable consideration received, the City hereby releases and forever quitclaims any and all right and interest in the Public Pedestrian Easements and confirms that the same have been terminated and are null and void.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething,
Interim City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Recommended by:

Markiea L. Carter, Interim Director
Department of Community Development

Approved as to Form:

Assistant City Solicitor

Accepted and Agreed to by:

HUNTINGTON CENTER CINCINNATI REALTY LP,
a Delaware limited partnership

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, partner (or agent) on behalf of **HUNTINGTON CENTER CINCINNATI REALTY LP**, a Delaware limited partnership. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

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

Exhibits:

Exhibit A – *Legal Description—Public Pedestrian Easement No. 1*

Exhibit B – *Legal Description—525 Vine Property*

Exhibit A

to Release of Easement

Legal Description – Public Pedestrian Easement No. 1

Situated in the City of Cincinnati, Hamilton County, Ohio, being an aerial easement between elevation 566.50 feet above sea level, and elevation 860.00 feet above sea level, over the following area: Beginning at the northwest corner of Vine Street and Opera Place, thence South 74° 12' West, along the north line of Opera Place, a distance of 224.00 feet; thence South 15° 48' East, a distance of 40.00 feet to the south line of Opera Place; thence North 74° 12' East, a distance of 224.14 feet to the west line of Vine Street; thence North 16° 00' West, a distance of 40.00 feet to the place of beginning.

Exhibit B
to Release of Easement
Legal Description—525 Vine Property

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lots 67, 68, 113, 114 and 115, and part of Lot 112 of James Ferguson's Subdivision of Lots in Cincinnati, as recorded in Deed Book V2, Page 412 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at the northwest corner of Vine Street and Opera Place,

thence North 16°-00' West, along the west line of Vine Street, a distance of 83.45 feet to the south line of Thorp Alley;

thence South 74°-09' West, along the south line of Thorp Alley, a distance of 224.12 feet;

thence South 16°-05' East, a distance of 83.25 feet to the north line of Opera Place;

thence North 74°-12' East, along the north line of Opera Place, a distance of 224.00 feet to the place of beginning.

CONTAINING 18,675 square feet.

SUBJECT to easements and restrictions of record.

October 21, 2020

To: Mayor and Members of City Council 202001998
From: Paula Boggs Muething, City Manager
Subject: **TAX INCREMENT FINANCING (TIF) EXEMPTION FOR CAST-FAB REDEVELOPMENT**

Attached is an Emergency Ordinance captioned as follows:

DECLARING, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

BACKGROUND/CURRENT CONDITIONS

The property is a former industrial site in the Oakley neighborhood of Cincinnati. The site, once the home of Cast-Fab Technologies, is approximately 28 acres. Local Oakley, LLC, owned by partners Bill Davin and Jared Davis, are serving as the site's master developer. To date, the Developer has demolished the former manufacturing facility, performed environmental remediation, and begun subdividing the site to market to vertical development partners. The Developer and DCED now anticipate a need for public financing to fund public infrastructure required by the development.

DEVELOPER INFORMATION

Local Oakley, LLC is owned by Bill Davin and Jared Davis. Mr. Davis is the founder of CNG Financial Corp., the parent company of Axxess Financial. The developer purchased the property in late 2018 and is working with Blue Ash developer Hills Properties on the project's multi-family residential phase. Hills has been successfully developing and managing multi-family residential communities in the southwest Ohio region since 1958.

PROJECT DESCRIPTION

Local Oakley, LLC, serving as the site's master developer, will partner with other developers, including Hills Properties and NorthPoint Development, to redevelop the

28-acre former Cast-Fab Technologies site to include a 139,000 square foot self-storage facility, a 316 multifamily apartment complex, as well as other anticipated mixed-use commercial development phases. The project necessitates the construction of various public infrastructure improvements, including right-of-way, public parking and utility improvements.

PROPOSED INCENTIVE

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.40(B) for a period of 30 years. The project TIF is necessary to aid in the construction of various public infrastructure improvements, including right-of-way, public parking and utility improvements.

Establishment of the TIF exemption by City Council does not commit any increment to the project. The final details of the project and the City's intended financial or incentive contribution will be formalized in a forthcoming Development Agreement, which will be subject to future consideration by City Council. Until that time, no City resources will be committed to the project and City Administration retains full discretion on the structuring of any forthcoming project incentive.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to establish the TIF exemption prior to the start of construction of improvements which are anticipated to begin on the site in November.

Attachment: A. Property location and photographs

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

EMERGENCY

City of Cincinnati

SSB

AWB

An Ordinance No. _____

- 2020

DECLARING, pursuant to Ohio Revised Code Section 5709.40(B), improvements to certain parcels of real property at the former Cast-Fab site, located west of Disney Street in the Oakley neighborhood of Cincinnati to be a public purpose and exempt from real property taxation for a period of 30 years.

WHEREAS, Local Oakley, LLC (“Developer”) is redeveloping real property in Cincinnati located at the former Cast-Fab site west of Disney Street, as more particularly depicted and described in Attachment A, attached hereto (the “Property”), all or most of which Developer currently owns and/or controls, which redevelopment Developer currently anticipates will include multiple phases of mixed-use commercial development (the “Project”); and

WHEREAS, the Project necessitates the construction of various public infrastructure improvements, including, without limitation, public parking, utility, and right-of-way improvements; and

WHEREAS, Section 5709.40, *et seq.* of the Ohio Revised Code (“ORC”) provide that City Council may (i) declare any Improvement (as defined in Section 5709.40 of the Ohio Revised Code) to one or more parcels of real property located in the City to be a public purpose, thereby exempting that Improvement from real property taxation for a period of time, (ii) designate public infrastructure improvements that directly benefit the parcels for which such Improvement is declared to be a public purpose, (iii) require the payment of service payments in lieu of taxes by the owner or owners of such parcel or parcels, and (iv) provide for the distribution of the applicable portion of those service payments to the overlapping city, local, or exempted village school district; and

WHEREAS, City Council wishes to use the authority granted pursuant to such ORC Sections in connection with certain improvements in the City, in order to encourage development of the Property; and

WHEREAS, ORC Section 5709.40(A)(4) and (8) define certain terms as follows:

“Improvement” means the increase in the assessed value of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under this section were it not for the exemption granted by that ordinance;

“Public infrastructure improvement” includes, but is not limited to, public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition,

including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of: gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access; and

WHEREAS, the Board of Education of the Cincinnati City School District of the City of Cincinnati (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 tax exemptions of up to 100% for periods not to exceed 30 years and has waived the statutory notification requirements for such exemptions; and

WHEREAS, the City has determined that it is necessary and appropriate, and in the best interest of the City, to provide for (i) exemption of Improvement to the Property from real property taxation under ORC Section 5709.40, *et seq.*, and (ii) the payment of semiannual service payments in lieu of taxes with respect to the Property; and

WHEREAS, ORC Section 5709.43 requires that the city council of a city that receives service payments in lieu of taxes under ORC Section 5709.40, *et seq.*, establish a municipal public improvement tax increment equivalent fund into which shall be deposited such service payments in lieu of taxes; now, therefore,

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

Section 1. That pursuant to Section 5709.40(B) of the Ohio Revised Code (“ORC”), this Council hereby creates the “Local Oakley TIF,” the boundaries of which shall be coextensive with the boundaries of the parcels and shall include the parcels as specifically identified and/or described in Attachment A to this ordinance (the “Property”), which Property is located in the incorporated area of the City.

Section 2. That this Council hereby finds and determines that (i) additional public infrastructure including construction and maintenance of street improvements, water improvements, sewer improvements, parking facilities, and/or related improvements, is necessary as a result of and for the further development of the Property for creating jobs, increasing property values, providing adequate public services, and to preserve the health, safety,

and welfare of the current citizens of Cincinnati; (ii) the project(s) being, or to be, undertaken that place additional demand on the public infrastructure improvements designated in this ordinance include the mixed-use commercial development being undertaken by Local Oakley, LLC (including any affiliates thereof, “Developer”); and (iii) the proposed use of the Property includes commercial uses.

Section 3. That pursuant to and in accordance with the provisions of ORC Section 5709.40(B), this Council hereby declares any Improvement (as defined in ORC Section 5709.40) to the Property to be a public purpose and exempt from taxation for the time and in the amount set forth in Section 4 hereof and declares that the Improvement made to the Property will place direct additional demand on the public infrastructure improvements described in Section 2 hereof when such public infrastructure improvements are completed; therefore, such public infrastructure improvements will directly benefit the Property.

Section 4. That this Council finds and determines that 100% of the Improvement subsequent to the effective date of this ordinance is hereby declared to be a public purpose, and shall be exempt from real property taxes commencing on the first day of the tax year in which an Improvement first appears on the tax duplicate of real and public utility property and ending on the earlier to occur of (a) 30 years after such date or (b) the date on which the City can no longer require service payments to be paid with respect to the Improvements in accordance with ORC Section 5709.40, *et seq.*

Section 5. That this Council hereby designates the public infrastructure improvements identified in Attachment B to this ordinance as the “public infrastructure improvements” made (or to be made) that directly benefit the Property pursuant to ORC Section 5709.40(B).

Section 6. That this Council hereby expresses its intention to enter into such agreements as may be necessary or appropriate to construct such public infrastructure improvements (including, without limitation, (i) Service Agreement(s) between the City and Developer or its successor(s)-in-interest as to the Property (“Owner”), and (ii) a cooperative agreement among the City, Owner, and the Port of Greater Cincinnati Development Authority (the “Port”)), and further hereby requires the owners of the Property to make semiannual service payments in lieu of taxes to the County Treasurer on or before the final dates for payment of real property taxes. Such requirements, along with such other provisions as are deemed appropriate by this Council and as are agreed to by the owners of the Property, may be included in Service Agreements which may (but are not required to) be entered into between the City and the respective owners of the Property. To the extent necessary to secure such obligations, this Council hereby pledges such service payments to secure any obligations of the City or the Port issued to finance the public infrastructure improvements described in Sections 2 and 5 hereof. The payments in lieu of taxes provided for in ORC Section 5709.42 shall be paid to the County Treasurer, for payment by the County Treasurer to the City.

Section 7. That there has previously been established the City, Municipal Public Improvement Tax Increment Equivalent Fund (the “Fund”), into which Fund all service payments in lieu of taxes made by the owners of the affected parcels of land pursuant to this ordinance shall be deposited.

Section 8. That moneys deposited in the Fund shall be used only for the purposes set forth in ORC Section 5709.43, with respect to the public infrastructure improvements described in Attachment B to this ordinance, and for making compensation payments to the affected school districts as provided in ORC Section 5709.40, *et seq.*, and in the *Tax Incentive Agreement*

between the City and the Board of Education of the Cincinnati City School District of the City of Cincinnati effective as of April 28, 2020.

Section 9. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the actions contemplated herein, including, without limitation, filing any required applications for tax exemption with the Hamilton County Auditor and State Tax Commissioner.

Section 10. That, pursuant to ORC Section 5709.40(I), the Clerk is hereby directed to deliver a copy of this ordinance to the Director of the Department of Development Services of the State of Ohio within 15 days after its adoption, and, on or before March 31 of each year that the exemption set forth herein remains in effect, the Clerk or other authorized officer of this City shall prepare and submit to the Director of the Department of the Ohio Development Services Agency of the State of Ohio the status report required under ORC Section 5709.40(I).

Section 11. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including ORC Section 121.22.

Section 12. 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 construction of the improvements described herein to commence at the

earliest possible time in order to advance development of the Property in a timely and financially efficient manner, for the economic welfare of the people of the City.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

EXHIBIT OF 28.1986 ACRES
SECTION 28, TOWN 4, FR 2, COLUMBIA
TOWNSHIP, MIAMI PURCHASE,
CINCINNATI, HAMILTON COUNTY, OHIO

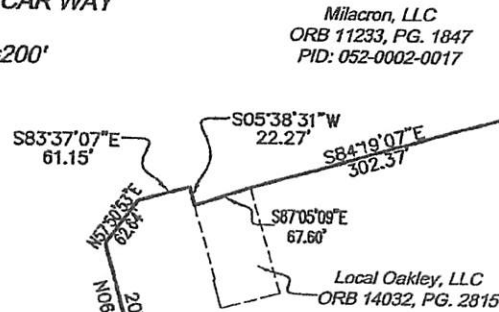
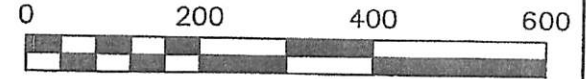


VIOX & VIOX
Civil Engineers, Surveyors, and Landscape Architects

466 Erlanger Road • Erlanger, Kentucky 41018
215B Main Street • Milford, Ohio 45150
Ph Erlanger (859)727-3293 • Ph Milford (513)576-1000 • www.vioxinc.com

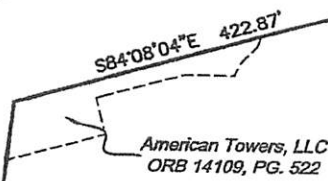
WEST SIDE OF DISNEY STREET
WESTERLY TERMINUS OF VANDERCAR WAY

APRIL 30, 2020 SCALE: 1"=200'



This exhibit was prepared from deed and plat records and is not a Boundary Survey pursuant to Chapter 4733-37 of the Ohio Administrative Code.

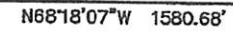
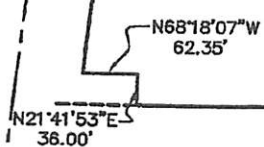
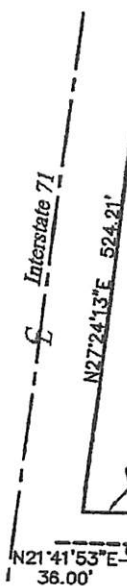
Ryan M. Hartig 4/30/2020
Ryan M. Hartig P.S. 8765 Date



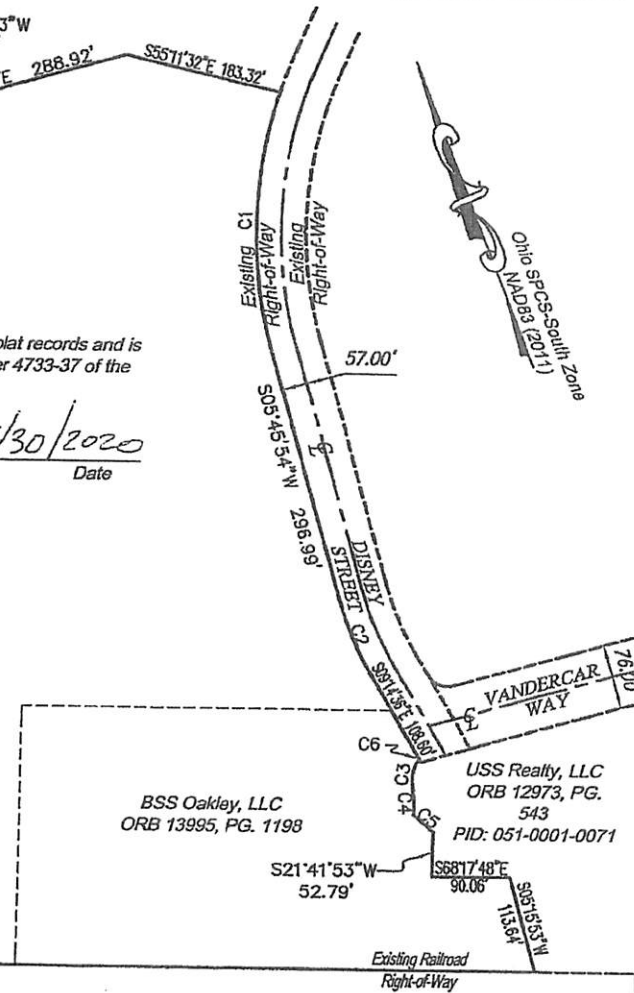
Local Oakley, LLC
ORB 13820, PG. 1995

28.1986 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	530.00'	308.87'	304.52'	S22°27'37\"W	33°23'26\"
C2	403.00'	105.56'	105.26'	S01°44'21\"E	15°00'30\"
C3	45.00'	39.36'	38.12'	S30°33'06\"W	50°06'50\"
C4	85.00'	28.23'	28.10'	S20°02'05\"W	19°01'44\"
C5	330.43'	30.53'	30.52'	S28°47'59\"E	51°7'38\"
C6	45.00'	1.67'	1.67'	S54°32'39\"W	2°07'44\"



Baltimore & Ohio Railroad
PID: 049-0002-0013



BSS Oakley, LLC
ORB 13995, PG. 1198

USS Realty, LLC
ORB 12973, PG. 543
PID: 051-0001-0071



VIOX & VIOX
Civil Engineers, Surveyors, and Landscape Architects

466 Erlanger Road | 215B Main Street,
Erlanger, Kentucky 41018 | Milford Ohio 45150

Tel: 859.727.3293 | Tel: 513.576.1000
Fax: 859.727.8452

www.vioxinc.com



DESCRIPTION OF 28.1986 ACRES

Situated in Section 28, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio and being the property conveyed to Local Oakley LLC by deed recorded in Official Record Book 14032, page 2815 and Parcel I, Parcel II Tract I and Parcel II Tract II conveyed to Local Oakley LLC by deed recorded in Official Record Book 13820, page 1995 and the property conveyed to BSS Oakley, LLC by deed recorded in Official Record Book 13995, page 1198 in the office of the Hamilton County Recorder's Office in Cincinnati, Ohio and is more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a set iron pin is a 5/8 inch diameter rebar, thirty inches in length with a plastic cap stamped "HARTIG PS 8765". All bearings referred to herein are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011).

BEGINNING, at an existing 5/8" iron pin (PS 8656) at the most easterly common corner of Local Oakley LLC (Official Record 13820, page 1995) and Milacron, LLC (Official Record 11233, page 1847), being in the westerly right-of-way line of Disney Street, 28.50 feet as measured perpendicular to the centerline;

THENCE, with said right-of-way line and with a curve to the left having a radius of 530.00 feet, an arc length of 308.87 feet and a chord bearing and distance of S22°27'37"W 304.52 feet to an existing 5/8" iron pin (PS 8656);

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VIOX & VIOX
Civil Engineers, Surveyors, and Landscape Architects

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THENCE, S55°11'32"E 183.31 feet to the POINT OF BEGINNING CONTAINING 28.1986 ACRES and being subject to all right-of-ways and easements of record.

This description was prepared from new surveys made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., May 16, 2019 and July 16, 2019.

ATTACHMENT B
to Ordinance

The public infrastructure improvements that directly benefit the Property include public street improvements and parking facilities, and may also include but are not limited to water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and the provision of and/or relocation of gas, electric, and communications service facilities.

EXHIBIT OF 28.1986 ACRES
 SECTION 28, TOWN 4, FR 2, COLUMBIA
 TOWNSHIP, MIAMI PURCHASE,
 CINCINNATI, HAMILTON COUNTY, OHIO

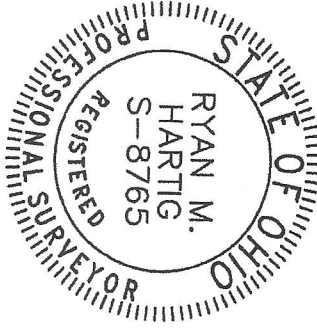


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 215B Main Street • Milford, Ohio 45150
 Ph: Erianger (609) 272-3293 • Fr: Milford (937) 576-1000 • www.vioxinc.com

WEST SIDE OF DISNEY STREET
 WESTERLY TERMINUS OF VANDERCAR WAY

APRIL 30, 2020 SCALE: 1"=200'

Milacron, LLC
 ORB 11233, PG. 1847
 PID: 052-0002-0017



This exhibit was prepared from deed and plat records and is not a Boundary Survey pursuant to Chapter 4733-37 of the Ohio Administrative Code.

Ryan M. Hartig
 Ryan M. Hartig P.S. 8765
 Date 4/30/2020



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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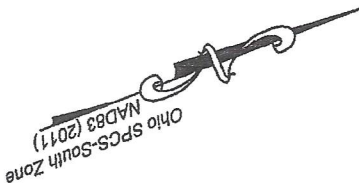
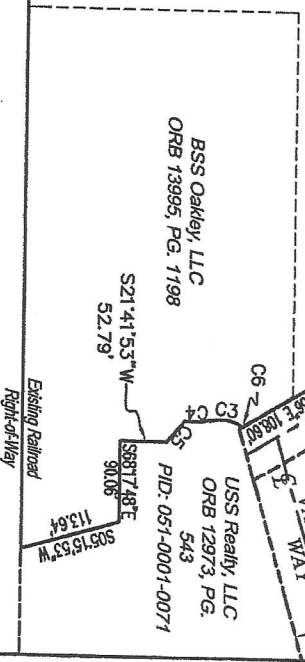
American Towers, LLC
 ORB 14109, PG. 522
 Local Oakley, LLC
 ORB 13820, PG. 1995
28.1986 ACRES

Interstate 71
 N27°24'13"E 524.21'

N68°18'07"W 62.35'

N68°18'07"W 1580.68'

Baltimore & Ohio Railroad
 PID: 049-0002-0013





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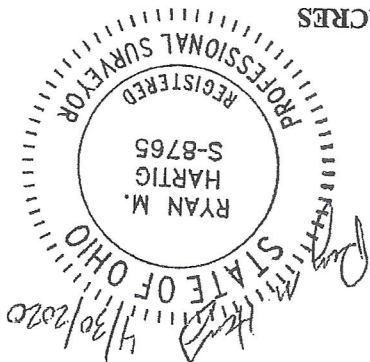
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ATTACHMENT B
to Ordinance

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October 21, 2020

To: Mayor and Members of City Council

202001999

From: Paula Boggs Muething, City Manager

Subject: **COMMUNITY REINVESTMENT AREA TAX EXEMPTION
AGREEMENT FOR GRAPHITE OAKLEY, LLC**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new building into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35.569.369.

BACKGROUND/CURRENT CONDITIONS

Graphite Oakley, LLC has a purchase option for the property located at 2980 Disney Street in the Oakley neighborhood. The developer will be purchasing the property from Local Oakley, LLC, the master developer of the former industrial Cast Fab Technologies site. Graphite Oakley, LLC submitted a Financial Assistance application for this project, which was received and reviewed by DCED.

DEVELOPER INFORMATION

Graphite Oakley, LLC is a subsidiary of Hills Developers, Inc. Hills is a family owned and operated company that is headquartered in Blue Ash. They have been successfully developing and managing multi-family residential communities since 1958. Their philosophy is to build a quality product that they would own for the long-term.

PROJECT DESCRIPTION

The Graphite Oakley project consists of five new apartment buildings located at the former Cast-Fab site in Oakley. Upon completion, there will be 316 residential units and 564 parking spaces.

The estimated construction cost is \$35,569,369, with 4 permanent jobs created at a total annual payroll of \$200,000 and 40 temporary construction jobs at an annual payroll of \$2,500,000. This project is aligned with the Compete and Live initiatives of Plan Cincinnati.

PROPOSED INCENTIVE

DCED is recommending a 12-year, 100% (net 52%) CRA tax exemption. The emergency clause is needed so construction can commence within the month of November.

Pursuant to the Commercial CRA policy established by City Council, this project scored 11 points as indicated below which would merit a 12-year net 52% CRA Tax Abatement:

“But For” Analysis (0-3 points) *	1
LEED (0-6 points)	2
Neighborhood VTICA (1 point for contributions over 1% but less than 15% and 8 points for contributions of 15% or more)	8
TOTAL	11

* *“But For” Analysis Explanation:* 1 point was awarded because the project is being built on a former brownfield that requires substantial environmental clean-up.

SUMMARY		
Forgone Public Benefit if Project Does not Proceed		
CPS PILOT (Forgone New Revenue)		(\$2,208,904)
VTICA (Forgone New Revenue)		(\$1,004,047)
Income Tax (Forgone New Revenue)		(\$181,650)
Total Public Benefit Lost		(\$3,394,601)
Incentive Value		
Annual Net Incentive to Developer		\$290,058
Total Term Incentive to Developer		\$3,480,697
City's Portion of Property Taxes Forgone		\$863,890
Public Benefit		
CPS PILOT		
Annual CPS Pilot		\$184,075
Total Term CPS PILOT		\$2,208,904
VTICA		
Annual VTICA		\$83,671
Total Term VTICA		\$1,004,047
Income Tax (Max)		\$181,650
Total Public Benefit (CPS PILOT/VTICA /Income Tax)		\$3,394,601
Total Public Benefit ROI*		\$0.98
City's ROI*		\$3.93
*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone		

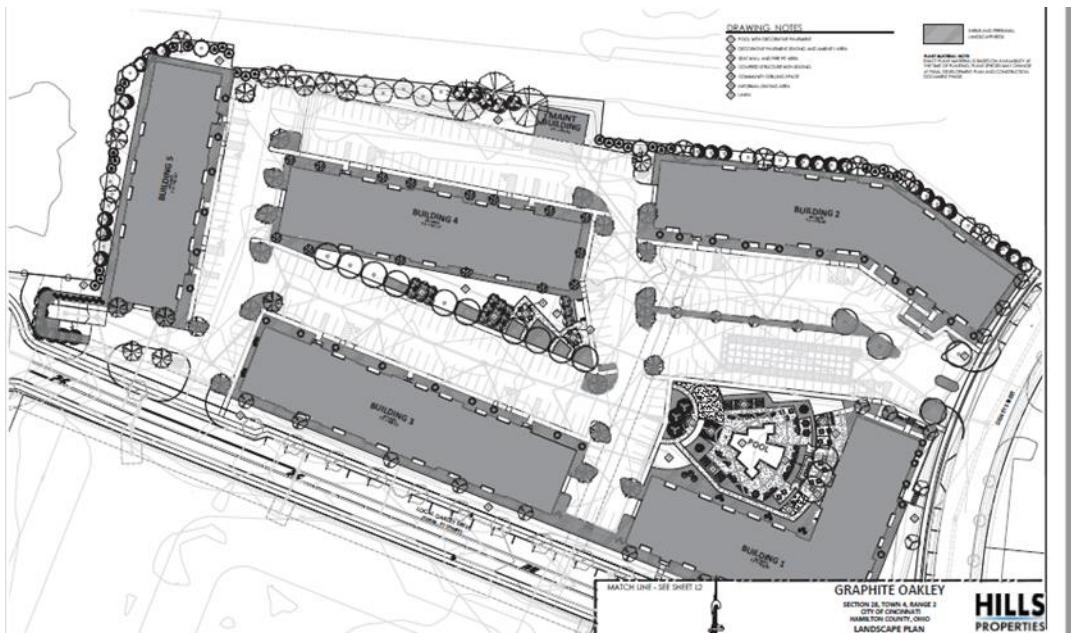
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



EMERGENCY

City of Cincinnati

TJL

BWB

An Ordinance No. _____ - 2020

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Graphite Oakley, LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 2980 Disney Street in the Oakley neighborhood of Cincinnati, in connection with the construction of five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$35,569,369.

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

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

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design (“LEED”) standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, “LBC” standards), all pursuant to the Statute; and

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

WHEREAS, Graphite Oakley, LLC (the “Company”) desires to construct five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments on real property at 2980 Disney Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Graphite Oakley, LLC (the “Agreement”), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2980 Disney Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of five new buildings into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$35,569,369.

Section 2. That Council authorizes the City Manager:

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

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

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

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and GRAPHITE OAKLEY, LLC, an Ohio limited liability company (the "Company"), an affiliate of Hills Developers, Inc.

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2980 Disney Street, Cincinnati, Ohio 45209 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the construction of five new buildings located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption

the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Oakley neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Oakley neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator")

to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Oakley neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

Q. This Agreement has been authorized by Ordinance No. _____-2020, passed by Cincinnati City Council on _____, 2020.

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct five new buildings on the Property into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments (the "Improvements") at an estimated aggregate cost of \$35,569,369 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that

the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the twelfth (12th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a

knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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

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

Section 11. Small Business Enterprise Program.¹

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

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

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

(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) 4 full-time equivalent permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$200,000 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the

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

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

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

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

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

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

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

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

To the City:

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

To the Company:

Graphite Oakley, LLC
Attention: Louis Guttman
4901 Hunt Road, Suite 300
Cincinnati, Ohio 45242

With a copy to:

Graphite Oakley, LLC
Attention: Harry Schneider, Esq.
4901 Hunt Road, Suite 300
Cincinnati, OH 45242

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the

city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

GRAPHITE OAKLEY, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, Interim City Manager

By _____
Louis Guttman, President

Date: _____, 2020

Date: _____, 2020

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

Street Address: 2980 Disney Street, Cincinnati, OH 45209

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;
- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street;

Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:

- 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
- 2) South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and GRAPHITE OAKLEY, LLC, an Ohio limited liability company (the "Company"), an affiliate of Hills Developers, Inc.

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2980 Disney Street, Cincinnati, Ohio 45209 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the construction of five new buildings located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption

the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Oakley neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Oakley neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator")

to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Oakley neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- Q. This Agreement has been authorized by Ordinance No. _____-2020, passed by Cincinnati City Council on _____, 2020.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct five new buildings on the Property into enclosed parking on the first floor, consisting of approximately 564 parking spaces, and approximately 360,828 square feet of residential rental space on the upper floors, consisting of approximately 316 apartments (the "Improvements") at an estimated aggregate cost of \$35,569,369 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that

the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2035 or (ii) the end of the twelfth (12th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a

knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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

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

Section 11. Small Business Enterprise Program.¹

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

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

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

(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) 4 full-time equivalent permanent jobs and (ii) 40 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$200,000 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the

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

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

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

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

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

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

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

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

To the City:

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

To the Company:

Graphite Oakley, LLC
Attention: Louis Guttman
4901 Hunt Road, Suite 300
Cincinnati, Ohio 45242

With a copy to:

Graphite Oakley, LLC
Attention: Harry Schneider, Esq.
4901 Hunt Road, Suite 300
Cincinnati, OH 45242

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the

city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

GRAPHITE OAKLEY, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, Interim City Manager

By _____
Louis Guttman, President

Date: _____, 2020

Date: _____, 2020

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

Street Address: 2980 Disney Street, Cincinnati, OH 45209

Situate in Section 28, Town 4, Range 2, City of Cincinnati, Hamilton County, Ohio, being all of Lot 1 (Parcel No. 052-0001-0022), Lot 2 (Parcel No. 052-0001-0023), and Lot 6 (Parcel No. 052-0001-0027), of the Cast Fab Subdivision as recorded in Plat Book 473, Pages 49-50 of the Plat of Records of Hamilton County as conveyed to Local Oakley, LLC in O.R. 13820, Page 1995 in the Hamilton County recorder's office, and being a 0.1986 Acre Tract (Parcel No. 052-0002-0025) conveyed to Local Oakley, LLC in Hamilton County, Ohio recorded in O.R. 14032, Page 2815 in said Hamilton County Ohio, recorder's office, being further described as follows;

Beginning at a point in the centerline intersection of Disney Street (R.O.W. varies) and Local Oakley Drive (R.O.W. varies);

Thence, with a proposed zoning line and the centerline of said of Local Oakley Drive, along the following four (4) courses:

- 1) North 84°04'23" West, 99.10 feet to a point;
- 2) On curve to the right having a radius of 300.00 feet, an arc distance of 82.58 feet, a delta angle of 15°11'16", the Chord bears, North 76°11'16" West, 82.32 feet to a point;
- 3) North 68°18'08" West, 842.71 feet to a point;
- 4) North 21°41'39" East, 73.86 feet to a point in the proposed zoning line and a line of a 5.3184 Acre Tract as conveyed to Milacron, LLC, in O.R. 11233, Page 1847 in the Hamilton County Ohio, recorder's office Ohio;

Thence, along the proposed zoning line, and with the southerly line of said 5.3184 Acre Tract, along the following ten (10)

- 1) South 84°08'04" East, 97.69 feet to a point;
- 2) North 06°22'53" East, 207.07 feet to a point;
- 3) North 57°50'53" East, 62.64 feet to a point;
- 4) South 83°37'07" East, 61.15 feet to a point;
- 5) South 05°38'31" West, 22.27 feet to a point;
- 6) South 87°05'09" East, 67.60 feet to a point;
- 7) South 84°19'07" East, 302.37 feet to a point;
- 8) South 05°40'53" West, 36.00 feet to a point;
- 9) South 84°19'07" East, 288.92 feet to a point;
- 10) South 55°11'32" East, 211.90 feet to a point in the centerline of said Disney Street;

Thence with the proposed zoning line and the centerline of said Disney Street, along the following two(2) courses and distances:

- 1) On curve to the left having a radius of 501.48 feet, an arc distance of 294.43 feet, a delta angle of 33°38'23", the chord bears, South 22°35'03" West, 290.22 feet to a point;
- 2) South 05°45'54" West, 124.16 feet to the POINT of BEGINNING.

Containing 9.1317 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated 05/10/20. The bearings in the above description are based Plat Book 473, Pages 49-50, Hamilton County, Ohio Recorder's Office.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

October 21, 2020

To: Mayor and Members of City Council 202002000
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Oregon Community Health Information Network (OCHIN) COVID-19 Telehealth Funding Program**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

This Emergency Ordinance would authorize the City Manager to apply for, accept and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network (OCHIN) COVID-19 Telehealth Funding Program. The purpose of the funding is to support telehealth innovation for underserved communities. The OCHIN subsidy program will provide telehealth equipment to patients at Cincinnati Health Department (CHD) primary health centers and allow CHD providers to deliver telehealth services to patients at their homes or mobile locations.

No additional FTE are associated with this grant, and matching funds are not required.

This Emergency Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Emergency Ordinance is in accordance with the Sustain goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

ZDS

- 2020

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

WHEREAS, the Oregon Community Health Information Network (OCHIN) grant program will provide telehealth equipment to patients at Cincinnati Health Department (CHD) primary health centers and allow CHD providers to deliver telehealth services to patients at their homes or mobile locations; and

WHEREAS, the Cincinnati Health Department applied for the grant on August 11, 2020, however, the funding will not be accepted without Council approval; and

WHEREAS, there is no local match required and no new FTEs are associated with this grant; and

WHEREAS, preventing and controlling COVID-19 cases is in accordance with the “Sustain” goal to “Become a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of \$56,000 from the Oregon Community Health Information Network COVID-19 Telehealth Funding Program to support telehealth innovation for underserved communities.

Section 2. That if the grant is awarded, the Director of Finance is hereby authorized to receive and deposit the funds into Public Health Research Fund 350.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to receive grant funds to cover expenses related to the prevention and control of COVID-19 cases.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

October 21, 2020

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: **LEGISLATIVE RESOLUTION – WALWORTH DEVELOPMENT**

Attached is an Emergency Resolution captioned as follows:

DECLARING by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the Ohio Revised Code.

BACKGROUND/CURRENT CONDITIONS

The project site is located at 3100 Walworth Avenue, Cincinnati in the East End neighborhood of Cincinnati. In total, the site includes 7.1410 acres of vacant, unimproved land. The City previously approved the sale of approximately 1.6 acres of City-owned property that was managed by the City's Parks Department for construction of the public infrastructure (Ordinance 60-2020). The whole assembled site comprises the HomeramaDevelopment proposed by East End Developers LLC.

DEVELOPER INFORMATION

East End Developers, LLC, an affiliate of Meierjohan Building Group – led by Thomas J. Ackermann and Ralph Meierjohan, will be the developing entity of the site. T.J. Ackermann and Ralph Meierjohan have each been developing and building communities in the Greater Cincinnati area for the past 30 years. Together they have a large wealth of knowledge and experience in the field of real estate development, construction, and project management. Upon completion of public improvements and site preparation, third party home builders will purchase parcels for single-family home development from East End Developers, LLC.

PROJECT DESCRIPTION

Developer will remediate a contaminated brownfield site at 3101 Walworth Avenue in the East End neighborhood and prepare the site for the construction of 39 single family homes. This is the site of Homerama @ Walworth Junction in partnership with the Greater Cincinnati Home Builders Association. Developer will cause construction of the 39 single family homes; each home will consist of approximately 3,000 square feet of living space and range in sales price from \$800,000 to \$1,600,000. In addition, the Developer will be seeking LEED Neighborhood Development – a first in the City of Cincinnati – requiring all homes built in the subdivision to meet LEED Gold standards.

Developer will also construct several public infrastructure improvements. This includes sidewalks, extension of the Walworth Avenue Street, stormwater, sewer, public signage, remediation of certain environmental conditions and other related improvements to the Walworth Junction housing sub-division.

SPECIAL ASSESSMENT

This Resolution is being submitted in response to a petition received from owners comprising 38 lots within the Homerama site to assess the costs of the public infrastructure against the lots. The assessment will assess an estimated \$3,740,848.70 of eligible public infrastructure costs and associated financing costs over a 15-year period. The estimated per lot assessment is \$10,000 per year per lot.

Upon approval of this Resolution, subsequent legislation will be submitted to City Council for consideration after the two-week notice period required under the Ohio Revised Code for the Legislative Resolution. This additional legislation will include public infrastructure financing legislation for both the Special Assessment and Project TIF in cooperation with the Port Authority.

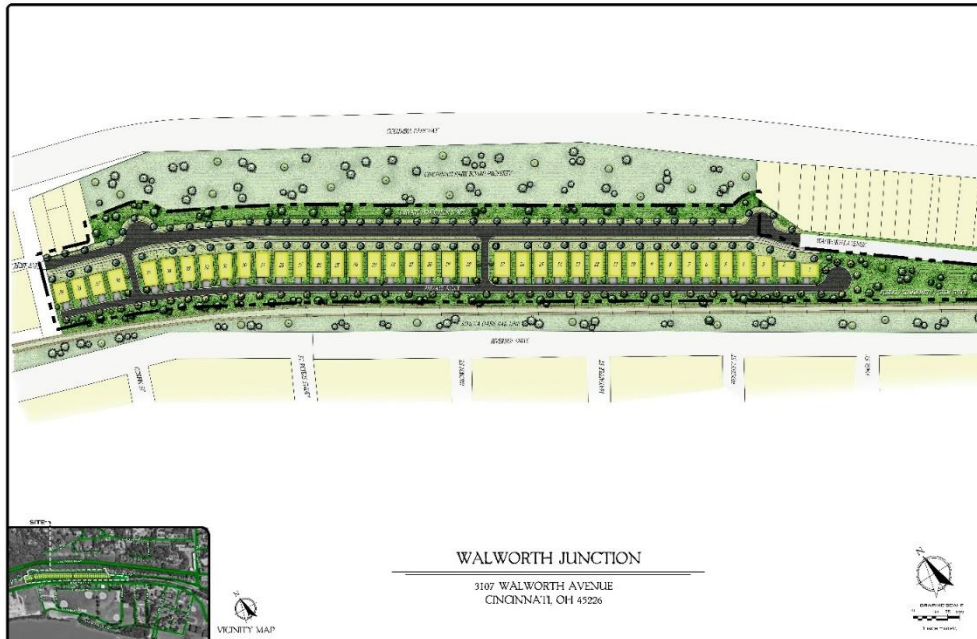
RECOMMENDATION

The Administration recommends approval of this Emergency Resolution. The reason for the emergency clause is the immediate need to transfer the city owned land in order to facilitate the completion of the project and construction of all of the homes at the earliest possible time.

Attachment: A. Property location and Proposed Site Plan

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

Attachment A: Site Plan



EMERGENCY

Legislative Resolution

AWG

RESOLUTION NO. _____ - 2020

DECLARING by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the Ohio Revised Code.

WHEREAS, the owners of one hundred percent (100%) of the lands to be assessed for the construction of an extension of Walworth Avenue, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installation of retaining walls; acquisition of land necessary to construct and install of the foregoing; and acquisition, construction, and installation of other related improvements (collectively, the “Public Infrastructure Improvements”), have executed and filed with this Council a *Petition* dated as of September 15, 2020 (the “Petition”), proposing the necessity of special assessments to pay the costs of the Public Infrastructure Improvements; and

WHEREAS, the plans, specifications, profiles, and estimates of cost related to the Public Infrastructure Improvements are on file with the Clerk of Council; and

WHEREAS, (i) it is necessary and desirable to undertake and carry out the Public Infrastructure Improvements to improve the City’s transportation network and accessibility, to increase the amount of developable land within the City, to promote the public’s health, safety and welfare, and for the other public purposes identified herein; (ii) the property to be assessed is specially benefited by the special assessments; and (iii) the special assessments have been petitioned for by the owners of 100% of the property to be assessed; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Petition, which Petition is hereby approved and accepted, and a copy of which is attached to this Resolution as Attachment A.

Section 2. That it is hereby declared necessary, and a public purpose of the City, to improve Walworth Avenue, located in the East End neighborhood of Cincinnati by constructing an extension thereof, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install of the foregoing; and acquiring, constructing, and installing other related improvements, as further described in the Petition submitted by the owners of one hundred percent (100%) of the lands to be assessed and the profile, plans, and specifications therefor, each of which are on file with the Clerk of Council (the "Public Infrastructure Improvements"). The Petition, profile, plans and specifications have been, and will remain, open to inspection by all interested persons.

Section 3. That Council finds and determines that (a) all of the Public Infrastructure Improvements are so situated in relation to each other that in order to complete the Public Infrastructure Improvements in the most practical and economical manner, they should be constructed and improved at the same time, with the same kind of materials, and in the same manner; and (b) the Public Infrastructure Improvements shall be treated as a single improvement, pursuant to Section 727.09 of the Ohio Revised Code ("ORC").

Section 4. That Council determines and declares that (a) the Public Infrastructure Improvements are an essential and vital public, municipal governmental purpose of the City, necessary in order to improve the City's transportation network and accessibility, to increase the amount of developable land within the City, and to promote the public's health, safety, and welfare; and (b) in order to fulfill these public purposes of the City, it is necessary and proper to provide for the construction of the Public Infrastructure Improvements.

Section 5. That the plans, specifications, profiles, and estimates of the costs of the Public Infrastructure Improvements, all now on file in the office of the Clerk of Council, are hereby

approved. The Public Infrastructure Improvements shall be made in accordance with the plans, specifications, profiles, and estimates of the costs of the Public Infrastructure Improvements.

Section 6. That Council hereby determines that (a) the Petition has been signed by 100% of the owners of the lands specially benefited by the Public Infrastructure Improvements, and (b) the Public Infrastructure Improvements constitute street improvements petitioned for by 100% of the owners of the property benefited and to be specially assessed for the costs thereof. In accordance with the Petition, \$3,740,848.70 of the “Assessable Cost” (as defined and described in the Petition) of the Public Infrastructure Improvements, together with financing and interest costs in connection with the issuance and repayment of related indebtedness by the City, shall be paid by the assessments levied against such specially benefited properties beginning with tax year 2021 and first collectable in 2022.

Section 7. That the method of levying said special assessments shall be in proportion to the benefits received, as set forth in the Petition. The portion of the costs of the Assessment Project allocable to the City will be 0%.

Section 8. That the lots to be assessed for the Public Infrastructure Improvements shall include numbered lots 1 through 34, and lots 36 through 39, as more particularly described on Exhibit A to the Petition, and depicted on Exhibit C to the Petition (the “Assessed Property”), all of which are hereby determined to be specially benefited by the Public Infrastructure Improvements, and shall exclude the common areas and right-of-way described on Exhibit A to the Petition, and depicted on Exhibit C to the Petition.

Section 9. That the costs of the Public Infrastructure Improvements to be paid for directly or indirectly, in whole or in part, by funds derived from the special assessments may include but is not limited to those “Direct Costs” and “Indirect Costs” identified in the Petition, all together with interest thereon, administrative expenses with respect thereto, and

other allowable costs of the Public Infrastructure Improvements, as provided in ORC Chapter 727.

Section 10. That the special assessments for the Public Infrastructure Improvements to be levied shall be paid in 30 semi-annual installments beginning in 2022 (with respect to tax year 2021, the first tax year for which the assessments for the Public Infrastructure Improvements are to be levied) or otherwise in the manner provided by the Hamilton County Treasurer. One hundred percent (100%) of the owners of the Assessed Property have waived the right to pay the assessments in cash within thirty (30) days after the first publication of the notice of the assessing ordinance.

Section 11. That Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal, and other rights of property owners under the law, including, but not limited to, those specified in ORC Chapter 727, and consents to the immediate imposition of the special assessments upon the Assessed Property.

Section 12. That the Port of Greater Cincinnati Development Authority, in cooperation with the City, and pursuant to a separate City ordinance, intends to issue bonds to finance the construction of the Public Infrastructure Improvements, a portion of which the City anticipates will be repaid via the special assessments collected.

Section 13. That the estimated assessments of the Assessable Costs of the Public Infrastructure Improvements in accordance with the method of assessment set forth in the Petition and this resolution, showing the amount of the assessment against each lot of land to be assessed, are now on file with the Clerk of Council.

Section 14. That the assessments shall be used to construct the Public Infrastructure Improvements, to repay indebtedness incurred in order to finance the construction of the Public

Infrastructure Improvements, and to cover administrative and other expenses related to the foregoing.

Section 15. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 16. That notice of the passage of this resolution has been waived by the owners of 100% of the Assessed Property.

Section 17. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to improve the City's transportation network and accessibility and increase the amount of developable land within Cincinnati as soon as possible.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

PETITION

TO THE COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, **JNB Custon Homes, LLC**, an Ohio limited liability company, **Jay and Lisa Silverthorne**, husband and wife, **Ollinger Holdings LLC**, an Ohio limited liability company, **O'Daniel, LLC**, an Ohio limited liability company, **Frazier Custom Homes, LLC**, an Ohio limited liability company, **Cary and Patricia Belyea**, husband and wife, **11503 Springfield Pike LLC**, an Ohio limited liability company, and **East End Development LLC**, an Ohio limited liability company (collectively, the "*Owner*") represents and warrants that it is, on the date of this Petition and on the date of submission of this Petition to the Council of the City of Cincinnati ("*City Council*"), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference, less lot 35 which is not the subject of this petition ("*Property*"), and that the Property includes one hundred percent (100%) of the area and lots and lands benefited by and to be assessed for the improvements hereinafter described ("*Assessed Lands*").

Petition for Public Improvements. The Owner (together with its grantees or transferees, and its and their successors and assigns as owners of any of the lots and lands included in the Assessed Lands, "*Owners*"), hereby respectfully petitions this City Council for the public improvements described in Exhibit B attached hereto, which Exhibit is incorporated herein by this reference (collectively, "*Public Infrastructure Improvements*"), as the same are further described and detailed in the plans, specifications, profiles and estimates of cost (collectively, "*Plans*") filed in the office of the Clerk of Council of the City of Cincinnati ("*City*") prior to or concurrently with the filing of this Petition.

Assessed Lands. The Assessed Lands shall solely include lots 1 through 34 and 36 through 39 included within the Property as depicted in Exhibit C attached hereto, and shall exclude lot 35 and the real property dedicated as right-of-way for the Public Infrastructure Improvements and the common areas not included in lots 1 through 39, each as depicted in Exhibit C ("*Excluded Properties*").

Costs to be Assessed; Period of Assessment. The undersigned further requests, on behalf of the Owners, that 100% of the total assessable cost of the Public Infrastructure Improvements, determined subject to and as further described herein and in the Plans ("*Assessable Cost*"), be assessed upon the lots and lands constituting the Assessed Lands, with such assessments ("*Special Assessments*") to be allocated and assessed to the Assessed Lands in proportion to the benefits received, as further described herein, and to be payable, when levied, semi-annually for not more than **fifteen (15)** years.

The Assessable Cost of the Public Infrastructure Improvements may include, if so elected by the City, any one or more of the following costs:

(a) all costs ("*Direct Costs*") incurred with respect to the design, engineering, acquisition, construction, installation and equipping of the Public Infrastructure Improvements including, without limitation, the following to the extent applicable: (i) the purchase price of real estate or any interest therein when acquired by purchase; (ii) the cost of preliminary and other surveys and designs; (iii) the cost of preparing plans, specifications, profiles, and estimates; (iv)

the cost of printing, serving, and publishing notices, resolutions, and ordinances; (v) the cost of all special proceedings; and (vi) the cost of labor and material, whether furnished by contract or otherwise, together with reasonable construction management fees; and

(b) all costs ("*Indirect Costs*") incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Public Infrastructure Improvements including, without limitation, the following: (i) with respect to the issuing or servicing of any revenue, general obligation or other bonds ("*Bonds*") that may be issued by the City, or the Port of Greater Cincinnati Development Authority (the "*Port*") under an agreement with the City, in anticipation of collection of the Special Assessments (whether or not also issued in anticipation of other revenues) or otherwise, to finance the Public Infrastructure Improvements (or to refund Bonds previously issued to finance the Public Infrastructure Improvements or refund prior Bonds), subject to the limitations established in the ordinance levying the assessments (or such other ordinances as may be applicable), together with any bond service charges or other like charges, administrative expenses and transaction costs, including by way of example and not of limitation, the following: (A) interest on the Bonds at fixed or variable rates in effect from time to time; (B) costs of obtaining, maintaining or reimbursing payments under letters of credit or other credit enhancement facilities issued to secure payments relating to the Bonds; (C) reserve funds, replenishment of reserve funds, and payment of costs of letters of credit or surety bonds obtained in lieu of funding a reserve fund, or reimbursement of draws thereunder, but subject to the limitation included in this Petition; (D) the fees and expenses of a qualified corporate bond trustee for the Bonds, if applicable; (E) all usual and customary costs of issuance fees, charges and expenses and administrative charges by the City in connection with the issuance of the Bonds, the imposition of the Special Assessments and the implementation of the Public Infrastructure Improvements; and (F) any other usual and customary fees and administrative expenses incurred by the City, the Port, or a trustee in connection with the issuance, servicing or enforcement of the Bonds, the payment of bond service charges or other like charges or the collection and enforcement of the Special Assessments; (ii) without limiting the Owners' waiver of the same, the total amount of damages, resulting from the Public Infrastructure Improvements, assessed in favor of any owner of lands affected by the Public Infrastructure Improvements and interest thereon; (iii) the cost incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments, including reasonable administrative and legal expenses incurred by reason of the Public Infrastructure Improvements, the financing thereof, or the Special Assessments; and (iv) incidental costs, including reasonable administrative and legal expenses, directly connected with the Public Infrastructure Improvements;

All together with interest thereon, administrative expenses with respect thereto and other allowable costs of the Public Infrastructure Improvements, as provided in Chapter 727 of the Ohio Revised Code ("*Assessment Act*");

Estimated Assessments. In connection with this Petition and in furtherance of the purposes hereof, the Owner acknowledges that it has reviewed the Plans, including the estimated costs of the Public Infrastructure Improvements (including any debt service relating thereto), prepared by Abercrombie & Associates, Inc., and now on file with the Clerk of Council. In connection with this Petition and in furtherance of the purposes hereof, the Owner further acknowledges that it has reviewed the estimated Special Assessments to be levied for the Public Infrastructure Improvements, including all estimated costs to be included therein which are now

on file with the Clerk of Council, and acknowledges and agrees that the estimated Special Assessments have been determined in accordance with this Petition.

Benefit. The undersigned Owner acknowledges and agrees that the Special Assessments as contemplated herein do not exceed the benefit to be received by the Assessed Lands as a result of the Public Infrastructure Improvements. The undersigned Owner further acknowledges and agrees, in consideration of the construction of the Public Infrastructure Improvements by or on behalf of the City, that no property in the City, other than the Property, will receive special benefits from the Public Infrastructure Improvements, and requests that the amount that would have been assessed on any other property in the City, except for the absence of any special benefit to that other property, be assessed upon the Assessed Lands, and that the balance of the total costs of the Public Infrastructure Improvements to be assessed by the City be assessed on the Assessed Lands.

Acknowledgments, Consents and Waivers. The undersigned Owner consents and requests that the Special Assessments be levied and collected without limitation as to the value of the property assessed and hereby waives any and all rights, benefits, and privileges specified by the Assessment Act, including by Ohio Revised Code Sections (“*ORC §§*”) 727.03 and 727.06 or by any other section thereof restricting said assessments to thirty-three and one-third percent (33-1/3%) of the actual improved value of said lots and lands as enhanced by the Public Infrastructure Improvements made or to be made, or under *ORC §727.04* or any other section thereof limiting assessments for re-improvements where an assessment has been levied and paid previously. The undersigned further waives any and all damages or claims for damages of whatsoever kind, character or description growing out of or resulting from the Public Infrastructure Improvements or the making thereof including, by way of example and not of limitation, all rights, benefits, and privileges which are specified by *ORC §§727.18 through 727.22*, inclusive, and *ORC §727.43*.

The undersigned Owner further waives all notices and procedures required for the making of the Public Infrastructure Improvements or the imposition of the Special Assessments, including (by way of example and not of limitation) notice of the adoption of the resolution of necessity and the filing of estimated assessments, the equalization of the estimated assessments, any increase in the cost of labor and materials or financing-related costs over the estimated cost thereof, and the passage of the assessing ordinance, and including (also by way of example and not of limitation) such notices as are authorized and required by *ORC §§727.13, 727.16, 727.17, 727.24 and 727.26*. The undersigned Owner further waives the strict construction of proceedings specified by *ORC §727.40* and expressly agrees that the proceedings shall be liberally construed in all respects to support the imposition and collection of the Special Assessments in the amounts levied pursuant to this Petition; waives the lapse or waiver of the lien of the Special Assessments after two years as specified by *ORC §727.34*, and expressly agrees, as a covenant running with the land and to be further evidenced by the declaration referred to and to be recorded as described below, that such lien does and shall continue in force so long as any of the Special Assessments remain on the tax list uncollected; and waives any and all irregularities and defects in the proceedings for the imposition of the Special Assessments and such lien.

The undersigned Owner, on behalf of itself and any other Owners from time to time, hereby waives any other procedural or other requirements with respect to the imposition of special assessments to the extent any such requirement would (i) be inconsistent with or in

addition to the procedures described in this Petition or (ii) if not met, result in the invalidity or illegality of all or a portion of the Special Assessments.

Covenants of Owners. In consideration of the special benefits conferred by the Public Infrastructure Improvements, the undersigned Owner covenants and agrees that it will (so long as it is an Owner of Assessed Lands), and that each other Owner will, pay promptly all Special Assessments levied against those Assessed Lands owned by such Owner as they come due and before they become delinquent, and further agrees that the determination by the City Council of the Special Assessments to be imposed against the Assessed Lands will be final, conclusive and binding upon each and all of the Assessed Lands and each such Owner (except as may be subsequently amended by the City Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Bonds remain outstanding, upon the transfer of any of the Assessed Lands or any portion thereof to any transferee: (a) to disclose the existence of any outstanding Special Assessments for the Public Infrastructure Improvements, (b) to pay or cause to be paid prior to any such transfer, as a condition to the effectiveness of the delivery of any deed or instrument of transfer, all Special Assessments then or theretofore due and payable with respect to the Assessed Lands to be transferred, and (c) to require that each such transferee agree to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations; provided that recording of a declaration against all of the Assessed Lands making such disclosures, imposing such obligations and providing for the waiver by any transferee of any rights that the undersigned Owner has waived pursuant to this Petition, shall constitute full satisfaction of the requirements of clauses (a) and (c) of this sentence. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid and the Bonds remain outstanding, the deed or instrument of transfer to any transferee shall provide for (i) the acquisition of such property subject to any outstanding Special Assessments imposed on such property and for the waiver by such transferee of any rights that the undersigned Owner has waived pursuant to this Petition and (ii) the requirement that each transferee from time to time of any of the Assessed Lands covenant to include in the deed or instrument of transfer to any subsequent transferee the conditions described in clause (i) of this sentence so long as any such Special Assessments remain unpaid and the Bonds remain outstanding; provided, that if a declaration conforming to the requirements of this Petition shall have been recorded with respect to all of the Assessed Lands, the deed or instrument of transfer may instead make specific reference to that declaration. For purposes of this Petition, the term "*transfer*" shall include any transfer or assignment of either the controlling voting interest, or of all or substantially all of the economic interest, in any entity formed for the purpose of owning (or otherwise owning) one or more parcels included in the Assessed Lands as all or a substantial part of the assets of such entity, but excluding a collateral assignment for security purposes only.

Apportionment of Special Assessments. Owner hereby certifies that the special benefits attributable to the Public Infrastructure Improvement will inure to the future owners of each lot equally. Therefore, subject to applicable law, the Special Assessments shall be apportioned equally to each lot within the Assessed Lands, as shown in Exhibit D.

Additional Agreements and Waivers of Owners: The undersigned Owner understands and requests that the Special Assessments be collected semi-annually to pay debt service and other related costs of the Bonds (and any related Bond Obligations) issued to pay costs of the

Public Infrastructure Improvements. The undersigned Owner hereby waives its right to receive notice of the Special Assessments and further waives its right to pay the Special Assessments in cash prior to certification of the Special Assessments to the County Auditor. To the extent, if any, not included above, the undersigned Owner further waives any and all irregularities and defects in the proceedings for the Special Assessments, the issuance of the Bonds, and the certification, collection and enforcement of the Special Assessments and the lien thereof.

The undersigned Owner further consents and agrees that all legislation required to be enacted to permit the Public Infrastructure Improvements to commence immediately be enacted at one City Council meeting, including the resolution of necessity specified in Section 727.12 of the Revised Code, the ordinance to proceed specified in Section 727.23 of the Revised Code and the assessing ordinance specified in Section 727.25 of the Revised Code, and further consents and requests that the Special Assessments shall be levied and may be collected before the actual cost of the Public Infrastructure Improvements is ascertained. The Owner, and each of the Owners, specifically agrees that it will not contest, in a judicial or administrative proceeding the Special Assessments levied against the Assessed Lands for the Public Infrastructure Improvements.

Petition Binds all Future Owners. Whether or not expressly stated herein, each and every covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition made by the undersigned Owner is and shall constitute a covenant running with the Assessed Lands, made for and on behalf of each Owner from time to time of any and all of the Assessed Lands, and each of their successors and assigns, as if each such Owner (or successor or assign) had owned the Assessed Lands on the dates of this Petition and its submission to City Council, and had joined in the execution hereof. The undersigned Owner hereby acknowledges and affirms, for itself and on behalf of each Owner from time to time, that (i) it intends that the City rely on each covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition, and (ii) if the City elects to levy the Special Assessments and otherwise take the actions contemplated hereby, that the City is acting in consideration of each such covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition.

Declaration. The undersigned Owner further covenants and agrees to sign and deliver a declaration or other instrument, in form satisfactory to the City, acknowledging the imposition and lien of the Special Assessments against the Assessed Lands, the amounts of the Special Assessments levied on the Assessed Lands, the period during which the Special Assessments are expected to be due and payable and the other matters referred to herein, for recording in the Official Records of Hamilton County, Ohio at or prior to the issuance of the Bonds, and to cause the holder of any existing liens on the Property to expressly join in that declaration for the purpose of expressly subordinating its lien to the lien of the Special Assessments.

Authority to Sign. The undersigned signatory represents and warrants that he has full right and authority to sign this Petition and no other signatures or approvals are required.

[Signature Page Follows]

LOT 23 OWNER:

JNB Custom Homes, LLC

By: _____
Name: John Boyle
Its: owner

Dated: September 8, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by John Boyle, Owner of JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022

LOT 28 OWNER:

JAY AND LISA SILVERTHORNE

By: *Jay Silverthorne*
Jay Silverthorne

By: *Lisa Silverthorne*
Lisa Silverthorne

Dated: September 11, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 11 day of September, 2020 by Jay and Lisa Silverthorne, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.


Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 30 OWNER:

OLINGER HOLDINGS LLC


 By: _____
 Name: Brad Olinger
 Its: OWNER

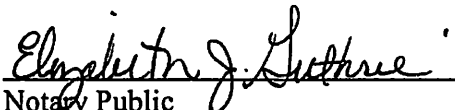
Dated: Sept 8, 2020

STATE OF OHIO)
)
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by Brad Olinger, Owner of Olinger Holdings LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
 Notary Public, State of Ohio
 My Commission Expires 10-04-2022


 Notary Public
 My commission expires: 10-4-2022

[This page reserved.]

LOT 36 OWNER:

FRAZIER CUSTOM HOMES, LLC

By: *AF*
Name: ANDRE FRAZIER
Its: President

Dated: 9-8, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by Andre Frazier, President of Frazier Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 37 OWNER:

CARY AND PATRICIA BELYEA

By: Cary Belyea
Cary Belyea

By: Patricia M. Belyea
Patricia Belyea

Dated: Sept. 15, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 15th day of September, 2020 by Cary Belyea and Patricia Belyea, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Aaron A. Foster
Notary Public
My commission expires: 8-12-23



AARON A. FOSTER
Notary Public, State of Ohio
My Commission Expires 08-12-2023

LOT 39 OWNER:

11503 SPRINGFIELD PIKE LLC

By: Edward W. Wolterman
Name: EDWARD W. WOLTERMAN
Its: OWNER

Dated: 09-09, 2020, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 9 day of September, 2020 by Edward W. Wolterman, Owner of 11503 Springfield Pike LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOTS 1-27,29, 31-33, 38
And O.S. Parcels A & B OWNER:

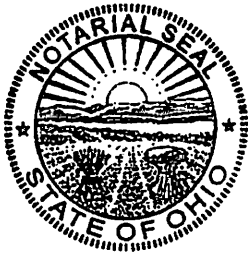
EAST END DEVELOPMENT LLC

By: Thomas J. Ackermann
Name: THOMAS J. ACKERMANN
Its: MANAGING MEMBER

Dated: SEPTEMBER 4TH, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 4 day of September, 2020 by Thomas J. Ackermann, Managing Member of East End Development LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-22-2022

EXHIBIT A

DESCRIPTION OF PROPERTY

Situate in Section 31, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot Numbers 1-39, inclusive and Open Space Parcels A and B of Walworth Junction Subdivision as recorded in Plat Book 480, Pages 29 - 31 of the Hamilton County, Ohio Records.

**Lot 1 Parcel No. 031-0002-0114
Lot 2 Parcel No. 031-0002-0115
Lot 3 Parcel No. 031-0002-0116
Lot 4 Parcel No. 031-0002-0117
Lot 5 Parcel No. 031-0002-0118
Lot 6 Parcel No. 031-0002-0119
Lot 7 Parcel No. 031-0002-0120
Lot 8 Parcel No. 031-0002-0121
Lot 9 Parcel No. 031-0002-0122
Lot 10 Parcel No. 031-0002-0123
Lot 11 Parcel No. 031-0002-0124
Lot 12 Parcel No. 031-0002-0125
Lot 13 Parcel No. 031-0002-0126
Lot 14 Parcel No. 031-0002-0127
Lot 15 Parcel No. 031-0002-0128
Lot 16 Parcel No. 031-0002-0129
Lot 17 Parcel No. 031-0002-0130
Lot 18 Parcel No. 031-0002-0131
Lot 19 Parcel No. 031-0002-0132
Lot 20 Parcel No. 031-0002-0133**

**Lot 21 Parcel No. 031-0002-0134
Lot 22 Parcel No. 031-0002-0135
Lot 23 Parcel No. 031-0002-0136
Lot 24 Parcel No. 031-0002-0137
Lot 25 Parcel No. 031-0002-0138
Lot 26 Parcel No. 031-0002-0139
Lot 27 Parcel No. 031-0002-0140
Lot 28 Parcel No. 031-0002-0141
Lot 29 Parcel No. 031-0002-0142
Lot 30 Parcel No. 031-0002-0143
Lot 31 Parcel No. 031-0002-0144
Lot 32 Parcel No. 031-0002-0145
Lot 33 Parcel No. 031-0002-0146
Lot 34 Parcel No. 031-0002-0147
Lot 35 Parcel No. 031-0002-0148
Lot 36 Parcel No. 031-0002-0149
Lot 37 Parcel No. 031-0002-0150
Lot 38 Parcel No. 031-0002-0151
Lot 39 Parcel No. 031-0002-0152
O. S. "A" Parcel No.
O. S. "B" Parcel No.**

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following public improvements:

Approximately 1,635 lineal feet of roadway, along with commensurate curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer.

Remediation of soil in the new public right of way (including testing the area, excavating contaminated soil, and having the contaminated soil shipped to an off site approved EPA landfill).

Installation of retaining walls to provide structural retaining for uphill City of Cincinnati Park Board property that is immediately adjacent to the new public right of way. All related geotechnical investigation, engineering, and inspection services related to the design and installation of these walls.

Acquisition of land necessary to construct the foregoing.

EXHIBIT C
DEPICTION OF THE PROPERTY

(SEE ATTACHED)

WALWORTH JUNCTION

COLUMBIA TOWNSHIP, CITY OF CINCINNATI,
HAMILTON COUNTY, OHIO

31-2-107
31-3-155

39-Lot
1-5mm
40 Lot

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEERS
The Map
4/16/20
Date
9/16/20



VICINITY MAP

STATE OF OHIO

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same voluntarily.

STATE OF OHIO

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same voluntarily.

STATE OF OHIO

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same voluntarily.

STATE OF OHIO

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he executed the same voluntarily.

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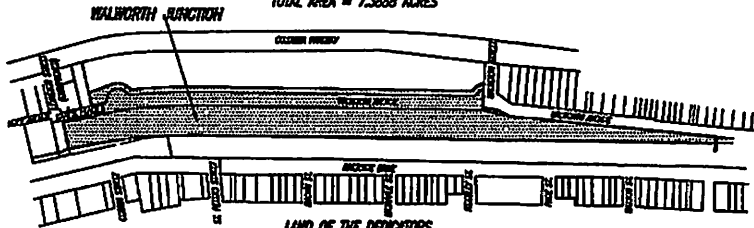
STATE OF OHIO

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STATE OF OHIO

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AREA SURVEY
AREA IN LOTS = 5,632.0 ACRES
AREA IN LOTS = 1,692.0 ACRES
TOTAL AREA = 7,324.0 ACRES



LAND OF THE DEMONSTRATORS
SCALE 1" = 200'
PB 480 PG 29

OWNER/DEVELOPER
EAST END DEVELOPMENT, LLC
4010 NORTH BEND ROAD
CINCINNATI, OHIO 45211

APPROVED: *[Signature]*
STORM WATER MANAGEMENT ENGINEER
DATE: 4/3/20

APPROVED: *[Signature]*
SANITARY SEWER CHIEF ENGINEER, ISD
DATE: 4/3/20

RECORDED PREPARED
RECORDED AND INDEXED
APR 20 2020
HAMILTON COUNTY ENGINEERS



WALWORTH JUNCTION

NO.	DATE	BY	REVISION
1	10-4-19	J.C.	
2		D.P.	
3		M.H.C.	

RECORDED PLAT
WALWORTH JUNCTION
SECTION 17, TOWNSHIP 4, RANGE 2
COLUMBIA TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

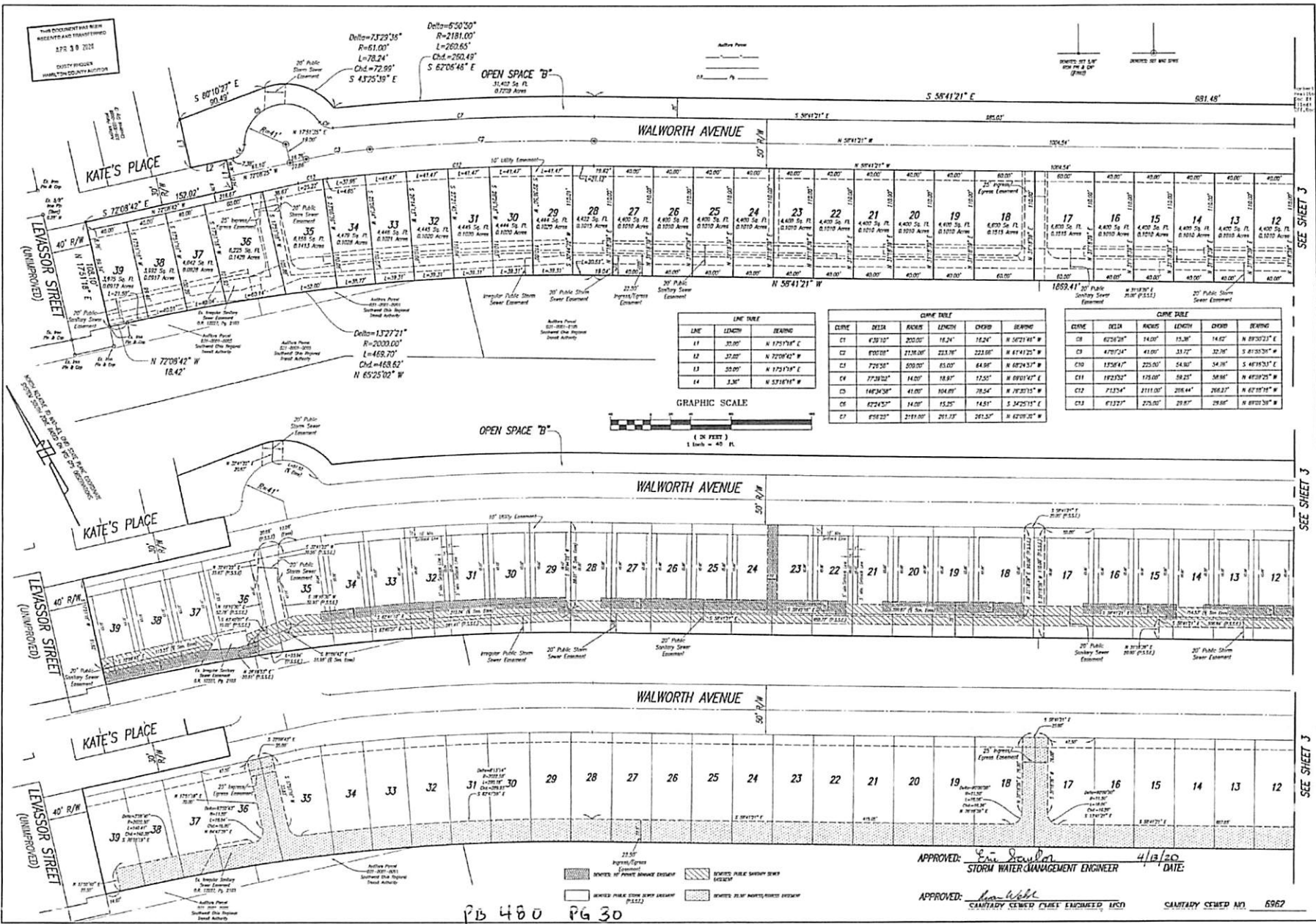
Aberrombie & Associates, Inc.
Civil Engineering & Surveying
10000 Woodloch Forest Dr.
Cincinnati, OH 45241
Phone: 513-233-8800

APR 20 2020
17-0130

THIS DOCUMENT HAS BEEN RECENTLY AND THOROUGHLY CHECKED BY THE ENGINEER
 3/23/2020
 CIVIL ENGINEER
 HAMILTON COUNTY, OHIO

Delta=630'30"
 R=2181.00'
 L=260.65'
 Chd.=78.24'
 S 67°06'46" E
 S 43°25'39" E

OPEN SPACE "B"
 31,432 Sq. Ft.
 0.7278 Acres



LINE TABLE

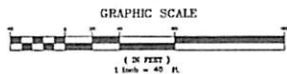
LINE	LENGTH	BEARING
11	33.00'	N 77°19'14" E
12	37.00'	N 77°09'42" W
13	53.00'	N 77°19'14" E
14	1.36'	N 57°16'14" W

CURVE DATA

CLONE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	4°39'10"	200.00'	18.24'	18.24'	N 56°21'48" W
C2	8°00'00"	218.00'	22.73'	22.73'	N 61°41'25" W
C3	7°26'58"	200.00'	18.03'	18.03'	N 68°24'37" E
C4	7°28'32"	14.00'	18.81'	17.50'	N 69°19'42" E
C5	14°24'38"	41.00'	104.01'	78.54'	N 78°20'15" E
C6	6°24'43"	14.00'	15.25'	14.51'	S 34°25'15" E
C7	6°08'23"	218.00'	21.13'	21.13'	N 62°09'16" W

CURVE DATA

CLONE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C8	6°24'28"	14.00'	15.26'	14.62'	N 69°30'21" E
C9	4°07'24"	41.00'	33.72'	32.76'	S 81°53'54" W
C10	1°35'47"	225.00'	54.80'	54.76'	S 46°19'31" E
C11	1°22'32"	178.00'	58.23'	58.86'	N 48°39'29" W
C12	7°13'24"	211.00'	208.44'	206.21'	N 62°18'18" W
C13	6°13'21"	225.00'	29.87'	29.85'	N 69°20'38" W



PB 480 Pg 30

APPROVED: *Eric Sawyer*
 STORM WATER MANAGEMENT ENGINEER
 DATE: 4/13/20

APPROVED: *Ken Wible*
 SANITARY SEWER ENGINEER
 SANITARY SEWER NO. 5962

RECORD PLAT
 WALWORTH JUNCTION
 SECTION-31, TOWN-4, RANGE-2
 COLUMBIA TOWNSHIP, CITY OF CHICAGO
 HAMILTON COUNTY, OHIO

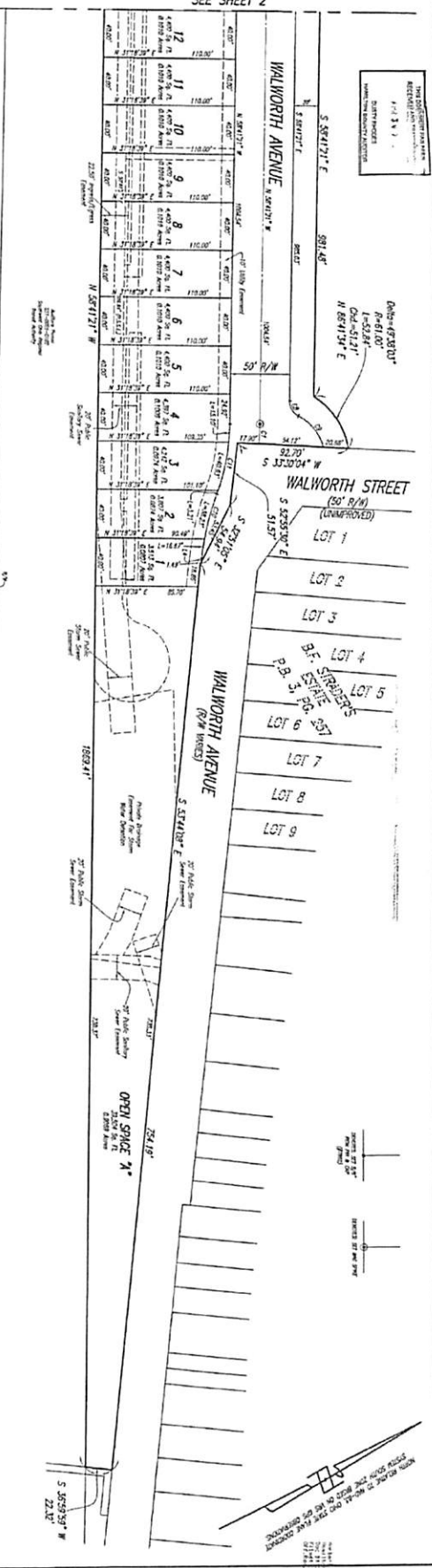
APPROVED: *[Signature]*
 CIVIL ENGINEER
 HAMILTON COUNTY, OHIO

DATE: 4/13/20

1/1-01-30

THIS DOCUMENT IS A PLAN
 REVISIONS
 4-13-20
 DATE

SEE SHEET 2

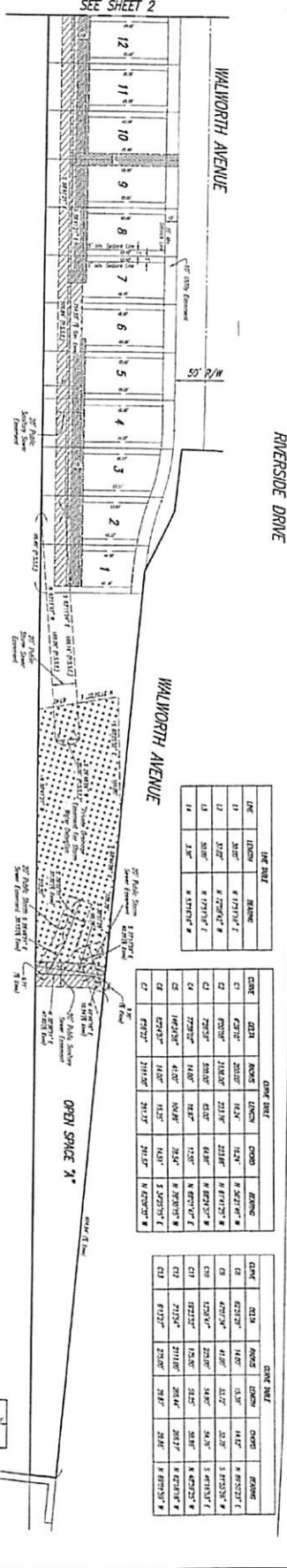


LINE	LENGTH	BEARING
L1	3.00'	S 75°13'4" E
L2	3.75'	S 75°13'4" E
L3	3.00'	S 75°13'4" E
L4	3.75'	S 75°13'4" E

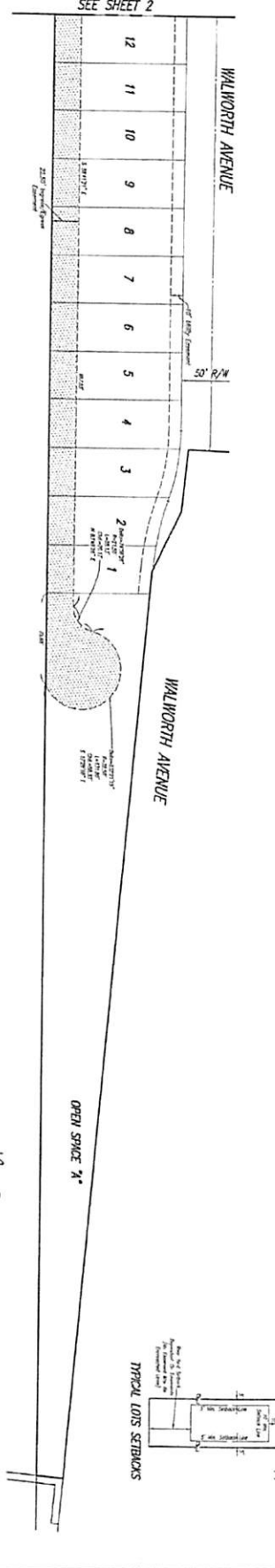
LINE	LENGTH	BEARING
C1	63.75'	S 20°18'0" E
C2	63.75'	S 20°18'0" E
C3	63.75'	S 20°18'0" E
C4	63.75'	S 20°18'0" E
C5	63.75'	S 20°18'0" E
C6	63.75'	S 20°18'0" E
C7	63.75'	S 20°18'0" E

LINE	LENGTH	BEARING
D1	63.75'	S 20°18'0" E
D2	63.75'	S 20°18'0" E
D3	63.75'	S 20°18'0" E
D4	63.75'	S 20°18'0" E
D5	63.75'	S 20°18'0" E
D6	63.75'	S 20°18'0" E
D7	63.75'	S 20°18'0" E

SEE SHEET 2



SEE SHEET 2



APPROVED: *[Signature]*
 STONER WATERMANAGEMENT ENGINEER
 DATE: 4-13-20

APPROVED: *[Signature]*
 QUINCY SENNER CHIEF ENGINEER, L.S.O.
 QUINCY SENNER AN 6962

GRAPHIC SCALE
 1" = 50' 0"

RECORD PLAT
 WALWORTH JUNCTION
 SECTION-31, TOWN-4, FRANCE-2
 COLUMBIA TOWNSHIP, CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.
 Civil Engineering + Surveying
 8111 Chestnut Road, Suite 200
 Cincinnati, Ohio 45244
 513-555-5717
 www.aberacrombie-associates.com

10-4-19
 J.C.
 D.P.
 1" = 50'

WALWORTH JUNCTION

SEAL OF CINCINNATI
 STEPHEN GULLER
 THE
 CLERK OF THE
 BOARD OF
 COMMISSIONERS
 4-13-20

EXHIBIT D

ESTIMATED ASSESSMENTS

A <u>Assessed Lands Lot Number</u> (lot number references refer to the numbered lots within the Walworth Junction Subdivision Plat shown in Exhibit C above)	B <u>Aggregate Special Assessment</u>	C <u>Special Assessment By Lot (B / 38)</u>	D <u>Semi-Annual Installment of Special Assessment (C / 30)</u> (i.e., this amount is to be paid 30 times over a 15 year period commencing with the payment of the first installment of the tax year 2021 tax bill)
1	\$5,700,000	\$150,000	\$5000.00
2	\$5,700,000	\$150,000	\$5000.00
3	\$5,700,000	\$150,000	\$5000.00
4	\$5,700,000	\$150,000	\$5000.00
5	\$5,700,000	\$150,000	\$5000.00
6	\$5,700,000	\$150,000	\$5000.00
7	\$5,700,000	\$150,000	\$5000.00
8	\$5,700,000	\$150,000	\$5000.00
9	\$5,700,000	\$150,000	\$5000.00
10	\$5,700,000	\$150,000	\$5000.00
11	\$5,700,000	\$150,000	\$5000.00
12	\$5,700,000	\$150,000	\$5000.00
13	\$5,700,000	\$150,000	\$5000.00
14	\$5,700,000	\$150,000	\$5000.00
15	\$5,700,000	\$150,000	\$5000.00
16	\$5,700,000	\$150,000	\$5000.00
17	\$5,700,000	\$150,000	\$5000.00
18	\$5,700,000	\$150,000	\$5000.00
19	\$5,700,000	\$150,000	\$5000.00
20	\$5,700,000	\$150,000	\$5000.00

21	\$5,700,000	\$150,000	\$5000.00
22	\$5,700,000	\$150,000	\$5000.00
23	\$5,700,000	\$150,000	\$5000.00
24	\$5,700,000	\$150,000	\$5000.00
25	\$5,700,000	\$150,000	\$5000.00
26	\$5,700,000	\$150,000	\$5000.00
27	\$5,700,000	\$150,000	\$5000.00
28	\$5,700,000	\$150,000	\$5000.00
29	\$5,700,000	\$150,000	\$5000.00
30	\$5,700,000	\$150,000	\$5000.00
31	\$5,700,000	\$150,000	\$5000.00
32	\$5,700,000	\$150,000	\$5000.00
33	\$5,700,000	\$150,000	\$5000.00
34	\$5,700,000	\$150,000	\$5000.00
36	\$5,700,000	\$150,000	\$5000.00
37	\$5,700,000	\$150,000	\$5000.00
38	\$5,700,000	\$150,000	\$5000.00
39	\$5,700,000	\$150,000	\$5000.00

9910572.3

P E T I T I O N

TO THE COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, **JNB Custon Homes, LLC**, an Ohio limited liability company, **Jay and Lisa Silverthorne**, husband and wife, **Ollinger Holdings LLC**, an Ohio limited liability company, **O'Daniel, LLC**, an Ohio limited liability company, **Frazier Custom Homes, LLC**, an Ohio limited liability company, **Cary and Patricia Belyea**, husband and wife, **11503 Springfield Pike LLC**, an Ohio limited liability company, and **East End Development LLC**, an Ohio limited liability company (collectively, the "*Owner*") represents and warrants that it is, on the date of this Petition and on the date of submission of this Petition to the Council of the City of Cincinnati ("*City Council*"), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference, less lot 35 which is not the subject of this petition ("*Property*"), and that the Property includes one hundred percent (100%) of the area and lots and lands benefited by and to be assessed for the improvements hereinafter described ("*Assessed Lands*").

Petition for Public Improvements. The Owner (together with its grantees or transferees, and its and their successors and assigns as owners of any of the lots and lands included in the Assessed Lands, "*Owners*"), hereby respectfully petitions this City Council for the public improvements described in Exhibit B attached hereto, which Exhibit is incorporated herein by this reference (collectively, "*Public Infrastructure Improvements*"), as the same are further described and detailed in the plans, specifications, profiles and estimates of cost (collectively, "*Plans*") filed in the office of the Clerk of Council of the City of Cincinnati ("*City*") prior to or concurrently with the filing of this Petition.

Assessed Lands. The Assessed Lands shall solely include lots 1 through 34 and 36 through 39 included within the Property as depicted in Exhibit C attached hereto, and shall exclude lot 35 and the real property dedicated as right-of-way for the Public Infrastructure Improvements and the common areas not included in lots 1 through 39, each as depicted in Exhibit C ("*Excluded Properties*").

Costs to be Assessed; Period of Assessment. The undersigned further requests, on behalf of the Owners, that 100% of the total assessable cost of the Public Infrastructure Improvements, determined subject to and as further described herein and in the Plans ("*Assessable Cost*"), be assessed upon the lots and lands constituting the Assessed Lands, with such assessments ("*Special Assessments*") to be allocated and assessed to the Assessed Lands in proportion to the benefits received, as further described herein, and to be payable, when levied, semi-annually for not more than **fifteen (15)** years.

The Assessable Cost of the Public Infrastructure Improvements may include, if so elected by the City, any one or more of the following costs:

(a) all costs ("*Direct Costs*") incurred with respect to the design, engineering, acquisition, construction, installation and equipping of the Public Infrastructure Improvements including, without limitation, the following to the extent applicable: (i) the purchase price of real estate or any interest therein when acquired by purchase; (ii) the cost of preliminary and other surveys and designs; (iii) the cost of preparing plans, specifications, profiles, and estimates; (iv)

the cost of printing, serving, and publishing notices, resolutions, and ordinances; (v) the cost of all special proceedings; and (vi) the cost of labor and material, whether furnished by contract or otherwise, together with reasonable construction management fees; and

(b) all costs (“*Indirect Costs*”) incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Public Infrastructure Improvements including, without limitation, the following: (i) with respect to the issuing or servicing of any revenue, general obligation or other bonds (“*Bonds*”) that may be issued by the City, or the Port of Greater Cincinnati Development Authority (the “*Port*”) under an agreement with the City, in anticipation of collection of the Special Assessments (whether or not also issued in anticipation of other revenues) or otherwise, to finance the Public Infrastructure Improvements (or to refund Bonds previously issued to finance the Public Infrastructure Improvements or refund prior Bonds), subject to the limitations established in the ordinance levying the assessments (or such other ordinances as may be applicable), together with any bond service charges or other like charges, administrative expenses and transaction costs, including by way of example and not of limitation, the following: (A) interest on the Bonds at fixed or variable rates in effect from time to time; (B) costs of obtaining, maintaining or reimbursing payments under letters of credit or other credit enhancement facilities issued to secure payments relating to the Bonds; (C) reserve funds, replenishment of reserve funds, and payment of costs of letters of credit or surety bonds obtained in lieu of funding a reserve fund, or reimbursement of draws thereunder, but subject to the limitation included in this Petition; (D) the fees and expenses of a qualified corporate bond trustee for the Bonds, if applicable; (E) all usual and customary costs of issuance fees, charges and expenses and administrative charges by the City in connection with the issuance of the Bonds, the imposition of the Special Assessments and the implementation of the Public Infrastructure Improvements; and (F) any other usual and customary fees and administrative expenses incurred by the City, the Port, or a trustee in connection with the issuance, servicing or enforcement of the Bonds, the payment of bond service charges or other like charges or the collection and enforcement of the Special Assessments; (ii) without limiting the Owners’ waiver of the same, the total amount of damages, resulting from the Public Infrastructure Improvements, assessed in favor of any owner of lands affected by the Public Infrastructure Improvements and interest thereon; (iii) the cost incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments, including reasonable administrative and legal expenses incurred by reason of the Public Infrastructure Improvements, the financing thereof, or the Special Assessments; and (iv) incidental costs, including reasonable administrative and legal expenses, directly connected with the Public Infrastructure Improvements;

All together with interest thereon, administrative expenses with respect thereto and other allowable costs of the Public Infrastructure Improvements, as provided in Chapter 727 of the Ohio Revised Code (“*Assessment Act*”);

Estimated Assessments. In connection with this Petition and in furtherance of the purposes hereof, the Owner acknowledges that it has reviewed the Plans, including the estimated costs of the Public Infrastructure Improvements (including any debt service relating thereto), prepared by Abercrombie & Associates, Inc., and now on file with the Clerk of Council. In connection with this Petition and in furtherance of the purposes hereof, the Owner further acknowledges that it has reviewed the estimated Special Assessments to be levied for the Public Infrastructure Improvements, including all estimated costs to be included therein which are now

on file with the Clerk of Council, and acknowledges and agrees that the estimated Special Assessments have been determined in accordance with this Petition.

Benefit. The undersigned Owner acknowledges and agrees that the Special Assessments as contemplated herein do not exceed the benefit to be received by the Assessed Lands as a result of the Public Infrastructure Improvements. The undersigned Owner further acknowledges and agrees, in consideration of the construction of the Public Infrastructure Improvements by or on behalf of the City, that no property in the City, other than the Property, will receive special benefits from the Public Infrastructure Improvements, and requests that the amount that would have been assessed on any other property in the City, except for the absence of any special benefit to that other property, be assessed upon the Assessed Lands, and that the balance of the total costs of the Public Infrastructure Improvements to be assessed by the City be assessed on the Assessed Lands.

Acknowledgments, Consents and Waivers. The undersigned Owner consents and requests that the Special Assessments be levied and collected without limitation as to the value of the property assessed and hereby waives any and all rights, benefits, and privileges specified by the Assessment Act, including by Ohio Revised Code Sections (“*ORC §§*”) 727.03 and 727.06 or by any other section thereof restricting said assessments to thirty-three and one-third percent (33-1/3%) of the actual improved value of said lots and lands as enhanced by the Public Infrastructure Improvements made or to be made, or under ORC §727.04 or any other section thereof limiting assessments for re-improvements where an assessment has been levied and paid previously. The undersigned further waives any and all damages or claims for damages of whatsoever kind, character or description growing out of or resulting from the Public Infrastructure Improvements or the making thereof including, by way of example and not of limitation, all rights, benefits, and privileges which are specified by ORC §§727.18 through 727.22, inclusive, and ORC §727.43.

The undersigned Owner further waives all notices and procedures required for the making of the Public Infrastructure Improvements or the imposition of the Special Assessments, including (by way of example and not of limitation) notice of the adoption of the resolution of necessity and the filing of estimated assessments, the equalization of the estimated assessments, any increase in the cost of labor and materials or financing-related costs over the estimated cost thereof, and the passage of the assessing ordinance, and including (also by way of example and not of limitation) such notices as are authorized and required by ORC §§727.13, 727.16, 727.17, 727.24 and 727.26. The undersigned Owner further waives the strict construction of proceedings specified by ORC §727.40 and expressly agrees that the proceedings shall be liberally construed in all respects to support the imposition and collection of the Special Assessments in the amounts levied pursuant to this Petition; waives the lapse or waiver of the lien of the Special Assessments after two years as specified by ORC §727.34, and expressly agrees, as a covenant running with the land and to be further evidenced by the declaration referred to and to be recorded as described below, that such lien does and shall continue in force so long as any of the Special Assessments remain on the tax list uncollected; and waives any and all irregularities and defects in the proceedings for the imposition of the Special Assessments and such lien.

The undersigned Owner, on behalf of itself and any other Owners from time to time, hereby waives any other procedural or other requirements with respect to the imposition of special assessments to the extent any such requirement would (i) be inconsistent with or in

addition to the procedures described in this Petition or (ii) if not met, result in the invalidity or illegality of all or a portion of the Special Assessments.

Covenants of Owners. In consideration of the special benefits conferred by the Public Infrastructure Improvements, the undersigned Owner covenants and agrees that it will (so long as it is an Owner of Assessed Lands), and that each other Owner will, pay promptly all Special Assessments levied against those Assessed Lands owned by such Owner as they come due and before they become delinquent, and further agrees that the determination by the City Council of the Special Assessments to be imposed against the Assessed Lands will be final, conclusive and binding upon each and all of the Assessed Lands and each such Owner (except as may be subsequently amended by the City Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Bonds remain outstanding, upon the transfer of any of the Assessed Lands or any portion thereof to any transferee: (a) to disclose the existence of any outstanding Special Assessments for the Public Infrastructure Improvements, (b) to pay or cause to be paid prior to any such transfer, as a condition to the effectiveness of the delivery of any deed or instrument of transfer, all Special Assessments then or theretofore due and payable with respect to the Assessed Lands to be transferred, and (c) to require that each such transferee agree to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations; provided that recording of a declaration against all of the Assessed Lands making such disclosures, imposing such obligations and providing for the waiver by any transferee of any rights that the undersigned Owner has waived pursuant to this Petition, shall constitute full satisfaction of the requirements of clauses (a) and (c) of this sentence. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid and the Bonds remain outstanding, the deed or instrument of transfer to any transferee shall provide for (i) the acquisition of such property subject to any outstanding Special Assessments imposed on such property and for the waiver by such transferee of any rights that the undersigned Owner has waived pursuant to this Petition and (ii) the requirement that each transferee from time to time of any of the Assessed Lands covenant to include in the deed or instrument of transfer to any subsequent transferee the conditions described in clause (i) of this sentence so long as any such Special Assessments remain unpaid and the Bonds remain outstanding; provided, that if a declaration conforming to the requirements of this Petition shall have been recorded with respect to all of the Assessed Lands, the deed or instrument of transfer may instead make specific reference to that declaration. For purposes of this Petition, the term “*transfer*” shall include any transfer or assignment of either the controlling voting interest, or of all or substantially all of the economic interest, in any entity formed for the purpose of owning (or otherwise owning) one or more parcels included in the Assessed Lands as all or a substantial part of the assets of such entity, but excluding a collateral assignment for security purposes only.

Apportionment of Special Assessments. Owner hereby certifies that the special benefits attributable to the Public Infrastructure Improvement will inure to the future owners of each lot equally. Therefore, subject to applicable law, the Special Assessments shall be apportioned equally to each lot within the Assessed Lands, as shown in Exhibit D.

Additional Agreements and Waivers of Owners: The undersigned Owner understands and requests that the Special Assessments be collected semi-annually to pay debt service and other related costs of the Bonds (and any related Bond Obligations) issued to pay costs of the

Public Infrastructure Improvements. The undersigned Owner hereby waives its right to receive notice of the Special Assessments and further waives its right to pay the Special Assessments in cash prior to certification of the Special Assessments to the County Auditor. To the extent, if any, not included above, the undersigned Owner further waives any and all irregularities and defects in the proceedings for the Special Assessments, the issuance of the Bonds, and the certification, collection and enforcement of the Special Assessments and the lien thereof.

The undersigned Owner further consents and agrees that all legislation required to be enacted to permit the Public Infrastructure Improvements to commence immediately be enacted at one City Council meeting, including the resolution of necessity specified in Section 727.12 of the Revised Code, the ordinance to proceed specified in Section 727.23 of the Revised Code and the assessing ordinance specified in Section 727.25 of the Revised Code, and further consents and requests that the Special Assessments shall be levied and may be collected before the actual cost of the Public Infrastructure Improvements is ascertained. The Owner, and each of the Owners, specifically agrees that it will not contest, in a judicial or administrative proceeding the Special Assessments levied against the Assessed Lands for the Public Infrastructure Improvements.

Petition Binds all Future Owners. Whether or not expressly stated herein, each and every covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition made by the undersigned Owner is and shall constitute a covenant running with the Assessed Lands, made for and on behalf of each Owner from time to time of any and all of the Assessed Lands, and each of their successors and assigns, as if each such Owner (or successor or assign) had owned the Assessed Lands on the dates of this Petition and its submission to City Council, and had joined in the execution hereof. The undersigned Owner hereby acknowledges and affirms, for itself and on behalf of each Owner from time to time, that (i) it intends that the City rely on each covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition, and (ii) if the City elects to levy the Special Assessments and otherwise take the actions contemplated hereby, that the City is acting in consideration of each such covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition.

Declaration. The undersigned Owner further covenants and agrees to sign and deliver a declaration or other instrument, in form satisfactory to the City, acknowledging the imposition and lien of the Special Assessments against the Assessed Lands, the amounts of the Special Assessments levied on the Assessed Lands, the period during which the Special Assessments are expected to be due and payable and the other matters referred to herein, for recording in the Official Records of Hamilton County, Ohio at or prior to the issuance of the Bonds, and to cause the holder of any existing liens on the Property to expressly join in that declaration for the purpose of expressly subordinating its lien to the lien of the Special Assessments.

Authority to Sign. The undersigned signatory represents and warrants that he has full right and authority to sign this Petition and no other signatures or approvals are required.

[Signature Page Follows]

LOT 23 OWNER:

JNB Custom Homes, LLC

By: _____
Name: John Boyle
Its: owner

Dated: September 8, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by John Boyle, owner of JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022

LOT 28 OWNER:

JAY AND LISA SILVERTHORNE

By: *Jay Silverthorne*
Jay Silverthorne

By: *Lisa Silverthorne*
Lisa Silverthorne

Dated: September 11, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 11 day of September, 2020 by Jay and Lisa Silverthorne, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 30 OWNER:

OLINGER HOLDINGS LLC

By: _____
Name: Brad Olinger
Its: OWNER

Dated: Sept 8, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by Brad Olinger, Owner of Olinger Holdings LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 34 OWNER:

O'DANIEL, LLC

By: Quinn O'Daniel
Name: Quinn O'Daniel
Its: member

Dated: 9-8, 2020

STATE OF ~~OHIO~~ Kentucky)
COUNTY OF ~~HAMILTON~~ Boone)

The foregoing instrument was acknowledged before me this 8 day of September, 2020 by Quinn O'Daniel, member of O'Daniel, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Sara Sterling #628854
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES August 27, 2023

Sara Sterling
Notary Public
My commission expires: _____

[This page reserved.]

LOT 36 OWNER:

FRAZIER CUSTOM HOMES, LLC

By: *AF*
Name: ANDRE FRAZIER
Its: President

Dated: 9-8, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by Andre Frazier, President of Frazier Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 37 OWNER:

CARY AND PATRICIA BELYEA

By: Cary Belyea
Cary Belyea

By: Patricia M. Belyea
Patricia Belyea

Dated: Sept. 15, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 15th day of September, 2020 by Cary Belyea and Patricia Belyea, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Aaron A. Foster
Notary Public
My commission expires: 8-12-23



AARON A. FOSTER
Notary Public, State of Ohio
My Commission Expires 08-12-2023

LOT 39 OWNER:

11503 SPRINGFIELD PIKE LLC

By: Edward W. Wolterman
Name: EDWARD W. WOLTERMAN
Its: OWNER

Dated: 09-09, 2020, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 9 day of September, 2020 by Edward W. Wolterman, Owner of 11503 Springfield Pike LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOTS 1-27,29, 31-33, 38
And O.S. Parcels A & B OWNER:

EAST END DEVELOPMENT LLC

By: Thomas J. Ackermann
Name: THOMAS J. ACKERMANN
Its: MANAGING MEMBER

Dated: SEPTEMBER 4TH, 2020

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 4 day of September, 2020 by Thomas J. Ackermann, Managing Member of East End Development LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-22-2022

EXHIBIT A

DESCRIPTION OF PROPERTY

Situate in Section 31, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot Numbers 1-39, inclusive and Open Space Parcels A and B of Walworth Junction Subdivision as recorded in Plat Book 480, Pages 29 - 31 of the Hamilton County, Ohio Records.

Lot 1 Parcel No. 031-0002-0114
Lot 2 Parcel No. 031-0002-0115
Lot 3 Parcel No. 031-0002-0116
Lot 4 Parcel No. 031-0002-0117
Lot 5 Parcel No. 031-0002-0118
Lot 6 Parcel No. 031-0002-0119
Lot 7 Parcel No. 031-0002-0120
Lot 8 Parcel No. 031-0002-0121
Lot 9 Parcel No. 031-0002-0122
Lot 10 Parcel No. 031-0002-0123
Lot 11 Parcel No. 031-0002-0124
Lot 12 Parcel No. 031-0002-0125
Lot 13 Parcel No. 031-0002-0126
Lot 14 Parcel No. 031-0002-0127
Lot 15 Parcel No. 031-0002-0128
Lot 16 Parcel No. 031-0002-0129
Lot 17 Parcel No. 031-0002-0130
Lot 18 Parcel No. 031-0002-0131
Lot 19 Parcel No. 031-0002-0132
Lot 20 Parcel No. 031-0002-0133

Lot 21 Parcel No. 031-0002-0134
Lot 22 Parcel No. 031-0002-0135
Lot 23 Parcel No. 031-0002-0136
Lot 24 Parcel No. 031-0002-0137
Lot 25 Parcel No. 031-0002-0138
Lot 26 Parcel No. 031-0002-0139
Lot 27 Parcel No. 031-0002-0140
Lot 28 Parcel No. 031-0002-0141
Lot 29 Parcel No. 031-0002-0142
Lot 30 Parcel No. 031-0002-0143
Lot 31 Parcel No. 031-0002-0144
Lot 32 Parcel No. 031-0002-0145
Lot 33 Parcel No. 031-0002-0146
Lot 34 Parcel No. 031-0002-0147
Lot 35 Parcel No. 031-0002-0148
Lot 36 Parcel No. 031-0002-0149
Lot 37 Parcel No. 031-0002-0150
Lot 38 Parcel No. 031-0002-0151
Lot 39 Parcel No. 031-0002-0152
O. S. "A" Parcel No.
O. S. "B" Parcel No.

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following public improvements:

Approximately 1,635 lineal feet of roadway, along with commensurate curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer.

Remediation of soil in the new public right of way (including testing the area, excavating contaminated soil, and having the contaminated soil shipped to an off site approved EPA landfill).

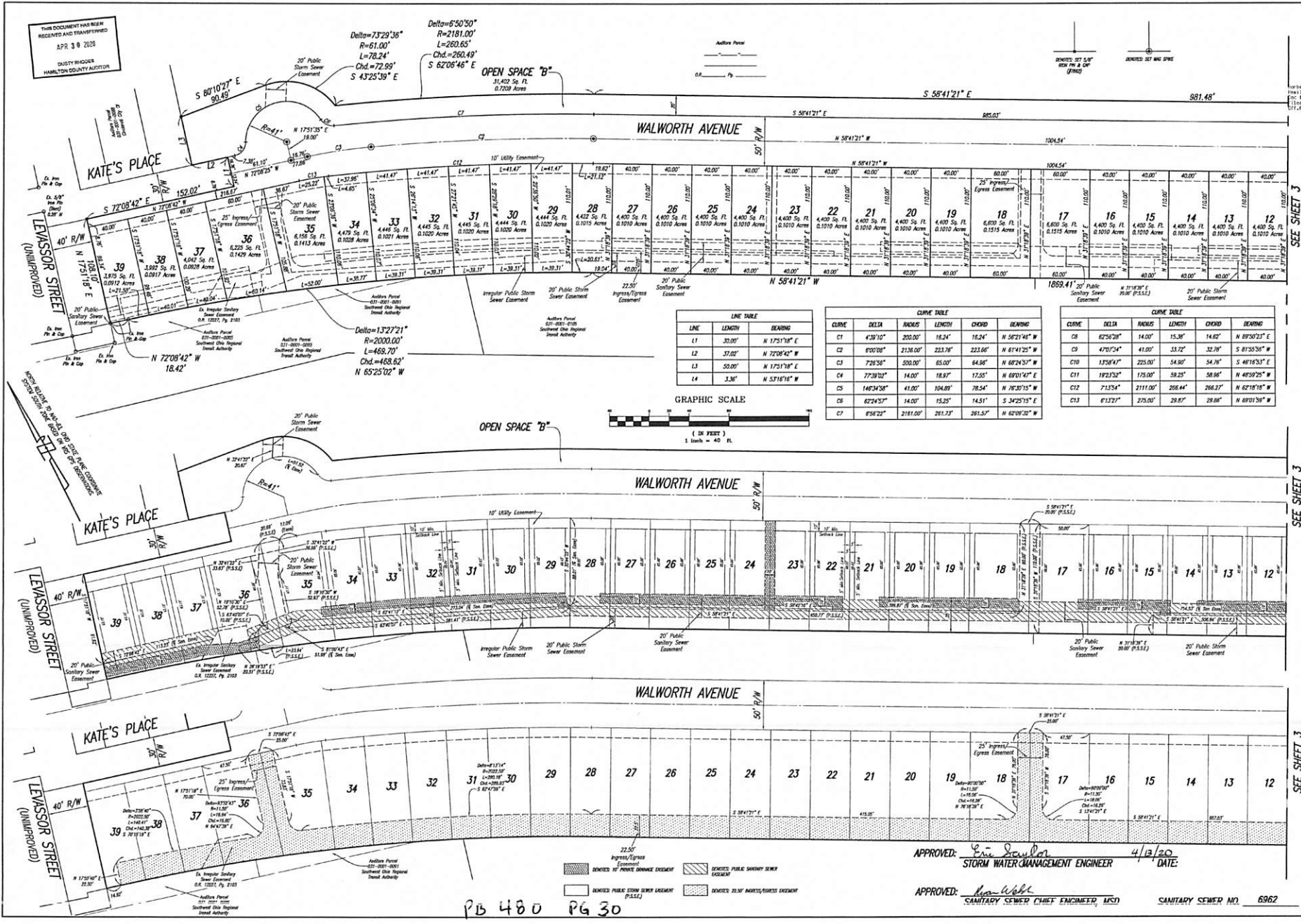
Installation of retaining walls to provide structural retaining for uphill City of Cincinnati Park Board property that is immediately adjacent to the new public right of way. All related geotechnical investigation, engineering, and inspection services related to the design and installation of these walls.

Acquisition of land necessary to construct the foregoing.

EXHIBIT C
DEPICTION OF THE PROPERTY

(SEE ATTACHED)

THIS DOCUMENT HAS BEEN RECEIVED AND TRANSMITTED APR 30 2020 DUSTY BRIDGES HAMILTON COUNTY AUDITOR



Delta=6°50'50"
R=2181.00'
L=61.00'
Chd.=260.65'
S 62°08'46" E

Delta=13°27'21"
R=2000.00'
L=459.70'
Chd.=468.62'
N 65°25'02" W

LINE TABLE

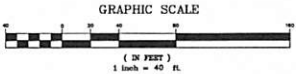
LINE	LENGTH	BEARING
L1	30.00'	N 17°51'38" E
L2	37.00'	N 72°08'42" W
L3	50.00'	N 17°51'38" E
L4	3.36'	N 57°16'16" W

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	4°30'10"	300.00'	16.24'	16.24'	N 56°21'44" W
C2	6°00'00"	2136.00'	223.76'	223.66'	N 81°41'25" W
C3	7°28'36"	300.00'	65.00'	64.96'	N 68°24'57" W
C4	77°39'02"	14.00'	18.97'	17.55'	N 69°01'40" E
C5	146°34'38"	41.00'	104.89'	78.54'	N 78°30'15" E
C6	62°24'52"	14.00'	15.25'	14.51'	S 34°25'15" E
C7	6°58'22"	2181.00'	261.73'	261.57'	N 62°09'02" W

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C8	62°56'28"	14.00'	15.36'	14.62'	N 69°50'23" E
C9	47°01'24"	41.00'	53.72'	52.76'	S 87°55'56" W
C10	17°58'41"	225.00'	54.90'	54.76'	S 46°16'53" E
C11	19°23'24"	175.00'	59.25'	58.96'	N 49°59'29" W
C12	7°13'54"	2111.00'	268.44'	268.27'	N 62°18'18" W
C13	6°13'22"	275.00'	29.87'	29.68'	N 69°01'58" W



APPROVED: *E. J. Sawyer* 4/18/20 DATE:
STORM WATER MANAGEMENT ENGINEER

APPROVED: *Ken Webb*
SANITARY SEWER CHIEF ENGINEER, LISC

SANITARY SEWER NO. 6962

PB 480 PG 30



Hamilton County Auditor's Office
100 North Main Street
Cincinnati, OH 45202
513.263.1111

RECORD PLAT
WALWORTH JUNCTION
SECTION-31, TOWN-4, RANGE-2
COLUMBIA TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

DATE: 10-4-19
DRAWN BY: J.C.
CHECKED BY: D.P.
SCALE: 1" = 50'

RECORD PLAT
WALWORTH JUNCTION
SECTION-31, TOWN-4, RANGE-2
COLUMBIA TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

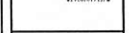
Abercrombie & Associates, Inc.
Civil Engineering & Surveying
6111 Glenway Road, Suite 200
Cincinnati, OH 45247
513.851.5777
www.aberconline.com

THIS DOCUMENT HAS BEEN RECEIVED AND RECORDED IN THE OFFICE OF THE CLERK OF COURTS HAMILTON COUNTY, OHIO

Delta=49°38'03"
R=51.00'
L=52.84'
Chd.=51.21'
N 85°41'34" E



Hamilton County, Ohio
11/11/2010
10:54:00 AM
11/11/2010 10:54:00 AM
11/11/2010 10:54:00 AM



WALWORTH JUNCTION

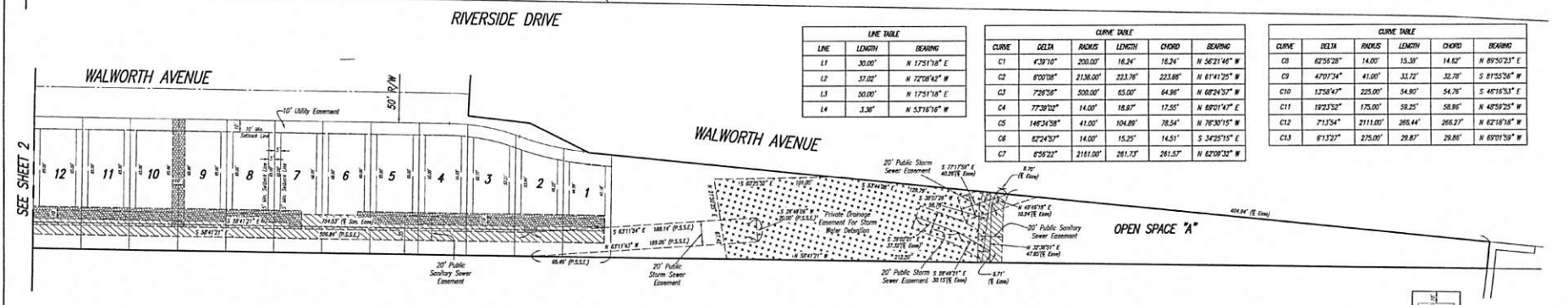
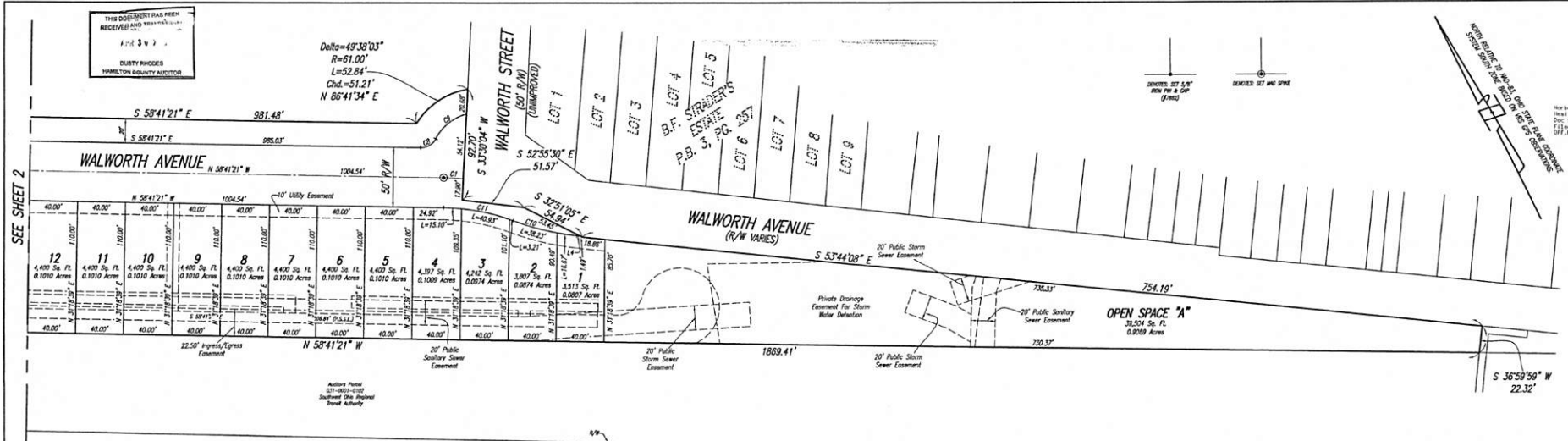
10-4-19
J.C.
D.P.
1" = 50'

RECORD PLAT
WALWORTH JUNCTION
SECTION-31, TOWN-4, FRANGE-2
COLUMBA TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
1411 Oxford Road, Suite 200
Cincinnati, Ohio 45202
616.333.7377
www.aberconline.com

APPROVED: *Eric J. Dowler* 4-13-20
STORM WATER MANAGEMENT ENGINEER DATE:
APPROVED: *Sam White*
SANITARY SEWER CHIEF ENGINEER, MSD
SANITARY SEWER NO. 6962

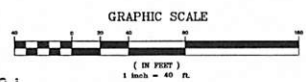
17-0130 7 3



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	N 175°17'0" W
L2	37.00'	N 72°08'42" W
L3	50.00'	N 175°18'0" W
L4	3.30'	N 57°16'16" W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	42°39'00"	200.00'	16.24'	16.24'	N 56°21'48" W
C2	87°07'00"	2136.00'	223.70'	223.66'	N 67°14'25" W
C3	72°28'58"	500.00'	65.00'	64.96'	N 68°24'53" W
C4	77°30'02"	14.00'	18.87'	17.25'	N 69°01'47" E
C5	148°34'58"	41.00'	104.89'	78.54'	N 76°30'15" E
C6	82°24'53"	14.00'	15.25'	14.51'	S 34°25'15" E
C7	87°52'21"	2181.00'	261.73'	261.57'	N 67°09'32" W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C8	82°55'28"	14.00'	15.30'	14.62'	N 89°50'23" E
C9	47°07'34"	41.00'	33.72'	32.70'	S 81°55'56" W
C10	125°04'34"	225.00'	54.80'	54.70'	S 48°15'31" E
C11	192°33'52"	175.00'	58.25'	58.85'	N 45°59'25" W
C12	71°13'54"	2111.00'	265.44'	265.27'	N 67°18'18" W
C13	61°13'27"	275.00'	29.87'	29.85'	N 69°01'59" W



- INDICATES 10' PRIVATE DRAINAGE EASEMENT
- INDICATES PUBLIC SANITARY SEWER EASEMENT
- INDICATES PRIVATE DRAINAGE FOR STORM WATER DETENTION
- INDICATES PUBLIC STORM SEWER EASEMENT (P.S.S.E.)
- INDICATES 22.50' INFRASTRUCTURE EASEMENT
- INDICATES 22.50' PRIVATE ADDRESS EASEMENT

PB 400 PG 31

EXHIBIT D

ESTIMATED ASSESSMENTS

<p align="center">A</p> <p align="center"><u>Assessed Lands Lot Number</u> (lot number references refer to the numbered lots within the Walworth Junction Subdivision Plat shown in Exhibit C above)</p>	<p align="center">B</p> <p align="center"><u>Aggregate Special Assessment</u></p>	<p align="center">C</p> <p align="center"><u>Special Assessment By Lot (B / 38)</u></p>	<p align="center">D</p> <p align="center"><u>Semi-Annual Installment of Special Assessment (C / 30)</u> (i.e., this amount is to be paid 30 times over a 15 year period commencing with the payment of the first installment of the tax year 2021 tax bill)</p>
1	\$5,700,000	\$150,000	\$5000.00
2	\$5,700,000	\$150,000	\$5000.00
3	\$5,700,000	\$150,000	\$5000.00
4	\$5,700,000	\$150,000	\$5000.00
5	\$5,700,000	\$150,000	\$5000.00
6	\$5,700,000	\$150,000	\$5000.00
7	\$5,700,000	\$150,000	\$5000.00
8	\$5,700,000	\$150,000	\$5000.00
9	\$5,700,000	\$150,000	\$5000.00
10	\$5,700,000	\$150,000	\$5000.00
11	\$5,700,000	\$150,000	\$5000.00
12	\$5,700,000	\$150,000	\$5000.00
13	\$5,700,000	\$150,000	\$5000.00
14	\$5,700,000	\$150,000	\$5000.00
15	\$5,700,000	\$150,000	\$5000.00
16	\$5,700,000	\$150,000	\$5000.00
17	\$5,700,000	\$150,000	\$5000.00
18	\$5,700,000	\$150,000	\$5000.00
19	\$5,700,000	\$150,000	\$5000.00
20	\$5,700,000	\$150,000	\$5000.00

21	\$5,700,000	\$150,000	\$5000.00
22	\$5,700,000	\$150,000	\$5000.00
23	\$5,700,000	\$150,000	\$5000.00
24	\$5,700,000	\$150,000	\$5000.00
25	\$5,700,000	\$150,000	\$5000.00
26	\$5,700,000	\$150,000	\$5000.00
27	\$5,700,000	\$150,000	\$5000.00
28	\$5,700,000	\$150,000	\$5000.00
29	\$5,700,000	\$150,000	\$5000.00
30	\$5,700,000	\$150,000	\$5000.00
31	\$5,700,000	\$150,000	\$5000.00
32	\$5,700,000	\$150,000	\$5000.00
33	\$5,700,000	\$150,000	\$5000.00
34	\$5,700,000	\$150,000	\$5000.00
36	\$5,700,000	\$150,000	\$5000.00
37	\$5,700,000	\$150,000	\$5000.00
38	\$5,700,000	\$150,000	\$5000.00
39	\$5,700,000	\$150,000	\$5000.00

9910572.3



202002053

Greg Landsman
Councilmember

October 21, 2020

MOTION: LEGAL AND OTHER SUPPORTS TO ASSIST LOW-INCOME RESIDENTS

Cincinnatians continue to face extreme financial uncertainty. A staggering number of children and families are having to face legal issues, such as eviction, without the necessary funds for desperately needed legal services.

We are in a position to do more, and we should.

For example, the City has invested significantly in a first-ever Eviction Prevention Fund, which provides emergency rental assistance to children and families throughout Cincinnati. ProjectLift and CARES Act funding has also enabled many of our partners to provide emergency rental assistance. However, a critical component of meeting this need is that these tenants have legal services to offer a defense in an eviction suit and to work out settlements with landlords utilizing the eviction prevention dollars. Eviction defense is just one of the many legal needs that have increased because of the pandemic, all while our low-income families are facing increased financial challenges.

As such, **WE MOVE** that the Administration invest \$389,000 in remaining CARES ACT resources in an effort to provide increased access to legal services for low-income residents, including eviction prevention services.

This investment will allow us to ensure millions of dollars in eviction prevention funding gets to tenants as efficiently and effectively as possible, that more tenants that need legal support can access that support in order to keep children and families in their homes, and that low-income families will have the legal services they need to face these unprecedented times.

Councilmember Greg Landsman

EMERGENCY

City of Cincinnati

LES *AWB*

An Ordinance No. _____ - 2020

AUTHORIZING the reallocation of \$11,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 which was formerly designated for increased Census outreach efforts to be redesignated for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020; and further **AUTHORIZING** the designation of \$1,500 from the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

WHEREAS, City Council is collaborating with Cincinnati Metro and various stakeholders to propose and implement a fare-free day for Cincinnati Metro on Election Day 2020; and

WHEREAS, Cincinnati Metro estimates that a fare-free day would require forfeiting approximately \$30,000 in fares; and

WHEREAS, the identified funding of \$11,000 in the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 and \$1,500 in the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 will be used to support the fare-free day with the remainder of the funding coming from other external sources; now therefore,

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

Section 1. That the sum of \$11,000 shall be reallocated within the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 from Census outreach funding to provide partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

Section 2. That the sum of \$1,500 currently appropriated in the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 is hereby designated for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding to support a “Fare Free Day” for Cincinnati Metro on Election Day 2020.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

202022057

Date: October 22, 2020

To: Councilmember P.G. Sittenfeld
From: Andrew W. Garth, Interim City Solicitor *AWG*
Subject: **Emergency Ordinance – Cincinnati Metro Fare Free Day Election Day 2020**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the reallocation of \$11,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 which was formerly designated for increased Census outreach efforts to be redesignated for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020; and further **AUTHORIZING** the designation of \$1,500 from the Other City Obligations non-departmental account non-personnel operating budget account no. 050x959x7200 for the purpose of providing partial funding to support a “Fare Free Day” for Cincinnati Metro on Election Day, November 3, 2020.

AWG/LES/(lnk)
Attachment
324927