



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, September 20, 2023

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Cincinnati Accessibility Board of Advisors

1. [202302012](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Sgt. Deon Mack to the Cincinnati Accessibility Board of Advisors as the First Responder representative, for a term expiring December 31st, 2024. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/African American)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

MS. KEARNEY

2. [202302018](#) **RESOLUTION**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Alfonso Cornejo as a 2023 Hispanic Heritage Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his contributions to the City of Cincinnati through his leadership as President of the Hispanic Chamber Cincinnati, USA.

Recommendation PASS

Sponsors: Kearney

3. [202302003](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Auburn Avenue at Dorchester Avenue in the Mount Auburn neighborhood shall hereby receive the honorary, secondary name of "Carl B. Westmoreland Way" in honor of Carl B. Westmoreland and in recognition of his contributions to the Cincinnati community along with his service in historic research and advocacy for civil rights.

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Kearney

MR. CRAMERDING

MR. WALSH

4. [202302026](#) **MOTION**, submitted by Councilmembers Cramerding and Walsh, **WE MOVE** that the Administration provide a report about the process and historic timeline of creating, vetting, and sending out Contracts with entities who are receiving financial support from the City. Support includes but is not limited to NBDIP, NOFA, TIF funding, tax abatements, and leverage funding support. This report should detail a typical timeline from when these contracts are first brought to the administration to when they are executed. (STATEMENT ATTACHED)

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: Cramerding and Walsh

MS. OWENS**MS. KEARNEY**

5. [202302037](#) **MOTION**, submitted by Councilmember Owens and Vice Mayor Kearney, **WE HEREBY MOVE** for the City Administration to prepare a report within the next thirty (30) days on the guidelines around the implementation of green infrastructure and climate adaptive elements to existing infrastructure projects done from the proceeds of the sale of the Cincinnati Southern Railway to Norfolk Southern, pending approval from the voters of Cincinnati on November 7th, 2023. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

Sponsors: Owens and Kearney

CITY MANAGER

6. [202302001](#) **REPORT**, dated 9/20/2023 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for AJM Discount Shop LLC, DBA AJM Discount Shop, 4533 W 8th Street. (0084340, C1, New) [Objections: None]

Recommendation FILE

Sponsors: City Manager

7. [202302002](#) **REPORT**, dated 9/20/2023 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for El Mercado Gigante LLC, El Mercado Gigante, 6717 Vine Street. (#2493925, C1, New) [Objections: None]

Recommendation FILE

Sponsors: City Manager

8. [202302004](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/20/2023, **AUTHORIZING** the City Manager to execute a Property Sale Agreement with The Sawyer Place Company, pursuant to which the City will vacate and convey a portion of an unnamed alley designated as public right-of-way in the East End neighborhood of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

9. [202302005](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/20/2023, **AUTHORIZING** the City Manager to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and **AUTHORIZING** the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund 430.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

10. [202302010](#) **REPORT**, dated 9/20/2023, submitted Sheryl M. M. Long, City Manager, regarding City-owned facility PFAS Assessment. (DOC. #202300782)

Recommendation CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

Sponsors: City Manager

11. [202302011](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/20/2023, **AUTHORIZING** the City Manager to enter into the attached transfer agreements with the School Employees Retirement System of Ohio and the State Teachers Retirement System of Ohio to comply with Ohio Revised Code Sections 3307.762, 3307.763, 3307.764, 3309.74, 3309.75, and 3309.76.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

12. [202301964](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/7/2023, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with So Much Better, LLC, thereby authorizing an eight-year tax exemption for 100 percent of the value of improvements made to real property located at 635 Main Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 1,920 square feet of commercial space and 1,720 square feet of office space, at a total construction cost of approximately \$557,501.

Recommendation PASS EMERGENCY

Sponsors: City Manager

13. [202301986](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/13/2023, **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to accept donations of money and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 for the purpose of supporting Cincinnati Recreation Commission programming and services; **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to accept donations of money and in-kind contributions from the Cincinnati business community, individual

benefactors, and other appropriate sources valued individually at up to \$5,000 for the purpose of supporting Cincinnati Recreation Commission programming and services; and **AUTHORIZING** the Director of Finance to deposit donated funds accepted in accordance with these parameters into Contributions for Recreation Purposes Fund revenue account no. 319x8571.

Recommendation PASS EMERGENCY

Sponsors: City Manager

14. [202301992](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 9/13/2023, **MODIFYING** the provisions of Chapter 203, "Employees' Retirement System," of the Cincinnati Municipal Code by **AMENDING** Section 203-42, "Health Care Benefits," Section 203-43, "Health Care Benefits For Membership Dates Prior to January 9, 1997 and Retirement Effective Dates After January 1, 2016," Section 203-44, "Health Care Benefits For Membership Dates On and After January 9, 1997," and Section 203-48, "Health Care Benefits for Eligible Dependent Family Members," to implement policy changes made by the Cincinnati Retirement System Board and to clarify the parties entitled to health care benefits under Chapter 203.

Recommendation PASS

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

Sep 2023

APPOINTMENT

I hereby appoint Sgt. Deon Mack to the Cincinnati Accessibility Board of Advisors as the First Responder representative, for a term expiring December 31st, 2024. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval

DEON J. MACK

SUMMARY OF QUALIFICATIONS

16+ years professional experience in law enforcement. Extensive specialized training in all aspects of police investigation, including surveillance and drug operations. Experience in police security for large bank institutions, corporate events, and sporting & entertainment events. Ability to think clearly and act effectively in emergency situations, making sound and logical decisions quickly; good prioritizing and problem-solving abilities.

EDUCATIONAL BACKGROUND

Cincinnati Police Academy, State of Ohio Office of Attorney General (2002)
Bachelor of Science, Criminal Justice, University of Cincinnati, Cincinnati, Ohio (1999)
Associate of Art, Psychology, University of Cincinnati, Cincinnati, Ohio (1998)

PROFESSIONAL CERTIFICATION & AWARDS

- Cincinnati USA Regional Chamber Leadership Action Class 4 (2017-18)
- Urban League's Urban Leader Program Class 24 (2016-17)
- Street Crimes, John E. Reid & Associates (2008)
- DNA 16-Hour Training, Tri-State Regional Community Policing Institute (2007)
- Institute of Forensic Medicine, Toxicology and Criminalistics, Hamilton County Coroner (2007)
- Gunshot Residue Collection Training, Hamilton County Coroner's Lab (2005)
- Principles of Investigation 40-Hour Training, Cincinnati Police Academy 40-hr Training (2005)
- Advanced Detection, Apprehension, & Prosecution, Cincinnati Police Academy (2002)

PROFESSIONAL EXPERIENCE

- | | |
|---|-----------------------|
| City of Cincinnati | 2003 - present |
| <i>Law Enforcement Officer, District 1, Cincinnati, Ohio (2003 - present)</i> | |
| Respond to and investigate requests for police service. Responsible for appropriate deter, detect, and resolution of criminal activity, motor vehicle violations, and other situations requiring police service. Complete all required documentation including arrest and court paperwork, reports documenting crimes and other incidents, investigation reports, and other documentation of activity. Communicate with department members and citizens. Prepare for and perform at trial and other aspects of the court system. | |
| <ul style="list-style-type: none">▪ Selected among 82 Cincinnati Police Officers to be sworn in and serve at the Presidential Inauguration Event in Washington, D.C. working with other law enforcement officials from around the United States (2009).▪ Received personal commendation recognition for successful execution of a major police operation in Over-the-Rhine recovering illicit drugs, weapons, and drug paraphernalia (2004).▪ Managed police security for banks in downtown Cincinnati with over 25+ employees, professional sporting events with 50,000+ spectators, corporate event security with 100+ guests.▪ Uphold laws and codes of the State of Ohio and the City of Cincinnati. | |
| Hamilton County Prosecutors Office | 1999 - 2002 |
| <i>Victims Advocate, Cincinnati, Ohio</i> | |
| Responsible for proper preparation of victims/witnesses for trial and other aspects of the court system. | |
| <ul style="list-style-type: none">▪ Assisted the Assistant Hamilton County Prosecutor with case preparation and processing.▪ Accountable for complete and prompt notification of all continued court processing.▪ Collaborated and connected various agencies with the Hamilton County Prosecutors Office. | |
| Hamilton County Public Defender's Office | 1999 - 2003 |
| <i>Legal Screening Processor, Cincinnati, Ohio</i> | |
| Experience working in an established public defender office that provides services consistent with the HCP mission of excellence in the provision of legal services for indigent defendants and client-centered representation that respects the humanity and dignity of those accused of crimes. | |
| <ul style="list-style-type: none">▪ Screened 15+ clients daily by conducting interviews to determine qualification status for legal representation.▪ Prepared client files and records to assist in the delivery of criminal defense services at the trial level.▪ Experience in Municipal Court and Common Pleas Court.▪ Demonstrated commitment to working with clients in poverty and from diverse cultural backgrounds. | |

Date: September 20, 2023

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Resolution – Alfonso Cornejo Hispanic Heritage Month**

Transmitted herewith is resolution captioned as follows:

RECOGNIZING Alfonso Cornejo as a 2023 Hispanic Heritage Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his contributions to the City of Cincinnati through his leadership as President of the Hispanic Chamber Cincinnati, USA.

ESW/LES (Ink)
Attachment
389005

10/11

RESOLUTION NO. _____ - 2023

RECOGNIZING Alfonso Cornejo as a 2023 Hispanic Heritage Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his contributions to the City of Cincinnati through his leadership as President of the Hispanic Chamber Cincinnati, USA.

WHEREAS, Alfonso Cornejo was born and raised in Mexico, receiving his Bachelor of Science degree in chemical engineering from the University of Mexico; and

WHEREAS, Mr. Cornejo began his career as a chemical engineer for Procter and Gamble in Mexico, ultimately becoming plant manager and then head of human resources; and

WHEREAS, the Hispanic Chamber Cincinnati, USA was founded by James Harney, V. Anthony Simms-Howell, and Onnie Martin on March 19, 1996 under the name Ohio Tri-State Hispanic Chamber of Commerce; and

WHEREAS, In 2003, Mr. Cornejo was chosen to succeed Roberto Peraza as the fourth president and has served in this role for twenty years; and

WHEREAS, Mr. Cornejo leads the chamber in its work helping institutions engage with Hispanic-owned businesses in the Cincinnati Tri-State area and fostering the professional growth of Cincinnati's Hispanic residents; and

WHEREAS, Mr. Cornejo also serves on numerous boards including Cincinnati Public Radio, Hispanics Avanzando Hispanics, Interact for Health, and the Federal Reserve Bank of Cleveland; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize Alfonso Cornejo as a 2023 Hispanic Heritage Month honoree for his contributions to the Cincinnati community through his leadership as President of the Hispanic Chamber of Commerce.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Alfonso Cornejo through the office of Vice Mayor Jan Michele Kearney.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Vice Mayor Jan Michele Kearney

20230903

Date: September 13, 2023

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Emergency Ordinance – Honorary Street Naming of Carl B. Westmoreland Way**

Transmitted herewith is an emergency ordinance captioned as follows:

DECLARING that Auburn Avenue at Dorchester Avenue in the Mount Auburn neighborhood shall hereby receive the honorary, secondary name of “Carl B. Westmoreland Way” in honor of Carl B. Westmoreland and in recognition of his contributions to the Cincinnati community along with his service in historic research and advocacy for civil rights.

ESW/JRS (dmm)
Attachment
389005

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. _____ - 2023

DECLARING that Auburn Avenue at Dorchester Avenue in the Mount Auburn neighborhood shall hereby receive the honorary, secondary name of “Carl B. Westmoreland Way” in honor of Carl B. Westmoreland and in recognition of his contributions to the Cincinnati community along with his service in historic research and advocacy for civil rights.

WHEREAS, Carl Westmoreland was a leader in urban revitalization and preservation, from the grassroots community level to national and international arenas, and served as a pioneer for the larger preservation movement, especially African American historic preservation; and

WHEREAS, in 1967, Carl Westmoreland worked with the African American Mount Auburn community and other community individuals to form the Mount Auburn Good Housing Foundation to renovate damaged buildings throughout the community; and

WHEREAS, Carl Westmoreland was involved in the renovation of over 2,000 homes and businesses and further provided technical assistance to other non-profit housing groups in Cincinnati and more than ninety other cities throughout the United States; and

WHEREAS, Carl Westmoreland became the first African American Trustee of the National Trust for Historic Preservation, which led to his involvement in the Savannah Neighborhood Action Conference: Tenants and Landlords; and

WHEREAS, his work with the Savannah Neighborhood Action Conference: Tenants and Landlords brought together preservationists from all over the country to explore alternatives to deterioration and displacement in inner city neighborhoods and led to his nomination, in 1979, for the Rockefeller Foundation Award for Historic Preservation; and

WHEREAS, Carl Westmoreland’s work in historic preservation led to his receipt of America’s highest award for historic preservation, the Louise du Pont Crowninshield Award; and

WHEREAS, in addition to his efforts nationally and international, Mr. Carl Westmoreland never lost his dedication to the City of Cincinnati and served as an American community organizer, preservationist, and senior historian at the National Underground Railroad “Freedom Center” and lead organizations small and large from Madisonville Housing Services to the Cincinnati Housing Service to the Ohio Preservation Alliance; and

WHEREAS, Carl B. Westmoreland passed away on Thursday, March 10, 2022, and was survived by his sons, Guy Westmoreland and Carl Westmoreland II; a granddaughter and three great-grandchildren; and

WHEREAS, Carl Westmoreland's legacy lives on at the Freedom Center through his service as a Senior Advisor and curator for its main exhibit—the Slave Pen exhibit, which structure was used in Mason County, Kentucky in the 1800s as a temporary holding pen for enslaved persons, and his efforts remains a large presence at the Freedom Center and continue to inspire research in the history of African-Americans in the United States; and

WHEREAS, Carl B. Westmoreland has made a lasting impact to the Cincinnati community and to the City of Cincinnati's citizens, and his contributions and service in historic research and advocacy for civil rights will long be remembered; now, therefore,

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

Section 1. That Auburn Avenue at Dorchester Avenue in the Mount Auburn neighborhood shall hereby receive the honorary, secondary name of "Carl B. Westmoreland Way" in honor of Carl B. Westmoreland and in recognition of his contributions and dedication to the City of Cincinnati through public service.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Auburn Avenue at Dorchester Avenue as "Carl B. Westmoreland Way" in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of Carl B. Westmoreland via the office of Vice Mayor Jan-Michele Lemon Kearney.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward

with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk



202302024

Jeff Cramerding
Councilmember

MOTION

WE MOVE that the Administration provide a report about the process and historic timeline of creating, vetting, and sending out Contracts with entities who are receiving financial support from the City. Support includes but is not limited to NBDIP, NOFA, TIF funding, tax abatements, and leveraged funding support. This report should detail a typical timeline from when these contracts are first brought to the administration to when they are executed.

BACKGROUND

We hope to provide clarity about when organizations who enter into a contract with the City will receive their financial benefit as well as what the process looks like. Often, organizations such as community development corporations or affordable housing developers who collaborate with the city are in the dark about when and how their contract will be executed leading to rising costs and frustrations within the community over promised projects. We are hoping to communicate the barriers that exist on the administrative side as well in order to improve that relationship.

JEFF CRAMERDING

Councilmember Jeff Cramerding

Seth Walsh

Councilmember Seth Walsh



202302037

Meeka D. Owens
Cincinnati City Council

September 19, 2023

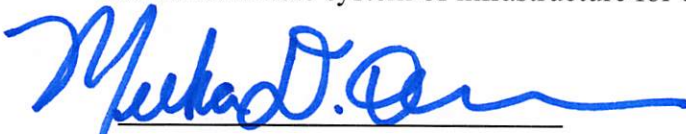
MOTION

WE HEREBY MOVE for the City Administration to prepare a report within the next thirty (30) days on the guidelines around the implementation of green infrastructure and climate adaptive elements to existing infrastructure projects done from the proceeds of the sale of the Cincinnati Southern Railway to Norfolk Southern, pending approval from the voters of Cincinnati on November 7th, 2023.


The report should, at a minimum:

- Address the feasibility of implementing green infrastructure, which is defined as using natural features or planned ecological systems to manage water by mimicking the natural water cycle, as a part of projects related to storm water sewer overflow, overland flooding, and contaminated stormwater.
- Address the ways in which projects can include climate adaptive elements, including, but not limited to, how we can effectively grow clean energy and achieve the goal of 100% Renewable Energy for city operation by 2035; the continued maintenance of our city parks while ensuring things like the growth of green spaces, bio-swells, soil cells, and more that will allow safe, equitable, and formative outdoor experiences for families across Cincinnati; and increasing accessibility for residents to safely bike and utilize pedestrian infrastructure.
- Be in conjunction with Motion #202301876 passed on 9/7/2023.

These facets of the Green Cincinnati Plan are just examples that will aid in the formation of a more sustainable system of infrastructure for the City of Cincinnati.



Councilmember Meeka D. Owens



Vice Mayor Jan-Michelle Kearney

STATEMENT

The sale of the Cincinnati Southern Railway presents an opportunity for the City of Cincinnati to continue its service toward equitable sustainable infrastructure. The passage of the 2023 Green

Cincinnati Plan and the sale of the Cincinnati Southern Railway allows us to ensure that Cincinnati's infrastructure aligns with and continues to grow the sustainable initiatives of our city.

Date: September 20, 2023

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202302001

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: NONE

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

APPLICATION: 0084340
PERMIT TYPE: NEW
CLASS: C1
NAME: AJM DISCOUNT SHOP LLC
DBA: AJM DISCOUNT SHOP
4533 W 8TH ST
CINCINNATI OH 45238

On August 21, 2023 Price Hill Civic Club was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: October 17, 2023

Date: September 20, 2023

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202302002

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: NONE

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

APPLICATION: 2493925
PERMIT TYPE: NEW
CLASS: C1
NAME: EL MERCADO GIGANTE LLC
DBA: EL MERCADO GIGANTE
6717 VINE ST
CINCINNATI OH 45216

As of today's date, the Department of Buildings & Inspections has declined comment with their investigation.

On August 7, 2023 Carthage Civic League was notified of this application and do not object.


Police Department Approval
STEPHEN W. SAUNDERS ABL

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: September 29, 2023

Date Filed at Vice: 8/7/2023

**CINCINNATI DIVISION OF POLICE
RENEWAL, TRANSFER OR ISSUANCE
OF LIQUOR LICENSES**

Renewal
New X
Transfer
Location
Ownership
Stock

District: 4
Application No: 2493825

APPLICANT DBA EL MERCADO GIGANTE LLC TRANSFER FROM
EL MERCADO GIGANTE DBA
6717 VINE ST
PERMIT LOCATION CINCINNATI, OH 45216 PERMIT LOCATION
PERMIT TYPE C1 PERMIT #

If the Applicant is a corporation or business entity list the individuals involved. If additional space is needed, List and attach on a separate page.

1. Name BRAJEN SOTO
Office Held
Social Security No. 288-02-8078
CTLNO: 14368987
DOB 04/09/1997
Address 1064 W SEYMOUR AV
Telephone No. CINCINNATI, OH 45216
513-918-6377

2. Name
Office Held
Social Security No.
CTLNO:
DOB
Address
Telephone No.

3. Name
Office Held
Social Security No.
CTLNO:
DOB
Address
Telephone No.

4. Name
Office Held
Social Security No.
CTLNO:
DOB
Address
Telephone No.

Criminal Records Check: Local BCI & III
Record If Record, See Attached
No Record Checked by: M. WERNER

RECOMMENDATIONS

No Objection Objection, see attached form 17 for Summary

SIGNATURE [Signature] 9/5/23 SIGNATURE
District Commander Date

Central Vice Control Sect. Commander Date

SIGNATURE [Signature] 9/7/23
Police Department Approval Date

Date: August 31, 2023
To: Colonel Teresa A. Theetge, Police Chief
From: Police Officer Patrice Brooks, District Four, Neighborhood Liaison Unit
Copies to:
Subject: **RENEWAL, TRANSFER OR ISSUANCE OF LIQUOR LICENSES**

PATROL BUREAU MEMO #: 23-443
DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE: District Four
PERMIT #: N/A
TYPE OF PERMIT APPLIED FOR: New
PERMIT NAME & ADDRESS:

Name:	EI MERCADO GIGANTE
Address:	6717 VINE STREET

APPLICANTS NAME(S): BRAJEN SOTO

INSPECTION / INVESTIGATION INFORMATION:

Officer:	PO BROOKS
Date:	8/23/2023
Findings:	NO OBJECTION

COMMUNITY COUNCIL NOTIFIED:

Name 1: JOSEPH NAVA	Date: 8/23/2023	Notified by: email
Phone:	E-mail: jnava@navalawllc.com	
Name 2:	Date:	Notified by: (select from menu)
Phone:	E-mail:	

DISPOSITION OF THE COMMUNITY COUNCIL:

NO OBJECTIONS
 OBJECTION: Attached Letter with Community Council Letterhead

9/5/23 mg/cuo

DISPOSITION OF THE DISTRICT:

NO OBJECTIONS OBJECTION: If objection checked, a narrative is required below

REASON FOR OBJECTION:

CARTHAGE COMMUNITY COUNCIL ORIGINALLY OBJECTED, BUT HAS RESCINDED THEIR OBJECTION. EMAIL ATTACHED.

JJM/S723

JJM/S723

*9/5/23
NO VIOLATIONS
Capt. M. [signature] /crr
0-4*

*No Objection
- mg /lsc4
9/7/23*

Brooks, Patrice

From: Joseph Nava, ESQ <jnava@navalawllc.com>
Sent: Thursday, August 31, 2023 1:47 PM
To: Brooks, Patrice
Cc: Maria Madera; civicleague@carthageohio.com; Ann Ivancic; Craig Whistler; Rosalba Arreaga; Jessica Wolf; Ella Wooten; Mary Broughton; Carol Parsley; Maria Madera; CHERRIE MCENTIRE; Barb Bell
Subject: [External Email] Re: objection?

External Email Communication

Hi Officer Brooks

Carthage Civic League has NO objections to the Liquor license request for El Mercado Gigante

Thanks

J



Joseph Nava, Esq
Nava Law LLC
11566 Lebanon Road, Sharonville, OH 45241
7011 Vine Street Cincinnati, OH 45216
Tel. 513-769-8400 | www.navalawllc.com
jnava@navalawllc.com

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On Thu, Aug 31, 2023 at 1:20 PM Brooks, Patrice <Patrice.Brooks@cincinnati-oh.gov> wrote:

Hello just doing quick follow up for the Liquor License request. At 6717 Vine St El Mercado Gignate is asking for a class c1 Liquor License what was your response?

I just need an answer in writing to add to the paperwork thank you.

**NOTICE TO LEGISLATIVE
AUTHORITY**

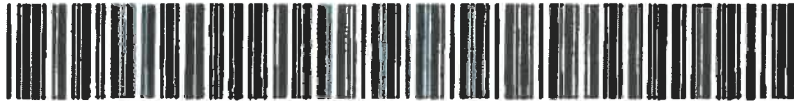
OHIO DIVISION OF LIQUOR CONTROL
 8808 TUSSING ROAD, P.O. BOX 4005
 REYNOLDSBURG, OHIO 43068-8005
 (614)844-2380 FAX(614)844-3188

TO

2493925		NEW		EL MERCADO GIGANTE LLC DBA EL MERCADO GIGANTE 6717 VINE ST CINCINNATI OH 45216
PERMIT NUMBER		TYPE		
07 14 2023				
ISSUE DATE				
07 14 2023				
FILING DATE				
C1				
PERMIT CLASSES				
31	066	A	D85834	
TAX DISTRICT			RECEIPT NO.	

FROM 07/31/2023

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.



MAILED 07/31/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN 08/31/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
 WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
 REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 2493925**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
 THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

TO: 704-925-0908
 CINCINNATI CLERK OF COUNCIL
 CITY HALL
 801 PLUM ST ROOM 308
 CINCINNATI OHIO 45202

City of Cincinnati Council



Melissa Autry, CMC
Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

August 3, 2023

OHIO DIVISION OF LIQUOR CONTROL
LICENSING SECTION
NEW PERMIT SECTION
6606 TUSSING ROAD
P O BOX 4005
REYNOLDSBURG, OH 43068-9005

Dear Ohio Division of Liquor Control:

The Council of the City of Cincinnati, State of Ohio, is requesting a 30 day extension on the below cited liquor permit application:

Application No.: 2493925
Permit Type: NEW C1
Name: EL MERCADO GIGANTE LLC
DBA EL MERCADO GIGANTE
6717 VINE ST
CINCINNATI OH 45216

Pursuant to R.C. 4303.26(A), City of Cincinnati City Council, through its Clerk of Council (collectively, hereinafter "the City"), respectfully requests an additional 30 days in which to respond to the Ohio Division of Liquor Control regarding whether the City will request a hearing on the subject liquor permit application. The City makes such time extension request for good cause and not for unnecessary delay. Specifically, the City requires additional time for each of its various departments and the applicable community council to review and investigate the liquor application by performing all necessary inspections and research including, but not limited to, permit applicant interviews, site premises inspections, background investigations, and historical investigations regarding the history of the permit premises and the subject location. Moreover, such extension of time would provide the applicable community council an opportunity to meet, vote, and respond back to the City by the deadline. Therefore, the City requires such time extension in order to perform its due diligence in this matter. The City respectfully requests this time extension in good faith, for good cause, and not for unnecessary delay.

Please fax the confirmation back to us as soon as possible at (513)352-2578.

Thank you for your prompt attention.

Sincerely,

Melissa Autry, CMC
Clerk of Council



Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

For City Bulletin

Liquor Permit Application

From the Department of Liquor Control advising of permit application for the following:

Application No.: 2493925
Permit Type: NEW C1
Name: EL MERCADO GIGANTE LLC
DBA EL MERCADO GIGANTE
6717 VINE ST
CINCINNATI OH 45216

Pursuant to Section 4303.261 of the Ohio Revised Code, Council must notify the Department of Liquor Control within thirty days if there is an objection to the above permit.

Notice of Application was received by the Clerk of Council's Office

08/03/2023

MELISSA AUTRY, CMC Clerk of Council

The last day for the State to receive an objection is

08/31/2023

Date: September 20, 2023

202302004

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – THE SAWYER PLACE COMPANY PROPERTY SALE AGREEMENT
(UNNAMED ALLEY IN THE EAST END)

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Property Sale Agreement with The Sawyer Place Company, pursuant to which the City will vacate and convey a portion of an unnamed alley designated as public right-of-way in the East End neighborhood of Cincinnati.

The City of Cincinnati owns certain real property designated as public right-of-way, namely an unnamed alley, in the East End neighborhood (the “Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

The Sawyer Place Company (“Petitioner”) desires to purchase the Property from the City to facilitate the development of a residential housing development.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to vacate the Property, and that such vacation will not be detrimental to the general interest.

The approximate fair market value of the Property is approximately \$19,588, which Petitioner has agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on January 20, 2023.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement
Attachment II – Legal Description

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

AUTHORIZING the City Manager to execute a Property Sale Agreement with The Sawyer Place Company, pursuant to which the City will vacate and convey a portion of an unnamed alley designated as public right-of-way in the East End neighborhood of Cincinnati.

WHEREAS, the City owns approximately 0.1125 acres of real property designated as an unnamed public right-of-way in the East End neighborhood, as more particularly depicted and described in the Property Sale Agreement attached to this ordinance as Attachment A and incorporated herein by reference (“Property”), which Property is under the management of the City’s Department of Transportation and Engineering (“DOTTE”); and

WHEREAS, The Sawyer Place Company, an Ohio limited liability company (“Petitioner”), owns certain real property adjoining the Property and has petitioned the City to vacate and sell the Property to facilitate the development of a residential housing development (“Project”); and

WHEREAS, John E. Stillpass, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that the owners of all the real property abutting the Property are as follows: (i) Petitioner; (ii) Riverside Lots LLC, an Ohio limited liability company; (iii) Jeffrey R. Stewart, Trustee of the Jeffrey R. Stewart Trust U/A/D December 16, 2016, as amended; and (iv) Frontier East Corporation, a Wyoming corporation; and provided abutter’s consent quitclaim deeds from all aforementioned abutting property owners in connection with the City’s vacation and sale of the Property to Petitioner; and

WHEREAS, pursuant to Ohio Revised Code Sec. 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, in consultation with DOTTE, has determined that: (i) the Property is not needed for transportation purposes or any other municipal purpose; (ii) there is good cause to vacate the Property; and (iii) the vacation of the Property will not be detrimental to the general interest; and

WHEREAS, the City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Property is approximately \$19,588, which Petitioner has agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City and eliminating competitive bidding in connection with the City's sale of the Property is appropriate because Petitioner owns several properties abutting the Property, all necessary abutters have consented to the vacation and sale of the Property to Petitioner in the form of abutter's consent quitclaim deeds, and as a practical matter, no one other than an abutting property owner would have any use for it; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to acquire, construct, enlarge, improve, or equip and to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

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

WHEREAS, in furtherance of the foregoing public purposes, the City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents and is in accordance with applicable state and local laws; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and sale of the Property at its regularly scheduled meeting on January 20, 2023; 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 Sale Agreement ("Agreement") with The Sawyer Place Company, an Ohio corporation ("Petitioner"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati ("City") will vacate and convey to Petitioner an approximately 0.1125-acre tract of an unnamed alley in the East End neighborhood, as more particularly depicted and described in the Agreement ("Property"), which Property is more particularly described below and on the legal description attached to this ordinance as Attachment B and incorporated herein by reference:

SITUATE IN SECTIONS 25 AND 31, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING A PORTION OF AN UNNAMED ALLEY MORE PARTICULARLY DEPICTED ON THE PLAT OF PARTITION AMONG THE HEIRS OF N.G. PENDLETON AND J. STRADER DEC'D AS RECORDED IN PLAT BOOK 2, PAGES 166-167 AND FURTHER DEPICTED IN DEED BOOK 137, PAGES 523-525, HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN AT THE NORTHWESTERLY CORNER OF LOT 10 OF SAID PLAT OF PARTITION AS RECORDED IN PLAT BOOK 2, PAGES 166 & 167;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, SOUTH 31°15'54" WEST, A DISTANCE OF 275.00 FEET TO A SET IRON PIN AT THE SOUTHWESTERLY CORNER OF LOT 23 OF SAID PLAT OF PARTITION;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND THROUGH THE RIGHT-OF-WAY OF SAID UNNAMED ALLEY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 56°49'11" WEST, A DISTANCE OF 10.01 FEET TO A SET IRON PIN,
2. NORTH 31°15'54" EAST, A DISTANCE OF 60.00 FEET TO A SET IRON PIN, AND
3. NORTH 56°49'11" WEST, A DISTANCE OF 10.01 FEET TO A SET IRON PIN WITHIN THE WEST RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 16 OF SAID PLAT OF PARTITION;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, NORTH 31°15'54" EAST, A DISTANCE OF 215.00 FEET TO A SET IRON PIN;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND THROUGH THE RIGHT-OF-WAY OF SAID UNNAMED ALLEY, SOUTH 56°49'11" EAST, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING – 0.1125 ACRES OF LAND.

NORTH AND BEARING SYSTEM BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83.

Section 2. That the Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Property is approximately \$19,588, which Petitioner has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns several properties abutting the Property, all necessary abutters have consented to the vacation and sale of the Property to Petitioner in the form of abutter's consent quitclaim deeds, and as a practical matter, no one other than an abutting property owner would have any use for it.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in the excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is hereby authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs, and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the Property to maintain, operate, renew, reconstruct, and remove its utility facilities and to access said utility facilities.

Section 8. That the City Manager is hereby authorized to vacate the Property as public right-of-way, and the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents described in or contemplated by the Agreement to facilitate the vacation and sale of the Property to Petitioner.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder's Office.

Section 10. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this “**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”) and **THE SAWYER PLACE COMPANY**, an Ohio corporation, whose tax mailing address is 1725 Riverside Drive, Cincinnati, OH 45202 (“**Purchaser**”).

Recitals:

A. The City owns certain real property designated as an unnamed public right-of-way in the East End neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (*Legal Description-the Sale Property*) hereto (the “**Sale Property**”), which Sale Property is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (*Survey Plat*) hereto (“**Purchaser’s Property**”) and has petitioned the City to vacate and sell the Sale Property to Purchaser to facilitate an assemblage with Purchaser’s Property to be subdivided to create buildable lots for the development of single-family homes.

C. Pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for municipal purposes.

D. The City has determined that the Sale Property is not needed for transportation or other municipal purposes and that the sale of the Sale Property will not be detrimental to the public interest.

E. John E. Stillpass, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney Certificate of Title, certifying that the owners of all the real property abutting the Sale Property are as follows: (i) Purchaser; (ii) Riverside Lots LLC, an Ohio limited liability company; (iii) Jeffrey R. Stewart, Trustee; and (iv) Frontier East Corporation, a Nevada corporation. All necessary abutters have provided their written consent to the vacation and sale of the Sale Property to Purchaser in the form of Abutter’s *Quitclaim Deeds*.

F. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is approximately \$19,588, which Purchaser has agreed to pay.

G. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is in the best interests of the City and is justified because Purchaser owns several properties abutting the Sale Property, all necessary abutters have consented to the vacation and sale, and as a practical matter, no one other than an abutting property owner would have any use for it.

H. Section 13 of Article VIII of the Ohio Constitution provides that to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research.

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

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J. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on January 20, 2023.

K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____]-2023, passed on [____], 2023.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser. Purchaser hereby agrees to purchase the Sale Property from the City for \$19,588 (the "**Purchase Price**").

2. **Condition of Sale Property.** Purchaser acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is," "where is" condition with all faults and defects, known or unknown. The City makes no representations or warranties to Purchaser concerning the condition of the Sale Property, and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property. Purchaser assumes all environmental liability and responsibility concerning the Sale Property. Purchaser agrees to defend, indemnify, and hold the City, its employees, officers, and officials harmless from and against any and all claims, causes of action, losses, costs, judgments, penalties, orders, fines, expenses (including, but not limited to, attorneys' fees), demands, liability, and damages related to or arising from the discovery, presence, disposal, release, or cleanup of contaminants, hazardous materials, wastes or other pollutants affecting the Sale Property, or the soil, water, or vegetation located thereon, whether known or unknown, as well as personal injury or property damage related to such contaminants, hazardous materials, wastes, or other pollutants.

3. **Closing.**

(A) **Conditions.** The closing on the City's sale of the Sale Property to Purchaser (the "**Closing**") shall not occur unless and until the following conditions have been satisfied or waived (the "**Conditions**"); *provided, however*, that if the City, at its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, then the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and obtain and prepare all necessary documents to satisfy the Conditions at no cost to the City.

- (i) **Title & Survey:** Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) **Inspections, Utilities & Zoning/Building Code Requirements:** Purchaser's approval of inspections of the Sale Property, including, without limitation, environmental assessments and soil assessments, all matters concerning utility service for the Sale Property, and all zoning and building code requirements that apply to the Sale Property;
- (iii) **Abutter's Interests:** Purchaser shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property and acceptable *Quitclaim Deeds* from all abutters (excluding the City and Purchaser) to the City, conveying all right, title, and interest as an abutting property owner in the Sale Property;
- (iv) **Plats and Legal Descriptions:** Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City's vacation and sale of the Sale Property, including, but not limited to an

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acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the *Quitclaim Deed* in substantially the form attached as Exhibit C – (*Form of Quitclaim Deed – Sale Property*);

(v) Coordinated Report Conditions (CR #4-2022/ #70-2022):

(a) DOTE:

1. [Intentionally Omitted].
2. [Intentionally Omitted].
3. No Auditor's parcels shall be landlocked by this vacation/sale. Purchaser shall consolidate landlocked parcels with parcels having legal street frontage.
4. [Intentionally Omitted].
5. Public right-of-way must be closed off at intersections with matching curbs, sidewalks, and/or drive approaches.
6. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies, and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(B) Right to Terminate. If either party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **12 months** of the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents necessary for the Closing in such forms as approved by the City. The City shall not, however, be required to execute a title affidavit at Closing or other similar documents pertaining to title; Purchaser acknowledges that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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4. **Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

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

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

(ii) Purchaser has full power and authority to execute and deliver this Agreement and carry out the transactions provided herein. Purchaser has duly taken all proper actions to authorize, execute, and deliver this Agreement. Purchaser has taken all actions necessary to constitute valid and binding obligations of Purchaser upon execution and delivery of this Agreement by Purchaser.

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

(iv) No actions, suits, proceedings, or governmental investigations are pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(v) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

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

(vii) Neither Purchaser nor its affiliates owe the City any outstanding fines, penalties, judgments, water or other utility charges, or other amounts.

6. **General Provisions.**

(A) **Entire Agreement.** This Agreement (including the exhibits hereto) contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.

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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

(E) 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.

(F) 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.

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

(I) 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.

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

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

(L) Counterparts: E-Signature. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Survey Plat*

Exhibit C – *Form of Quitclaim Deed*

{00385312-3}

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

THE SAWYER PLACE COMPANY,
an Ohio corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

[City signatures on the following page]

{00385312-3}

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

Markiea L. Carter, Director
Department of Community and Economic Development

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

{00385312-3}

EXHIBIT A
to Property Sale Agreement

Legal Description - the Sale Property

Auditor's Parcel No.: None

Property Address: None; Unnamed Alley in the East End located between Watson and Wenner Streets

**PORTION OF UNNAMED ALLEY
CONTAINING 0.1125 TOTAL ACRES**

SITUATE IN SECTIONS 25 AND 31, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING A PORTION OF AN UNNAMED ALLEY MORE PARTICULARLY DEPICTED ON THE PLAT OF PARTITION AMONG THE HEIRS OF N.G. PENDLETON AND J. STRADER DEC'D AS RECORDED IN PLAT BOOK 2, PAGES 166-167 AND FURTHER DEPICTED IN DEED BOOK 137, PAGES 523-525, HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN AT THE NORTHWESTERLY CORNER OF LOT 10 OF SAID PLAT OF PARTITION AS RECORDED IN PLAT BOOK 2, PAGES 166 & 167,

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, SOUTH 31°15'54" WEST, A DISTANCE OF 275.00 FEET TO A SET IRON PIN AT THE SOUTHWESTERLY CORNER OF LOT 23 OF SAID PLAT OF PARTITION;

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NORTH AND BEARING SYSTEM BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, COLLECTED DURING A FIELD SURVEY PERFORMED AND PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

PREPARED BY:

J. BRYANT ABT

OH PS #8593

937-558-6671

301 BOURBON STREET, BLANCHESTER, OH 45107

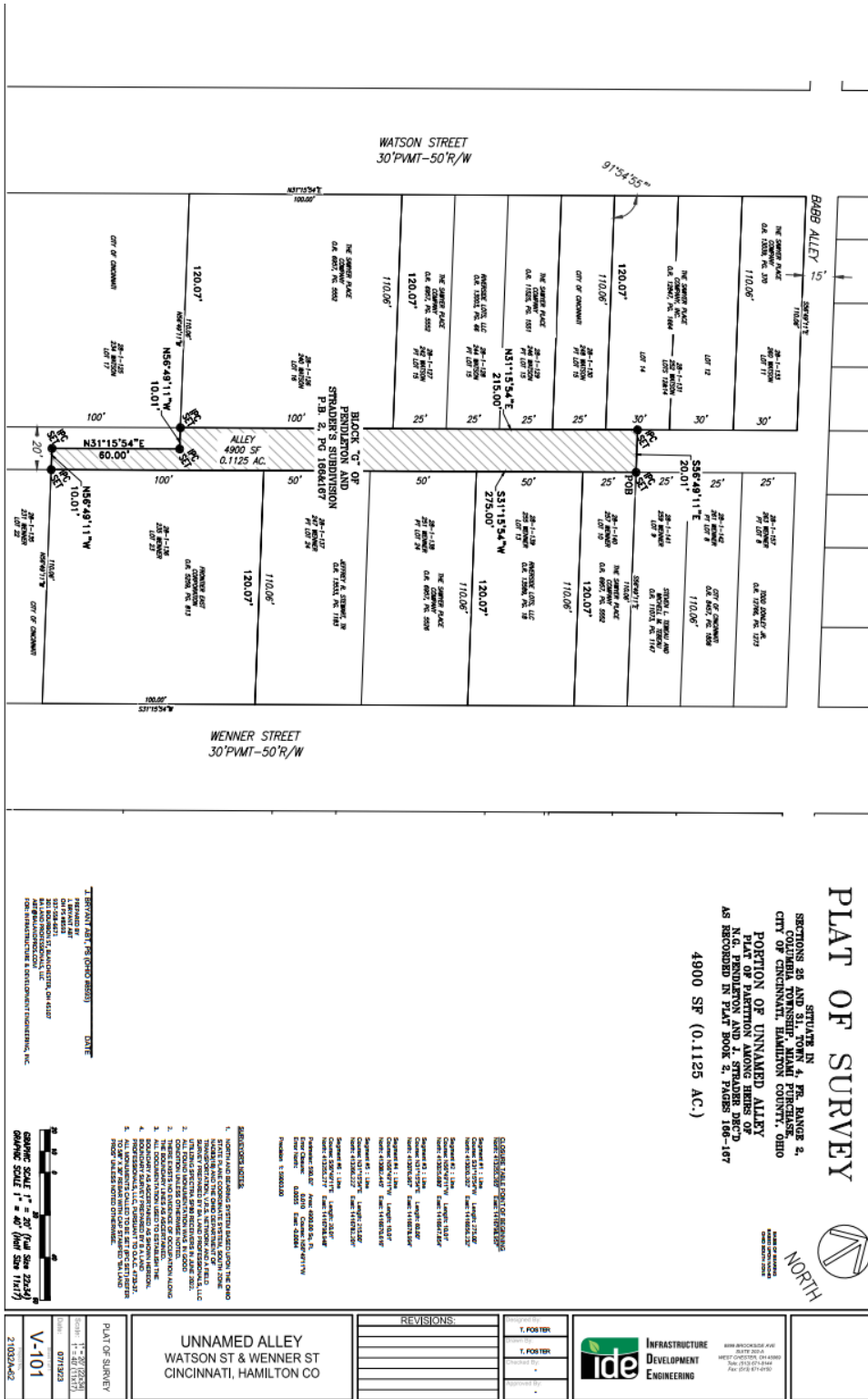
BA LAND PROFESSIONALS, LLC

ABT@BALANDPROS.COM

FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.

{00385312-3}

EXHIBIT B
to Property Sale Agreement
Survey Plat



{00385312-3}

EXHIBIT C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

{00385312-3}

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **THE SAWYER PLACE COMPANY**, an Ohio corporation, whose tax mailing address is 1725 Riverside Drive, Cincinnati, OH 45202 (“**Grantee**”), all of the City’s right, title, and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the “**Property**”).

Property Address:	None; former unnamed public right-of-way
Auditor’s Parcel ID No.:	None; (former public right-of-way)
Prior instrument references:	Plat Book 4, Page 8, Hamilton County, Ohio Records Plat Book 2, Pages 166-167, Hamilton County, Ohio Records Deed Book 137, Pages 524-525, Hamilton County, Ohio Records

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. [____]-2023, passed by Cincinnati City Council on [____], 2023, the Property is hereby vacated as public right-of-way by the City.

Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Ohio Revised Code Section 711.001(B)(1)(b). This conveyance does not create an additional building site nor violate any zoning regulation or other public regulation in the property hereby conveyed or the balance of the property retained by the City. The property hereby conveyed may not hereafter be conveyed separately from Grantee’s adjoining property, nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall “run with the land” and be binding upon Grantee and its successors-in-interest with respect to the Property.

Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

{00385312-3}

This conveyance was authorized by Ordinance No. [____]-2023, passed by Cincinnati City Council on [____], 2023.

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

- Exhibit A – *Survey Plat*
- Exhibit B – *Legal Description*

Executed on the date of acknowledgement.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

 Notary Public:
 My commission expires: _____

Approved as to Form:

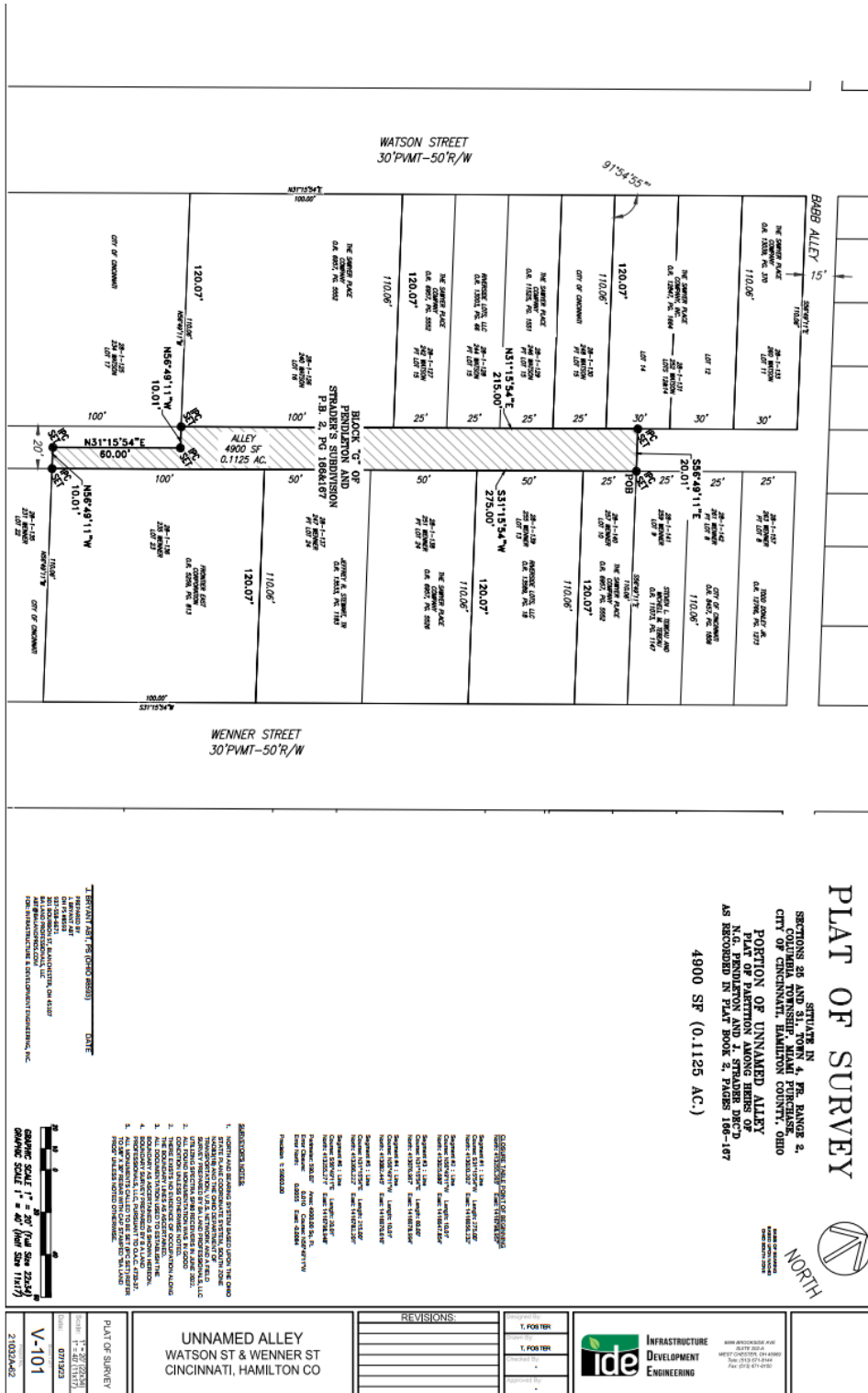
 Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department,
 801 Plum Street, Suite 214,
 Cincinnati, Ohio 45202

{00385312-3}

EXHIBIT A
to Quitclaim Deed
Survey Plat



{00385312-3}

EXHIBIT B
to Quitclaim Deed
Legal Description

Auditor's Parcel No.: None

Property Address: None; former unnamed public right-of-way located in the East End neighborhood between Watson and Wenner Streets

**PORTION OF UNNAMED ALLEY
CONTAINING 0.1125 TOTAL ACRES**

SITUATE IN SECTIONS 25 AND 31, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING A PORTION OF AN UNNAMED ALLEY MORE PARTICULARLY DEPICTED ON THE PLAT OF PARTITION AMONG THE HEIRS OF N.G. PENDLETON AND J. STRADER DEC'D AS RECORDED IN PLAT BOOK 2, PAGES 166-167 AND FURTHER DEPICTED IN DEED BOOK 137, PAGES 523-525, HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PREPARED BY:

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FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.

{00385312-3}

**LEGAL DESCRIPTION
PORTION OF UNNAMED ALLEY
CONTAINING 0.1125 TOTAL ACRES**

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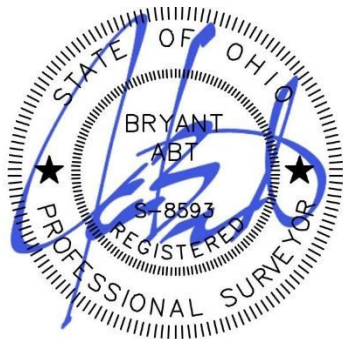
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FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.



September 20, 2023

To: Mayor and Members of City Council

202302005

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Parks: Park Board Commissioners’ Fund Donation

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioners’ Fund to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks; and **AUTHORIZING** the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund 430.

Approval of this Ordinance will authorize the City Manager to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioners’ Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks. This Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

The Cincinnati Park Board Commissioners’ Fund consists of resources received from endowments and donations from various entities to support the Cincinnati Park Board. This donation requires no matching funds. There are no new FTEs/full time equivalents associated with the donation.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and **AUTHORIZING** the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund 430.

WHEREAS, the Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board; and

WHEREAS, acceptance of a donation of \$400,000 from the Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary reimbursements, acquire Krohn Conservatory's gift shop inventory, and provide resources for other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of \$400,000 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

WHEREAS, acceptance of this donation requires no matching funds, and no FTEs/full time equivalents are associated with acceptance of this donation; and

WHEREAS, the acceptance of the donation is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and strategy to "[p]rotect our natural resources," as well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193-196 and 207-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a donation of \$400,000 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: September 20, 2023

To: Mayor and Members of City Council

202302010

From: Sheryl M.M. Long, City Manager

Subject: City-Owned Facility PFAS Assessment

Reference Document #202300782

The City Council, at its session on March 3, 2023, referred the following item for review and report:

MOTION, submitted by Councilmembers Jeffreys and Owens, to develop a plan on how best to address the issue of PFAS—commonly known as "forever chemicals"—in public city-owned spaces in the City of Cincinnati, we move that the Administration provide a report on:

- An assessment of what Cincinnati Fire Department's protective equipment contains forever chemicals currently and recommendations on the cost and feasibility of CFD using available alternatives.
- A list of all City facilities that have artificial turf. This should include an assessment of whether or not artificial turf contains forever chemicals or crumb rubber (also called beads).
- The costs and feasibility of exploring alternatives to using artificial turf that contain forever chemicals in City-owned properties, both in new developments and for replacing existing artificial turf in the City.
- Recommendations on what steps can be taken at City landfills and other City facilities to prevent leeching of forever chemicals into the environment, particularly the air and waterways.
- The cost and feasibility of testing or monitoring the City's playgrounds, fields, waterways, and other City facilities for PFAS and other forever chemicals.

Over the last decade, concerns about the persistence and toxicity of per- and polyfluoroalkyl substances (PFAS) have spurred federal agencies to develop new standards and regulations for PFAS. The City has been tracking these developments and is well positioned to comply with regulatory requirements and adopt best management practices to address PFAS issues. The attached report summarizes key initiatives the Administration is taking to protect City residents, workers, and visitors, as well as the natural resources of our City and region.

{00389867-1}

The Administration is not recommending any new legislative or policy measures at this time but will provide updates as the City implements the initiatives described in this report.

REPORT TO COUNCIL ADMINISTRATION INITIATIVES TO ADDRESS PFAS IMPACTS

Introduction

The City Manager oversees the day-to-day operations and execution of the Mayor and City Council's policy vision. The Office of Environment Sustainability (OES) provides environmental technical assistance to the City Manager's Office (CMO) and the various City Departments. In response to the Councilmembers' request for an update on City initiatives related to PFAS, this report summarizes the Administration approach to addressing PFAS impacts, and the specific initiatives being undertaken by various City Departments, including:

- Parks, CRC and CPD – Turf Fields
- CFD – Turnout Gear and Firefighting Foam
- GCWW – Drinking Water Supply
- MSD – Wastewater Collection and Treatment
- Procurement – Purchases of Goods and Services for the City

As science, environmental standards, manufacturing practices, and product specifications evolve, the City will continue to monitor these developments and make appropriate adjustments to its various initiatives to ensure City operations properly address impacts associated with PFAS.

Background on PFAS

Per- and polyfluoroalkyl substances (PFAS) are a group of synthetic chemicals that have been used in consumer products and industrial processes since the 1940s. They are effective at resisting heat, water, oil, and grease and impart desirable attributes to products that incorporate these chemicals. PFAS have been used in non-stick cookware, waterproof clothing, stain-resistant fabrics and carpets, food packaging, and firefighting foams, to name just a few. They have also been used in manufacturing processes as surfactants, mold release agents, and polymer extrusion aids. Because of their broad use over the past 80 years and their persistence in the environment, PFAS are ubiquitously found at low levels in environmental media, drinking water supplies, and in the blood of a majority of the U.S. population. Thus, PFAS may be described as both "forever chemicals" and as "everywhere chemicals."

Since 2002, production and use of two of the leading PFAS chemicals – perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) – have declined. As the use of some PFAS has

declined, associated blood PFAS levels have declined as well. However, as PFOS and PFOA are phased out, people may be exposed to other PFAS that replace these chemicals.¹ In October 2021, recognizing the unique challenges posed by PFAS, the United States Environmental Protection Agency (USEPA) announced its PFAS Strategic Roadmap designed to protect public health and the environment.² The agency committed to continue research, develop standards to restrict PFAS from entering environmental media where they can impact human health and ecological systems, and accelerate cleanup of PFAS contamination.

The City's General Approach

Council requested the Administration report on the issue of PFAS in public city-owned spaces. The Motion identified several specific examples, including City employee use of products that may contain PFAS (e.g., fire department turnout gear), public spaces that incorporate materials that may contain PFAS (e.g., artificial turf), and City operations that play a role removing PFAS from environmental media (e.g., management of landfill leachate). Department-specific initiatives are discussed more fully below, but across the board the City takes the same general approach: 1) assess opportunities, 2) evaluate options, 3) implement actions, 4) collaborate/communicate, and 5) iterate.

Assess Opportunities. The City reviews its operations and services to identify areas where PFAS may be used or handled, or where PFAS compounds may be released to the environment.

Evaluate Options. The City evaluates options to minimize exposure to PFAS and reduce releases of PFAS to the environment. In some cases, the City is required to take action. For example, the Greater Cincinnati Water Works (GCWW) is required to monitor 29 PFAS compounds under the 2021 Unregulated Contaminant Monitoring Rule (UCMR). In other cases, the City has latitude on whether/when to take an action. For example, the Cincinnati Fire Department (CFD) is in the process of phasing out use of PFAS-containing firefighting foam even though it is not yet a requirement. Decisions about discretionary actions involve an evaluation of risk and availability of suitable alternatives.

Implement Actions. Where action is either required or deemed appropriate, the City takes necessary actions, whether through policy, purchasing practices, operational changes, or capital programs.

¹ See, Agency for Toxic Substances and Disease Registry (ATSDR) “PFAS in the U.S. Population,” <https://www.atsdr.cdc.gov/pfas/health-effects/us-population.html>.

² See, USEPA, “PFAS Strategic Roadmap: EPA’s Commitments to Action 2021-2024,” <https://www.epa.gov/pfas/pfas-strategic-roadmap-epas-commitments-action-2021-2024>.

Communicate/Collaborate. The Administration actively shares information about new developments and opportunities. City Departments collaborate with professional and governmental organizations to stay abreast of new developments.

Iterate. As the science, standards, regulations, industry practices, and product formulations evolve, the City updates its assessments, evaluates new options, and implements new or modified actions.

Efforts to reduce exposure to PFAS and minimize the release of PFAS to the environment are consistent with the Administration's commitment to advance the sustainability, equity, and resilience of our city.

DEPARTMENT-SPECIFIC OPPORTUNITIES

CFD: Firefighting Foam and Turnout Gear

CFD uses PFAS-containing aqueous film forming foam (AFFF) for fighting liquid fuel fires. Eleven states in the US have banned the use of AFFF and the federal government has banned use of AFFF at military facilities by no later than October of 2024. While Ohio has not banned AFFF for firefighting, the state prohibits training exercises using PFAS-containing foams (ORC 3737.52). CFD has been reducing its inventory of AFFF in anticipation of phasing it out and replacing it with a fluorine-free foam. At present, supplies of fluorine-free foams are being directed first to military facilities subject to the federal ban before being supplied to local fire departments. As soon as fluorine free foams are available, CFD will complete its phase-out of AFFF. In the interim, should CFD need to use AFFF to respond to a liquid fuel fire, CFD has procedures in place to protect City firefighters and limit the release of AFFF from firefighting operations.

CFD also uses turnout gear – personal protective equipment (PPE) used by firefighters – that contains PFAS in its moisture protection layer. CFD is required to use turnout gear that complies with National Fire Protection Association (NFPA) Standard 1971 (OAC4123:1-21-02). The NFPA standard for turnout gear requires use of a moisture protection layer that passes a test that at present can only be met with PFAS-containing products. In March of 2023 the International Association of Fire Fighters (IAFF) sued NFPA regarding the standard. Turnout gear has a 10-year maximum lifetime from date of manufacture and must be replaced at that point with new gear. The annual CPD budget for replacement of PPE for its sworn members is \$220,000. In addition, CFD provides its new recruits with new turnout gear. CFD spends about \$600,000 for issuing new gear to each recruit class. Currently, CFD is scheduled to have two classes per year of 55 recruits each. CFD evaluates new, improved gear as it becomes available for new recruit classes and to replace existing gear during each annual cycle. CFD has also adopted best practices to reduce exposure to PFAS in turnout gear by requiring decontamination procedures and not allowing turnout gear in firehouse living areas.

Parks, CRC, CPD: Artificial Turf Fields

The blades, backing materials, and infill used in artificial turf fields have the potential to contain PFAS compounds. There are no standards for PFAS in new turf fields, and there is no clear consensus on banning new turf fields. In those instances where bans on new fields were considered, existing turf fields were “grandfathered” and allowed to remain for their remaining useful life. The typical cost to convert a grass sports field to an artificial turf sports field ranges from \$700,000 to \$1.5 million; the cost to replace artificial turf on an existing artificial turf sport field is in the range of \$360,000 to \$620,000. Artificial turf sports fields have a life expectancy of about 10 years, depending on intensity of use.

The City currently operates a number of facilities with synthetic turf, including properties managed by Parks, the Cincinnati Recreation Commission (CRC), and the Cincinnati Police Department (CPD).

- Parks operates seventeen synthetic turf areas. Their synthetic turf includes fields and play areas that incorporate artificial turf within its design. They are mostly in new playground construction concentrated in the Waterfront District. Their largest turf facility is at Smale Riverfront Park.
- CRC operates nine facilities with synthetic turf. These are for recreational purposes including mini soccer pitches, baseball infields, and football fields. Most of these fields were installed by the Motz Group.
- CPD operates one synthetic turf field at their Spinney Field training facility. The synthetic turf field was replaced by the Motz Group in 2021.

Existing City operated turf fields have not been tested for PFAS. As noted above, there is no health-based or consensus standard in turf fields for PFAS content. As such, there is no reference standard to which results could be compared. The Motz Group has sampled their artificial turf system products as a proactive response to questions about whether PFAS is present. The Motz Group turf system currently includes three components including Schmitz foam pad, Shaw Sports Turf, and Safeshell natural infill. The Safeshell infill is an organic material derived from ground walnut shells and food-grade components.

Motz recently collected representative product samples of each of these three materials (not from a City facility) and had them analyzed for PFAS. No detections were reported except for hexafluoropropylene oxide dimer acid (HFPO-DA) in the Safeshell sample. HFPO-DA (or GenX) is a replacement for legacy PFAS in manufacturing.

GCWW: Drinking Water

For almost 20 years, GCWW has been monitoring for PFAS in the source waters it withdraws from the Ohio River and the Great Miami Aquifer for treatment in its Richard Miller and Charles Bolton treatment plants, respectively. GCWW is currently performing monitoring required under USEPA's Unregulated Contaminant Monitoring Rule. GCWW's PFAS monitoring data may be found on GCWW's website at: <https://www.cincinnati-oh.gov/water/water-quality-and-treatment/water-your-health/pfas/>. Previous FYI Memos dated February 15, 2019 and March 16, 2023 provide further information on USEPA regulatory activities and GCWW actions to ensure compliance and safety of our drinking water.

The levels of PFAS chemicals in drinking water are not currently regulated. However, in March 2023 the USEPA proposed maximum contaminant limits (MCLs) for six PFAS compounds in drinking water. PFOS and PFOA each have a proposed MCL of 4 parts per trillion. An additional four PFAS – PFHxS, PFNA, PFBS, and HFPO-DA (GenX) – have a single proposed MCL as a mixture, based on a “hazard index calculation.” USEPA projects that the rule will be finalized by early 2024 and drinking water utilities will have 3 years to comply with the new MCLs (target date early 2027). GCWW projects that the finished water produced by its Richard Miller Treatment Plant will meet these standards because the Granular Activated Carbon (GAC) treatment process is extremely effective in removal of PFAS compounds. However, depending on the regulatory levels in the final rule, GCWW may need to install additional treatment at its Bolton groundwater plant. GCWW has recently received a grant to examine various treatment options for PFAS removal at that plant.

The City has also taken action to hold manufacturers accountable for contamination of the source waters in the Ohio River and the Great Miami Aquifer. In May 2023, the City joined a multi-district litigation (MDL) suit against manufacturers of PFAS and AFFF that was initiated in the Federal District Court for the District of South Carolina (MDL-2873). On the eve of the first bellwether case going to trial in June, the largest defendants in the case (3M and Dupont-related entities) proposed a class-action settlement that would make more than \$12 billion available to impacted water providers across the county to address PFAS impacts. The settlement is dependent on a sufficient number of parties opting into the settlement. It will take some time to determine whether the settlement is viable and, if so, how much the City might be awarded. If the global settlement is not viable the City may continue with its individual case.

MSD: Wastewater Collection and Treatment

MSD is a publicly owned treatment works (POTW) that provides sewer service to about 232,000 households and businesses in Cincinnati and Hamilton County. MSD treats about 184 million gallons per day of wastewater. MSD is collaborating with USEPA Office of Research and Development to evaluate how PFAS in influent coming to the treatment plant partitions between

treated effluent and wastewater treatment solids. MSD also plans to participate in USEPA's POTW Influent Study that will collect data on industrial discharges of PFAS-containing wastewater sent to POTWs for treatment. This information will allow USEPA to identify industrial sources of PFAS and assess the need for additional regulatory control measures (e.g., Effluent Limitation Guidelines (ELGs) or pre-treatment standards). The USEPA strategy is to identify and reduce PFAS at the source, to the extent possible, rather than relying on local POTWs to provide treatment.

Industrial source categories that are being evaluated by USEPA include: landfill leachate; textile manufacturers; electrical and electronic components; pulp, paper, and paperboard; organic chemicals, plastics & synthetic fibers; and metal finishing and electroplating. One of the first new ELGs will address PFAS in landfill leachate. Landfills will likely be required to monitor leachate for PFAS beginning as soon as 2024. Pretreatment standards may be applicable to landfill leachate as early as 2027. Monitoring and pretreatment standards will be incorporated into MSD's Industrial User rules and permits. Currently, MSD treats landfill leachate discharged directly to MSD sewers or trucked for discharge to MSD sewers from several landfills, including the local Rumpke landfill.

USEPA is also currently working on a risk assessment for two PFAS compounds (PFOA and PFOS) in biosolids from wastewater treatment. This risk assessment will serve as a basis for determining whether regulation of biosolids for agricultural use or land application is appropriate. Currently about 70% of biosolids in the United States are land-applied to pasture, rangeland, and agricultural land for crop production. MSD does not land apply any of its biosolids. All MSD biosolids are disposed in regulated Subtitle D landfills after dewatering or incineration.

City Purchasing: PFAS-free Products

City Municipal Code Section 321-22 requires that that all city departments, boards, and commissions specify environmentally preferable supplies, services, or construction when appropriate. Products that do not contain PFAS are considered environmentally preferred.

While there are third-party certifications available that identify and, in some cases, validate "PFAS-free" products, these certifications may only cover a handful of the thousands of individual chemicals that fall within the class of PFAS compounds. This will continue to be an issue as industry shifts from current PFAS chemicals to "next generation" chemicals. With these limitations in mind, the City will continue to include a preference for environmentally preferred products in its procurement process where appropriate to ensure that market forces contribute to changes in manufacturing processes.

CONCLUSION

The Administration is not recommending any new legislative or policy measures at this time but will provide updates as the City implements the initiatives described in this report.

c: Emily Smart Woerner, City Solicitor
Virginia Tallent, Assistant City Manager
Ollie Kroner/Howard Miller, OES
Mark Sanders, CFD
Cathy Bailey/Andrea Yang, GCWW
Diana Christy, MSDGC
Bobbi Hagemann, Procurement

September 20, 2023

To: Mayor and Members of City Council 202302011
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance – SERS and STRS Service Transfer Agreements**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to enter into the attached transfer agreements with the School Employees Retirement System of Ohio and the State Teachers Retirement System of Ohio to comply with Ohio Revised Code Sections 3307.762, 3307.763, 3307.764, 3309.74, 3309.75, and 3309.76.

In December 2001, City Council adopted Ordinance #352-2001 which authorized the execution of reciprocity agreements between the Cincinnati Retirement System (CRS) and each of the Ohio State Retirement Systems, Ohio Public Employees Retirement System (OPERS), School Employees Retirement System (SERS), State Teachers Retirement System (STRS), Ohio Police & Fire Retirement System (OP&F), and the State Highway Patrol Retirement System (SHPRS) to permit the transfer of employee service credit and contributions between the various retirement systems.

In 2017, the Ohio General Assembly enacted legislation amending various sections of the Ohio Revised Code (ORC) governing the reciprocal transfer of employee service credit and contributions between the Ohio State Retirement Systems and the Cincinnati Retirement System.

This ordinance authorizes the execution of updated agreements between the Cincinnati Retirement System and the School Employees Retirement System (SERS) and between the Cincinnati Retirement System and the State Teachers Retirement System (STRS) necessary to comply with the changes in the Ohio Revised Code.

The Administration recommends passage of this Emergency Ordinance.

cc: Jon Salstrom, Retirement Director
William “Billy” Weber, Assistant City Manager

EMERGENCY

ES

- 2023

AUTHORIZING the City Manager to enter into the attached transfer agreements with the School Employees Retirement System of Ohio and the State Teachers Retirement System of Ohio to comply with Ohio Revised Code Sections 3307.762, 3307.763, 3307.764, 3309.74, 3309.75, and 3309.76.

WHEREAS, on April 6, 2017, the State of Ohio amended Sections 3307.763, 3307.764, 3309.75, and 3309.76 of the Ohio Revised Code which govern the transfer of service credit and funds between the School Employees Retirement System of Ohio (“SERS”) and the Cincinnati Retirement System (“CRS”), and the State Teachers Retirement System of Ohio (“STRS”) and CRS; and

WHEREAS, the existing transfer agreements between SERS and CRS, and STRS and CRS do not comply with the amended Ohio Revised Code sections, requiring a new transfer agreement; and

WHEREAS, Cincinnati Municipal Code Section 203-8 requires Council approval of transfer agreements between SERS and CRS, and STRS and CRS; 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 enter into the attached transfer agreements with the School Employees Retirement System of Ohio and the State Teachers Retirement System of Ohio in order to comply with Ohio Revised Code Sections 3307.762, 3307.763, 3307.764, 3309.74, 3309.75, and 3309.76.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to have the transfer agreements in place prior to their effective dates of October 1, 2023.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Transfer of Service Credit Agreement

This Transfer of Service Credit Agreement (hereinafter, "this Agreement") is made and entered into effective the 1 day of October, 2023, between the School Employees Retirement System of Ohio (hereinafter "SERS"), a public pension fund created pursuant to Chapter 3309 of the Ohio Revised Code (hereinafter, "the O.R.C."), as approved by its Board of Trustees, and the City of Cincinnati on behalf of the Board of Trustees of the Cincinnati Retirement System (hereinafter "CRS"). This Agreement amends and replaces the Transfer of Service Credit Agreement entered into by the parties on December 3, 2001.

Section I - Interpretation

This Agreement is entered into in accordance with O.R.C. 3309.74 and is intended to be consistent with O.R.C. sections 3309.74, 3309.75, and 3309.76, and any ordinance or resolution adopted by the Cincinnati City Council and CRS in accordance with O.R.C. 3309.74(B)(1).

Section II - Definitions

To the extent that this Agreement refers to terms that are contained in O.R.C. Chapter 3309 or Cincinnati Municipal Code (hereinafter "CMC") Chapter 203, unless otherwise specified herein, such terms shall have the meanings ascribed to them in those respective provisions. The following definitions shall apply for purposes of this Agreement.

A. Accepting System

The retirement system that agrees to grant an Eligible Member service credit in exchange for the transfer of monies from the Transferring System and payment as applicable from the Eligible Member in accordance with this Agreement.

B. Eligible CRS Member

A person who meets all of the following:

1. Is a member of CRS who is not receiving a service retirement allowance or a disability retirement allowance or benefit under CRS;
2. Is not receiving a retirement allowance or disability benefit from SERS calculated using the service to be transferred; and
3. Under Chapter 3309, is either:
 - a. a member of SERS who is not a current contributor and has accumulated contributions in the SERS employees' savings fund; or
 - b. is a former member of SERS who has withdrawn his or her accumulated contributions from the employees' savings fund;
4. The member's service credit in CRS is greater than the amount of credit that would be obtained from SERS;

5. The member is eligible, or with the credit would be eligible, for a pension or benefit from CRS; and
6. The member agrees to retire and accept a benefit not later than ninety days after receiving notice from CRS that the credit has been obtained.

C. Eligible Member or Member

A person who is either an Eligible CRS Member or an Eligible SERS Member as the context dictates.

D. Eligible SERS Member

A person who meets all of the following:

1. Is a member of SERS who is not receiving a retirement allowance or disability benefit under SERS;
2. Is not receiving a service retirement allowance or a disability service retirement allowance or benefit from CRS calculated using the service to be transferred;
3. Under the CRS governing laws is either:
 - a. a member of CRS who is not a current member in service under CRS governing law and has CRS accumulated contributions with CRS; or
 - b. is a former member of CRS who received a distribution of his or her accumulated contributions with CRS;
4. The member's service in SERS is greater than the amount of credit that would be obtained from CRS;
5. The member is eligible, or with the credit would be eligible, for a retirement allowance or disability benefit from SERS; and
6. The member agrees to retire or accept a disability benefit not later than ninety days after receiving notice from SERS that the credit has been obtained.

E. Eligible Service Credit

Service credit earned under the Transferring System or purchased or obtained military service credit in the Transferring System included in the Member's total service credit in the Transferring System.

F. Transferring System

The retirement system that agrees to transfer the required monies to the Accepting System at the request of the Eligible Member for the grant of service credit in accordance with this Agreement.

G. Year of Service

Years, including portion of a year or years, of Eligible Service Credit to be transferred.

Section III - Transfer

To initiate the transfer proceedings, an Eligible Member must complete, sign, and file with the Accepting System a written election form as authorized by the Accepting System, including an agreement to retire or accept a disability benefit no later than ninety days after receiving notice from the Accepting System that the credit has been obtained. When the form is properly completed and filed with the Accepting System, the Accepting System shall confirm that the Eligible Member's service credit in the Accepting System is greater than the amount of credit to be transferred and that the Eligible Member is eligible, or with the credit will be eligible, for a retirement or disability benefit. If all conditions have been met, the Accepting System shall provide written notice to the Transferring System, and Eligible Service Credit shall be transferred as set forth herein.

A. Transfer of Service Credit from CRS to SERS

SERS agrees to grant an Eligible SERS Member credit pursuant to Section IV of this Agreement for Eligible Service Credit the Member has in CRS upon receipt of the monies set forth in the applicable Section III A.1. or A.2. of this Agreement. CRS agrees to transfer the amounts specified in applicable Section III A.1. or A.2. within sixty days after receiving notice from SERS that an Eligible SERS Member has completed the required election form and paid any amounts required under Section III A.2.a. of this Agreement.

1. Contributions on Deposit

If the Eligible SERS Member has contributions on deposit with CRS, SERS agrees to grant the Member credit after receiving from CRS the sum of the following for each Year of Service to be transferred from CRS.

- a. An amount equal to the Member's contributions to CRS and payments made by the Member for purchased military service credit plus any interest granted by CRS on the Member's contributions.
- b. An amount equal to the lesser of the employer's contributions to CRS or the amount that would have been contributed by the employer for the service had the Member been a member of SERS when the Year of Service was earned.
- c. Interest calculated as set forth in Section VI of this Agreement from the last day of the year in which Year of Service was earned or in which payment was made for purchased military service credit to the date the transfer is made on the following amounts:
 - (i) The amount specified in Section III A.1.a. of this Agreement less any interest granted by CRS on the Member's contributions; and,
 - (ii) The amount specified in Section III A.1.b. of this Agreement.

- d. If CRS fails to transfer monies, as required under this Agreement, SERS shall notify the Member that CRS has failed to transfer the sums required and shall not grant service credit for the Year of Service.

2. Refunded Contributions

Only an Eligible SERS Member who has eighteen (18) months of contributing service credit with SERS is eligible to receive credit in SERS for Eligible Service Credit in CRS for which the Member has received a refund of contributions or payments from CRS. SERS agrees to grant the Eligible SERS Member service credit pursuant to Section IV of this Agreement subject to the following terms and payment of the following sums:

- a. An Eligible SERS Member shall pay to SERS for each Year of Service to be transferred an amount equal to the amount refunded by CRS to the Eligible Member for each Year of Service with interest calculated at a rate established by the School Employees Retirement Board on that amount from the date of the refund to the date of the payment;
- b. SERS shall notify CRS when it has received the payment set forth in Section III A.2.a. of this Agreement from the Eligible SERS Member for all Years of Service that the Eligible Member has elected to be transferred. Within sixty days of receiving notice from SERS, CRS agrees to transfer to SERS an amount equal to the sum of the following:
 - (i) Interest calculated as set forth in Section VI of this Agreement on the amount refunded to the Member that is attributable to each Year of Service for which the Eligible Member has paid the amount required under Section III A.2.a of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for purchased military service credit to the date the refund was made. This amount shall not include any amount of interest or employer contributions included in the refund CRS paid to the Member;
 - (ii) An amount equal to the lesser of the employer's contributions to CRS or the amount that would have been contributed by the employer for the service had the person been a member of SERS when the Year of Service was earned with interest calculated as set forth in Section VI of this Agreement on that amount from the last day of the year in which the Year of Service was earned to the date of the transfer.
- c. When the transfer of Eligible Service Credit involves refunded contributions and the Eligible SERS Member elects to purchase only a part of the total Eligible Service Credit available, or when the Accepting System does not receive payment of the full amount due from the Eligible Member, the Accepting System shall prorate the amount of service to be granted based upon the payment received. The Accepting System shall notify the Transferring System of the prorated credit to be granted and the Transferring

System shall be obligated to transfer the sums attributable to the prorated service credit to be granted. Upon receipt of the transferred monies, the Accepting System shall grant the prorated credit. Service credit shall be deemed to be transferred from the latest date to the earliest date. Military service credit shall be deemed earned as of the date it was obtained or purchased.

- d. If CRS fails to transfer monies, as required under this Agreement, SERS shall notify the Member that CRS has failed to transfer the sums required and shall refund the sums, if any, paid to SERS by the Member for the Year of Service.

B. Transfer of service credit from SERS to CRS

CRS agrees to grant an Eligible CRS Member credit pursuant to Section IV of this Agreement for Eligible Service Credit the member has in SERS upon receipt of the monies set forth in the applicable Section III B.1. or B.2. of this Agreement. SERS agrees to transfer the amounts specified in applicable Section III B.1. or B.2. within sixty days after receiving notice from CRS that an Eligible CRS Member has completed the required election form and paid any amounts required under Section III B.2.a. of this Agreement.

1. Contributions on Deposit

If the Eligible CRS Member has contributions on deposit with SERS, CRS agrees to grant the Member credit after receiving from SERS the sum of the following for each Year of Service to be transferred from SERS.

- a. An amount equal to the Member's contributions to SERS and payments made by the Member for purchased military service credit plus any interest granted by SERS on the Member's contributions.
- b. An amount equal to the lesser of the employer's contributions to SERS or the amount that would have been contributed by the employer for the service had the person been a member of CRS when the Year of Service was earned.
- c. Interest calculated as set forth in Section VI of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for military service credit to the date the transfer was made on the following amounts:
 - (i) The amount specified in Section III B.1.a. of this Agreement less any interest granted by SERS on the Member's contributions; and,
 - (ii) The amount specified in Section III B.1.b. of this Agreement.
- d. If SERS fails to transfer monies, as required under this Agreement, CRS shall notify the Member that SERS has failed to transfer the sums required, and shall not grant the service credit for the Year of Service.

2. Refunded Contributions

CRS agrees to grant service credit in CRS, pursuant to Section IV of this Agreement, for which the Eligible CRS Member has Eligible Service Credit in SERS subject to the following terms and payment of the following sums:

- a. An Eligible CRS Member shall pay to CRS an amount equal to the amount refunded by SERS to the Eligible Member for each Year of Service with interest calculated at a rate established by the CRS Board of Trustees on that amount from the date of the refund to the date of the payment.
- b. CRS shall notify SERS when it has received the payment set forth in Section III B.2.a. from the Eligible CRS Member for all Years of Service that the Eligible Member has elected to be transferred. Within sixty days of receiving notice from CRS, SERS agrees to transfer to CRS an amount equal to the sum of the following:
 - (i) Interest calculated as set forth in Section VI of this Agreement on the amount refunded to the Member that is attributable to each Year of Service for which the Eligible Member has paid the amount required under Section III B.2.a. of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for purchased military credit to the date the refund was made. This amount shall not include any amount of interest or employer contributions included in the refund SERS paid to the Member;
 - (ii) An amount equal to the lesser of the employer's contributions to SERS or the amount that would have been contributed by the employer for the service had the person been a member of CRS when the Year of Service was earned with interest calculated as set forth in Section VI of this Agreement on that amount from the last day of the year in which the Year of Service was earned to the date of the transfer.
- c. When the transfer of Eligible Service Credit involves refunded contributions and the Eligible CRS Member elects to purchase only a part of the total Eligible Service Credit available, or when the Accepting System does not receive payment of the full amount due from the Eligible Member, the Accepting System shall prorate the amount of service to be granted based upon the payment received. The Accepting System shall notify the Transferring System of the prorated credit to be granted and the Transferring System shall be obligated to transfer the sums attributable to the prorated service credit to be granted. Upon receipt of the transferred monies, the Accepting System shall grant the prorated credit. Service credit shall be deemed to be transferred from the latest date to the earliest date. Military service credit shall be deemed earned as of the date it was obtained or purchased.

- d. If SERS fails to transfer monies, as required under this Agreement, CRS shall notify the Member that SERS has failed to transfer the sums required and shall refund the sums, if any, paid to CRS by the Member for the Year of Service.

Section IV - Service Credit Granted

The Accepting System shall grant service credit to the Eligible Member for a specific period of Eligible Service Credit to be transferred from the Transferring System as allowed by the Accepting System's applicable service credit law, subject to the payment of sums provided under Section III of this Agreement and the provisions set forth in Section V of this Agreement. The Accepting System shall not require the transfer or payment of monies as to military service credit to be transferred that was granted by the Transferring System without payment of any contributions or other sums.

The Accepting System shall withdraw service credit and refund all amounts paid or transferred to obtain the credit if the member fails to retire or accept a disability benefit not later than ninety days after receiving notice from the Accepting System that the credit has been obtained or if the member's application for disability is denied. When the withdrawn credit was obtained from a transfer of contributions and interest, the Transferring System shall restore the Eligible Member's cancelled service credit and account balance to their pre-transfer status.

Section V - Ineligible Credit

- A. Service credit that has been used to calculate any retirement allowance or pension benefit currently being paid or payable in the future may not be transferred pursuant to this Agreement.

- B. Concurrent Service

Credit transferable under this Agreement shall not exceed one year of credit for any twelve-month period of service. If the period of service for which credit is to be transferred under this Agreement is concurrent with a period of service that will be used to calculate a retirement benefit under the Accepting System, the amount of credit shall be adjusted in accordance with the Accepting System's applicable law, policies, or procedures.

Section VI Interest

Interest charged under Section III of this Agreement shall be calculated separately for each year of Eligible Service Credit. Unless otherwise specified, it shall be calculated at the lesser of the actuarial assumption rate of SERS or CRS for that year in which the credit was earned. The interest shall be compounded annually. The actuarial assumption rates, and employee and employer contribution rates from the year 1960 through the year 2022 for SERS are attached as Exhibit A, and for CRS from the year 1957 through the year 2022 as Exhibit B. SERS and CRS shall notify each other of any change to these rates.

Section VII - Effect of Transfer

- A. The granting of service credit by the Accepting System under this Agreement, upon receipt of transferred contributions on deposit plus interest from the Transferring System, cancels an equivalent amount of service credit in the Transferring System.
- B. Any other effects of the transfer on the Eligible Member's entitlement to retirement, pension, disability, or other benefits under the Accepting System and the Transferring System shall be determined under the terms of SERS and CRS laws, policies, or procedures.
- C. This Agreement is in no way intended to restrict or limit the power of:
 - 1. The legislative authority of the City to amend the provisions of the CRS laws, or the authority of the Ohio General Assembly to amend the provisions of SERS laws, including, and without limitation, amendments that reduce the amount of, or restrict the availability of, pension and other benefits attributable to service credit that has been transferred under this Agreement; or,
 - 2. The Boards of Trustees of CRS or of SERS to adopt rules, regulations, procedures and other administrative practices, including, and without limitation, rules, regulations, procedures and other administrative practices that reduce the amount of, or restrict the availability of, pension or other benefits attributable to service credit that has been transferred under this Agreement.

Section VIII - Certified Copies

At the written request of the Accepting System, the Transferring System shall certify in writing to the Accepting System a copy of the records of the service and contributions of a member who seeks to transfer service credit under O.R.C. 3309.75 or O.R.C. 3309.76.

Section IX - Modifications

The terms and conditions of this Agreement can only be modified if both parties approve any modification in writing and signed by their authorized representative.

Section X - Term of Agreement

This amended agreement will commence October 1, 2023 Either party can terminate this Agreement upon one hundred twenty days prior written notice to the other party.

Section XI - Effect of Termination

The termination of this Agreement shall not affect any transfer of Eligible Service Credit or contributions made between SERS and CRS that are completed prior to termination. If an Eligible Member of SERS or CRS, prior to the effective termination date of this Agreement, has paid the Accepting System, or commenced to pay the Accepting System by payroll deduction or other form of installment payment, the amounts due under Section III A.2.a. or B.2.a. of this Agreement for Eligible Service Credit where contributions had been refunded,

SERS and CRS shall complete the transfer of Eligible Service Credit in accordance with the terms of this Agreement that were in effect as of the effective date of termination.

Section XII - Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance, regardless of laws that might be applicable under conflict of law principles.

Section XIII - Notice

Notices required or permitted under this Agreement shall be in writing and be sent regular U.S. mail, addressed as follows:

If to SERS:
School Employees Retirement System
300 East Broad Street, Suite 100
Columbus, OH 43215
Attn: Executive Director

If to CRS:
Cincinnati Retirement System
801 Plum Street, Room 348
Cincinnati, OH 45202
Attn: CRS Director

Any changes in the address for notice shall be made in writing and mailed as set forth in this Section.

Section XIV - Transfer of Monies

Each party shall provide the other party with current written instructions for the transfer of monies when it is the Accepting System in a transfer.

* * *

CITY OF CINCINNATI
ON BEHALF OF
THE BOARD OF TRUSTEES OF
THE CINCINNATI RETIREMENT
SYSTEM

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

Date: _____

RECOMMENDED BY

Name: Jon Salstrom
Title: Executive Director, Retirement

APPROVED AS TO FORM:

Assistant City Solicitor

SCHOOL EMPLOYEES RETIREMENT
SYSTEM OF OHIO

BY: _____
Richard Stensrud, Executive Director

Date: _____

Exhibit A

SERS Actuarial Assumption Rates

1960	3.00%	1985	7.50%	2010	8.00%
1961	3.00%	1986	7.50%	2011	
1962	3.00%	1987	7.50%	2012	
1963	3.00%	1988	7.50%	2013	
1964	3.13%	1989	7.50%	2014	
1965	3.25%	1990	7.50%	2015	
1966	3.25%	1991		2016	
1967	4.00%	1992	7.75%	2017	
1968	4.00%	1993	7.75%	2018	
1969	4.00%	1994	7.75%	2019	
1970	4.00%	1995	7.75%	2020	
1971	4.00%	1996	8.25%	2021	
1972	4.25%	1997	8.45%	2022	
1973	4.50%	1998	8.25%		
1974	4.75%	1999	8.25%		
1975	4.94%	2000	8.25%		
1976		2001	8.25%		
1977	5.00%	2002			
1978	5.00%	2003			
1979	5.00%	2004			
1980	5.00%	2005			
1981		2006			
1982	5.50%	2007			
1983	5.50%	2008			
1984	7.50%	2009			

Exhibit A

SERS Employee & Employer Contribution Rates

Year	Member Contribution Rate	Employer Contribution Rate
1960	7.00%	9.22%
1961	7.00%	9.22%
1962	7.00%	9.22%
1963	7.00%	9.22%
1964	7.00%	9.22%
1965	7.00%	9.22%
1966	7.00%	10.00%
1967	7.00%	10.00%
1968	7.00%	10.00%
1969	7.90%	10.00%
1970	7.90%	11.40%
1971	7.90%	11.40%
1972	7.90%	11.40%
1973	7.90%	11.40%
1974	7.95%	12.50%
1975	8.00%	12.50%

Year	Member Contribution Rate	Employer Contribution Rate
1976	8.00%	12.50%
1977	8.00%	12.50%
1978	8.00%	12.50%
1979	8.00%	12.50%
1980	8.00%	12.50%
1981	8.00%	12.50%
1982	8.00%	12.50%
1983	8.00%	12.50%
1984	8.75%	14.00%
1985	8.75%	14.00%
1986	8.75%	14.00%
1987	8.75%	14.00%
1988	8.75%	14.00%
1989	8.75%	14.00%
1990	9.00%	14.00%
1991	9.00%	14.00%

Year	Member Contribution Rate	Employer Contribution Rate
1992	9.00%	14.00%
1993	9.00%	14.00%
1994	9.00%	14.00%
1995	9.00%	14.00%
1996	9.00%	14.00%
1997	9.00%	14.00%
1998	9.00%	14.00%
1999	9.00%	14.00%
2000	9.00%	14.00%
2001	9.00%	14.00%
2002		14.00%
2003		14.00%
2004		14.00%
2005		14.00%
2006		14.00%
2007		14.00%

Year	Member Contribution Rate	Employer Contribution Rate
2008		14.00%
2009		14.00%
2010		14.00%
2011		14.00%
2012		14.00%
2013		14.00%
2014		14.00%
2015		14.00%
2016		14.00%
2017		14.00%
2018		14.00%
2019		14.00%
2020		14.00%
2021		14.00%
2022		

Exhibit B

Cincinnati Retirement System Actuarial Summary

YEAR	CRS ACTUARIAL	CRS EMPLOYER	CRS EMPLOYEE
1951	3.50	9.93	6.00
1952	3.50	9.93	6.00
1953	3.50	9.93	6.00
1954	3.50	9.93	6.00
1955	3.50	9.93	6.00
1956	3.50	9.93	6.00
1957	3.50	9.93	6.00
1958	3.50	9.98	6.00
1959	3.50	9.95	6.00
1960	3.50	9.93	6.00
1961	3.50	11.50	6.00
1962	3.50	11.57	6.00
1963	3.50	11.55	6.00
1964	3.75	10.79	6.00
1965	3.75	10.73	6.00
1966	3.75	10.56	6.00
1967	3.75	10.59	6.00
1968	4.00	10.42	6.00
1969	4.00	10.41	6.00
1970	4.00	11.14	6.00
1971	4.00	11.79	6.00
1972	4.00	11.92	6.00
1973	4.00	12.06	6.00
1974	4.00	11.94	6.00
1975	4.00	12.52	6.00
1976	4.00	13.41	6.00
1977	4.00	14.22	6.00
1978	4.00	14.65	7.00
1979	4.00	14.93	7.00
1980	6.50	15.66	7.00
1981	6.50	15.88	7.00
1982	6.50	16.21	7.00
1983	6.50	16.21	7.00
1984	6.50	15.75	7.00
1985	7.50	16.45	7.00
1986	7.50	14.41	7.00
1987	7.50	14.11	7.00
1988	7.50	14.91	7.00
1989	7.50	18.09	7.00
1990	8.25	14.67	7.00
1991	8.25	16.75	7.00
1992	8.25	16.75	7.00
1993	8.25	16.75	7.00
1994	8.25	18.90	7.00
1995	8.75	18.90	7.00
1996	8.75	18.90	7.00
1997	8.75	18.90	7.00
1998	8.75	14.00	7.00
1999	8.75	7.00	7.00
2000	8.75	7.00	7.00
2001	8.75	7.00	7.00
2002	8.75	7.00	7.00
2003	8.75	7.00	7.00
2004	8.75	11.00	7.00
2005	8.75	11.00	7.00
2006	8.75	17.00	7.00
2007	8.00	21.77	7.00
2008	8.00	17.00	7.00
2009	8.00	17.00	7.00
2010	8.00	17.00	7.50
2011	8.00	17.00	8.00
2012	7.50	18.00	8.50
2013	7.50	20.00	9.00
1/1/2014-6/30/2014	7.50	22.00	9.00
7/1/2014-6/30/2015	7.50	14.00	9.00
7/1/2015-12/31/2015	7.50	14.00	9.00
2016	7.50	16.25	9.00
2017	7.50	16.25	9.00

2018	7.50	16.25	9.00
2019	7.50	16.25	9.00
2020	7.50	16.25	9.00
2021	7.50	16.25	9.00
2022	7.50	16.25	9.00
2023	7.50	17.00	9.00

Transfer of Service Credit Agreement

This Transfer of Service Credit Agreement (hereinafter, "this Agreement") is effective this 1st day of October, 2023, between the State Teachers Retirement System of Ohio, a public pension fund created pursuant to Chapter 3307 of the Ohio Revised Code (hereinafter, "the O.R.C."), on behalf of the Board of Trustees of State Teachers Retirement System of Ohio (hereinafter "STRS"), and the City of Cincinnati on behalf of the Board of Trustees of the Cincinnati Retirement System (hereinafter "CRS"). This Agreement amends and replaces the Transfer of Service Credit Agreement entered into by the parties on July 1, 2002.

Section I - Interpretation

This Agreement is entered into in accordance with O.R.C. 3307.762 and is intended to be consistent with O.R.C. sections 3307.762, 3307.763, and 3307.764, and any ordinance or resolution adopted by the Cincinnati City Council and CRS in accordance with O.R.C. 3307.762(B)(1).

Section II - Definitions

To the extent that this Agreement refers to terms that are contained in O.R.C. Chapter 3307 or Cincinnati Municipal Code (hereinafter "CMC") Chapter 203, unless otherwise specified herein, such terms shall have the meanings ascribed to them in those respective provisions. The following definitions shall apply for purposes of this Agreement.

A. Accepting System

The retirement system that agrees to grant an Eligible Member service credit in exchange for the transfer of monies from the Transferring System and payment as applicable from the Eligible Member in accordance with this Agreement.

B. Eligible CRS Member

A person who meets all of the following:

1. Is a member of CRS who is not receiving a service retirement allowance or a disability retirement allowance or benefit under CRS;
2. Is not receiving a retirement allowance or disability benefit from STRS calculated using the service to be transferred; and
3. Under O.R.C. Chapter 3307, is either:

- a. a member of the defined benefit plan administered by STRS who is not a current contributor and has accumulated contributions in the STRS employees' savings fund; or
 - b. is a former member of STRS who has withdrawn his or her accumulated contributions from the employees' savings fund.
- 4. The member's service credit in CRS is greater than the amount of credit that would be obtained from STRS;
 - 5. The member is eligible, or with the credit would be eligible, for a service retirement allowance, disability retirement allowance or benefit from CRS; and
 - 6. The member agrees to retire and accept a benefit not later than ninety days after receiving notice from CRS that the credit has been obtained.

C. Eligible Member or Member

A person who is either an Eligible CRS Member or an Eligible STRS Member as the context dictates.

D. Eligible STRS Member

A person who meets all of the following:

- 1. Is a member of the defined benefit plan administered by STRS who is not receiving a retirement allowance or disability benefit;
- 2. Is not receiving a service retirement allowance or a disability service retirement allowance or benefit from CRS calculated using the service to be transferred; and
- 3. Under the CRS governing laws is either:
 - a. a member of CRS who is not a current member in service under CRS governing law and has CRS accumulated contributions with CRS; or
 - b. is a former member of CRS who received a distribution of his or her accumulated contributions with CRS.
- 4. The member's service in STRS is greater than the amount of credit that would be obtained from CRS;

5. The member is eligible, or with the credit would be eligible, for a retirement allowance or disability benefit from the defined benefit plan administered by STRS; and
6. The member agrees to retire or accept a disability benefit not later than ninety days after receiving notice from STRS that the credit has been obtained.

E. Eligible Service Credit

Service credit earned under the Transferring System or purchased or obtained military service credit in the Transferring System included in the Member's total service credit in the Transferring System.

F. Transferring System

The retirement system that agrees to transfer the required monies to the Accepting System at the request of the Eligible Member for the grant of service credit in accordance with this Agreement.

G. Year of Service

Years, including portion of a year or years, of Eligible Service Credit to be transferred.

H. Year

For purposes of determining transferred service credit, "year" shall mean the year used by the accepting system.

1. The "year" used by STRS is July 1 to June 30.
2. The "year" used by CRS is January 1 to December 31.

Section III - Transfer

To initiate the transfer proceedings, an Eligible Member must complete, sign, and submit with the Accepting System a written election form as authorized by the Accepting System, including an agreement to retire or accept a disability benefit no later than 90 days after receiving notice from the Accepting System that the credit has been obtained. When the form is properly completed and submitted with the Accepting System, the Accepting System shall confirm that the Eligible Member's service credit in the Accepting System is greater than the amount of credit to be transferred and that the Eligible Member is eligible, or with the credit will be eligible, for a retirement or disability benefit. If all conditions have

been met, the Accepting System shall provide written notice to the Transferring System, and Eligible Service Credit shall be transferred as set forth herein.

A. Transfer of Service Credit from CRS to STRS

STRS agrees to grant an Eligible STRS Member credit pursuant to Section IV of this Agreement for Eligible Service Credit the Member has in CRS upon receipt of the monies set forth in the applicable Section III A.1. or A.2. of this Agreement. CRS agrees to transfer the amounts specified in applicable Section III A.1. or A.2. within sixty days after receiving notice from STRS that an Eligible STRS Member has completed the required election form and paid any amounts required under Section III A.2.a. of this Agreement.

1. Contributions on Deposit

If the Eligible STRS Member has contributions on deposit with CRS, STRS agrees to grant the Member credit after receiving from CRS the sum of the following for each Year of Service to be transferred from CRS.

- a. An amount equal to the Member's contributions to CRS and payments made by the Member for purchased military service credit plus any interest granted by CRS on the Member's contributions.
- b. An amount equal to the lesser of the employer's contributions to CRS or the amount that would have been contributed by the employer for the service had the Member been a member of STRS when the Year of Service was earned.
- c. Interest calculated as set forth in Section VI of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for purchased military service credit to the date the transfer is made on the following amounts:
 - (i) The amount specified in Section III A.1.a. of this Agreement less any interest granted by CRS on the Member's contributions; and,
 - (ii) The amount specified in Section III A.1.b. of this Agreement.
- d. If CRS fails to transfer monies, as required under this Agreement, STRS shall notify the Member that CRS has failed to transfer the sums required, and shall not grant service credit for the Year of Service.

2. Refunded Contributions

Only an Eligible STRS Member who has at least 1.5 years of contributing service credit with STRS is eligible to receive credit in STRS for Eligible Service Credit in CRS for which the Member has received a refund of contributions or payments from CRS. STRS agrees to grant the Eligible STRS Member service credit pursuant to Section IV of this Agreement subject to the following terms and payment of the following sums:

- a. An Eligible STRS Member shall pay to STRS for each Year of Service to be transferred an amount equal to the amount refunded by CRS to the Eligible Member for each Year of Service with interest calculated at a rate established by the State Teachers Retirement Board on that amount from the date of the refund to the date of the payment;
- b. STRS shall notify CRS when it has received the payment set forth in Section III A.2.a. of this Agreement from the Eligible STRS Member for all Years of Service that the Eligible Member has elected to be transferred. Within sixty (60) days of receiving notice from STRS, CRS agrees to transfer to STRS an amount equal to the sum of the following:
 - (i) Interest calculated as set forth in Section VI of this Agreement on the amount refunded to the Member that is attributable to each Year of Service for which the Eligible Member has paid the amount required under Section III A.2.a of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for purchased military service credit to the date the refund was made. This amount shall not include any amount of interest or employer contributions included in the refund CRS paid to the Member;
 - (ii) An amount equal to the lesser of the employer's contributions to CRS or the amount that would have been contributed by the employer for the service had the person been a member of STRS when the Year of Service was earned with interest calculated as set forth in Section VI of this Agreement on that amount from the last day of the year in which the Year of Service was earned to the date of the transfer.
- c. When the transfer of Eligible Service Credit involves refunded contributions and the Eligible STRS Member elects to purchase only a part of the total Eligible Service Credit available, or when the Accepting System does not receive payment of the full amount due

from the Eligible Member, the Accepting System shall prorate the amount of service to be granted based upon the payment received. The Accepting System shall notify the Transferring System of the prorated credit to be granted and the Transferring System shall be obligated to transfer the sums attributable to the prorated service credit to be granted. Upon receipt of the transferred monies, the Accepting System shall grant the prorated credit. Service credit shall be deemed to be transferred from the latest date to the earliest date. Military service credit shall be deemed earned as of the date it was obtained or purchased.

- d. If CRS fails to transfer monies, as required under this Agreement, STRS shall notify the Member that CRS has failed to transfer the sums required and shall refund the sums, if any, paid to STRS by the Member for the Year of Service.

B. Transfer of service credit from STRS to CRS

CRS agrees to grant an Eligible CRS Member credit pursuant to Section IV of this Agreement for Eligible Service Credit the member has in STRS upon receipt of the monies set forth in the applicable Section III B.1. or B.2. of this Agreement. STRS agrees to transfer the amounts specified in applicable Section III B.1. or B.2. within sixty days after receiving notice from CRS that an Eligible CRS Member has completed the required election form and paid any amounts required under Section III B.2.a. of this Agreement.

1. Contributions on Deposit

If the Eligible CRS Member has contributions on deposit with STRS, CRS agrees to grant the Member credit after receiving from STRS the sum of the following for each Year of Service to be transferred from STRS.

- a. An amount equal to the Member's contributions to STRS and payments made by the Member for purchased military service credit plus any interest granted on the Member's contributions.
- b. An amount equal to the lesser of the employer's contributions to STRS or the amount that would have been contributed by the employer for the service had the person been a member of CRS when the Year of Service was earned.
- c. Interest calculated as set forth in Section VI of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for military service credit to the date the transfer was made on the following amounts:

- (i) The amount specified in Section III B.1.a. of this Agreement less any interest granted by STRS on the Member's contributions; and,
 - (ii) The amount specified in Section III B.1.b. of this Agreement.
- d. If STRS fails to transfer monies, as required under this Agreement, CRS shall notify the Member that STRS has failed to transfer the sums required, and shall not grant the service credit for the Year of Service.

2. Refunded Contributions

CRS agrees to grant service credit in CRS, pursuant to Section IV of this Agreement, for which the Eligible CRS Member has Eligible Service Credit in STRS subject to the following terms and payment of the following sums:

- a. An Eligible CRS Member shall pay to CRS an amount equal to the amount refunded by STRS to the Eligible Member for each Year of Service with interest calculated at a rate established by the CRS Board of Trustees on that amount from the date of the refund to the date of the payment.
- b. CRS shall notify STRS when it has received the payment set forth in Section III B.2.a. from the Eligible CRS Member for all Years of Service that the Eligible Member has elected to be transferred. Within sixty days of receiving notice from CRS, STRS agrees to transfer to CRS an amount equal to the sum of the following:
 - (1) Interest calculated as set forth in Section VI of this Agreement on the amount refunded to the Member that is attributable to each Year of Service for which the Eligible Member has paid the amount required under Section III B.2.a. of this Agreement from the last day of the year in which the Year of Service was earned or in which payment was made for purchased military credit to the date the refund was made. This amount shall not include any amount of interest or employer contributions included in the refund STRS paid to the Member;
 - (2) An amount equal to the lesser of the employer's contributions to STRS or the amount that would have been contributed by the employer for the service had the person been a member of CRS when the Year of Service was earned with interest calculated as set forth in Section VI of this Agreement on that

amount from the last day of the year in which the Year of Service was earned to the date of the transfer.

- c. When the transfer of Eligible Service Credit involves refunded contributions and the Eligible CRS Member elects to purchase only a part of the total Eligible Service Credit available, or when the Accepting System does not receive payment of the full amount due from the Eligible Member, the Accepting System shall prorate the amount of service to be granted based upon the payment received. The Accepting System shall notify the Transferring System of the prorated credit to be granted and the Transferring System shall be obligated to transfer the sums attributable to the prorated service credit to be granted. Upon receipt of the transferred monies, the Accepting System shall grant the prorated credit. Service credit shall be deemed to be transferred from the latest date to the earliest date. Military service credit shall be deemed earned as of the date it was obtained or purchased.
- d. If STRS fails to transfer monies, as required under this Agreement, CRS shall notify the Member that STRS has failed to transfer the sums required and shall refund the sums, if any, paid to CRS by the Member for the Year of Service.

Section IV - Service Credit Granted

The Accepting System shall grant service credit to the Eligible Member for a specific period of Eligible Service Credit to be transferred from the Transferring System as allowed by the Accepting System's applicable service credit law, subject to the payment of sums provided under Section III of this Agreement and the provisions set forth in Section V of this Agreement. The Accepting System shall not require the transfer or payment of monies as-to military service credit to be transferred that was granted by the Transferring System without payment of any contributions or other sums.

The Accepting System shall withdraw service credit and refund all amounts paid or transferred to obtain the credit if the member fails to retire or accept a disability benefit not later than 90 days after receiving notice from the Accepting System that the credit has been obtained or if the member's application for disability is denied. When the withdrawn credit was obtained from a transfer of contributions and interest, the Transferring System shall restore the Eligible Member's cancelled service credit and account balance to their pre-transfer status.

Section V - Ineligible Credit

A. Service credit that has been used to calculate any retirement allowance or pension benefit currently being paid or payable in the future may not be transferred pursuant to this Agreement.

B. Concurrent Service

Credit transferable under this Agreement shall not exceed one year of credit for any twelve-month period of service. If the period of service for which credit is to be transferred under this Agreement is concurrent with a period of service that will be used to calculate a retirement benefit under the Accepting System, the amount of credit shall be adjusted in accordance with the Accepting System's applicable law, policies, or procedures.

Section VI - Interest

Interest charged under Section III of this Agreement shall be calculated separately for each year of Eligible Service Credit. Unless otherwise specified, it shall be calculated at the lesser of the actuarial assumption rate of STRS or CRS for that year in which the credit was earned. The interest shall be compounded annually. The actuarial assumption rates, and employee and employer contribution rates from the year 1960 through the year 2022 for STRS are attached as Exhibit A, and for CRS from the year 1957 through the year 2022 as Exhibit B. STRS and CRS shall notify each other of changes to these rates including the date of the change.

Section VII - Effect of Transfer

A. The granting of service credit by the Accepting System under this Agreement, upon receipt of transferred contributions on deposit plus interest from the Transferring System, cancels an equivalent amount of service credit in the Transferring System.

B. Any other effects of the transfer on the Eligible Member's entitlement to retirement, pension, disability, or other benefits under the Accepting System and the Transferring System shall be determined under the terms of STRS and CRS governing laws, policies or procedures.

C. This Agreement is in no way intended to restrict or limit the power of:

1. The legislative authority of the City to amend the provisions of the CRS laws, or the authority of the Ohio General Assembly to amend the provisions of STRS laws, including, and without limitation, amendments that reduce the amount of, or restrict the availability of, pension and other benefits

attributable to service credit that has been transferred under this Agreement; or,

2. The Boards of Trustees of CRS or of STRS to adopt rules, regulations, procedures and other administrative practices, including, and without limitation, rules, regulations, procedures and other administrative practices that reduce the amount of, or restrict the availability of, pension or other benefits attributable to service credit that has been transferred under this Agreement.

Section VIII - Certified Copies

At the written request of the Accepting System, the Transferring System shall certify in writing to the Accepting System a copy of the records of the service and contributions of a member who seeks to transfer service credit under O.R.C. 3307.763 or O.R.C. 3307.764.

Section IX - Modifications

The terms and conditions of this Agreement can only be modified if both parties approve any modification in writing and signed by their authorized representative.

Section X - Term of Agreement

This amended agreement will commence on October 1, 2023 and shall continue until it is replaced by a subsequent agreement or terminated. Either party can terminate this Agreement upon one hundred twenty (120) days prior written notice to the other party.

Section XI - Effect of Termination

The termination of this Agreement shall not affect any transfer of Eligible Service Credit or contributions made between STRS and CRS that are completed prior to termination. If an Eligible Member of STRS or CRS, prior to the effective termination date of this Agreement, has paid the Accepting System, or commenced to pay the Accepting System by payroll deduction or other form of installment payment, the amounts due under Section III A.2.a. or B.2.a. of this Agreement for Eligible Service Credit where contributions had been refunded, STRS and CRS shall complete the transfer of Eligible Service Credit in accordance with the terms of this Agreement that were in effect as of the effective date of termination.

Section XII - Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance, regardless of laws that might be applicable under conflict of law principles.

Section XIII - Notice

Notices required or permitted under this Agreement shall be in writing and be sent regular U.S. mail, addressed as follows:

If to STRS:
State Teachers Retirement System
275 East Broad Street
Columbus, OH 43215

If to CRS:
Cincinnati Retirement System 801 Plum Street, Room 348
Cincinnati, OH 45202
Attn: CRS Director

Any changes in the address for notice shall be made in writing and mailed as set forth in this Section.

Section XIV – Transfer of Monies

Each party shall provide the other party with current written instructions for the transfer of monies when it is the Accepting System in a transfer.

* * *

State Teachers Retirement System of Ohio

By: _____
Printed Name: _____ Date _____
Title: _____

CITY OF CINCINNATI ON BEHALF OF THE BOARD OF TRUSTEES OF RETIREMENT

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

RECOMMENDED BY:

Name: Jon Salstrom
Title: Executive Director, Retirement

APPROVED AS TO FORM:

Assistant City Solicitor

Exhibit A

**STRS Actuarial Assumption Rates and Employer Contribution Rates
for Years 1960-2022**

STRS Ohio

Member Contribution

Date	Rate
9/1/1945	5.00%
9/1/1951	6.00%
9/1/1959	7.00%
7/1/1968	7.80%
1/1/1974	8.00%
7/1/1977	8.50%
1/1/1984	8.75%
7/1/1988	8.77%
7/1/1990	9.25%
7/1/1994	9.30%
7/1/2003	10.00%
7/1/2013	11.00%
7/1/2014	12.00%
7/1/2015	13.00%
7/1/2016 - curr.	14.00%

Employer Contribution

Date	Rate
9/1/1959	10.41%
9/1/1964	11.00%
1/1/1966	11.50%
9/1/1969	12.90%
1/1/1974	12.55%
7/1/1977	13.50%
1/1/1984 - curr.	14.00%

Actuarial

Date	Rate
9/1/1955	3.00%
9/1/1963	3.25%
9/1/1966	4.00%
9/1/1970	4.25%
9/1/1972	4.75%
7/1/1973	5.00%
7/1/1975	6.00%
7/1/1978	6.50%
7/1/1980	7.50%
7/1/1986	7.75%
7/1/1993	7.50%
7/1/2000	7.75%
7/1/2003	8.00%
7/1/2012	7.75%
7/1/2017	7.45%
9/1/2021 -curr.	7.00%

Exhibit B

**CRS Actuarial Assumption Rates and Employer Contribution Rates
for Years 1957-2022**

YEAR	CRS ACTURAL	CRS EMPLOYER	CRS EMPLOYEE
1951	3.50	9.93	6.00
1952	3.50	9.93	6.00
1953	3.50	9.93	6.00
1954	3.50	9.93	6.00
1955	3.50	9.93	6.00
1956	3.50	9.93	6.00
1957	3.50	9.93	6.00
1958	3.50	9.98	6.00
1959	3.50	9.95	6.00
1960	3.50	9.93	6.00
1961	3.50	11.50	6.00
1962	3.50	11.57	6.00
1963	3.50	11.55	6.00
1964	3.75	10.79	6.00
1965	3.75	10.73	6.00
1966	3.75	10.56	6.00
1967	3.75	10.59	6.00
1968	4.00	10.42	6.00
1969	4.00	10.41	6.00
1970	4.00	11.14	6.00
1971	4.00	11.79	6.00
1972	4.00	11.92	6.00
1973	4.00	12.06	6.00
1974	4.00	11.94	6.00
1975	4.00	12.52	6.00
1976	4.00	13.41	6.00
1977	4.00	14.22	6.00
1978	4.00	14.65	7.00
1979	4.00	14.93	7.00
1980	6.50	15.66	7.00
1981	6.50	15.88	7.00
1982	6.50	16.21	7.00
1983	6.50	16.21	7.00
1984	6.50	15.75	7.00
1985	7.50	16.45	7.00
1986	7.50	14.41	7.00
1987	7.50	14.11	7.00
1988	7.50	14.91	7.00
1989	7.50	18.09	7.00
1990	8.25	14.67	7.00
1991	8.25	16.75	7.00
1992	8.25	16.75	7.00
1993	8.25	16.75	7.00
1994	8.25	18.90	7.00
1995	8.75	18.90	7.00
1996	8.75	18.90	7.00
1997	8.75	18.90	7.00
1998	8.75	14.00	7.00
1999	8.75	7.00	7.00
2000	8.75	7.00	7.00
2001	8.75	7.00	7.00
2002	8.75	7.00	7.00
2003	8.75	7.00	7.00
2004	8.75	11.00	7.00
2005	8.75	11.00	7.00
2006	8.75	17.00	7.00
2007	8.00	21.77	7.00
2008	8.00	17.00	7.00
2009	8.00	17.00	7.00
2010	8.00	17.00	7.50
2011	8.00	17.00	8.00
2012	7.50	18.00	8.50
2013	7.50	20.00	9.00
1/1/2014-6/30/2014	7.50	22.00	9.00
7/1/2014-6/30/2015	7.50	14.00	9.00
7/1/2015-12/31/2015	7.50	14.00	9.00
2016	7.50	16.25	9.00
2017	7.50	16.25	9.00

2018	7.50	16.25	9.00
2019	7.50	16.25	9.00
2020	7.50	16.25	9.00
2021	7.50	16.25	9.00
2022	7.50	16.25	9.00
2023	7.50	17.00	9.00

September 7, 2023

To: Mayor and Members of City Council

202301964

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Exemption Agreement with So Much Better LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with So Much Better, LLC, thereby authorizing an eight-year tax exemption for 100 percent of the value of improvements made to real property located at 635 Main Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 1,920 square feet of commercial space and 1,720 square feet of office space, at a total construction cost of approximately \$557,501.

BACKGROUND/CURRENT CONDITIONS

The property is located at 635 Main Street near the corner of Main and E. 7th Street in the Central Business District. This historic building is approximately 150 years old and currently sits vacant. The building previously was home to the Hathaway Stamp company and at one point was a women’s hat shop. Throughout the life of the building, the ground floor has primarily been used as a commercial space, with the remaining floors being used as storage space. This project will renovate the two lower floors of the building into a reception space and law offices. The building is in excellent structural condition and maintains its historic façade.

DEVELOPER INFORMATION

So Much Better, LLC is headed by Christopher P. Finney, owner of Finney Law Firm, the Project’s future commercial tenant. Mr. Finney and his affiliated companies have been involved in several development projects, including the restoration and conversion of the adjacent property, 633 Main Street, into three residential condos and a hair salon. Other projects that Mr. Finney and his associates have completed include the renovation of a 16,000 sq. ft. office space at 7373 Beechmont Avenue, the renovation of a 14-unit office building in Ft. Thomas, Kentucky, the development and sale of the Massie’s Point and Todd’s Fork residential subdivisions, and the ownership and sale of numerous other residential units around the region.

CRA Agreement – 636 Main Street

So Much Better, LLC

Page 2

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance so that the Developer can commence construction as soon as possible.

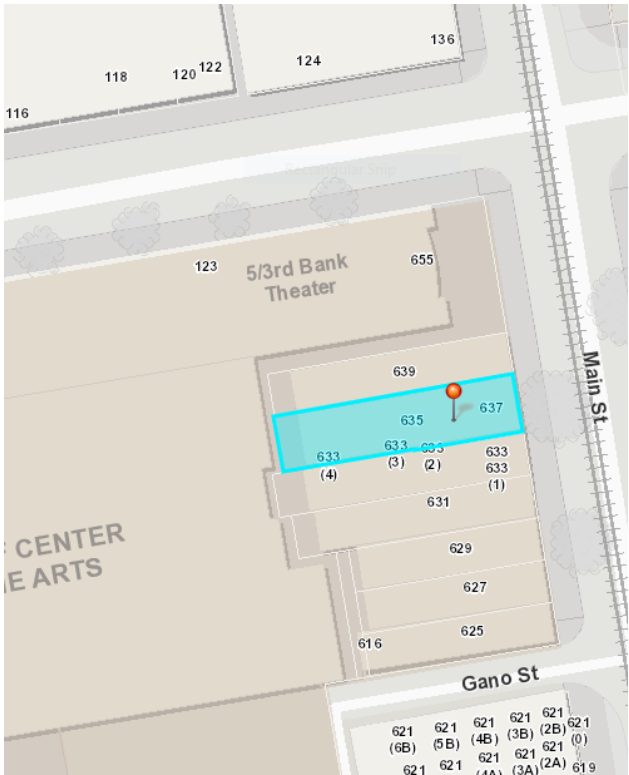
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	635 Main Street
Street Address	635 Main Street
Neighborhood	Downtown
Property Condition	Primarily Vacant Building
Project Type	Renovation
Project Cost	Hard Construction Costs: \$557,501 Acquisition Costs: \$199,000 Soft Costs: \$83,575
Private Investment	Private Financing: None Developer Equity: \$840,076
Sq. Footage by Use	Commercial: 1,920 sq. ft. Office: 1,720 sq. ft.
Rent Ranges	\$23.35 per sq. ft.
Jobs and Payroll	Created FTE Positions: 9 Total Payroll for Created FTE Positions: \$987,596 Average Salary for Created FTE Positions: \$109,733 Construction FTE Positions: 1 Total Payroll for Construction FTE Positions: \$50,000
Location and Transit	Located within the Central Business District; Walk Score of 96, Transit Score of 80, and Bike Score of 64
Community Engagement	Developer has met with surrounding property owners
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map



Proposed Incentive

Incentive Terms	8-year, net 52%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (Non-LEED)
“But For”	Without Abatement: Year 5: 8% (stabilized vacancy) With Abatement: Year 5: 10% (stabilized vacancy)
Environmental Building Certification	Non-LEED
VTICA	Streetcar VTICA – 15%
SBE/MBE/WBE Goals	SBE Goal of 30%
Other Incentives & Approvals	Developer is pursuing residential tax abatements for condominium units being created on the third and fourth floors of the building outside the scope of the commercial portion of this project.

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$4,972
Total Term Incentive to Developer	\$39,774
City's Portion of Property Taxes Forgone (Term)	\$0
City's TIF District Revenue Forgone (Term)	\$55,837

Public Benefit	Value	
CPS PILOT	Annual	\$3,155
	Total Term	\$25,241
VTICA	Annual	\$1,434
	Total Term	\$11,473
Income Tax Total Term (Maximum)	\$143,114	
Total Public Benefit (CPS PILOT, VTICA, Income Tax)	\$179,828	

Total Public Benefit ROI*	\$4.52
City's ROI**	\$2.56

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

**This figure represents the total income tax generated for the City over the City's property taxes forgone.

EMERGENCY

TJL

- 2023

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with So Much Better, LLC, thereby authorizing an eight-year tax exemption for 100 percent of the value of improvements made to real property located at 635 Main Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 1,920 square feet of commercial space and approximately 1,720 square feet of office space, at a total construction cost of approximately \$557,501.

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

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

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

WHEREAS, So Much Better, LLC (the “Company”) desires to remodel an existing building on real property at 635 Main Street located within the corporate boundaries of the City of Cincinnati into approximately 1,920 square feet of commercial space and 1,720 square feet of office space (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

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

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

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$4,972; and

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with So Much Better, LLC (the "Agreement"), thereby authorizing an eight-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 635 Main Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 1,920 square feet of commercial space and approximately 1,720 square feet of office space, to be completed at a total construction cost of approximately \$557,501.

Section 2. That Council authorizes the City Manager:

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

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this “Agreement”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the “City”), and SO MUCH BETTER, LLC, an Ohio limited liability company (the “Company”).

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”).
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director’s determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, and Ordinance No. 24-2022, passed on February 2, 2022 (as amended, the “Commercial Policy Ordinance”), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 635 Main Street, Cincinnati, Ohio 45202 (the “Property”), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the “Excluded Property”), and the Company acknowledges and agrees that the City’s Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed the remodeling of a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the “Project”); provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City.
- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past three (3) years neither the Company, nor any related member of the Company nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- R. This Agreement has been authorized by Ordinance No. _____-2023, passed by Cincinnati City Council on _____, 2023.

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

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property to create approximately 1,920 square feet of commercial space and approximately 1,720 square feet of office space (the "Improvements") at an estimated aggregate cost of \$557,501 to commence after the execution of this Agreement and to be completed no later than January 1, 2026; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 8 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years

in which taxes are billed. No exemption shall commence after tax year 2026 nor extend beyond the earlier of (i) tax year 2033 or (ii) the end of the eighth (8th) year of exemption.

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

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

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

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

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

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

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

Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.

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

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

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be 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 and its major tenants have (a) no existing employment at the Property, (b) 4 full-time equivalent employees in the City of Cincinnati, with a total annual payroll of \$425,000 (the “Retained Jobs”), (c) 11 full-time equivalent employees in Union Township, Clermont County, Ohio, and (d) 5 full-time equivalent employees at another location in the State.

Section 13. Job Creation and Retention.

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

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 9 full-time permanent jobs, and (ii) 1 full-time temporary construction job at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$987,596 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$50,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction job.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B), 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(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear

interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

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

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

Section 21. Annual Fee. The Company shall pay an annual fee of 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(C), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63, or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of three (3) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(C).

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

To the City:

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

To the Company:

So Much Better, LLC
Attention: Christopher P. Finney
4270 Ivy Pointe Blvd., Suite 225
Cincinnati, Ohio 45245

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings,

complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

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

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

SO MUCH BETTER, LLC
an Ohio limited liability company

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

Date: _____, 2023

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

TO BE ATTACHED

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

September 13, 2023

To: Mayor and Members of City Council

202301986

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CRC: Contributions for Recreation Purposes Donation Authorizations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to accept donations of money and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 for the purpose of supporting Cincinnati Recreation Commission programming and services; **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to accept donations of money and in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 for the purpose of supporting Cincinnati Recreation Commission programming and services; and **AUTHORIZING** the Director of Finance to deposit donated funds accepted in accordance with these parameters into Contributions for Recreation Purposes Fund revenue account no. 319x8571.

Approval of this Emergency Ordinance would authorize the City Manager and employees of the Cincinnati Recreation Commission (CRC) to accept donations and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 for the purpose of supporting CRC programming and services. Approval of this Emergency Ordinance would further authorize the City Manager and CRC employees to accept donations and in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 for the purpose of supporting CRC programming and services. Finally, this Emergency Ordinance authorizes the Finance Director to deposit the donated funds accepted in accordance with these parameters into Contributions for Recreation Purposes Fund revenue account no. 319x8571.

CRC regularly receives numerous donations of various types and values in support of programming and service delivery. This Emergency Ordinance will establish parameters under which CRC may accept donations without prior discrete City Council approval. Donations individually valued above the established parameters, any requests for the solicitation of donations, and donations to be used for CRC capital improvement projects of any values will be prepared as discrete ordinances subject to Council approval.

The Cincinnati Recreation Commission will track individual donations and provide quarterly reports to the City Manager and the City Council.

The acceptance of the monetary and in-kind donations in accordance with these parameters is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 207 - 212 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

LES

- 2023

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to accept donations of money and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 for the purpose of supporting Cincinnati Recreation Commission programming and services; **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to accept donations of money and in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 for the purpose of supporting Cincinnati Recreation Commission programming and services; and **AUTHORIZING** the Director of Finance to deposit donated funds accepted in accordance with these parameters into Contributions for Recreation Purposes Fund revenue account no. 319x8571.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) regularly receives numerous donations of varying types and value from the community and the Cincinnati Recreation Foundation (“the Foundation”) in support of its programming and delivery of services; and

WHEREAS, Council desires to establish parameters under which CRC may accept donations without prior discrete Council approval; and

WHEREAS, CRC is authorized to accept donations of money and in-kind contributions from the Foundation valued individually at up to \$20,000 for the purpose of supporting CRC programming and services; and

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

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

WHEREAS, CRC will track individual donations and will provide reports on a quarterly basis to the City Manager and Council regarding donations received in accordance with the parameters established in this ordinance; and

WHEREAS, acceptance of monetary and in-kind donations pursuant to these parameters is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207 - 212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager and employees of the Cincinnati Recreation Commission are authorized to accept donations of money and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 for the purpose of supporting Cincinnati Recreation Commission programming and services.

Section 2. That the City Manager and employees of the Cincinnati Recreation Commission are authorized to accept donations of money and in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 for the purpose of supporting Cincinnati Recreation Commission programming and services.

Section 3. That the Director of Finance is authorized to deposit donated funds accepted in accordance with the parameters set forth in this ordinance into Contributions for Recreation Purposes Fund revenue account no. 319x8571.

Section 4. That the proper City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 through 3, including the City Manager approving policies and procedures for things such as handling cash donations, determining appropriate in-kind donations, and identifying appropriate sources of donations.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the need to establish donation parameters to allow for the timely acceptance of donations to support Cincinnati Recreation Commission programming and services.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

September 13, 2023

To: Mayor and Members of City Council 202301992
From: Sheryl M. M. Long, City Manager
Subject: **Ordinance – Board Proposed Amendment to CMC 203**

Attached is an Ordinance captioned:

MODIFYING the provisions of Chapter 203, “Employees’ Retirement System,” of the Cincinnati Municipal Code by **AMENDING** Section 203-42, “Health Care Benefits,” Section 203-43, “Health Care Benefits For Membership Dates Prior to January 9, 1997 and Retirement Effective Dates After January 1, 2016,” Section 203-44, “Health Care Benefits For Membership Dates On and After January 9, 1997,” and Section 203-48, “Health Care Benefits for Eligible Dependent Family Members,” to implement policy changes made by the Cincinnati Retirement System Board and to clarify the parties entitled to health care benefits under Chapter 203.

The current requirements of CMC Chapter 203 regarding the determination of disability for adult dependent children specifies that the determination must be made by the Social Security Administration prior to the child attaining age 19. This Ordinance permits such a determination to be made by the Cincinnati Retirement System Medical Director based on medical evidence provided. In addition, this Ordinance eliminates the requirement that the adult disabled child reside within the pensioner’s home.

This Ordinance also provides clarification of the requirement for Medicare eligible pensioners and their spouses and eligible dependents to enroll in Medicare. This provision will provide consistency with existing provisions of CMC 203 that requires all health claims for Medicare eligible persons be processed as secondary to Medicare coverage.

Various terminology changes are included in this Ordinance to use existing defined terms in CMC 203.

The Administration recommends passage of this Ordinance.

c: Jon Salstrom, Retirement Director
Karen Alder, Finance Director
William “Billy” Weber, Assistant City Manager

MODIFYING the provisions of Chapter 203, “Employees’ Retirement System,” of the Cincinnati Municipal Code by **AMENDING** Section 203-42, “Health Care Benefits,” Section 203-43, “Health Care Benefits For Membership Dates Prior to January 9, 1997 and Retirement Effective Dates After January 1, 2016,” Section 203-44, “Health Care Benefits For Membership Dates On and After January 9, 1997,” and Section 203-48, “Health Care Benefits for Eligible Dependent Family Members,” to implement policy changes made by the Cincinnati Retirement System Board and to clarify the parties entitled to health care benefits under Chapter 203.

WHEREAS, the Cincinnati Retirement System Board (“Board”) desires to provide healthcare coverage to the adult disabled children of retirees whenever possible and further wishes to amend the language of Chapter 203 to more accurately reflect the parties entitled to Cincinnati Retirement System health care benefits; and

WHEREAS, following a review of the rules related to Social Security Disability Income and Supplemental Security Income (“SSI”), the Board has determined that the cost of this healthcare coverage to the 115 Trust that funds retirees’ healthcare is not significant; and

WHEREAS, the Board no longer wants to require retirees to provide a Certificate of Disability from the Social Security Administration or to apply for SSI on behalf of a disabled adult child as a condition for retiree healthcare coverage for an adult disabled child under Chapter 203, regardless of the disabled adult child’s eligibility for such benefits; and

WHEREAS, the Board wants to require those retiree members and their spouses or eligible dependent children who are eligible to receive Medicare benefits to enroll in Medicare as a condition of receiving retiree healthcare coverage under Chapter 203; and

WHEREAS, the Board voted to change the Board’s procedures to address eligibility requirements for retirees’ disabled adult children to receive retiree healthcare coverage and desires to revise Chapter 203 to implement those changes; now, therefore,

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

Section 1. That existing Section 203-42, “Health Care Benefits,” Section 203-43, “Health Care Benefits For Membership Dates Prior to January 9, 1997 and Retirement Effective Dates After January 1, 2016,” Section 203-44, “Health Care Benefits For Membership Dates On

and After January 9, 1997,” and Section 203-48, “Health Care Benefits for Eligible Dependent Family Members,” of the Cincinnati Municipal Code are hereby amended to read as follows:

Sec. 203-42. Health Care Benefits.

- (a) In addition to other benefits provided in this chapter, the Retiree health care benefits described in this Section shall be provided to the following persons:
 - (i) A Member who retired on or before July 1, 2011 and whose eligibility for health care benefits was determined on their Retirement Effective Date according to the provisions of this chapter in effect on such date, or
 - (ii) A Member of Group C who retires on or after August 1, 2011 with 15 years of Membership Service, or
 - (iii) A Member of Group D, E, or F whose most recent membership enrollment date is before January 9, 1997 and who retired on or after August 1, 2011 and on or before January 1, 2016 with 15 years of Membership Service, or
 - (iv) Persons receiving the benefits of a retirement optional allowance under Section 203-63 and who are eligible for benefits under Section 203-48 of this chapter, provided that the Member satisfied the health care eligibility requirements of paragraph (i), (ii) or (iii) above at the time the Member retired, or
 - (v) A surviving spouse, eligible dependent child, and/or orphan receiving survivor benefits as provided in Section 203-49 of this chapter on or before January 1, 2016.
- (b) The benefits to be provided under this Section are:
 - (i) Medical and prescription drug coverage similar to coverage in effect for eligible ~~Retirees~~Pensioners on January 1, 2014, and ~~Member~~Retiree premium contributions are not to exceed 5% of the full funding rate for each tier of coverage:
 - (A) For in-network benefits:
 - (I) An annual deductible of \$300 per person and \$600 per family;
 - (II) A maximum annual medical out-of-pocket expense of \$1,500 per person and \$3,000 per family; and
 - (III) Prescription co-pays: \$10 for generic; \$20 for brand name; \$30 for non-formulary; with no out-of-pocket limit.
 - (B) For out-of-network benefits:
 - (I) An annual deductible of \$600 per person and \$1,200 per family;
 - (II) A maximum annual medical out-of-pocket expense of \$3000 per person and \$6,000 per family; and
 - (III) Limited out-of-network coverage for prescription drugs.

- (ii) Dental and vision insurance coverage which shall be purchased and fully paid for by the Retirees, their surviving spouse, or their eligible dependents or orphans, as provided in Section 203-48 of this chapter.
- (c) Members who retired before September 1, 2007, and their surviving spouse as provided in Section 203-48 of this chapter, who met the requirements of former Section 203-43(d), subsections (i), (ii), (iii), or (iv) as in effect prior to July 1, 2011, and who as of January 1, 2012, and annually thereafter, meet the requirements of subsection (i) below are entitled to the benefits described in subsection (ii) below.
- (i) MembersPensioners must establish that their annual household income is less than \$30,000 by annually submitting to the Retirement System a copy of their federal income tax return or any other or additional documentation the Retirement System requires to determine annually whether the Member's Pensioner's household income is less than \$30,000. For purposes of this Section, "household income" shall mean the total income of the MemberPensioner, including the income of the Member'sPensioner's spouse if married, after adding back the nontaxable portion of interest, dividends, pensions, annuities, IRA distributions, and social security benefits. Business or investment losses are not included in "household income" and may not be used to reduce the amount of "household income" for purposes of this Section. MembersPensioners must submit a copy of their federal income tax return (and that of their spouse, if applicable) for the prior year to the Retirement System no later than the date determined by the Retirement System each year, or any other or additional documentation the Retirement System requires. Failure to submit the required documentation shall result in the MemberPensioner becoming permanently ineligible for the benefits described in (c)(ii) of this Section. The Member Pensioner will be eligible for coverage as described in (b) of this Section.
 - (ii) MembersPensioners who meet the requirements of subsection (i); above shall receive medical and prescription drug coverage with no premium cost with the following benefits:
 - (A) For in-network benefits:
 - (I) An annual deductible of \$0;
 - (II) A maximum annual medical out-of-pocket expense of \$500 per person and \$1,000 per family;
 - (III) A maximum annual prescription drug out-of-pocket expense of \$500 per person; and
 - (IV) Prescription drug tiers: \$5 for generic; \$15 for brand name; \$30 for non-formulary.
 - (B) For out-of-network benefits:
 - (I) An annual deductible of \$0;
 - (II) A maximum annual medical out-of-pocket expense of \$1000 per person and \$2,000 per family; and

(III) Limited out-of-network coverage for prescription drugs.

~~Members~~Pensioners who meet the requirements of subsection (i) above shall be provided dental and vision coverage to be purchased and fully paid for by the Retirees, their surviving spouse, or their eligible dependents ~~or orphans~~.

- (d) Any person eligible to receive healthcare coverage under this Chapter who is eligible for coverage under Medicare shall apply for Medicare coverage and provide documentation to the Retirement System that is acceptable to the Retirement System that confirms either acceptance or denial for such coverage. To the extent allowable under applicable federal law, coverage under this Section for any person who is eligible to be covered under Medicare shall be secondary to coverage of such person under Medicare. The benefit payable under this Section shall be reduced by the greater of: (a) the amount actually paid by Medicare Part A and Part B; or (b) the amount Medicare would pay if the person were enrolled in Medicare Part A and Part B. A person is considered eligible for Medicare for these purposes during any period such person has coverage under Medicare Part A or Part B or, while otherwise qualifying for coverage under Medicare Part A (premium free) or Part B, does not have such coverage under Medicare Part A or Part B solely because such person has refused, discontinued, or failed to make any necessary application or applicable payment for Medicare Part A or Part B coverage.
- (e) The director of retirement shall adopt rules and procedures necessary to implement this Section.

Sec. 203-43. Health Care Benefits For Membership Dates Prior to January 9, 1997 and Retirement Effective Dates After January 1, 2016.

- (a) In addition to other benefits provided in this chapter, the Retiree health care benefits described in this Section shall be provided to the following persons:
- (i) A Qualified Member (as defined in paragraph (c) below) who retires after January 1, 2016 who is at least 60 years of age with a minimum of 20 years of Membership Service and who is not otherwise eligible for health care benefits under Section 203-42, or
 - (ii) A Qualified Member (as defined in paragraph (c) below) who retires with 30 or more years of Creditable Service consisting of a minimum of 20 years of Membership Service and who is not otherwise entitled to benefits under Section 203-42, or
 - (iii) Persons receiving the benefits of a retirement optional allowance under Section 203-63 of this chapter, and who are eligible for benefits under Section 203-48 of this chapter, provided that the Member satisfied the requirements of either paragraph (i) or paragraph (ii) above at the time the Member retired and who is not otherwise entitled to benefits under Section 203-42, or
 - (iv) Each surviving spouse, and each eligible dependent child ~~and/or~~ orphan of a deceased Active Member who would have been eligible for benefits under this Section, who is receiving survivor benefits as provided in Section 203-49 of this Chapter, provided that:

- (A) the deceased Active Member's most recent membership enrollment date is before January 9, 1997 and the survivor benefit commenced on or after February 1, 2016 and the deceased Active Member is not otherwise entitled to benefits under Section 203-42; and
 - (B) a surviving spouse may only obtain coverage if the surviving spouse possessed a valid marriage certificate or other proof of marriage recognized by the State of Ohio, dated prior to the date of the Active Member's death. However, if the deceased Active Member dies on or after January 1, 2019, the surviving spouse is eligible for coverage only if the spouse was not legally separated from the deceased Active Member at the time of the deceased Active Member's death.
 - (v) Qualified Members who are not covered by the provisions of the Collaborative Settlement Agreement and who retire on or after February 1, 2016 and on or before January 1, 2017 and who have at least 15 years of Membership Service.
- (b) The benefits to be provided under this Section are:
- (i) Medical and prescription drug coverage similar to the most favorable plan available to active Employees, excluding Police, & Fire, and Building & Trade unions, and Member premium contributions are not to exceed 10% of the full funding rate for each tier of coverage; and
 - (ii) Dental and vision insurance coverage which shall be purchased and fully paid for by the Retirees, their surviving spouse, or their eligible dependents or orphans as provided in Section 203-48 of this chapter.
 - (iii) Any person eligible to receive healthcare coverage under this Chapter who is eligible for coverage under Medicare shall apply for Medicare coverage and provide documentation to the Retirement System that is acceptable to the Retirement System that confirms either acceptance or denial for such coverage. To the extent allowable under applicable federal law, coverage under this Section for any person a Member who is eligible to be covered under Medicare shall be secondary to coverage of such Member under Medicare. The benefit payable under this Section shall be reduced by the greater of: (a) the amount actually paid by Medicare Part A and Part B; or (b) the amount Medicare would pay if the Member were enrolled in Medicare Part A and/or Part B. A Member is considered eligible for Medicare for these purposes during any period such Member has coverage under Medicare Part A or Part B or, while otherwise qualifying for coverage under Medicare Part A (premium free) or Part B, does not have such coverage under Medicare Part A or Part B solely because such Member has refused, discontinued, or failed to make any necessary application or applicable payment for Medicare Part A or Part B coverage.
- (c) For purposes of this Section, a Qualified Member is a Member who was an Active Member before January 9, 1997. The following rules shall apply for purposes of determining whether a Member was an Active Member before January 9, 1997:
- (i) If the Member terminates Membership due to a withdrawal of Accumulated Contributions (as provided in Section 203-11(d)) or a transfer of service credit

and Accumulated Contributions to a State Retirement System (as provided in Sections 203-8 and 203-7-A), the Member shall not be considered to have been an Active Member for any period attributable to the withdrawn or transferred contributions, irrespective of whether the Member is subsequently granted credit for such period of service pursuant to Section 203-29, Section 203-8 or any similar provisions of this Retirement System.

- (ii) A Member shall not be considered to have been an Active Member for any period of Creditable Service of a Member that is attributable to State Retirement System Service Credit, Out of State and Federal Service Credit, or Unpaid Authorized Leave of Absence Service Credit.
 - (iii) If a Member ceases (or ceased) to be an Employee, the Member shall not be considered to have been an Active Member for any period of employment that precedes the date the Member ceases (or ceased) to be an Employee, unless the Member does not withdraw all or any part of his Accumulated Contributions.
 - (iv) Notwithstanding the foregoing, if a Member is granted service credit for a period of military absence pursuant to Sections 203-27 or 203-27A, to the extent required by federal law, the Member shall be considered to have been an Active Member during the period of military absence.
- (d) Any Inactive Member who is rehired on or after January 1, 2016 shall not be eligible for benefits under this Section.
 - (e) The director of retirement ~~or his or her designee~~ shall adopt rules and ~~policies~~procedures necessary to implement this Section.

Sec. 203-44. Health Care Benefits For Membership Dates On and After January 9, 1997.

- (a) In addition to other benefits provided in this chapter, the Retiree health care benefits described in this Section shall be provided to the following persons:
 - (i) A Member whose most recent membership enrollment date is on or after January 9, 1997 and on or before December 31, 2015, and who:
 - (A) Retired on or after August 1, 2011 and on or before January 1, 2016 with 15 years of Membership Service and who is not entitled to benefits under Section 203-42 or 203-43, or
 - (B) Retires on or after February 1, 2016 and who is at least 60 years of age with a minimum of 20 years of Membership Service and who is not otherwise eligible for health care benefits under Section 203-42 or Section 203-43, or
 - (C) Retires on or after February 1, 2016 with 30 or more years of Creditable Service consisting of a minimum of 20 years of Membership Service and who is not otherwise entitled to benefits under Section 203-42 or Section 203-43.
 - (ii) Persons receiving the benefits of a retirement optional allowance under Section 203-63 of this Chapter, and who are eligible for benefits under Section 203-48 of this Chapter, provided that the Member satisfied the requirements of

paragraph (i) above at the time the Member retired and who is not otherwise entitled to benefits under Section 203-42 or Section 203-43.

- (iii) Members whose most recent membership enrollment date is on or after January 9, 1997 and who are not covered by the provisions of the Collaborative Settlement Agreement and who retire on or after February 1, 2016 and on or before January 1, 2017 and who have at least 15 years of Membership Service.
- (iv) Each surviving spouse, and each eligible dependent child ~~and/or~~ orphan of a deceased Active Member who would have been eligible for benefits under this Section, who is receiving survivor benefits as provided in Section 203-49 of this Chapter, provided that:
 - (A) the deceased Active Member's most recent membership enrollment date is on or after January 9, 1997 and on or before December 31, 2015; and
 - (B) a surviving spouse may only obtain benefits if the surviving spouse possessed a valid marriage certificate or other proof of marriage recognized by the State of Ohio, dated prior to the date of the Active Member's death. However, if the deceased Active Member dies on or after January 1, 2019, the surviving spouse is eligible for coverage only if the spouse was not legally separated from the deceased Active Member at the time of the deceased Active Member's death.

Accordingly, the provisions of Section 203-33 of this Chapter, which provide for Service Retirement Allowances after vesting, shall not entitle ~~persons~~Members who are so vested to health care benefits under the provisions of this Section unless such ~~persons are~~ Members ~~who~~ also qualify for health care benefits under the provisions of this Section.

- (b) The benefits to be provided under this Section are:
 - (i) Medical and prescription drug coverage similar to the most favorable plan available to active Employees, excluding Police, ~~& Fire~~, and Building & Trade unions; and subject to Member premium contributions described in (c) below; and
 - (ii) Dental and vision insurance coverage shall be purchased and fully paid for by the ~~Member~~Retiree, their surviving spouse, and their eligible dependents or orphans.
 - (iii) Any person eligible to receive healthcare coverage under this Chapter who is eligible for coverage under Medicare shall apply for Medicare coverage and provide documentation to the Retirement System that is acceptable to the Retirement System that confirms either acceptance or denial for such coverage. To the extent allowable under applicable federal law, coverage under this Section for any person who is eligible to be covered under Medicare shall be secondary to coverage of such person under Medicare. The benefit payable under this Section shall be reduced by the greater of: (a) the amount actually paid by Medicare Part A and Part B; or (b) the amount Medicare would pay if the person were enrolled in Medicare Part A and/or Part B. A person is considered eligible for Medicare for these purposes during any period such

person has coverage under Medicare Part A or Part B or, while otherwise qualifying for coverage under Medicare Part A or Part B, does not have such coverage under Medicare Part A (premium free) or Part B solely because such person has refused, discontinued, or failed to make any necessary application or applicable payment for Medicare Part A or Part B coverage.

- (c) Except for dental and vision insurance coverage, the percentage of the full funding rates, or premiums, for medical and prescription drug coverage to be paid by the Retirement System on behalf of persons entitled to benefits under this Section shall be based on a formula consisting of the sum of (i) the number of the Member's full years of Creditable Service, and (ii) the Member's age at the earlier of the Member's Retirement date or the date that the Member ceased to be an Active Member, with each such full year of Membership Service and each such year of age at Retirement date counting as one point each. Years of age at Retirement shall mean years of age at the birthday immediately preceding the earlier of the Member's Retirement date or the date that the Member ceased to be an Active Member. The number of full years of Creditable Service and the years of age at Retirement date shall be added together and shall result in the payment of medical and prescription drug coverage in the following percentage amounts:

95% of full cost or full premiums for 90 points

75% of full cost or full premiums for 80 to 89 points

50% of full cost or full premiums for 70 to 79 points

25% of full cost or full premiums for 60 to 69 points

If a Member's total points are less than 60, the Member is only eligible for individual medical and prescription drug coverage. The Retirement System will pay 25% of the premium for individual medical and prescription drug coverage. No spouse or family coverage is available.

A Member's years of Creditable Service shall be used for the purpose of determining the points of a Member under this subsection (c); but will not include years of Creditable Service credited under a previous Service Retirement Allowance provided under this Chapter.

- (d) If a Member leaves the City service prior to Retirement and is entitled to a deferred Service Retirement Allowance and such Member is entitled to benefits under this Section, no benefits shall be provided to the Member until the Member reaches the later of their normal retirement date, or their Medicare eligibility age.
- (e) Any Inactive Member who is rehired on or after January 1, 2016 shall not be eligible for benefits under this Section.
- (f) The director of retirement ~~or his or her designee~~ shall adopt rules and ~~polices~~procedures necessary to implement this Section.

Sec. 203-48. Health Care Benefits for Eligible Dependent Family Members.

Notwithstanding any other provisions of this chapter, health care benefits provided by the Retirement System for eligible dependent family members of Retirees or deceased Active Members shall be limited to the following:

(a) Eligibility for Health Care:

- (i) If a Retiree or deceased Active Member is eligible to receive health care benefits pursuant to this Chapter, only the following dependents as defined by and in accordance with the Ohio Administrative Code 145-4-09, "Definition of Eligible Dependent for Health Care Coverage," or Internal Revenue Code Section 152 (a)(1), "Qualifying Child," may be enrolled for health insurance purposes:
 - (A) A Retiree's spouse possessing a valid marriage certificate or other proof of marriage as recognized by the State of Ohio, dated prior to the effective date of retirement, and beginning January 1, 2019 who is not legally separated from the Retiree; or
 - (B) A surviving spouse of a deceased Retiree who is receiving benefits under Section 203-63, and who possessed a valid marriage certificate or other proof of marriage recognized by the State of Ohio, dated prior to the effective date of retirement. However, if the deceased Retiree dies on or after January 1, 2019, the spouse is eligible for coverage only if the spouse was not legally separated from the deceased Retiree at the time of the deceased Retiree's death; or
 - (C) A surviving spouse of a deceased Active Member who is receiving benefits under Section 203-49, and who possessed a valid marriage certificate or other proof of marriage recognized by the State of Ohio, dated prior to the date of death. However, if the deceased Active Member dies on or after January 1, 2019, the spouse is eligible for coverage only if the spouse was not legally separated from the deceased Active Member at the time of the deceased Active Member's death; or
 - (D) A Retiree's or a deceased Active Member's biological children who were born or children who were legally adopted by the Retiree prior to the effective date of retirement, or in the case of a deceased Active Member, prior to the date of death.
- (ii) A Retiree's child who has never entered into a marriage recognized by the State of Ohio is eligible for coverage if the child is either under the age of 19 or is a student attending an accredited school on a fulltime basis for at least 7 months of the calendar year and who has not attained the age of 24.
- (iii) Coverage shall be extended if the Retiree's child is permanently and totally disabled in accordance with Social Security Disability Definition, 42 U.S.C. 416i(1), prior to the limiting age specified in Section (a)(ii) herein ~~and maintains his or her residence within the household of the Retiree.~~ For purposes of this Section, the term "disability" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months. Evidence of the incapacity shall be required to be provided to the Board Retirement System's Medical Director for review and recommendation regarding whether the child is permanently and totally disabled ~~such as a Certificate of Disability or other adequate proof from the United States Social Security Administration, and the Medical Director's recommendation~~ shall be subject to approval by the Board.

Appeals from the Board's determination will be governed by rules adopted by the director of retirement.

(iv) Any person eligible to receive healthcare coverage under this Chapter who is eligible for coverage under Medicare shall apply for Medicare coverage and provide documentation to the Retirement System that is acceptable to the Retirement System and confirms either acceptance or denial for such coverage. To the extent allowable under applicable federal law, coverage under this Section for any person who is eligible to be covered under Medicare shall be secondary to coverage of such person under Medicare. The benefit payable under this Section shall be reduced by the greater of: (a) the amount actually paid by Medicare Part A and Part B; or (b) the amount Medicare would pay if the person were enrolled in Medicare Part A and/or Part B. A person is considered eligible for Medicare for these purposes during any period such person has coverage under Medicare Part A or Part B or, while otherwise qualifying for coverage under Medicare Part A or Part B, does not have such coverage under Medicare Part A (premium free) or Part B solely because such person has refused, discontinued, or failed to make any necessary application or applicable payment for Medicare Part A or Part B coverage.

(b) Eligibility to Purchase Health Care at 100% of Premium Cost:

(i) The ability to enroll a spouse, minor child, or minor grandchild for Health Care benefits shall be closed to spouses when the date of marriage is after the date of the Retiree's retirement, to children born or adopted after the Retiree's date of Retirement, and to minor grandchildren after December 31, 2017, unless subsection (ii) below applies.

(ii) Otherwise eligible spouses and dependents who were married to, born of, or adopted by the Retiree after the Retiree's date of Retirement, and one minor grandchild born to an unmarried, un-emancipated minor child of the Retiree that the Retiree is permitted to claim as a dependent on the Retiree's federal tax return in accordance with Section 152 of the Internal Revenue Code, will be entitled to remain enrolled in coverage as long as they meet all other eligibility requirements, were enrolled in Retiree Health Care coverage on January 1, 2018, and provided that there is no break in coverage. Once a break in coverage occurs, spouses, dependents, and minor grandchildren will be subject to all the eligibility requirements of Chapter 203, including this Section, and will be ineligible for re-enrollment unless they meet all the eligibility requirements of Chapter 203.

(c) If an individual receives a monthly benefit as an Optionee of a deceased Retiree of the Retirement System, he or she may enroll the biological children who were born of the Retiree or any eligible children who were legally adopted by the Retiree prior to the effective date of the Retiree's Retirement, provided that all such individuals meet the criteria listed in Sections (a)(i),(ii), (iii), or (iv) ~~(iii)~~ herein.

(d) If a Retiree has not selected a pension payment option that includes an Optionee, health care benefits provided by the Retirement System for the Retiree's dependent spouse and eligible biological or legally adopted dependent child/ren terminates following the death of the Retiree.

- (e) For the purposes of this chapter, it is the responsibility of the Retiree, Optionee, or survivor to notify the Retirement System in writing, within 60 days of the date that any spouse or dependent child fails to meet eligibility requirements. Failure to provide such notice to the Retirement System may result in overpaid health care claims for which the Retiree, Optionee, or survivor shall be responsible in addition to penalties imposed in Section (f) herein.
- (f) The Board maintains the right to conduct compliance-related audits of spouse and dependent eligibility and to impose penalties for non-compliance. Penalties for non-compliance shall include suspension of health care coverage of ~~the Retiree, Optionee, or surviving spouse and his or her dependents~~ any person eligible for coverage under this chapter for a period of 3 years and a requirement that ~~the Retiree, Optionee, or surviving spouse~~ such individuals repay all improperly paid prescription drug claims. After the three-year suspension period, the ~~Retiree, Optionee, or surviving spouse, or dependent children~~ eligible individual's health insurance may only be reinstated upon full repayment of the amount of the improperly paid prescription drug claims. The ~~Retiree, Optionee, or surviving spouse~~ eligible individual is responsible for making payment arrangements to repay the amounts owed. If the ~~Retiree, Optionee, or surviving spouse~~ eligible individual has been found legally incompetent by a court, the Board, at its sole discretion, may elect to modify the penalty imposed by this ~~Section~~.
- (g) The director of retirement shall adopt rules and procedures necessary to implement this Section.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

New language underscored. Deletions struck through.