City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, October 22, 2025 **2:00 PM** **Council Chambers, Room 300**

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MS. OWENS

1. 202501915 **MOTION**, submitted by Councilmember Owens, **WE MOVE** that the City Administration prepare a report within the next 30 days stating the findings of the 4 engagements sessions that have occurred from June 27th, July 29th, August 26th, and September 30th regarding the ideation of a Building Performance Standards Policy for the City of Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Owens

CITY MANAGER

2. 202501893 **REPORT**, dated 10/22/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Light Up the Square.

Recommendation FILE

Sponsors: City Manager

3. 202501895 **REPORT**, dated 10/22/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Downtown Dazzle.

Recommendation FILE

Sponsors: City Manager

4. 202501896 **REPORT**, dated 10/22/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Mt. Adams Reindog Parade.

Recommendation FILE

Sponsors: City Manager

5. 202501902 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will

enter into a new lease for the use and occupancy of Lunken Airport Lease Area 4 for up to thirty-five years.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

6. 202501903 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 30 for up to thirty-five years.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

7. 202501904 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 40 for up to thirty-five years.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

8. 202501906 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to execute a funding agreement with the Port of Greater Cincinnati Development Authority ("the Port") to provide one-time operational support to expand the Ohio Environmental Protection Agency ("OEPA") Voluntary Action Program Urban Setting Designation ("VAP USD") in Cincinnati; **AUTHORIZING** the City Manager to expend up to $116,400 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200 to provide one-time operational support to the Port for the expansion of the OEPA VAP USD in Cincinnati; and **DECLARING** such expenditure to serve a public purpose by promoting brownfield revitalization in Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

9. 202501907 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to apply for a grant of up to $500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources to provide resources for improvements at Owl's Nest Park.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

10. 202501908 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $73,685 from the Ohio Department of Transportation ("ODOT") Airport Improvement Grant program to aid in the development of the Lunken Airport drainage infrastructure plan; **AUTHORIZING** the Director of Finance to deposit grant funds into General

Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 26DRN1, “Ohio Airport Improvement Grant 2026"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete this project.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

11. 202501909 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **AUTHORIZING** the City Manager to execute a Second Amendment to Funding and Development Agreement with CCA Union Central LLC, pertaining to the redevelopment of the Central Trust Tower located at 1-9 W. Fourth Street in the Downtown neighborhood of Cincinnati (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e).>

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. 202501910 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/22/2025, **DEDICATING, ACCEPTING, AND CONFIRMING** the dedication to public use of an approximately 0.101-acre tract of real property as a portion of Vandalia Avenue, a public right-of-way for street purposes in the Northside neighborhood of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

13. 202501912 **REPORT**, dated 10/22/2025, submitted Sheryl M. M. Long, City Manager, regarding the vacant building registry and resources. (Reference Document # 202500567)

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

14. 202501880 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Organized and Dedicated Employees, Inc. (CODE), the updated terms of which are reflected in the attached summary.

Recommendation PASS EMERGENCY

Sponsors: City Manager

15. 202501881 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the City Manager to execute and implement the labor management agreement between the City and the Cincinnati Building Trades Council, the updated terms of which are reflected in the attached summary.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

16. 202501851 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/8/2025, **ESTABLISHING** new project account no. 304x101x40424001, "PRO Housing 2024," to expand affordable housing and incentivize the development of vacant lots through construction subsidies and prototypes for middle housing types; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $2,000,000 from the U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing (ALN 14.023) program to newly established project account no. 304x101x40424001, "PRO Housing 2024"; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Community Development Block Grant Fund 304x8543 project account no. 304x101x40424001, "PRO Housing 2024."

Recommendation PASS EMERGENCY

Sponsors: City Manager

17. 202501873 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $250,000 from the U.S. Environmental Protection Agency's National Clean Investment Fund grant program (ALN 66.957), as a subrecipient through the Coalition for Green Capital (dba the American Green Bank Consortium), to Environment and Sustainability Fund 436 to support market-building activities for energy-related projects; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26EPANCIF, "FY 2026 EPA NCIF Grant."

Recommendation PASS EMERGENCY

Sponsors: City Manager

18. 202501875 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the City Manager to apply for a grant of up to $2,082,000 from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2025 Homeland Security Grant Program, Urban Area Security Initiative (the "UASI Grant") (ALN 97.067) to assist the City in preventing, preparing for, protecting against, and responding to acts of terrorism; **AUTHORIZING** the City Manager to accept the transfer of equipment and supplies valued at up to $1,889,500 from the Hamilton County Emergency Management and Homeland Security Agency, which acts as the regional fiscal agent for the UASI Grant; **AUTHORIZING** the City Manager to accept and appropriate up to $192,500 to support the Greater Cincinnati Fusion Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25UASI.

Recommendation PASS

Sponsors: City Manager

19. 202501850 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/8/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $25,569 from the Cincinnati Police Department Community Preventive Education Program to operate the Cincinnati

Recreation Commission's Queen City Safety While Integrating Skills and Hoops (SWISH) Program; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Recommendation PASS EMERGENCY

Sponsors: City Manager

20. 202501882 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $36,080 awarded through the Ohio Department of Transportation ("ODOT") Ohio Urban Transit Program ("UTP") to provide resources for preventative maintenance of the Cincinnati Streetcar System; **AUTHORIZING** the Director of Finance to deposit the UTP grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 25UTP, "Urban Transit Program 2025"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete this project.

Recommendation PASS EMERGENCY

Sponsors: City Manager

21. 202501852 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/8/2025, **AUTHORIZING** the City Manager to accept and appropriate a donation of $1,131,037 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary and benefits reimbursements, and other operational expenses; and **AUTHORIZING** the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund revenue account no. 430x8571.

Recommendation PASS EMERGENCY

Sponsors: City Manager

22. 202501876 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025**AUTHORIZING** the City Manager to accept and deposit a donation of up to $112,233 from the Cincinnati Parks Foundation for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the City's parks; **AUTHORIZING** the Director of Finance to deposit up to $57,749 in donated resources into Park Donations and Special Activity Fund revenue account no. 326x8571; and **AUTHORIZING** the Director of Finance to deposit up to $54,484 in donated resources into Cincinnati Riverfront Park Fund revenue account no. 329x8571.

Recommendation PASS

Sponsors: City Manager

23. 202501879 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the City Manager to accept a donation of up to $256,117.52 from the Greater Cincinnati Foundation Board of Visitors to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer

Point; and **AUTHORIZING** the Director of Finance to deposit the donation into Sawyer Point Fund revenue account no. 318x8571.

Recommendation PASS

Sponsors: City Manager

24. 202501877 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** the transfer and appropriation of $256,117 from the unappropriated surplus of Sawyer Point Fund 318 to various personnel and non-personnel operating accounts, according to Section A of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities; and **AUTHORIZING** the transfer and appropriation of $55,080 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to various non-personnel operating accounts, according to Section B of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities.

Recommendation PASS EMERGENCY

Sponsors: City Manager

25. 202501878 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/15/2025, **AUTHORIZING** a payment of $3,186 to Harris Distributing Co. from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x5000x7419 as a moral obligation for outstanding charges related to the storage of recycling containers, solar panels, and bicycle racks from May to September 2025.

Recommendation PASS EMERGENCY

Sponsors: City Manager

26. 202501858 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/8/2025, **AMENDING** Sections 730-1-C2, "Commercial Establishment," 730-1-C3, "Commercial Waste," and 730-5, "General Provisions," to clarify requirements for commercial waste haulers, by providing that asbestos waste, right-of-way waste, and waste generated by public school districts does not qualify as commercial waste, and further providing that commercial waste haulers serving buildings and grounds owned and operated by the City of Cincinnati require franchises.

Recommendation PASS

Sponsors: City Manager

27. 202501911 **PETITION**, submitted by the Clerk of Council, from Donald L. Winter, III, Frost Brown Todd LLP, regarding a petition to establish the Convention District Community Authority as a new community authority and a new community district pursuant to Chapter 349 of the Ohio Revised Code.

Recommendation APPROVE & FILE

Sponsors: Clerk of Council

28. 202501914 **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/20/2025, **DETERMINING** that the petition for the establishment of the Convention District Community Authority complies with Chapter 349 of the Ohio Revised Code and fixing the time and place for a

public hearing on the petition.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

SUPPLEMENTAL ITEMS

EQUITABLE GROWTH & HOUSINGS COMMITTEE

29. 202501901

ORDINANCE (B VERSION), submitted by Sheryl M. M. Long, City Manager, on 10/21/2025, This transmittal corrects an exhibit from the initial version of the ordinance transmitted on October 3, 2025. Transmitted is a B-version of the Ordinance captioned: **AUTHORIZING** the installation of permanent signage on the real property located at 101 W. 5th Street in the Downtown neighborhood, **NOTWITHSTANDING** the signage regulations contained in Section 1411-39, “Signs,” of Cincinnati Municipal Code Chapter 1411, “Downtown Development Districts.”

Recommendation

PASS

Sponsors: City Manager

30. 202501900 **MOTION**, submitted by Councilmember Nolan, Vice Mayor Kearney, and Councilmembers Albi and Owens, **WE MOVE** that Vice Mayor Jan-Michele Lemon Kearney and that Councilmembers Anna Albi and Meeka Owens be appointed to the Community Investment Subcommittee.

Recommendation ADOPT

Sponsors: Nolan, Kearney, Albi and Owens

31. 202501854 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/21/2025, **APPROVING** a major amendment to the concept plan and development program statement governing a portion of Planned Development District No. 94, "The Crossbuck," to permit additional uses within the planned development and allow for the construction of two pickleball courts, a dog park, a maintenance garage, and a pavilion structure in the area located at 3033 Jared Ellis Drive in the Oakley neighborhood.

Recommendation PASS

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment

City of Cincinnati

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20250109 15

Meeka D. Owens
Cincinnati City Council

October 20th, 2025

Building Performance Standards Community Engagement Findings

WE MOVE that the City Administration prepare a report within the next 30 days stating the findings of the 4 engagements sessions that have occurred from June 27th, July 29th, August 26th, and September 30th regarding the ideation of a Building Performance Standards Policy for the City of Cincinnati.

FURTHER WE MOVE that the administration provides findings specifics to the conversations around the following parts of the ideation process: scope, targets, metrics, timeframes, alternative compliance pathways (ACPs), and more. After these findings are stated, we request that recommendations of all of the previously stated items be made to Council.

FURTHER WE MOVE that the administration prepare an accompanying presentation with this report to share with stakeholders to discuss possible policy recommendations and the findings of the public engagement sessions.

Councilmember Meeka D. Owens

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 10/22/2025

To: Mayor and Members of City Council 202501893

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Light Up the Square**

In accordance with Cincinnati Municipal Code, Chapter 765; Alex Mangas has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finanace, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Light Up the Square
EVENT SPONSOR/PRODUCER:	Fountain Square Management Group
CONTACT PERSON:	Alex Mangas
LOCATION:	Fountain Square Plaza and ELm Street Plaza
DATE(S) AND TIME(S):	11/28/2025 6:00pm—11/28/2025 8:00pm
EVENT DESCRIPTION:	Light Up the Square is Cincinnati's annual tree lighting ceremony - an evening with live music, special appearance by Santa Claus and a dazzling fireworks display.
ANTICIPATED ATTENDANCE:	10,000
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: Fountain Square Management Group

cc: Colonel Teresa A. Theetge, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 10/22/2025

202501895

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Downtown Dazzle**

In accordance with Cincinnati Municipal Code, Chapter 765; Alex Mangas has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finanace, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Downtown Dazzle
EVENT SPONSOR/PRODUCER:	Fountain Square Management Group
CONTACT PERSON:	Alex Mangas
LOCATION:	Fountain Square Plaza and ELm Street Plaza
DATE(S) AND TIME(S):	11/29/2025 6:00pm—11/29/2025 10:00pm 12/06/2025 6:00pm—12/06/2025 10:00pm 12/13/2025 6:00pm—12/13/2025 10:00pm 12/20/2025 6:00pm—12/20/2025 10:00pm
EVENT DESCRIPTION:	See Santa rappel from a Cincinnati skyrise followed by fireworks launched from the Foundry. DJ: 6 – 10 PM 7 PM: Introduction 7:03 PM – Rapel (10 minutes) 7:15 – 8 PM: DJ
ANTICIPATED ATTENDANCE:	10,000
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: Fountain Square Management Group

cc: Colonel Teresa A. Theetge, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 10/22/2025

To: Mayor and Members of City Council 202501896

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Mt. Adams Reindog Parade**

In accordance with Cincinnati Municipal Code, Chapter 765; Molly Evans has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finanace, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Mt. Adams Reindog Parade
EVENT SPONSOR/PRODUCER:	Mt. Adams Business Guild
CONTACT PERSON:	Molly Evans
LOCATION:	Mt. Adams
DATE(S) AND TIME(S):	12/13/2025 8:00am—12/13/2025 7:00pm
EVENT DESCRIPTION:	Dog parade for charity
ANTICIPATED ATTENDANCE:	400
ALCOHOL SALES:	☐ YES. ☒ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS:	

cc: Colonel Teresa A. Theetge, Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: October 22, 2025

To: Mayor and Members of City Council

202501902

From: Sheryl M. M. Long, City Manager

Subject: EMERGENCY ORDINANCE – LUNKEN AIRPORT LEASE AREA 4 LEASE (SIGNATURE FLIGHT SUPPORT, LLC)

Attached is an emergency ordinance captioned as follows:

> **AUTHORIZING** the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 4 for up to thirty-five years.

Signature Flight Support LLC, one of the two existing Fixed Base Operators (FBOs) at Lunken Airport, has requested new long-term lease agreements for all three of its existing leaseholds so that the agreements will expire concurrently. After extensive discussion, it was agreed that the City will enter into three new lease agreements with an initial term of five years and ten optional three-year renewal periods. Each lease area is slated for improvements, and the new agreements will ensure that this work is completed in a timely manner. The total estimated capital investment by Signature is $18.97 million.

Signature Flight Support will continue to conduct business involving the sale of gasoline, oil, and other lubricants; the operation of full-service aircraft facilities; the provision of aircraft storage; and the maintenance and repair of aircraft engines, instruments, propellers, and accessories.

Lease Area (LA) 4 is located at 654 Wilmer Avenue. Signature's current lease agreement for LA 4 was set to expire on October 31, 2037; however, under the new lease, the agreement will now expire in 2060.

Upon execution of the new lease, Signature will begin making $1.1M of improvements to the leasehold. The annual rent will be $231,422 during the initial five-year term. Thereafter, rent will be adjusted in accordance with the Consumer Price Index (CPI) at each renewal period. The City's Real Estate Division has reviewed and approved this rent.

The City Planning Commission approved the lease at its meeting on October 3, 2025.

The reason for the emergency is the immediate need to execute the agreement so the improvements can begin as soon as possible to enable the Airport to receive the benefit at the earliest possible time.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Lunken Airport Lease Agreement for Lease Area 4

cc: Greg Long, Interim Director, Transportation and Engineering

E M E R G E N C Y

JRS

- 2025

AUTHORIZING the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 4 for up to thirty-five years.

WHEREAS, the City of Cincinnati ("City") owns Lunken Airport ("Airport") in the East End and Linwood neighborhoods, which is under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, the City and Signature Flight Support, LLC., a Delaware limited liability company, as successor in interest, ("Lessee"), are parties to that Lease Agreement dated October 15, 2007, and as amended and assigned, by and between the City and Jason III Aviation, Inc., for Lease Area 4, (the "Existing Lease"); and

WHEREAS, the term of the Existing Lease is set to expire in 2037, however Lessee desires to continue occupying Airport Lease Area 4 (the "Leased Premises") to operate its business and desires to renovate and make repairs to the Leased Premises and thus has requested a new lease with a term of up to thirty-five years, as more particularly set forth in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference ("New Lease"); and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Leased Premises is not needed for a municipal purpose for the duration of the New Lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises or the Airport; and

WHEREAS, the City's Real Estate Services Division, in consultation with the City's Airport Manager after considering airport industry standards and FAA requirements, has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately $231,422.40 per year, subject to the base rent escalation provisions set forth on Attachment A; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the New Lease at its meeting on October 3, 2025; 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 Lease Agreement with Signature Flight Support, LLC., a Delaware limited liability company, ("Lessee"), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati ("City") will enter into a new lease with Lessee for Lunken Airport ("Airport") Lease Area 4 ("Leased Premises") for up to thirty-five years, as more particularly described on Attachment A.

Section 2. That (i) the Leased Premises is not needed for a municipal purpose for the duration of the lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises or the Airport.

Section 3. That the rent set forth in the Lease Agreement reflects the fair market rental value of the Leased Premises, as determined by appraisal by the City's Real Estate Services Division in consultation with the City's Airport Manager after considering airport industry standards and FAA requirements.

Section 4. That eliminating competitive bidding in connection with the City's lease of the Leased Premises is in the best interest of the City because Lessee has been a good and responsible tenant at the Airport, Lessee intends to renovate and improve the Leased Premises, and the City desires to retain Lessee as a tenant.

Section 5. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including, without limitation, executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute the Lease Agreement so the new Lease Agreement and rent amounts can begin as soon as possible to enable the Airport to receive the benefit at the earliest possible time.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4903-1404-1452, v. 2

Contract No. _____

Property: Lunken Airport – Lease Areas 4 (Hangar 4)
658 Wilmer Avenue

LUNKEN AIRPORT LEASE AGREEMENT

This Lease Agreement ("**Lease**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **SIGNATURE FLIGHT SUPPORT, LLC,** a Delaware limited liability company, the address of which is 13485 Veterans Way, Suite 600, Orlando, FL 32827 ("**Lessee**").

Recitals:

A. The City owns the property known as Lunken Airport (the "**Airport**"), which is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

B. Pursuant to a *Lease Agreement* dated October 15, 2007, by and between the City and Jason III Aviation, Inc., ("**Jason**") (Lessee's predecessor-in-interest), (the "**Existing Lease**"), Jason leased from the City the portion of the Airport known as Lease Areas 4 and the hangar thereon known as Hangar 4, as more particularly depicted on Exhibit A (*Legal Description*) and described on Exhibit B (*Survey Map*) hereto, (the "**Leased Premises**") for an initial term of 5 years, with five 5-year renewal options.

C. Jason subsequently sold its assets at the Leased Premises to Encore FBO, LLC which merged into Lessee, its direct or indirect parent entity, and now Lessee desires to enter into a new lease for the Leased Premises, which the City is agreeable to on the terms and conditions set forth herein.

D. The City owns the hangar and associated leasehold improvements at the Leased Premises (the "**Leasehold Improvements**") and the Leasehold Improvements require capital repairs and maintenance which Lessee is responsible to make under the Existing Lease (as further described on Exhibit D hereto; hereinafter referred to as the "**Work**"), and Lessee has agreed to complete the Work at its sole cost and expense. As used in this Lease, the term "**Leasehold Improvements**" shall be inclusive of [x] any and all buildings, facilities, and improvements, including without limitation to ordinary fixtures, located on or within the Leased Premises; [y] any and all additions, buildings, facilities, and improvements, including without limitation to ordinary fixtures, constructed, placed, or otherwise installed on or within the Leased Premises; and [z] any and all future additions, buildings, facilities, and improvements, including without limitation to ordinary fixtures, approved by DOTE and constructed, placed, or otherwise installed by Lessee on or within the Leased Premises during the term of this Lease.

F. The rent set forth in this Lease reflects the current fair market rental value of the Leased Premises, as determined by analysis by the City's Real Estate Services Division and the Airport Manager taking into consideration airport industry standards and FAA requirements. The rent further takes into account the rent for Hangar 4 as it reverted to the City and assumes the Work is completed for the rent calculation.

G. Cincinnati Planning Commission, having the authority to approve the change in the use of City owned property, approved the City's lease of the Leased Premises to Lessee at its meeting _____.

H. Execution of this Lease was authorized by Ordinance No._____, passed by Cincinnati City Council on _____.

NOW, THEREFORE, the parties hereby agree as follows:

1. Leased Premises.

(A) Grant. The City hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from the City on the terms and conditions set forth herein. The City makes no representations or warranties to Lessee regarding the physical condition of the Airport or Leased Premises, and Lessee accepts the Leased Premises in "as is" condition. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises and to any and all existing agreements between the City and the federal government pertaining to the Airport.

(B) City's Right to Enter. The City's employees, agents and contractors shall have the right to enter upon the Leased Premises, at any reasonable time and from time to time, for the purpose of examining the condition of the Leased Premises, determining Lessee's compliance with the provisions of this Lease, accessing any public utility installations as shown on drawings at the office of the Airport Manager, and for any other proper purpose. The City shall use reasonable efforts to avoid disrupting Lessee's business operations and shall promptly repair any damage to the Leased Premises caused by the City's entry. The City shall notify Lessee prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

(C) Additional Title Matters. The City is leasing the Leased Premises to Lessee subject to and together with (as the case may be) any and all easements, covenants, restrictions, and other matters of record affecting the Leased Premises, and subject to the rights of any utility companies (e.g., Metropolitan Sewer District, Greater Cincinnati Water Works, Altafiber, and Duke Energy) to enter upon the Leased Premises to maintain and repair any existing utility lines and facilities. During the Term, Lessee shall not take any actions that would violate any such easements, covenants, restrictions, or rights. Lessee shall not grant any additional easements or otherwise further encumber the City's title to the Leased Premises without the City's prior written consent. However, Lessee shall have the right to grant Permitted Leasehold Mortgages (defined below) and otherwise encumber Lessee's leasehold interest in the Leased Premises, including granting easements to third parties that automatically terminate upon the expiration or termination of this Lease, without the City's consent, provided such encumbrances do not encumber the City's fee title or reversionary interest. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not materially interfere with Lessee's use of its improvements for the Permitted Use or otherwise materially impair the rights granted to Lessee under this Lease. The City makes no representations, warranties, or covenants to Lessee concerning the City's title to the Leased Premises, it being the understanding and agreement of the parties that Lessee may, at its expense, obtain title insurance to insure against any title defects.

(D) Termination of Existing Lease. The Existing Lease shall automatically terminate on the Effective Date set forth on the Signature Pages below, provided, however, that any and all obligations of Lessee under the Existing Lease that have accrued but have not been fully performed as of such date (for example, Lessee's obligation to pay rent through the termination date) shall survive such termination until fully performed.

2. Term; Renewal Periods.

(A) Initial Term (5 *years*). The initial term of this Lease (the "**Initial Term**") shall commence on the Effective Date, and, unless extended or sooner terminated as herein provided, shall expire on **2030**. As used herein, a "**Lease Year**" shall mean each successive 12-month period beginning on the Effective Date.

(B) Renewals Periods (3-*years each, up to* 30 *years*). Provided that (i) on the commencement date of each renewal period, Lessee is not in default under this Lease beyond any applicable notice and cure period provided for herein, (ii) the Lease has not been terminated as herein provided, and (iii) Lessee shall

not have notified the City in writing that Lessee does NOT wish to extend the Term (a "**Notice of Non-Renewal**"), the Initial Term of this Lease shall automatically be extended for ten renewal periods of 3 years each (each a "**Renewal Period**") (for a total Term, including the initial Term, of 35 Lease Years). Each renewal shall be on the same terms and conditions as set forth herein. As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Renewal Periods.

(C) Parties' Right to Terminate Early if Lessee Fails to Begin Improvements Within 12 Months. Notwithstanding anything in this Lease to the contrary, each party shall have the right to terminate this Lease early, by giving a Termination Notice to the other party no less than 30 days prior to the effective date of termination as specified in the Termination Notice, if Lessee fails to commence construction of all Work to Hangar 4 within 12 months from the Effective Date and complete construction within 18 months of the Effective Date (the "**Deadline**"). If the Work is not commenced and completed by the Deadline, or if substantial progress towards completion has not occurred by the Deadline, the City may terminate the Lease immediately and Lessee shall vacate the Leased Premises. Lessee may remove its stored materials and trade fixtures. If Lessee fails to finish the Work the Lessee shall pay to the City the full amount of up to $1,110,000.00, less the cost of any completed Work, for any unfinished Work so that the City may finish the Work itself materially in compliance with the plans previously approved by the City for the Work. The City will send Lessee a bill for the amount to be paid, and Lessee shall pay the full amount within 48 hours. Lessee waives any rights or claims to challenge, dispute, or otherwise refuse to pay any amount required by the City for the Work. At such time as Lessee completes the Work (and provided neither party has previously delivered a Termination Notice to the other party), the parties' termination rights under this paragraph shall automatically terminate.

(D) Notwithstanding the foregoing, should Lessee fail to meet the Deadline due to an excusable delay, the City shall adjust the Deadline equitably. An excusable delay shall be any of the following: (1) delays due to floods, tornadoes, lightning strikes which cause damage, earthquakes, or other cataclysmic phenomena of nature; (2) delays due to weather; (3) extraordinary delays in material deliveries Lessee's contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or area-wide material shortages but delays due to Signature's contractor's, subcontractor's, or supplier's insolvency or mismanagement are not excusable; (4) delays due to civil disturbances; (5) delays from fires or epidemics; (6) delays from labor strikes that are beyond Lessee's contractor's, subcontractor's, or supplier's power to settle and are not caused by improper acts or omissions of Lessee or its contractor, subcontractor, or supplier; (7) added quantities that delay an activity on the critical path; (8) delays with securing permits; or (9) all other delays not Lessee's fault or responsibility.

(E) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time by giving Lessee no less than 90 days' prior written notice, but only if the City determines that all or a portion of the Leased Premises are needed for an airport purpose as required by the FAA. Should the City terminate this Lease under this section, the City will reimburse Lessee for all unamortized Leasehold Improvements.

3. Rent.

(A) Rent Commencement Date. Beginning on the Effective Date, Lessee shall pay annual base rent in equal monthly installments, in advance, on the first business day of each month, in the amounts calculated in this section. The monthly installment of rent for any partial calendar month at the beginning or end of the Term shall be prorated on a per diem basis. Notwithstanding the rent adjustments provided for herein, in no event shall annual base rent decrease.

(i) Initial Term (Lease Years 1-5). From the Effective Date until expiration of the Initial Term, annual base rent shall be equal to the following amount:

$231,422.40/year ($19,285.20/month)

(ii) Renewal Period (*CPI adjustment every 3 years*). Effective as of the first day of Lease Years 6, 9, 12, 15, 18, 21, 24, 27, 30, and 33 (i.e., approximately every 3 years), the annual base rent shall increase to an amount that is equal to the product of multiplying the annual base rent payable during the 3-year term then just ended by a fraction, the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI most recently published 60 days prior to the commencement of the 5-year term then just ended. "**CPI**" means the Consumer Price Index, All Urban Consumers, U. S. City Average (1982-1984=100) published from time to time by the United States Bureau of Labor Statistics. Lessee shall make all CPI rent adjustment computations under this section 3(A) and shall send written notice of each CPI-based rent adjustment, together with Lessee's computations ("**Lessee's Rent Adjustment Notice**"), to DOTE (to the two addresses set forth in section 12 below) and to the City's Real Estate Services Division (801 Plum Street, Room 122, Cincinnati, OH 45202) no less than 30 days prior to each rent adjustment date.

(iii) Lease Years 15, and 24(*fair market value adjustment every 10 years*). For Lease Years 15 and 24 (i.e., approximately every 10 years after the Initial Term) Lessee may submit an appraisal to the City when it submits the Lessee's Rent Adjustment Notice. If Lessee submits an appraisal and the Lessee's Rent Adjustment Notice, then Lessee shall send both at least 60 days prior to each rent adjustment date, to support any claims for adjustment to the fair market value of the Leased Premises. Lessee's appraisal shall follow the FAA Compliance Guidance for appraisals of airport land. Upon the City's receipt of the Lessee's Rent Adjustment Notice, the City shall determine whether the prior CPI-based adjustments in annual base rent have kept pace with increases in the fair market value of the Leased Premises including Leasehold Improvements and the Work. If the City determines in its sole but good faith discretion that the CPI-based adjustments in the annual base rent for Lease Years 15 and 24 does not reflect the then fair market rental value of the Leased Premises including the Work, the City may conduct its own appraisal and notify Lessee thereof in writing at any time during Lease Years 15 and 24 of the increase in the annual base rent (the "**City's Rent Adjustment Notice**"), which notice shall be accompanied by a copy of the City's appraisal. Lessee may object to the increase to the annual base rent by submitting its objection in writing to the City within 5-days of the City's Rent Adjustment Notice and the parties will meet and discuss within 5-days of the objection. The City shall send Lessee a final Rent Adjustment Notice after the meeting. However, if Lessee does not submit an appraisal, or the City only uses CPI to increase the annual base rent, then Lessee may not object to the increase in the annual base rent. The adjusted rental amount shall become effective 60 days after Lessee's receipt of the City's Rent Adjustment Notice, or on the first day of the following month if the 60-day period does not end on the first day of a month so as to avoid a monthly proration of rent. If Lessee does not accept the amount of the adjusted rent, Lessee shall have the right to terminate this Lease by giving the City written notice thereof within 90 days after receiving the City's Rent Adjustment Notice. Lessee's termination notice shall specify a date of termination that is no sooner than 30 days and no later than 360 days following the date on which the City receives Lessee's termination notice. If the Lessee elects to terminate the Lease, the adjusted rental amount will be an amount equal to the product of multiplying the then annual base rent by a fraction, with the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI amount which occurred 12-months prior to the date of when the numerator was set. Notwithstanding the foregoing, in no event shall the annual base rent decrease.

(B) Fuel Fees; Fuel Statements (§402-23, Cincinnati Municipal Code). Throughout the Term, Lessee shall (i) provide the City, on or before the 10th day of each month, with complete and accurate monthly statements of all aviation gasoline and jet fuel received, sold and used at the Leased Premises (the "**Monthly Fuel Statements**"), and (ii) pay the City a fee based upon the number of gallons of aviation gasoline or jet fuel sold or used at the Leased Premises (currently, twelve cents ($0.12) per gallon, but subject to change) ("**Fuel Fees**"), all as required under Section 402-23 (*Operating and Fuel Fees*) of the Cincinnati Municipal Code ("**CMC**"), as the same may be modified from time to time. Lessee acknowledges that the City administration has no control over the Fuel Fees established by Cincinnati City Council or when the new rates go into effect.

(C) Operating Fees; Gross Revenue Statements (§402-23, Cincinnati Municipal Code). Throughout

the Term, Lessee shall (i) provide the City, on a semi-annual basis, with complete and accurate sworn statements of gross revenue received from Lessee's operations (the "**Semi-Annual Gross Revenue Statements**"), and (ii) pay the City a percentage of gross revenue (currently, one percent (**1.0%**), but subject to change) ("**Operating Fees**"), all as required under Section 402-23, CMC, as the same may be modified from time to time. Lessee acknowledges that the City administration has no control over the Operating Fees established by Cincinnati City Council or when the new rates go into effect. (The parties acknowledge that, under Section 402-23, as currently written, Lessee is not required to pay the 1% fee on revenue derived from the carrying of United States mail, passengers or cargo on scheduled air routes, the sale of airplanes, the sale of aviation gasoline or jet fuel, or revenue received for storage of aircraft in City-owned hangars; and that, where an operator provides more than one type of service licensed under Section 402-22, CMC, the minimum Operating Fee is $500/year.) Lessee acknowledges that the City administration has no control over the Operating Fees established by Cincinnati City Council or when the new rates go into effect.

(D) Landing Fees. Pursuant to CMC Section 402-24(a), the City may authorize Lessee to collect any and all landing fees at the Airport imposed by ordinance or any other applicable Airport rule or regulation ("**Landing Fees**"), and Lessee hereby agrees to collect any and all such Landing Fees at the Airport. Lessee shall be entitled to retain 30 percent of the gross total Landing Fees. Lessee shall maintain complete and accurate records of any and all Landing Fees due and payable and all Lessee's expenses during each calendar month, including all pertinent takeoff and landing logs, financial statements, and records. Lessee shall furnish to the City a statement detailing total gross Landing Fees due and payable to the City, total gross Landing Fees collected certified by Lessee's Chief Financial Officer or their designee within 10 calendar days of the end of each calendar month during the Term of this Lease. Lessee's monthly statement shall be accompanied by Lessee's payment of the collected Landing Fees owed to the City. The acceptance by the City of any partial payments from Lessee shall not constitute a waiver of any rights or entitlements to the full amount of any Landing Fees owed to the City. The City shall have the right to terminate, at any time, the authority granted to Lessee to collect Landing Fees under this paragraph in its sole discretion.

(E) City's Right to Inspect Books and Records. The City shall have the right to inspect and audit Lessee's books and records from time to time, upon reasonable advance written notice, to verify the accuracy of the Monthly Fuel Statements and Semi-Annual Gross Revenue Statements, Landing Fees, and to comply with requirements of the Lease. If any such inspection or audit reveals an inaccuracy that resulted in an underpayment of the Fuel Fees or Operating Fees, Lessee shall pay the additional amount owed and shall reimburse the City for all costs associated with such inspection or audit, payable within 30 days after the City's written demand.

(F) Place of Payment. As used herein, "rent" shall mean base rent and all other amounts payable by Lessee to the City under this Lease. Rent shall be payable to "Treasurer – City of Cincinnati" and mailed or delivered to: City of Cincinnati, 465 Wilmer Avenue, Cincinnati, OH 45226, Attn: Lunken Airport Manager, or to such other address as the City may from time to time specify.

(G) Late Payments. If any payment of base rent is not paid when due, a late charge of 5% of the amount past due shall automatically become due and payable. If base rent is outstanding for longer than 30 days, such past due amount shall bear interest at the rate of 10% per annum until paid. Late payments of Fuel Fees, Landing Fees, and Operating Fees shall be subject to a 10% late fee under Section 402-23, CMC.

4. Permitted Uses; Hours of Operation.

(A) Permitted Uses. Provided Lessee has obtained all valid permits from the City and any and all other required permits, Lessee shall use the Leased Premises for the activities described on Exhibit C (*Permitted Uses*) hereto (the "**Permitted Uses**") and for no other activities whatsoever without the City's prior written consent. Lessee's right to use the Leased Premises for the Permitted Uses is non-exclusive, and nothing herein shall limit or prevent the City from granting the same or similar non-exclusive rights to other persons or entities utilizing space at the Airport. Lessee shall not deviate from the Permitted Uses without the City's prior written approval (and if required, as determined by the City, without the prior written approval of the FAA).

(B) Fixed Base Operator (FBO) Minimum Standards. Lessee shall conform to and comply with minimum FBO standards (as the same may be modified from time to time) for the parking, storage, servicing, repair and maintenance of aircraft, air taxi service, flight training, aircraft rental, for administration and operations offices, shops, and lounges in connection with those proposed, and for the sale of aviation gasoline and jet aviation fuel.

(C) Required Hours of FBO Operation. Beginning on the Effective Date and thereafter throughout the remainder of the Term, Lessee shall operate its business at the Leased Premises on a 24/day, 7 day/week basis (except that temporary closures in the event of an emergency or damage by casualty shall not be deemed a default under this Lease).

5. Utilities; Real Estate Taxes; Other Expenses.

(A) Triple Net. This is a "triple net" lease for the City, and during the Term of this Lease, Lessee shall pay (i) any and all utility charges associated with the Leased Premises, (ii) all real estate taxes and assessments levied against the Leased Premises (including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears), and (iii) any and all other expenses associated with the Leased Premises, including without limitation any and all other fees required to be paid under Chapter 402 (*Airport*) of the CMC. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease*. Lessee shall have the right to contest the amount or validity of real estate taxes and assessments on the Leased Premises by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City's election. Lessee shall pay all costs and expenses arising from such legal proceedings. If the Leased Premises are not separately taxed from the Airport for real estate tax purposes, the City shall calculate Lessee's share of each tax bill, based upon the Auditor's respective values of the Leased Premises, and Lessee shall pay its allocated share of the bill within 30 days after receiving written notice from the City of the amount due.

(B) Final Semi-Annual Real Estate Tax Bills. No later than three (3) months prior to the end of the Term, Lessee shall estimate the amount of the two final semi-annual real estate tax bills owed by Lessee and shall pay such amount to the City; and the City shall use such funds to pay the final two tax bills once the bills have been issued by the Hamilton County Treasurer. Within 30 days after the Treasurer issues the tax bills: (i) if the estimated amount paid by Lessee is *less than* the actual amount owed, Lessee shall pay the additional amount owed to the City; and (ii) if the estimated amount paid by Lessee is *greater than* the actual amount owed, the City shall refund the overpayment to Lessee.

6. Permitted Leasehold Mortgages.

(A) Lessee's Right to Grant Leasehold Mortgage.

(i) Right to Grant Leasehold Mortgage. Lessee shall not grant any additional leasehold mortgages without the express written consent of the City, which may be withheld at the City's sole discretion. The City acknowledges that Lessee shall have the right to continue any leasehold mortgage obtained in the Initial Term (a "**Permitted Leasehold Mortgage**", and the "**Permitted Leasehold Mortgagee**", as applicable), and [b] if Lessee defaults under the Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee shall be permitted, by written notice to the City, to assume Lessee's leasehold interests under this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and on the terms and conditions set forth therein.

(ii) Delivery of Default Notices to Permitted Leasehold Mortgagee. Provided Lessee or the Permitted Leasehold Mortgagee shall have given the City a recorded copy of the Permitted Leasehold Mortgage and notified the City in writing of the Permitted Leasehold Mortgagee's mailing address for purposes of notices under this Lease, then, if, while the Permitted Leasehold Mortgage remains in effect, the City gives a written notice of default to Lessee under this Lease, which default, if uncured, would entitle the

City to terminate this Lease under section 11 hereof (a "**Default Notice**"), the City shall send a copy of the Default Notice to the Permitted Leasehold Mortgagee. Notwithstanding the City's termination rights under section 11 hereof, the City agrees that it shall not exercise its right to terminate this Lease upon Lessee's default until the City has given the Permitted Leasehold Mortgagee at least sixty (60) days (following the City's delivery of the Default Notice to the Permitted Leasehold Mortgagee) to cure such default. The foregoing shall not be construed as requiring the Permitted Leasehold Mortgagee to cure Lessee's default. If neither Lessee nor the Permitted Leasehold Mortgagee cures Lessee's default within the applicable time periods specified in this paragraph (B)(ii) and section 11, the City shall be free to exercise its right to terminate this Lease and thereby extinguish the Permitted Leasehold Mortgage.

7. **Maintenance; Other Operating Requirements.**

(A) Project. As the Leasehold Improvements are owned by the City, Lessee shall complete any approved Work in accordance with Exhibits D, E, and F hereto and plans and specifications must be submitted, reviewed, and approved in writing by DOTE, including without limitation the design, location of proposed additions, and all other material aspects thereof (as approved by DOTE, the "**Final Plans**"). Licensed architects or engineers shall prepare all plans and specifications for any Work. Lessee shall bear all costs associated with any project. Once approved by DOTE, Lessee shall not make any modifications to the Final Plans without the prior written approval of DOTE. Upon commencement of on-site work, Lessee shall thereafter diligently pursue the same to completion. Upon completion of construction, Lessee shall provide DOTE with a copy of the "as built" plans.

(B) Maintenance and Repairs/ 3-Year Facility Audit. Lessee shall maintain the Leased Premises in good, clean, and safe condition and repair, shall not permit any waste or nuisance on the Leased Premises, shall not permit any debris or rubbish to accumulate in open space, and shall keep the Leased Premises free from unreasonable accumulations of snow and ice and other obstructions. Without limitation of the foregoing, Lessee shall replace all light bulbs and filters, provide water sprinkler system inspection and repair, provide trash removal, window washing, grass cutting, and proper maintenance of landscaped areas, and maintain and keep in good condition and repair the exterior and interior structural portions and roof of any and all buildings, structures, hangars, fences, fixtures, pavement, HVAC, electrical, plumbing and mechanical fixtures, fuel farm, and any and all other improvements located on the Leased Premises, reasonable wear and tear excepted, and in compliance with all applicable building and fire codes, airport regulations and other laws (collectively, "**Applicable Laws**"). At the beginning of every Renewal Period, Lessee shall provide the Airport Manager with a comprehensible leasehold facility audit report which will include a list of preventative maintenance actions completed during the prior period and any ongoing facility maintenance needs.

(C) Protection from Aircraft Engine Blasts. Lessee shall provide an approved means of protection for persons and property from jet aircraft engine blasts or exhaust emissions at any time jet aircraft is operated on the Leased Premises.

(D) Parking. Lessee shall provide within the limits of the Leased Premises, at its own cost, a parking area for motor vehicles sufficient for vehicle parking needs of Lessee, its agents, employees, and customers.

(E) Fuel Facilities. Lessee shall have sole responsibility for the operation, maintenance, repair and replacement of the fuel storage and distribution facilities located on the Leased Premises. Lessee shall be responsible for all required inspections and State of Ohio annual registration and fees.

(F) Taxiway. Lessee acknowledges that the FAA requires an obstacle-free area on the taxiway of 131 feet and that modification to the terrain surrounding the existing taxiway opening will likely have to be made. Lessee shall bear all costs of such modification. Lessee acknowledges that there are currently no toll taxiways at the Airport.

(G) Soil and Environmental Conditions. Lessee acknowledges that it is familiar with and has had an opportunity to investigate the soil and environmental conditions at the Leased Premises. The City shall have

no responsibility or liability in the event that the existing conditions do not support any proposed future leasehold improvements.

(H) Permits. Lessee shall obtain all required permits and shall pay all required permit fees associated with the Leased Premises.

(I) Changes to Land Grade or Level. Lessee shall not make any changes in the land grade or level of the Leased Premises that might affect the abutting properties without the prior written consent of DOTE.

(J) Compliance with Federal Air Regulations. Lessee shall comply with Federal Air Regulations Part 77 and shall not penetrate any designated runway clear zone.

(K) Flood Plain. Lessee acknowledges that (i) the Leased Premises are located in a flood plain, (ii) FEMA requires that all improvements constructed within a flood plain comply with precise, rigorous construction standards, (iii) City building officials will not issue construction permits if the plans are not in compliance with the FEMA standards specific to flood plains, and (iv) compliance may add significant additional time and costs to the design and construction of any future proposed leasehold improvements.

(L) Alterations and Future Improvements. Lessee shall not alter or remove any improvements except in accordance with section 14 below. Any and all alterations to improvements, and any and all new improvements, shall require the prior written consent of DOTE and shall comply with the minimum aesthetic and architectural standards and requirements adopted by the City (if any) that are applicable to the exterior of all other buildings and structures at the Airport.

(M) Determinations by DOTE. All determinations of the City, including determinations by the DOTE Director, with respect to the construction, alteration, maintenance, repair, restoration or removal of improvements at the Leased Premises shall be based upon confirmation that the improvements (i) are structurally sound, (ii) comply with the safety standards and requirements applicable to all other buildings and structures at the Airport, (iii) are consistent with the quality and appearance of Airport facilities adjacent to Wilmer Avenue, and (iv) comply with any and all other requirements under this Lease.

(N) Potential Access Roads. The City may elect to develop or lease additional lease areas in the areas surrounding the Lease Premises. If the City develops or leases such areas, then the City or other persons may construct an access road or improve the pavements to create access roads to the surrounding areas, which may be approximately 4,100 square feet in size. The access roads may be placed near or along the border of the Leased Premise, as provided for in Exhibit B. After the creation of the access road, Lessee shall at all times keep such access road open and not impede or place anything on the access road. Upon completion of the access road, the City will reduce Lessee's rents for the access road portion of the Leased Premises by $0.50 per square foot. The reduction in rent shall apply only for the 4,100 square feet of the access road.

9. Insurance.

(A) Insurance. Throughout the Term, Lessee shall maintain the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Leased Premises, naming the City and Lessee as their interests may appear;

(ii) property insurance on any and all personal property of Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance of at least Three Million Dollars ($3,000,000) per occurrence, combined single limit, naming the City as an additional insured, or such additional amounts as the City or its insurance or risk advisors may determine from time to time to be customary for similar-sized airport facilities;

(iv) automobile liability insurance in the amount of $1,000,000 per occurrence, naming the City as an additional insured; and

(v) workers compensation insurance as required by law.

(vi) Additionally, Lessee shall maintain insurance in compliance with all yearly permits issued by the City which shall be based on the operations of the Lessee, which insurance policies may include Comprehensive Airport Liability, Hangar Keepers, Pollution/Environmental Liability, Commercial Auto Liability, Fire Legal Liability, Products and Completed Operations Liability, and any Special Events coverages. The Lessee is responsible for understanding and procuring necessary insurance based on its operations.

(B) Policy Requirements. Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. No later than the Effective Date, and annually thereafter, Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Lessee hereunder.

(C) Waiver of Subrogation. Lessee hereby waives all claims and rights of recovery, and on behalf of Lessee's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Lease to be maintained by Lessee, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Lessee or any employee, agent, contractor, subcontractor, representative or any other person acting or purporting to act for or on behalf of Lessee. Lessee shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Lessee, its employees, agents, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Lessee in connection with Lessee's activities at or with respect to the Leased Premises or in connection with any breach by Lessee under this Lease.

10. **Casualty; Eminent Domain.**

(A) Casualty. If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall repair and restore the Leased Premises (or, in the event of a partial taking, the remaining portion thereof), as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. All insurance proceeds shall be deposited with an insurance trustee appointed by both the City and Lessee, and such insurance proceeds shall be disbursed to Lessee for purposes of paying costs associated with restoration, repair, stabilization, or demolition, as necessary to meet the provisions set forth herein. If the insurance proceeds are insufficient to fully repair and restore the Leasehold Improvements, Lessee shall make up for the deficiency. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises are being repaired or restored (it being the agreement of the parties that Lessee shall purchase business interruption insurance, if it so choses, to alleviate such financial burden). Lessee shall oversee all construction in accordance with the applicable requirements set forth herein. Notwithstanding anything herein to the contrary, Lessee shall have the right, but not the obligation to repair and restore the Leased Premises and Leasehold Improvements, *provided, however*, in the event that Lessee elects not to restore or repair the Leasehold Improvements, Lessee shall provide written

notice to the City within thirty days after such damage or casualty event to terminate this Lease. If notice of termination is timely provided, this Lease shall terminate on the date specified in the notice. Upon termination of this Lease following a casualty event, the insurance proceeds shall be allocated as follows: (i) first to Lessee to perform any and all work necessary for the Leased Premises to be surrendered to the City in a safe and proper condition (i.e., to cause any and all remaining improvements to comply with all applicable laws, including the City's building code or to otherwise demolish the Leasehold Improvements); and (ii) second to any Permitted Leasehold Mortgagee to satisfy any outstanding principal, interest or any other amounts owed to such Permitted Leasehold Mortgagee. Upon such termination, Lessee shall satisfy and cause to be released any mortgages, liens, or other encumbrances placed upon or permitted to be placed upon the Leased Premises.

(B) Eminent Domain. If any portion of the Leased Premises is taken by exercise of eminent domain (federal, state, or local), Lessee shall repair and restore the Leased Premises (or, in the event of a partial taking, the remaining portion thereof), as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. Notwithstanding the foregoing, if (i) the entire Leased Premises are taken by eminent domain, this Lease shall automatically terminate on the date on which Lessee is required to surrender possession, and (ii) if a substantial portion of the Leased Premises is taken by eminent domain such that the remainder is not usable for the Permitted Use as determined by Lessee, Lessee shall have the right to terminate this Lease by giving written notice thereof to the City on or before the date on which Lessee is required to surrender possession of such portion. Upon such termination of this Lease, the eminent domain proceeds shall be allocated as follows: (i) in the case of a taking by the state or federal government, to the City, to compensate the City for the value of the land taken (and, in the event of a partial taking, for the cost of clearing and otherwise restoring the remaining portion of the Leased Premises); and (ii) to Lessee, to compensate Lessee for the value of the Leasehold Improvements; provided, however, following title and ownership of the Leasehold Improvements vesting with the City, all such value shall be allocated to the City.

11. Default; Remedies.

(A) Default. Each of the following shall constitute an event of default by Lessee under this Lease:

(i) If Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than ten (10) days after Lessee receives written notice thereof from the City;

(ii) If Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than thirty (30) days after Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have occurred if Lessee commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Lessee receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Lessee fails to promptly take corrective action upon discovering such dangerous condition or emergency (and in any event within no later than 24 hours, depending upon the nature of the emergency and the steps needed to address it); and

(iii) The commencement of levy, execution or attachment proceedings against Lessee, any principal (which shall be defined as any individual or entity having an ownership interest in Lessee of more than 25%) or partner of Lessee, or any of the assets of Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Lessee or any principal or partner of Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of

the affairs of Lessee or any principal or partner of Lessee; or the commencement of a case by or against Lessee or any principal or partner of Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving Lessee written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Lessee shall be liable for all costs and damages, including without limitation legal fees, suffered or incurred by the City as a result of a default of Lessee under this Lease or the City's enforcement or termination of this Lease. Lessee shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(C) Default by the City. If the City defaults under this Lease, and such failure continues for longer than sixty (60) days after the City receives written notice thereof from Lessee, Lessee sole remedy is to terminate this Lease by giving written notice thereof to City.

12. Assignment and Subletting. Lessee acknowledges that the City is entering into this transaction because of the City's confidence that Lessee has the financial means and business experience that are necessary to successfully operate Lessee's business in accordance with the provisions of this Lease. Lessee acknowledges that the City shall not be expected to consent to a proposed assignment or sublease by Lessee of its interests under this Lease to any person or entity in whom the City does not have similar confidence. Any attempt by Lessee to assign or otherwise transfer its interests under this Lease to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of Lessee under this Lease. The above consent shall not be required when Lessee is merely renting office, hangar, storage or ramp space to customers in its ordinary course of business. The foregoing notwithstanding, if Lessee transfers its interests under this Lease to an affiliate of Lessee (including without limitation a sublease of a portion of the Leased Premises to Lessee's affiliate), or to the surviving entity in a merger involving Lessee, or to the purchaser of all or substantially all of Lessee's assets or ownership interests, such transfer shall not constitute a prohibited assignment for purposes of this section provided that Lessee provides the City with no less than 30 days prior written notice thereof, accompanied by the relevant supporting documentation. As used in the preceding sentence, an "affiliate" of Lessee means an entity that controls, or is controlled by, or is under common control with, Lessee. For purposes hereof "control" shall mean the power, exercisable jointly or severally, to manage and direct the business and affairs of a party through the ownership of more than fifty percent (50%) of membership or partnership interests, corporate stock and/or voting rights. No assignment or sublease by Lessee of its rights or obligations under this Lease to an affiliate or any other third party shall relieve Lessee from any liability to the City under this Lease.

If Lessee assigns its rights and interests under this Lease to a third-party in which Lessee no longer occupies, uses, or manages the assigned part of the Leased Premises then all compensation received by Lessee in connection with, relating to, or otherwise allocable to the assignment of this Lease in respect of the

interval in question that exceeds the base rent ("**Excess Compensation**") for the same interval shall be payable as follows:

(i) first, to Lessee until Lessee has received an amount equal to all actual, third-party, out-of-pocket costs incurred by Lessee in connection with such transfer (including brokerage commissions, attorneys' fees and expenses, Lessee finish-work, and other Lessee inducements); and

(ii) thereafter, 50% to City and 50% to Lessee.

If an event of default occurs, all such Excess Compensation accruing thereafter shall be payable to City. Lessee shall hold all amounts it receives which are payable to City in trust and shall deliver all such amounts to City within ten business days after Lessee's receipt thereof.

13. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, Suite 450
Cincinnati, OH 45202

To Lessee:

Signature Aviation
Attn: General Counsel
13485 Veterans Way, Suite 600
Orlando, FL 32827
Legalnotices@signatureaviation.com

With a copy to:
Signature Aviation
Attn: General Manager
358 Wilmer Avenue
Cincinnati, OH 45226

with a copy to:
Lunken Airport Administration Building
Attn: Airport Manager
465 Wilmer Avenue
Cincinnati, OH 45226

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

14. Surrender; Holdover.

(A) Surrender at end of Lease Term. At least within one year prior to the end of the Term, the City shall notify Lessee of whether the City will require Lessee to surrender, or alternatively to remove, any improvements or portions thereof, in either case at no expense to the City. At the end of the Term, Lessee shall peaceably surrender the Leased Premises free and clear of all leasehold mortgages and other liens (except those, if any, created by the City). If the City requires Lessee to remove all or any portions of the improvements, Lessee shall remove the same and repair any and all damage to the Leased Premises caused thereby within one year after the City notifies Lessee that removal is required (provided however that Lessee shall not be required to complete such removal prior to the last day of the Term). (For example, (i) if the City

notifies Lessee 3 months prior to the end of the Term that removal of designed portions of the improvements is required, Lessee shall be given an additional 9 months after the end of the Term within which to complete such removal and repairs.) As provided in paragraph 7(I) above, Lessee shall not be permitted to remove any improvements unless directed to by the City under this paragraph.

(B) Lessee's Right to Remove Items of Personal Property. No later than the last day of the Term, Lessee shall remove all of Lessee's personal property at the Leased Premises (excluding ordinary fixtures, which shall not be removed unless otherwise directed by the City under paragraph 13(B) above)) shall repair any and all damage to the Leased Premises caused by the installation or removal thereof and otherwise restore the Leased Premises to a safe, clean, and satisfactory condition.

(C) Holdover. If Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term (except as may be permitted under paragraph 13(B) above), such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term and except that base rent payable during the holdover period shall be equal to two hundred percent of the base rent in effect at the end of the Term), terminable by the City at any time by giving written notice thereof to Lessee. Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Lessee's failure to surrender possession at the end of the Term.

(D) Documents to be Delivered to City. At the end of the Term, Lessee shall deliver to the City originals or copies of all necessary books and records, operating manuals, contracts with third parties for continued services at the Leased Premises (but only if the City has expressly agreed to accept an assignment of such contracts), warranty information, and any other written materials and documents that are in Lessee's possession or under Lessee's control and that are necessary in order for there to be a seamless transition with respect to the operation and maintenance of the Leased Premises for the Permitted Uses. Notwithstanding the foregoing, Lessee shall not be required to provide City originals or copies of any documents that contain proprietary information.

15. Compliance with Laws.

(A) Compliance with Laws. Lessee shall comply with all federal, state and local laws, ordinances, rules and regulations, including without limitation all applicable building and zoning codes of the City of Cincinnati pertaining to the Airport, all applicable requirements set forth in Chapter 402 (*Airport*) of the CMC, and all requirements under Title 49 of the Code of Federal Regulations, as the same may be enacted or modified from time to time.

(B) Non-Discrimination. In all its activities, the Lessee agrees to comply with pertinent statutes, Executive Orders, FAA's Grant Assurances, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964 which Lessee shall comply with. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued. With reference to 49 CFR Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation", the purpose of which "is to effectuate the provisions of Title VI of the Civil Rights Act of 1964 . . . to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation", Lessee shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing services to the public and shall include therein a provision granting the City the right to take such action as the United States may direct to enforce such covenant. Lessee shall defend, indemnify, and hold harmless the City from any and all claims and

demands of third persons, including the United States of America, resulting from Lessee's noncompliance with any of the provisions of this section and shall reimburse the City for any and all losses or expenses incurred by reason of such noncompliance.

16. General Provisions.

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

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties. Notwithstanding the foregoing, this Lease will automatically be amended to comply with Section 16(M) of this Lease.

(C) Governing Law. This Lease 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 Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease 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 Lease.

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

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

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

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease 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 member, officer, agent, or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) FAA Subordination Clause. This Lease shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government, including any and all grant assurances relating to the maintenance, development, or operation of the Airport, the execution of which agreements has been or will be required as a condition precedent to the granting of federal funds for the maintenance, development, or operation of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

17. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Description of Leased Premises*
Exhibit B - *Site Plan*
Exhibit C – *Permitted Use*
Exhibit D – *Description of Work*
Exhibit E – *Construction Requirements*
Exhibit F – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of latter of the signature dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the corporation.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
Greg Long, Interim Director
Department of Transportation and Engineering

_____
Lunken Airport

Approved as to Form:

_____
Assistant City Solicitor

No Certification of Funds Necessary

By: _____
Steve Webb, City Finance Director

Signature Flight Support LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, the _____ of **Signature Flight Support, LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

EXHIBIT A
to Lease Agreement

LEGAL DESCRIPTION

CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION
and ENGINEERING

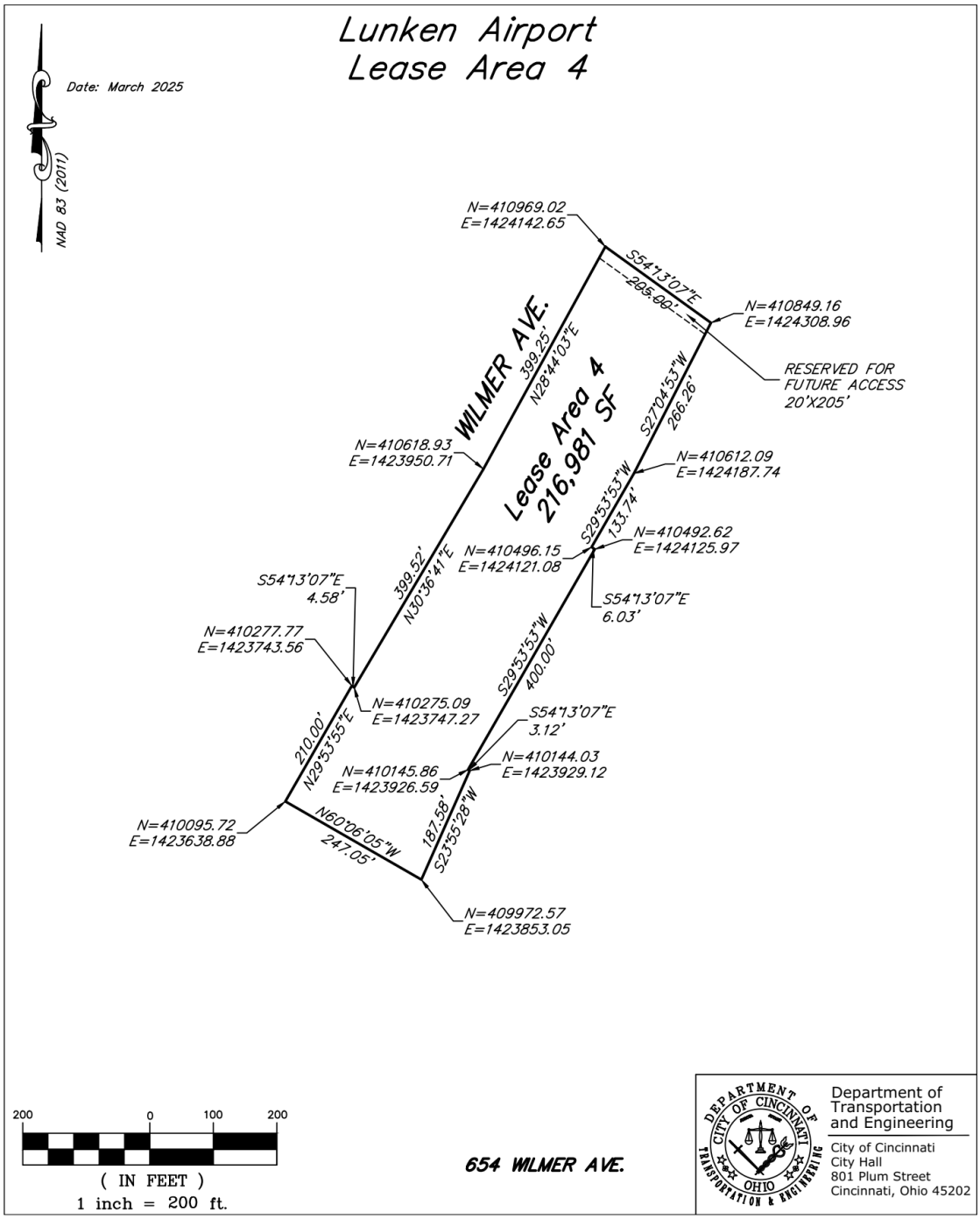
LUNKEN AIRPORT
LEASE AREA 4
January 28, 2025

Situated in Section 19, Town 4, Fractional Range 2, Columbia Township, Hamilton County, Cincinnati, Ohio and being more particularly described as follows:

Beginning at a point with coordinates (410,969.02 N., 1,424,142.65 E.); thence South 54°13'07" East, 205.00 feet to a point; thence South 27°04'53" West, 266.26 feet to a point; thence South 29°53'53" West, 133.74 feet to a point; thence South 54°13'07" East, 6.03 feet to a point; thence South 29°53'53" West, 400.00 feet to a point; thence South 54°13'07" East, 3.12 feet to a point; thence South 23°55'28" West, 187.58 feet to a point; thence North 60°06'05" West, 247.05 feet to a point; thence North 29°53'55" East, 210.00 feet to a point; thence South 54°13'07" East, 4.58 feet to a point; thence North 30°36'41" East, 399.52 feet to a point; thence North 28°44'03" East, 399.25 feet to the Point of Beginning. Containing 216,981 square feet (4.9812 acres) of land, more or less. Bearings are based on Ohio State Plan Coordinate System, South Zone (3402), NAD83 (2011). Subject to all legal highways, easements and restrictors of record.

EXHIBIT B
to Lease Agreement

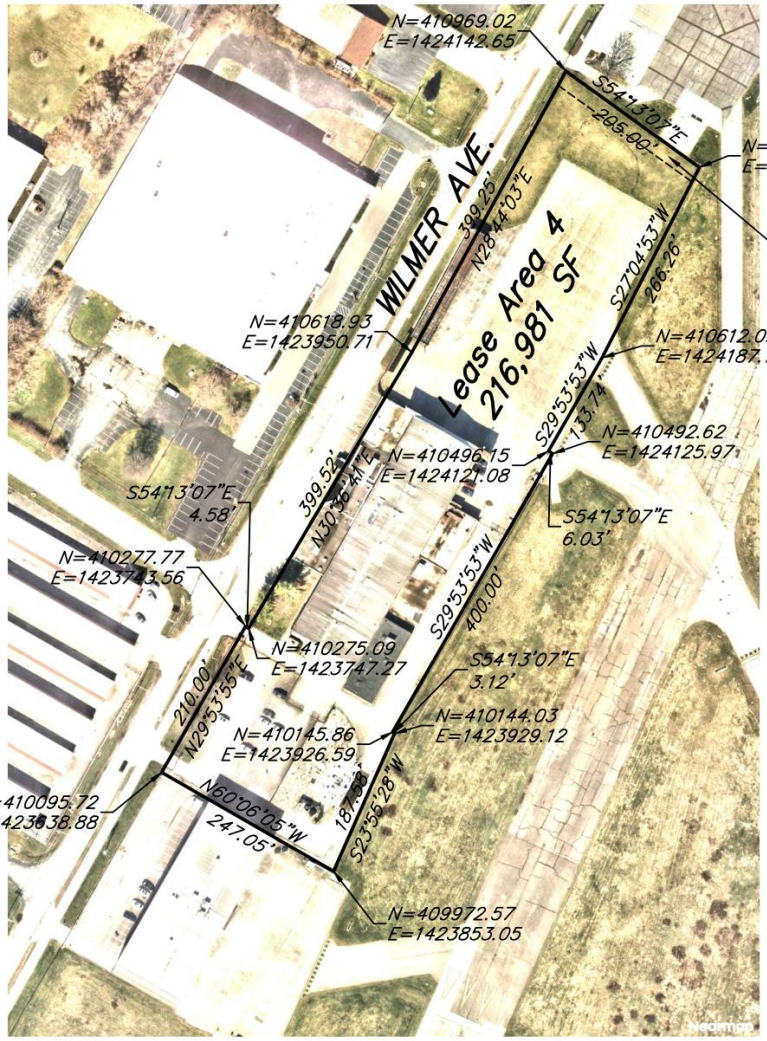
SITE PLAN



Lunken Airport
Lease Area 4

Date: March 2025

NAD 83 (2011)



200 0 100 200

(IN FEET)

1 inch = 200 ft.

654 WILMER AVE.

Department of Transportation and Engineering

City of Cincinnati
City Hall
801 Plum Street
Cincinnati, Ohio 45202

4926-2968-0227

Exhibit C
To Lease Agreement

PERMITTED USES

(1) The operation of, or leasing space for, aircraft, engine, and accessory maintenance, modification, overhaul, interior refurbishing, and completion business, including, but not limited to satellite or limited service operations.

(2) The servicing, parking, basing, repairing, modifying, overhauling, fueling, self-fueling, storage, and managing of aircraft and other equipment utilized by Lessee in its operations permitted hereunder or owned or operated by Lessee's tenants and customers.

(3) The sale, purchase, rental, leasing, storage, disposal and exchange of aircraft, airframes, aircraft engines, fuel (in accordance with the Cincinnati Municipal Code and annual permit renewal), oil, lubricant and other aircraft parts, equipment, tools, and supplies, and the furnishing and procurement of financing of such transactions.

(4) The reconditioning and sale of aircraft parts, tools, components, accessories and other aviation products.

(5) The ground servicing of scheduled and non-scheduled aircraft, said ground servicing to include, but not limited to, baggage loading and unloading, cleaning and refurbishing the aircraft for flight.

(6) The providing of space to others for use for the parking, tie-down, or hangar storage of aircraft and aircraft tools, equipment and consumable materials; for use for aircraft maintenance and repair shops; and for corporate or other private aircraft operating functions and other aviation related operations including office rental.

(7) The operation of a snack or coffee bar or other food services for Lessee's tenants, employees, or bona fide aviation customers, one or more pilots' lounges; and the furnishing of food and beverage for in-flight consumption on aircraft.

(8) The conduct of ground and flight training courses (including, but not limited to, courses offered "live" or by videotape, video conference, computer, ground training or flight simulator) for pilots and other persons and the giving of instruction in the operation and maintenance of aircraft of all types.

(9) The conduct of a business of furnishing air transportation for hire of passengers and freight by air. Such flight operations shall be subject to the same rules and regulations applicable to all other operations at or from the Lunken Airport.

(10) The installation of signs advertising the business and facilities of Lessee and the products sold by it on the lease area.

(11) The installation, maintenance, and operation of antennas and of such electronic, communications, meteorological, and aerial navigation equipment and facilities as may be necessary or convenient for the operation of Lessee's business, so long as the location, elevation, installations, maintenance, or operation of such antennas, equipment, or facilities does not interfere with operations conducted or equipment operated by the City, the Federal Aviation Administration, or by or for the use of scheduled carriers or other airport public transportation operators.

(12) The parking of automobiles of Lessee's tenants, employees and legitimate aviation customers (not the general public and not in competition with the Airport's public and employee parking facilities).

(13) The hire, leasing and loaning of automobiles and other ground transportation for Lessee's account or as agent for others to Lessee's tenants, customers and visitors and to the employees, customers, and visitors of other Airport tenants.

Subject to the prior written approval of the City Manager, Lessee is permitted to engage in any other use consistent with the activities enumerated herein and necessary to the servicing, storage, renting, operating, repair, sale, lease, and maintenance of general aviation, corporate, and aircraft and other types of aeronautical vehicles and equipment.

EXHIBIT D
To Lease Agreement

DESCRIPTION OF WORK

Lessee shall completely refurbish, renovate, and repair the interior of Hangar 4 to the satisfaction of the City, including making all repairs to fix the damages incurred due to water intrusion in the building. Lessee shall repair the exterior of the building and the roof to ensure no future water damage occurs. The esitmate for the Work is approximatley $1,110,000. Lessee shall begin the Work within 12 months from the Effective date and complete and made substantial progress towards completion of the Work within 18 months from the Effective Date.

Lessee shall provide the City with schedules, and detailed plans for the Work and otherwise comply with Exhibits E and F.

EXHIBIT E
To Lease Agreement

CONSTRUCTION REQUIREMENTS

As used in this exhibit, the word "Project" shall mean the Work.

1. Construction Schedule.

(A) Completion Date. Lessee shall complete or made substantial progress towards completion of the Work within **18 months** after the Effective Date (defined in this Lease as the Work Period).

(B) Verification of Actual Commencement and Completion Dates. Lessee shall notify DOTE promptly after commencing the Work, and shall notify DOTE within 10 days following the date on which Lessee completes the Work (a "**Notice of Completion**"). The City shall inspect the Work upon completion and notify Lessee of any observable deficiencies.

2. Design & Construction. Prior to commencing construction, Lessee shall provide DOTE with plans and specifications for the Work for DOTE's review and approval (as approved, the "**Final Plans**"). Once approved by DOTE, Lessee shall not make any changes without DOTE's written approval. Lessee shall obtain all other required approvals pertaining to the Final Plans, and any and all changes thereto, from the City's Building Department. Lessee shall cause the Work to be performed in accordance with the Final Plans. All construction shall be performed in a good and workmanlike manner and in accordance with all legal requirements. All materials and workmanship shall be of good quality, and upon completion of construction, all improvements will be structurally safe and sound, and all parts therefor and all mechanical equipment therein and all utilities serving the improvements will be in good working order and will have been properly installed, tested, and paid for. Upon completion of construction, Lessee shall deliver a copy of all final "as-built" drawings to DOTE.

3. City's Approval of General Contractor and Subcontractors. Lessee's general contractor and subcontractors for the Project shall be subject to the prior written approval of DOTE. Lessee shall not hire any contractor or subcontractor who is listed on the Federal Debarred List or State Debarred List, or any contractor or subcontractor who is identified as being debarred on the City's Vendor's Performance list (as identified on the applicable federal, state and local government websites).

4. Monthly Project Reports. Until such time as the Work has been completed, Lessee shall submit a monthly progress report to DOTE so that the City can be kept up-to-date on all matters pertaining to the Work.

5. Inspections. The City shall have the right to periodically inspect the Work. If the City discovers any defects in the Work or deviation from the Final Plans, Lessee shall promptly correct the same upon receipt of written notice from the City. The City shall use reasonable efforts to verbally notify Lessee prior to each inspection (except that no prior notice shall be needed in the event of inspections by the City's Building Department or Health Department), and shall use reasonable efforts not to disrupt construction.

6. Signs. During construction, the City shall have the right to review and approve all construction-related, financing-related and other signs relating to the Project that are posted at the site.

7. No Liens. Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with the Project. If any such liens attach, Lessee shall cause them to be released within thirty (30) days after receiving notification of the filing thereof.

8. Insurance. Throughout construction of the Project, Lessee shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least Two Million Dollars ($2,000,000) per occurrence, combined single limit, naming the City as an additional insured, (ii) builder's risk insurance in

the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Lessee's construction lenders, and (v) such other insurance as may be reasonably required by the City. All insurance maintained pursuant to this Lease shall be written by companies of recognized responsibility and credit reasonably acceptable to the City and authorized to do business in the State of Ohio, and in the form customarily in use or otherwise reasonably acceptable to the City. Lessee shall provide all applicable certificates of insurance to the City prior to the commencement of construction.

9. Environmental Issues. During construction, Lessee shall not accumulate, process, store, treat, or dispose of any Hazardous Materials (as hereinafter defined) at the site, nor shall Lessee allow any other person or entity to do so, except that Lessee may, in accordance with all applicable legal requirements, accumulate, process, store, treat and dispose of such Hazardous Materials as are necessary or incidental in connection with the Project. Under no circumstances shall the City have any liability to Lessee, nor shall the City be expected to take any remedial or other actions, with respect to pre-existing Hazardous Materials or other pre-existing environmental conditions at the site. For purposes of this Lease, "Hazardous Materials" shall mean: (i) any "hazardous substance," "pollutant" or "contaminant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14) and (33) or 40 C.F.R. Part 302 (including asbestos, asbestos containing materials and polychlorinated biphenyls (PCBs)), and (ii) any substance containing "petroleum," as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6991(8), or 40 C.F.R. §280.12.

10. Prevailing Wage. Lessee shall comply with applicable prevailing wages for the Project as determined by state and local law. If available on the Effective Date, a copy of the City's prevailing wage determination is attached as *Addendum I* to this Exhibit. Lessee acknowledges and agrees that it has not and shall not rely upon determinations or representations made by the City, its employees or agents regarding applicability of state and local prevailing wage laws and that Lessee's decisions regarding applicability of and compliance with such laws shall be based upon its own and its counsel's investigations, determinations and opinions. Without limitation of other rights and remedies available to the City under this Lease or under state or local laws, Lessee shall defend, indemnify and hold the City harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against them as a result of or arising from Lessee's failure to comply with applicable prevailing wage laws.

11. Punch-List Work. Promptly after delivering the Notice of Completion to DOTE under Section 1 of this Exhibit, Lessee shall create a punch-list of unfinished work and shall promptly thereafter complete such work (but in any event within 90 days after the date of the Notice of Completion).

12. Correction of Defects During Warranty Period. If any defect should appear that, in the reasonable opinion of the City, is due to defective materials or workmanship, Lessee shall remedy such defect within the applicable warranty period under Lessee's contract with its general contractor.

* * *

EXHIBIT F

To Lease Agreement

ADDITIONAL REQUIREMENTS

As used in this exhibit, the term "Project" shall mean the Work, and the term "Developer" shall mean Lessee.

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, without limitation, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code ("**CMC**") Chapter 321. CMC Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably

necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

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

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

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

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

(F) Small Business Enterprise Program.[1]

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

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

(1) Including qualified SBEs on solicitation lists.

1 Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

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

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

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

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

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

(G) Equal Employment Opportunity.

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

(ii) Requirement. If this Agreement is subject to the provisions of CMC Chapter 325, the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20)

days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (*City's Prevailing Wage Determination*) hereto.

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

(J) Prompt Payment. The provisions of CMC Chapter 319, which provides for a "Prompt Payment System", may apply to this Agreement. CMC Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

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

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

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained CMC Chapter 326 (Wage Enforcement) (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. CMC 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 Work Period pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to ORC Section 3735.67, et seq., or Job Creation Tax Credits pursuant to ORC Section 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

Addendum I
to Exhibit F

Prevailing Wage Determination

To be attached to execution version of Lease Agreement

4926-2968-0227, v. 7

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: October 22, 2025

To: Mayor and Members of City Council 202501903

From: Sheryl M. M. Long, City Manager

Subject: EMERGENCY ORDINANCE – LUNKEN AIRPORT LEASE AREA 30 LEASE (SIGNATURE FLIGHT SUPPORT, LLC)

Attached is an emergency ordinance captioned as follows:

> **AUTHORIZING** the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 30 for up to thirty-five years.

Signature Flight Support LLC, one of the two existing Fixed Base Operators (FBOs) at Lunken Airport, has requested new long-term lease agreements for all three of its existing leaseholds so that the agreements will expire concurrently. After extensive discussion, it was agreed that the City will enter into three new lease agreements with an initial term of five years and ten optional three-year renewal periods. Each lease area is slated for improvements, and the new agreements will ensure that this work is completed in a timely manner. The total estimated capital investment by Signature is $18.97 million.

Signature Flight Support will continue to conduct business involving the sale of gasoline, oil, and other lubricants; the operation of full-service aircraft facilities; the provision of aircraft storage; and the maintenance and repair of aircraft engines, instruments, propellers, and accessories.

Lease Area (LA) 30, known as Signature North, is located at 358 Wilmer Road. Signature's current lease agreement for LA 30 was set to expire on December 31, 2035; however, under the new lease, the agreement will now expire in 2060.

Upon execution of the new lease, the annual rent for LA 30 will increase from $87,663 to $300,150 during the initial five-year term. Thereafter, the rent will be adjusted in accordance with the Consumer Price Index (CPI) at each renewal period. The City's Real Estate Division has reviewed and approved this rent.

The City Planning Commission approved the lease at its meeting on October 3, 2025.

The reason for the emergency is the immediate need to execute the Amendment so the new rent amounts can begin as soon as possible to enable the Airport to receive the benefit at the earliest possible time.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Lunken Airport Lease Agreement for Lease Area 30

cc: Greg Long, Interim Director, Transportation and Engineering

E M E R G E N C Y

JRS

- 2025

AUTHORIZING the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 30 for up to thirty-five years.

WHEREAS, the City of Cincinnati ("City") owns Lunken Airport ("Airport") in the East End and Linwood neighborhoods, which is under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, the City and Signature Flight Support, LLC., a Delaware limited liability company, as successor in interest, ("Lessee"), are parties to that certain First Amended and Restated Agreement of Lease dated May 22, 2006, and as amended and assigned, by and between the City and Midwest Jet Center LLC, for Lease Area 30, (collectively, the "Existing Lease"); and

WHEREAS, the term of the Existing Lease is set to expire in 2035, however Lessee desires to continue occupying Airport Lease Area 30 (the "Leased Premises") to operate its business and desires to renovate and invest in the Leased Premises and thus has requested a new lease with a term of up to thirty-five years, as more particularly set forth in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference ("New Lease"); and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Leased Premises is not needed for a municipal purpose for the duration of the New Lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises or the Airport; and

WHEREAS, the City's Real Estate Services Division, in consultation with the City's Airport Manager after considering airport industry standards and FAA requirements, has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately $300,625 per year, subject to the base rent escalation provisions set forth on Attachment A; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the New Lease at its meeting on October 3, 2025; 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 Lease Agreement with Signature Flight Support, LLC., a Delaware limited liability company, ("Lessee"), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati ("City") will enter into a new lease with Lessee for Lunken Airport ("Airport") Lease Area 30 ("Leased Premises") for up to thirty-five years, as more particularly described on Attachment A.

Section 2. That (i) the Leased Premises is not needed for a municipal purpose for the duration of the lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises or the Airport.

Section 3. That the rent set forth in the Lease Agreement reflects the fair market rental value of the Leased Premises, as determined by appraisal by the City's Real Estate Services Division in consultation with the City's Airport Manager after considering airport industry standards and FAA requirements.

Section 4. That eliminating competitive bidding in connection with the City's lease of the Leased Premises is in the best interest of the City because Lessee has been a good and responsible tenant at the Airport, Lessee intends to renovate and improve the Leased Premises, and the City desires to retain Lessee as a tenant.

Section 5. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including, without limitation, executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute the Lease Agreement so the new Lease Agreement and rent amounts can begin as soon as possible to enable the Airport to receive the benefit at the earliest possible time.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4904-6215-2556, v. 2

Contract No. _____

Property: Lunken Airport – Lease Areas 30 (Hangars 5 and 14)
358 Wilmer Avenue

LUNKEN AIRPORT LEASE AGREEMENT

This Lease Agreement ("**Lease**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **SIGNATURE FLIGHT SUPPORT, LLC,** a Delaware limited liability company, the address of which is 13485 Veterans Way, Suite 600, Orlando, FL 32827 ("**Lessee**").

Recitals:

A. The City owns the property known as Lunken Airport (the "**Airport**"), which is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

B. Pursuant to a First Amended and Restated *Agreement of Lease* dated May 22, 2006, by and between the City and Midwest Jet Center, LLC, ("**Midwest**") (Lessee's predecessor-in-interest), (the "**Existing Lease**"), Midwest leased from the City the portion of the Airport known as Lease Areas 30 and the hangars thereon known as Hangar 5 and 14, as more particularly depicted on Exhibit A (*Legal Description*) and described on Exhibit B (*Survey Map*) hereto, (the "**Leased Premises**") for an initial term of 5 years, with five 5-year renewal options.

C. Midwest subsequently sold its assets at the Leased Premises and assigned the Existing Lease to an entity which merged into Lessee, its direct or indirect parent entity which Existing Lease is scheduled to expire on December 31, 2035. Lessee desires to renovate and expand the Leasehold Improvements (as defined herein), as more particularly described on Exhibit C (*Proposed Improvements*) hereto (the "**Work**"). Before incurring significant costs in improving and expanding the Leasehold Improvements, Lessee desires to enter into a new lease pursuant to which the City will lease the Leased Premises to Lessee for an initial term of 5 years with 10 [3]-year renewal options. As used in this Lease, the term "**Leasehold Improvements**" shall be inclusive of [x] any and all buildings, facilities, and improvements, including without limitation to ordinary fixtures, located on or within the Leased Premises; [y] any and all additions, buildings, facilities, and improvements, including without limitation to ordinary fixtures, constructed, placed, or otherwise installed on or within the Leased Premises pursuant to the terms of the Existing Lease; and [z] any and all future additions, buildings, facilities, and improvements, including without limitation to ordinary fixtures, approved by DOTE and constructed, placed, or otherwise installed by Lessee on or within the Leased Premises during the term of this Lease. The City is agreeable to enter into a new lease on the terms and conditions set forth herein.

F. The rent set forth in this Lease reflects the current fair market rental value of the Leased Premises, as determined by analysis by the City's Real Estate Services Division and the Airport Manager taking into consideration airport industry standards and FAA requirements.

G. Cincinnati Planning Commission, having the authority to approve the change in the use of City owned property, approved the City's lease of the Leased Premises to Lessee at its meeting _____.

H. Execution of this Lease was authorized by Ordinance No._____, passed by Cincinnati City Council on _____.

NOW, THEREFORE, the parties hereby agree as follows:

1. Leased Premises.

(A) Grant. The City hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from the City on the terms and conditions set forth herein. The City makes no representations or warranties to Lessee regarding the physical condition of the Airport or Leased Premises, and Lessee accepts the Leased Premises in "as is" condition. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises and to any and all existing agreements between the City and the federal government pertaining to the Airport. Throughout the Term of this Lease, Lessee shall have the non-exclusive right to use Airport Road for ingress/egress, subject to the City's rules and regulations governing the rights of tenants and others to use Airport Road. Lessee will be deemed the owner of the Leasehold Improvements until December 31, 2035. Title and ownership to the Leasehold Improvements shall vest with the City on December 31, 2035.

(B) City's Right to Enter. The City's employees, agents and contractors shall have the right to enter upon the Leased Premises, at any reasonable time and from time to time, for the purpose of examining the condition of the Leased Premises, determining Lessee's compliance with the provisions of this Lease, accessing any public utility installations as shown on drawings at the office of the Airport Manager, and for any other proper purpose. The City shall use reasonable efforts to avoid disrupting Lessee's business operations and shall promptly repair any damage to the Leased Premises caused by the City's entry. The City shall notify Lessee prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

(C) Additional Title Matters. The City is leasing the Leased Premises to Lessee subject to and together with (as the case may be) any and all easements, covenants, restrictions, and other matters of record affecting the Leased Premises, and subject to the rights of any utility companies (e.g., Metropolitan Sewer District, Greater Cincinnati Water Works, Altafiber, and Duke Energy) to enter upon the Leased Premises to maintain and repair any existing utility lines and facilities. During the Term, Lessee shall not take any actions that would violate any such easements, covenants, restrictions, or rights. Lessee shall not grant any additional easements or otherwise further encumber the City's title to the Leased Premises without the City's prior written consent. However, Lessee shall have the right to grant Permitted Leasehold Mortgages (defined below) and otherwise encumber Lessee's leasehold interest in the Leased Premises, including granting easements to third parties that automatically terminate upon the expiration or termination of this Lease, without the City's consent, provided such encumbrances do not encumber the City's fee title or reversionary interest. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not materially interfere with Lessee's use of its improvements for the Permitted Use or otherwise materially impair the rights granted to Lessee under this Lease. The City makes no representations, warranties, or covenants to Lessee concerning the City's title to the Leased Premises, it being the understanding and agreement of the parties that Lessee may, at its expense, obtain title insurance to insure against any title defects.

(D) Termination of Existing Lease. The Existing Lease shall automatically terminate on the Effective Date set forth on the Signature Pages below, provided, however, that any and all obligations of Lessee under the Existing Lease that have accrued but have not been fully performed as of such date (for example, Lessee's obligation to pay rent through the termination date) shall survive such termination until fully performed.

2. Term; Renewal Periods.

(A) Initial Term (5 *years*). The initial term of this Lease (the "**Initial Term**") shall commence on the Effective Date, and, unless extended or sooner terminated as herein provided, shall expire on **2030**. As used herein, a "**Lease Year**" shall mean each successive 12-month period beginning on the Effective Date.

(B) Renewals Periods (3-*years each, up to* 30 *years*). Provided that (i) on the commencement date of each renewal period, Lessee is not in default under this Lease beyond any applicable notice and cure period provided for herein, (ii) the Lease has not been terminated as herein provided, and (iii) Lessee shall not have notified the City in writing that Lessee does NOT wish to extend the Term (a "**Notice of Non-Renewal**"), the Initial Term of this Lease shall automatically be extended for ten renewal periods of 3 years each (each a "**Renewal Period**") (for a total Term, including the initial Term, of 35 Lease Years). Each renewal shall be on the same terms and conditions as set forth herein. As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Renewal Periods.

(C) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time by giving Lessee no less than 90 days' prior written notice, if the City determines that all or a portion of the Leased Premises are needed for an airport purpose as required by the FAA. Should the City terminate this Lease under this section, the City will reimburse Lessee for all unamortized Leasehold Improvements.

3. Rent.

(A) Rent Commencement Date. Beginning on the Effective Date, Lessee shall pay annual base rent in equal monthly installments, in advance, on the first business day of each month, in the amounts calculated in this section. The monthly installment of rent for any partial calendar month at the beginning or end of the Term shall be prorated on a per diem basis. Notwithstanding the rent adjustments provided for herein, in no event shall the annual base rent decrease.

(i) Initial Term (Lease Years 1-5). From the Effective Date until the expiration of the Initial Term, annual base rent shall be equal to the following amount:

$300,625.00/year ($25,052.00/month)

(ii) Failure to Commence the Work. If Lessee fails to make a good faith effort to complete the Work by the end of the Initial Term or fails to commence the repairs to the access road from Airport Road to the Leased Premises used by the fuel trucks within twelve months from the Effective Date, then the annual base rent shall increase to ***$391,289.41/year ($32,607.44/month).*** This new annual base rent will be used to calculate the CPI adjustment for any Renewal Periods.

(iii) Renewal Period (*CPI adjustment every 3 years*). Effective as of the first day of Lease Years 6, 9, 12, 15, 18, 21, 24, 27, 30, and 33 (i.e., approximately every 3 years), the annual base rent shall increase to an amount that is equal to the product of multiplying the annual base rent payable during the 3-year term then just ended by a fraction, the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI most recently published 60 days prior to the commencement of the 3-year term then just ended. "**CPI**" means the Consumer Price Index, All Urban Consumers, U. S. City Average (1982-1984=100) published from time to time by the United States Bureau of Labor Statistics. Lessee shall make all CPI rent adjustment computations under this section 3(A) and shall send written notice of each CPI-based rent adjustment, together with Lessee's computations ("**Lessee's Rent Adjustment Notice**"), to DOTE (to the two addresses set forth in section 12 below) and to the City's Real Estate Services Division (801 Plum Street, Room 122, Cincinnati, OH 45202) no less than 30 days prior to each rent adjustment date.

(iv) Lease Years 15, and 24(*fair market value adjustment every 10 years*).

For Lease Years 15 and 24 (i.e., approximately every 10 years after the Initial Term) Lessee may submit an appraisal to the City when it submits Lessee's Rent Adjustment Notice. If Lessee submits an appraisal and the Lessee's Rent Adjustment Notice then Lessee shall send both at least 60 days prior to each rent adjustment date, to support any claims for adjustment to the fair market value of the Leased Premises. Lessee's appraisal shall follow the FAA Compliance Guidance for appraisals of airport land. Upon the City's receipt of the Lessee's Rent Adjustment Notice, the City shall determine whether the prior

CPI-based adjustments in annual base rent have kept pace with increases in the fair market value of the Leased Premises including Leasehold Improvements and the Work. If the City determines in its sole but good faith discretion that the CPI-based adjustments in the annual base rent for Lease Years 15 and 24 does not reflect the then fair market rental value of the Leased Premises including the Work, the City may conduct its own appraisal and notify Lessee thereof in writing at any time during Lease Years 15 and 24 of the increase in the annual base rent (the "**City's Rent Adjustment Notice**"), which notice shall be accompanied by a copy of the City's appraisal. Lessee may object to the increase to the annual base rent by submitting its objection in writing to the City within 5-days of the City's Rent Adjustment Notice and the parties will meet and discuss within 5-days of the objection. The City shall send Lessee a final Rent Adjustment Notice after the meeting. However, if Lessee does not submit an appraisal, or the City only uses CPI to increase the annual base rent, then Lessee may not object to the increase in the annual base rent. The adjusted rental amount shall become effective 60 days after Lessee's receipt of the City's Rent Adjustment Notice, or on the first day of the following month if the 60-day period does not end on the first day of a month so as to avoid a monthly proration of rent. If Lessee does not accept the amount of the adjusted rent, Lessee shall have the right to terminate this Lease by giving the City written notice thereof within 90 days after receiving the City's Rent Adjustment Notice. Lessee's termination notice shall specify a date of termination that is no sooner than 30 days and no later than 360 days following the date on which the City receives Lessee's termination notice. If the Lessee elects to terminate the Lease, the adjusted rental amount will be an amount equal to the product of multiplying the then annual base rent by a fraction, with the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI amount which occurred 12-months prior to the date of when the numerator was set. Notwithstanding the foregoing, in no event shall the annual base rent decrease.

(B) Fuel Fees; Fuel Statements (§402-23, Cincinnati Municipal Code). Throughout the Term, Lessee shall (i) provide the City, on or before the 10th day of each month, with complete and accurate monthly statements of all aviation gasoline and jet fuel received, sold and used at the Leased Premises (the "**Monthly Fuel Statements**"), and (ii) pay the City a fee based upon the number of gallons of aviation gasoline or jet fuel sold or used at the Leased Premises (currently, twelve cents ($0.12) per gallon, but subject to change) ("**Fuel Fees**"), all as required under Section 402-23 (*Operating and Fuel Fees*) of the Cincinnati Municipal Code ("**CMC**"), as the same may be modified from time to time. Lessee acknowledges that the City administration has no control over the Fuel Fees established by Cincinnati City Council or when the new rates go into effect.

(C) Operating Fees; Gross Revenue Statements (§402-23, Cincinnati Municipal Code). Throughout the Term, Lessee shall (i) provide the City, on a semi-annual basis, with complete and accurate sworn statements of gross revenue received from Lessee's operations (the "**Semi-Annual Gross Revenue Statements**"), and (ii) pay the City a percentage of gross revenue (currently, one percent (**1.0%**), but subject to change) ("**Operating Fees**"), all as required under Section 402-23, CMC, as the same may be modified from time to time. Lessee acknowledges that the City administration has no control over the Operating Fees established by Cincinnati City Council or when the new rates go into effect. (The parties acknowledge that, under Section 402-23, as currently written, Lessee is not required to pay the 1% fee on revenue derived from the carrying of United States mail, passengers or cargo on scheduled air routes, the sale of airplanes, the sale of gasoline, or revenue received for storage of aircraft in City-owned hangars; and that, where an operator provides more than one type of service licensed under Section 402-22, CMC, the minimum operating fee is $500/year.) Lessee acknowledges that the City administration has no control over the Operating Fees established by Cincinnati City Council or when the new rates go into effect.

(D) Landing Fees. Pursuant to CMC Section 402-24(a), the City may authorize Lessee to collect any and all landing fees at the Airport imposed by ordinance or any other applicable Airport rule or regulation ("**Landing Fees**"), and Lessee hereby agrees to collect any and all such Landing Fees at the Airport. Lessee shall be entitled to retain 30 percent of the gross total Landing Fees. Lessee shall maintain complete and accurate records of any and all Landing Fees due and payable and all Lessee's expenses during each calendar month, including all pertinent takeoff and landing logs, financial

statements, and records. Lessee shall furnish to the City a statement detailing total gross Landing Fees due and payable to the City, total gross Landing Fees collected, certified by Lessee's Chief Financial Officer or their designee within 10 calendar days of the end of each calendar month during the Term of this Lease. Lessee's monthly statement shall be accompanied by Lessee's payment of the collected Landing Fees owed to the City. The acceptance by the City of any partial payments from Lessee shall not constitute a waiver of any rights or entitlements to the full amount of any Landing Fees owed to the City. The City shall have the right to terminate, at any time, the authority granted to Lessee to collect Landing Fees under this paragraph in its sole discretion.

(E) City's Right to Inspect Books and Records. The City shall have the right to inspect and audit Lessee's books and records from time to time, upon reasonable advance written notice, to verify the accuracy of the Monthly Fuel Statements and Semi-Annual Gross Revenue Statements, Landing Fees, and to comply with requirements of the Lease. If any such inspection or audit reveals an inaccuracy that resulted in an underpayment of the Fuel Fees or Operating Fees, Lessee shall pay the additional amount owed and shall reimburse the City for all costs associated with such inspection or audit, payable within 30 days after the City's written demand.

(F) Place of Payment. As used herein, "rent" shall mean base rent and all other amounts payable by Lessee to the City under this Lease. Rent shall be payable to "Treasurer – City of Cincinnati" and mailed or delivered to: City of Cincinnati, 465 Wilmer Avenue, Cincinnati, OH 45226, Attn: Lunken Airport Manager, or to such other address as the City may from time to time specify.

(G) Late Payments. If any payment of base rent is not paid when due, a late charge of 5% of the amount past due shall automatically become due and payable. If base rent is outstanding for longer than 30 days, such past due amount shall bear interest at the rate of 10% per annum until paid. Late payments of Fuel Fees, Landing Fees, and Operating Fees shall be subject to a 10% late fee under Section 402-23, CMC.

4. Permitted Uses; Hours of Operation.

(A) Permitted Uses. Provided Lessee has obtained all valid permits from the City and any and all other required permits, Lessee shall use the Leased Premises for the activities described on Exhibit C (*Permitted Uses*) hereto (the "**Permitted Uses**") and for no other activities whatsoever without the City's prior written consent. Lessee's right to use the Leased Premises for the Permitted Uses is non-exclusive, and nothing herein shall limit or prevent the City from granting the same or similar non-exclusive rights to other persons or entities utilizing space at the Airport. Lessee shall not deviate from the Permitted Uses without the City's prior written approval (and if required, as determined by the City, without the prior written approval of the FAA).

(B) Fixed Base Operator (FBO) Minimum Standards. Lessee shall conform to and comply with minimum FBO standards (as the same may be modified from time to time) for the parking, storage, servicing, repair and maintenance of aircraft, air taxi service, flight training, aircraft rental, for administration and operations offices, shops, and lounges in connection with those proposed, and for the sale of aviation gasoline and jet aviation fuel.

(C) Required Hours of FBO Operation. Beginning on the Effective Date and thereafter throughout the remainder of the Term, Lessee shall operate its business at the Leased Premises on a 24/day, 7 day/week basis (except that temporary closures in the event of an emergency or damage by casualty shall not be deemed a default under this Lease).

5. Utilities; Real Estate Taxes; Other Expenses.

(A) Triple Net. This is a "triple net" lease for the City, and during the Term of this Lease, Lessee shall pay (i) any and all utility charges associated with the Leased Premises, (ii) all real estate taxes and

assessments levied against the Leased Premises (including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears), and (iii) any and all other expenses associated with the Leased Premises, including without limitation any and all other fees required to be paid under Chapter 402 (*Airport*) of the CMC. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease*. Lessee shall have the right to contest the amount or validity of real estate taxes and assessments on the Leased Premises by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City's election. Lessee shall pay all costs and expenses arising from such legal proceedings. If the Leased Premises are not separately taxed from the Airport for real estate tax purposes, the City shall calculate Lessee's share of each tax bill, based upon the Auditor's respective values of the Leased Premises, and Lessee shall pay its allocated share of the bill within 30 days after receiving written notice from the City of the amount due.

(B) Final Semi-Annual Real Estate Tax Bills. No later than three (3) months prior to the end of the Term, Lessee shall estimate the amount of the two final semi-annual real estate tax bills owed by Lessee and shall pay such amount to the City; and the City shall use such funds to pay the final two tax bills once the bills have been issued by the Hamilton County Treasurer. Within 30 days after the Treasurer issues the tax bills: (i) if the estimated amount paid by Lessee is *less than* the actual amount owed, Lessee shall pay the additional amount owed to the City; and (ii) if the estimated amount paid by Lessee is *greater than* the actual amount owed, the City shall refund the overpayment to Lessee.

6. Permitted Leasehold Mortgages.

(A) Lessee's Right to Grant Leasehold Mortgage.

(i) Right to Grant Leasehold Mortgage. Lessee shall not grant any additional leasehold mortgages without the express written consent of the City, which may be withheld at the City's sole discretion. The City acknowledges that Lessee shall have the right to continue any leasehold mortgage obtained in the Initial Term (a "**Permitted Leasehold Mortgage**", and the "**Permitted Leasehold Mortgagee**", as applicable), and [b] if Lessee defaults under the Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee shall be permitted, by written notice to the City, to assume Lessee's leasehold interests under this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and on the terms and conditions set forth therein.

(ii) Delivery of Default Notices to Permitted Leasehold Mortgagee. Provided Lessee or the Permitted Leasehold Mortgagee shall have given the City a recorded copy of the Permitted Leasehold Mortgage and notified the City in writing of the Permitted Leasehold Mortgagee's mailing address for purposes of notices under this Lease, then, if, while the Permitted Leasehold Mortgage remains in effect, the City gives a written notice of default to Lessee under this Lease, which default, if uncured, would entitle the City to terminate this Lease under section 11 hereof (a "**Default Notice**"), the City shall send a copy of the Default Notice to the Permitted Leasehold Mortgagee. Notwithstanding the City's termination rights under section 11 hereof, the City agrees that it shall not exercise its right to terminate this Lease upon Lessee's default until the City has given the Permitted Leasehold Mortgagee at least sixty (60) days (following the City's delivery of the Default Notice to the Permitted Leasehold Mortgagee) to cure such default. The foregoing shall not be construed as requiring the Permitted Leasehold Mortgagee to cure Lessee's default. If neither Lessee nor the Permitted Leasehold Mortgagee cures Lessee's default within the applicable time periods specified in this paragraph (B)(ii) and section 11, the City shall be free to exercise its right to terminate this Lease and thereby extinguish the Permitted Leasehold Mortgage.

7. Maintenance; Other Operating Requirements.

(A) Project. As the Leasehold Improvements are owned by the City, Lessee shall complete any approved Work in accordance with Exhibits D, E, and F hereto and plans and specifications must be submitted, reviewed, and approved in writing by DOTE, including without limitation the design, location of proposed additions, and all other material aspects thereof (as approved by DOTE, the "**Final Plans**"). Licensed architects or engineers shall prepare all plans and specifications for any Work. Lessee shall

bear all costs associated with any project. Once approved by DOTE, Lessee shall not make any modifications to the Final Plans without the prior written approval of DOTE. Upon commencement of on-site work, Lessee shall thereafter diligently pursue the same to completion. Upon completion of construction, Lessee shall provide DOTE with a copy of the "as built" plans.

(B) Maintenance and Repairs/ 3-Year Facility Audit. Lessee shall maintain the Leased Premises in good, clean, and safe condition and repair, shall not permit any waste or nuisance on the Leased Premises, shall not permit any debris or rubbish to accumulate in open space, and shall keep the Leased Premises free from unreasonable accumulations of snow and ice and other obstructions. Without limitation of the foregoing, Lessee shall replace all light bulbs and filters, provide water sprinkler system inspection and repair, provide trash removal, window washing, grass cutting, and proper maintenance of landscaped areas, and maintain and keep in good condition and repair the exterior and interior structural portions and roof of any and all buildings, structures, hangars, fences, fixtures, pavement, HVAC, electrical, plumbing and mechanical fixtures, fuel farm, and any and all other improvements located on the Leased Premises, reasonable wear and tear excepted, and in compliance with all applicable building and fire codes, airport regulations and other laws (collectively, "**Applicable Laws**"). At the beginning of every Renewal Period, Lessee shall provide the Airport Manager with a comprehensible leasehold facility audit report which will include a list of preventative maintenance actions completed during the prior period and any ongoing facility maintenance needs.

(C) Protection from Aircraft Engine Blasts. Lessee shall provide an approved means of protection for persons and property from jet aircraft engine blasts or exhaust emissions at any time jet aircraft is operated on the Leased Premises.

(D) Parking. Lessee shall provide within the limits of the Leased Premises, at its own cost, a parking area for motor vehicles sufficient for vehicle parking needs of Lessee, its agents, employees, and customers.

(E) Fuel Facilities. Lessee shall have sole responsibility for the operation, maintenance, repair and replacement of the fuel storage and distribution facilities located on the Leased Premises. Lessee shall be responsible for all required inspections and State of Ohio annual registration and fees.

(F) Taxiway, Ramp, and Access Road. Lessee acknowledges that the FAA requires an obstacle-free area on the taxiway of 131 feet and that modification to the terrain surrounding the existing taxiway opening to the Leased Premises may be required. Lessee shall bear all costs of such modification. Lessee acknowledges that there are currently no toll taxiways at the Airport. Lessee shall keep all ramps and aircraft parking spaces within the Lease Premises in good condition and repair all paved surfaces at the end of the Term. For so long as Lessee uses the through-the-fence access road from Airport Road to the Leased Premises for Lessee's fuel trucks, Lessee shall bear all costs to repair and maintain the access road and public ramp spaces damaged by the fuel trucks as shown in Exhibit D. In the event, Lessee ceases to use the access road for fuel trucks, the City and Lessee shall cooperate and negotiate any ramp or access road repairs or modifications.

(G) Soil and Environmental Conditions. Lessee acknowledges that it is familiar with and has had an opportunity to investigate the soil and environmental conditions at the Leased Premises. The City shall have no responsibility or liability in the event that the existing conditions do not support any proposed future leasehold improvements.

(H) Permits. Lessee shall obtain all required permits and shall pay all required permit fees associated with the Leased Premises.

(I) Changes to Land Grade or Level. Lessee shall not make any changes in the land grade or level of the Leased Premises that might affect the abutting properties without the prior written consent of DOTE.

(J) Compliance with Federal Air Regulations. Lessee shall comply with Federal Air Regulations Part 77 and shall not penetrate any designated runway clear zone.

(K) Flood Plain. Lessee acknowledges that (i) the Leased Premises are located in a flood plain, (ii) FEMA requires that all improvements constructed within a flood plain comply with precise, rigorous construction standards, (iii) City building officials will not issue construction permits if the plans are not in compliance with the FEMA standards specific to flood plains, and (iv) compliance may add significant additional time and costs to the design and construction of any future proposed leasehold improvements.

(L) Alterations and Future Improvements. Lessee shall not alter or remove any improvements except in accordance with section 14 below. Any and all alterations to improvements, and any and all new improvements, shall require the prior written consent of DOTE and shall comply with the minimum aesthetic and architectural standards and requirements adopted by the City (if any) that are applicable to the exterior of all other buildings and structures at the Airport.

(M) Determinations by DOTE. All determinations of the City, including determinations by the DOTE Director, with respect to the construction, alteration, maintenance, repair, restoration or removal of improvements at the Leased Premises shall be based upon confirmation that the improvements (i) are structurally sound, (ii) comply with the safety standards and requirements applicable to all other buildings and structures at the Airport, (iii) are consistent with the quality and appearance of Airport facilities adjacent to Wilmer Avenue, and (iv) comply with any and all other requirements under this Lease.

9. Insurance.

(A) Insurance. Throughout the Term, Lessee shall maintain the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Leased Premises, naming the City and Lessee as their interests may appear;

(ii) property insurance on any and all personal property of Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance of at least Three Million Dollars ($3,000,000) per occurrence, combined single limit, naming the City as an additional insured, or such additional amounts as the City or its insurance or risk advisors may determine from time to time to be customary for similar-sized airport facilities;

(iv) automobile liability insurance in the amount of $1,000,000 per occurrence, naming the City as an additional insured; and

(v) workers compensation insurance as required by law.

(vi) Additionally, Lessee shall maintain insurance in compliance with all yearly permits issued by the City which shall be based on the operations of the Lessee, which insurance policies may include Comprehensive Airport Liability, Hangar Keepers, Pollution/Environmental Liability, Commercial Auto Liability, Fire Legal Liability, Products and Completed Operations Liability, and any Special Events coverages. The Lessee is responsible for understanding and procuring necessary insurance based on its operations.

(B) Policy Requirements. Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. No later than the Effective Date, and annually thereafter, Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Lessee hereunder.

(C) Waiver of Subrogation. Lessee hereby waives all claims and rights of recovery, and on behalf of Lessee's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Lease to be maintained by Lessee, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Lessee or any employee, agent, contractor, subcontractor, representative or any other person acting or purporting to act for or on behalf of Lessee. Lessee shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Lessee, its employees, agents, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Lessee in connection with Lessee's activities at or with respect to the Leased Premises or in connection with any breach by Lessee under this Lease.

10. **Casualty; Eminent Domain.**

(A) Casualty. If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall repair and restore the Leased Premises (or, in the event of a partial taking, the remaining portion thereof), as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. All insurance proceeds shall be deposited with an insurance trustee appointed by both the City and Lessee, and such insurance proceeds shall be disbursed to Lessee for purposes of paying costs associated with restoration, repair, stabilization, or demolition, as necessary to meet the provisions set forth herein. If the insurance proceeds are insufficient to fully repair and restore the Leasehold Improvements, Lessee shall make up for the deficiency. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises are being repaired or restored (it being the agreement of the parties that Lessee shall purchase business interruption insurance, if it so choses, to alleviate such financial burden). Lessee shall oversee all construction in accordance with the applicable requirements set forth herein. Notwithstanding anything herein to the contrary, Lessee shall have the right, but not the obligation to repair and restore the Leased Premises and Leasehold Improvements, *provided, however*, in the event that Lessee elects not to restore or repair the Leasehold Improvements, Lessee shall provide written notice to the City within thirty days after such damage or casualty event to terminate this Lease. If notice of termination is timely provided, this Lease shall terminate on the date specified in the notice. Upon termination of this Lease following a casualty event, the insurance proceeds shall be allocated as follows: (i) first to Lessee to perform any and all work necessary for the Leased Premises to be surrendered to the City in a safe and proper condition (i.e., to cause any and all remaining improvements to comply with all applicable laws, including the City's building code or to otherwise demolish the Leasehold Improvements); and (ii) second to any Permitted Leasehold Mortgagee to satisfy any outstanding principal, interest or any other amounts owed to such Permitted Leasehold Mortgagee. Upon such termination, Lessee shall satisfy and cause to be released any mortgages, liens, or other encumbrances placed upon or permitted to be placed upon the Leased Premises.

(B) Eminent Domain. If any portion of the Leased Premises is taken by exercise of eminent domain (federal, state, or local), Lessee shall repair and restore the Leased Premises (or, in the event of a partial taking, the remaining portion thereof), as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. Notwithstanding the foregoing, if (i) the entire Leased Premises are taken by eminent domain, this Lease

shall automatically terminate on the date on which Lessee is required to surrender possession, and (ii) if a substantial portion of the Leased Premises is taken by eminent domain such that the remainder is not usable for the Permitted Use as determined by Lessee, Lessee shall have the right to terminate this Lease by giving written notice thereof to the City on or before the date on which Lessee is required to surrender possession of such portion. Upon such termination of this Lease, the eminent domain proceeds shall be allocated as follows: (i) in the case of a taking by the state or federal government, to the City, to compensate the City for the value of the land taken (and, in the event of a partial taking, for the cost of clearing and otherwise restoring the remaining portion of the Leased Premises); and (ii) to Lessee, to compensate Lessee for the value of the Leasehold Improvements; provided, however, following title and ownership of the Leasehold Improvements vesting with the City, all such value shall be allocated to the City.

11. Default; Remedies.

(A) Default. Each of the following shall constitute an event of default by Lessee under this Lease:

(i) If Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than ten (10) days after Lessee receives written notice thereof from the City;

(ii) If Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than thirty (30) days after Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed to have occurred if Lessee commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Lessee receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Lessee fails to promptly take corrective action upon discovering such dangerous condition or emergency (and in any event within no later than 24 hours, depending upon the nature of the emergency and the steps needed to address it); and

(iii) The commencement of levy, execution or attachment proceedings against Lessee, any principal (which shall be defined as any individual or entity having an ownership interest in Lessee of more than 25%) or partner of Lessee, or any of the assets of Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Lessee or any principal or partner of Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Lessee or any principal or partner of Lessee; or the commencement of a case by or against Lessee or any principal or partner of Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving Lessee written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the

impact of such default, all at the expense of Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Lessee shall be liable for all costs and damages, including without limitation legal fees, suffered or incurred by the City as a result of a default of Lessee under this Lease or the City's enforcement or termination of this Lease. Lessee shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(C) Default by the City. If the City defaults under this Lease, and such failure continues for longer than sixty (60) days after the City receives written notice thereof from Lessee, Lessee sole remedy is to terminate this Lease by giving written notice thereof to City.

12. Assignment and Subletting. Lessee acknowledges that the City is entering into this transaction because of the City's confidence that Lessee has the financial means and business experience that are necessary to successfully operate Lessee's business in accordance with the provisions of this Lease. Lessee acknowledges that the City shall not be expected to consent to a proposed assignment or sublease by Lessee of its interests under this Lease to any person or entity in whom the City does not have similar confidence. Any attempt by Lessee to assign or otherwise transfer its interests under this Lease to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of Lessee under this Lease. The above consent shall not be required when Lessee is merely renting office, hangar, storage or ramp space to customers in its ordinary course of business. The foregoing notwithstanding, if Lessee transfers its interests under this Lease to an affiliate of Lessee (including without limitation a sublease of a portion of the Leased Premises to Lessee's affiliate), or to the surviving entity in a merger involving Lessee, or to the purchaser of all or substantially all of Lessee's assets or ownership interests, such transfer shall not constitute a prohibited assignment for purposes of this section provided that Lessee provides the City with no less than 30 days prior written notice thereof, accompanied by the relevant supporting documentation. As used in the preceding sentence, an "affiliate" of Lessee means an entity that controls, or is controlled by, or is under common control with, Lessee. For purposes hereof "control" shall mean the power, exercisable jointly or severally, to manage and direct the business and affairs of a party through the ownership of more than fifty percent (50%) of membership or partnership interests, corporate stock and/or voting rights. No assignment or sublease by Lessee of its rights or obligations under this Lease to an affiliate or any other third party shall relieve Lessee from any liability to the City under this Lease.

If Lessee assigns its rights and interests under this Lease to a third-party in which Lessee no longer occupies, uses, or manages the assigned part of the Leased Premises then all compensation received by Lessee in connection, relating to, or otherwise allocable to the assignment of this Lease in respect of the interval in question that exceeds the base rent ("**Excess Compensation**") for the same interval shall be payable as follows:

(i) first, to Lessee until Lessee has received an amount equal to all actual, third-party, out-of-pocket costs incurred by Lessee in connection with such transfer (including brokerage commissions, attorneys' fees and expenses, Lessee finish-work, and other Lessee inducements); and

(ii) thereafter, 50% to City and 50% to Lessee.

If an event of default occurs, all such Excess Compensation accruing thereafter shall be payable to City. Lessee shall hold all amounts it receives which are payable to City in trust and shall deliver all such amounts to City within ten business days after Lessee's receipt thereof.

13. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, Suite 450
Cincinnati, OH 45202

with a copy to:
Lunken Airport Administration Building
Attn: Airport Manager
465 Wilmer Avenue
Cincinnati, OH 45226

To Lessee:

Signature Aviation
Attn: General Counsel
13485 Veterans Way, Suite 600
Orlando, FL 32827
Legalnotices@signatureaviation.com

With a copy to:
Signature Aviation
Attn: General Manager
358 Wilmer Avenue
Cincinnati, OH 45226

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

14. Surrender; Holdover.

(A) Surrender at end of Lease Term. At least within one year prior to the end of the Term, the City shall notify Lessee of whether the City will require Lessee to surrender, or alternatively to remove, any improvements or portions thereof, in either case at no expense to the City. At the end of the Term, Lessee shall peaceably surrender the Leased Premises free and clear of all leasehold mortgages and other liens (except those, if any, created by the City). If the City requires Lessee to remove all or any portions of the improvements, Lessee shall remove the same and repair any and all damage to the Leased Premises caused thereby within one year after the City notifies Lessee that removal is required (provided however that Lessee shall not be required to complete such removal prior to the last day of the Term). (For example, (i) if the City notifies Lessee 3 months prior to the end of the Term that removal of designed portions of the improvements is required, Lessee shall be given an additional 9 months after the end of the Term within which to complete such removal and repairs.) As provided in paragraph 6(I) above, Lessee shall not be permitted to remove any improvements unless directed to by the City under this paragraph.

(B) Lessee's Right to Remove Items of Personal Property. No later than the last day of the Term, Lessee shall remove all of Lessee's personal property at the Leased Premises (excluding fixtures, which shall not be removed unless otherwise directed by the City under paragraph 13(B) above)) shall repair any and all damage to the Leased Premises caused by the installation or removal thereof and otherwise restore the Leased Premises to a safe, clean, and satisfactory condition.

(C) Holdover. If Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term (except as may be permitted under paragraph 13(B) above), such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term and except that base rent payable during the holdover period shall be equal to two hundred percent of the base rent in effect at the end of the Term), terminable by the City at any

time by giving written notice thereof to Lessee. Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Lessee's failure to surrender possession at the end of the Term.

(D) Documents to be Delivered to City. At the end of the Term, Lessee shall deliver to the City originals or copies of all necessary books and records, operating manuals, contracts with third parties for continued services at the Leased Premises (but only if the City has expressly agreed to accept an assignment of such contracts), warranty information, and any other written materials and documents that are in Lessee's possession or under Lessee's control and that are necessary in order for there to be a seamless transition with respect to the operation and maintenance of the Leased Premises for the Permitted Uses. Notwithstanding the foregoing, Lessee shall not be required to provide City originals or copies of any documents that contain proprietary information.

15. Compliance with Laws.

(A) Compliance with Laws. Lessee shall comply with all federal, state and local laws, ordinances, rules and regulations, including without limitation all applicable building and zoning codes of the City of Cincinnati pertaining to the Airport, all applicable requirements set forth in Chapter 402 (*Airport*) of the CMC, and all requirements under Title 49 of the Code of Federal Regulations, as the same may be enacted or modified from time to time.

(B) Non-Discrimination. In all its activities, the Lessee agrees to comply with pertinent statutes, Executive Orders, FAA's Grant Assurances, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964 which Lessee shall comply with. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued. With reference to 49 CFR Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation", the purpose of which "is to effectuate the provisions of Title VI of the Civil Rights Act of 1964 . . . to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation", Lessee shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing services to the public and shall include therein a provision granting the City the right to take such action as the United States may direct to enforce such covenant. Lessee shall defend, indemnify, and hold harmless the City from any and all claims and demands of third persons, including the United States of America, resulting from Lessee's noncompliance with any of the provisions of this section and shall reimburse the City for any and all losses or expenses incurred by reason of such noncompliance.

16. General Provisions.

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

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties. Notwithstanding the foregoing, this Lease will automatically be amended to comply with Section 16(M) of this Lease.

(C) Governing Law. This Lease 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 Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease 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 Lease.

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

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

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

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease 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 member, officer, agent, or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) FAA Subordination Clause. This Lease shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government, including any and all grant assurances relating to the maintenance, development, or operation of the Airport, the execution of which agreements has been or will be required as a condition precedent to the granting of federal funds for the maintenance, development, or operation of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

17. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Description of Leased Premises*
Exhibit B - *Site Plan*
Exhibit C – *Permitted Use*
Exhibit D – *Description of Work*
Exhibit E – *Construction Requirements*
Exhibit F – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of latter of the signature dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the corporation.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
Greg Long, Interim Director
Department of Transportation and Engineering

_____
Lunken Airport

Approved as to Form:

_____
Assistant City Solicitor

No Certification of Funds Necessary

By: _____
Steve Webb, City Finance Director

Signature Flight Support LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025
STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, the _____ of **Signature Flight Support, LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

EXHIBIT A
to Lease Agreement
LEGAL DESCRIPTION

CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION
and ENGINEERING

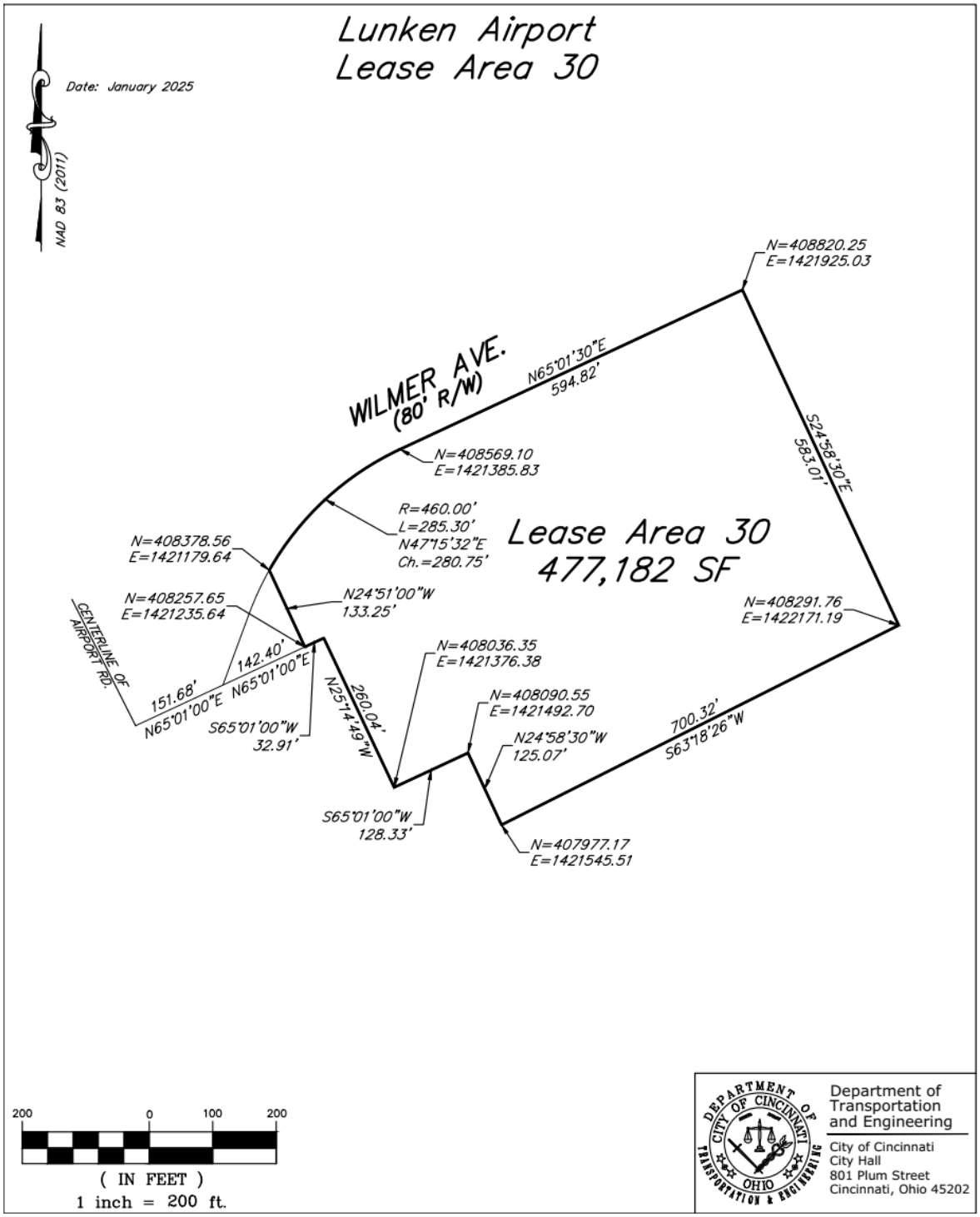
LUNKEN AIRPORT
LEASE AREA 30
January 28, 2025

Situated in Section 24 & 30, Town 5, Fractional Range 1, Spencer Township, Hamilton County, Cincinnati, Ohio and being part of Lots 22, 23, 24 and 25 of Longworth's Subdivision of Turkey Bottom as recorded in Plat Book 3 Page 105 of the Hamilton County Recorder's Office and being more particularly described as follows:

Commencing at the intersection of the centerline of Airport Road (60' R/W), and the westerly prolongation of the southerly line of Lot 22, thence, along the southerly line of Lot 22, North 65°01'00" East, 151.68 feet to a point at the intersection of the southerly line of Lot 22 and the east line of Wilmer Avenue (80' R/W) as relocated; thence continuing North 65°01'00" East, 142.40 feet to the POINT OF BEGINNING with coordinates (408,257.65 N., 1,421,235.64 E.); thence North 24°51'00" West, 133.25 feet to a point; thence on a curve to the right having a radius of 460.00 feet, a distance of 285.30 feet to a point as measured along said curve, chord of said curve bears North 47°15'32" East, 280.75 feet; thence North 65°01'30" East, 594.82 feet to a point; thence South 24°58'30" East, 583.01 feet to a point; thence South 63°18'26" West, 700.32 feet to a point; thence North 24°58'30" West, 125.07 feet to a point; thence South 65°01'00" West,

128.33 feet to a point; thence North 25°14'49" West, 260.04 feet to a point; thence South 65°01'00" West, 32.91 feet to the POINT OF BEGINNING. Containing 477,182 square feet (10.9546 acres) of land, more or less. Bearings are based on Ohio State Plan Coordinate System, South Zone (3402), NAD83 (2011). Subject to all legal highways, easements and restrictors of record.

EXHIBIT B
to Lease Agreement
SITE PLAN



Lunken Airport
Lease Area 30

Date: January 2025

NAD 83 (2011)

200 0 100 200

(IN FEET)

1 inch = 200 ft.

Department of Transportation and Engineering

City of Cincinnati
City Hall
801 Plum Street
Cincinnati, Ohio 45202

4909-0451-0051

Exhibit C
To Lease Agreement
Permitted Uses

(1) The operation of, or leasing space for, aircraft, engine, and accessory maintenance, modification, overhaul, interior refurbishing, and completion business, including, but not limited to satellite or limited service operations.

(2) The servicing, parking, basing, repairing, modifying, overhauling, fueling, self-fueling, storage, and managing of aircraft and other equipment utilized by Lessee in its operations permitted hereunder or owned or operated by Lessee's tenants and customers.

(3) The sale, purchase, rental, leasing, storage, disposal and exchange of aircraft, airframes, aircraft engines, fuel (in accordance with the Cincinnati Municipal Code and annual permit renewal), oil, lubricant and other aircraft parts, equipment, tools, and supplies, and the furnishing and procurement of financing of such transactions.

(4) The reconditioning and sale of aircraft parts, tools, components, accessories and other aviation products.

(5) The ground servicing of scheduled and non-scheduled aircraft, said ground servicing to include, but not limited to, baggage loading and unloading, cleaning and refurbishing the aircraft for flight.

(6) The providing of space to others for use for the parking, tie-down, or hangar storage of aircraft and aircraft tools, equipment and consumable materials; for use for aircraft maintenance and repair shops; and for corporate or other private aircraft operating functions and other aviation related operations including office rental.

(7) The operation of a snack or coffee bar or other food services for Lessee's tenants, employees, or bona fide aviation customers, one or more pilots' lounges; and the furnishing of food and beverage for in-flight consumption on aircraft.

(8) The conduct of ground and flight training courses (including, but not limited to, courses offered "live" or by videotape, video conference, computer, ground training or flight simulator) for pilots and other persons and the giving of instruction in the operation and maintenance of aircraft of all types.

(9) The conduct of a business of furnishing air transportation for hire of passengers and freight by air. Such flight operations shall be subject to the same rules and regulations applicable to all other operations at or from the Lunken Airport.

(10) The installation of signs advertising the business and facilities of Lessee and the products sold by it on the lease area.

(11) The installation, maintenance, and operation of antennas and of such electronic, communications, meteorological, and aerial navigation equipment and facilities as may be necessary or convenient for the operation of Lessee's business, so long as the location, elevation, installations, maintenance, or operation of such antennas, equipment, or facilities does not interfere with operations conducted or equipment operated by the City, the Federal Aviation Administration, or by or for the use of scheduled carriers or

other airport public transportation operators.

(12) The parking of automobiles of Lessee's tenants, employees and legitimate aviation customers (not the general public and not in competition with the Airport's public and employee parking facilities).

(13) The hire, leasing and loaning of automobiles and other ground transportation for Lessee's account or as agent for others to Lessee's tenants, customers and visitors and to the employees, customers, and visitors of other Airport tenants.

Subject to the prior written approval of the City Manager, Lessee is permitted to engage in any other use consistent with the activities enumerated herein and necessary to the servicing, storage, renting, operating, repair, sale, lease, and maintenance of general aviation, corporate, and aircraft and other types of aeronautical vehicles and equipment.

EXHIBIT D
To Lease Agreement

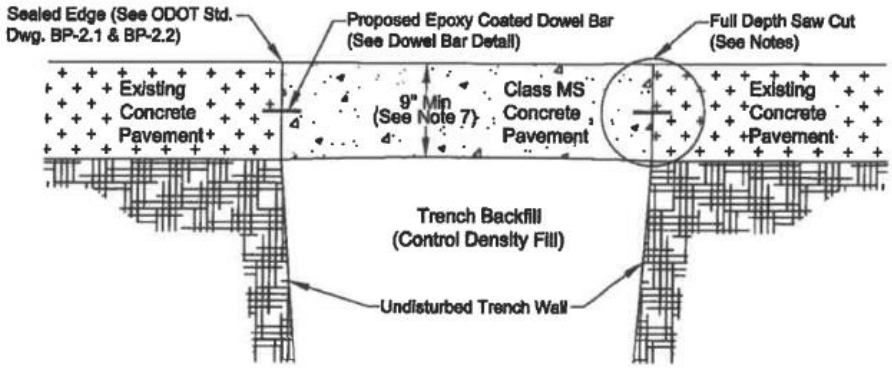
DESCRIPTION OF WORK

Lessee shall refurbish, renovate, and repair the interior and exterior of Hangars 5 and 14 in accordance with prepared plans reviewed and approved by the City. Lessee shall repair, regrade, and resurface the existing ramp and parking surfaces including the thru-the-fence access road leading from Airport Road to Lease Area 30 used by Lessee's fuel trucks, a map of the access road is below. Lessee shall complete the repairs to the access road within twelve months from the Effective Date of the Lease. All pavement design and improvements will anticipate aviation forecasts over the total Term of the Lease. All plans and specification will be approved by the Airport and DOTE, and must comply with the below pavement specifications.

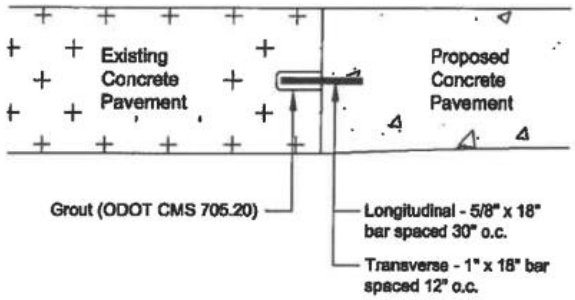
Lessee shall provide the City with schedules, and detailed plans for the Work and otherwise comply with Exhibits E and F for work to City owned assets and buildings.

The Lessee shall repair and maintain the pavement in the area as shown below. The area of responsibility is shown below and shall be a minimum of 15' wide. Repairs shall be in accordance with the DOTE standard drawing shown below, a minimum of 9" of concrete.

STANDARD RESTORATION CONCRETE PAVEMENT



DOWEL BAR DETAIL



NOTES:

1. Saw cut full depth pavement with wet diamond blade saw. Vermeer will not be permitted.
2. Construct dowel bars in accordance with ODOT CMS 255.05. Grout for dowel bars shall meet the requirement of ODOT CMS 705.20 - Non-shrink, Non-metalic Grout.
3. Unless otherwise permitted by the DOTE Inspector, concrete pavement removal and restoration limits shall extend to the nearest existing pavement joint or back of curb.
4. Locations of proposed transverse and longitudinal joints must match existing. See ODOT Standard Drawing BP-2.1 and BP-2.2 for details of reinforcing steel in these joints.
5. Vertical face of existing concrete pavement shall be cleaned by compressed air and wetted prior to placing concrete.
6. Place and finish concrete pavement in accordance with ODOT CMS Item 452.
7. Proposed concrete pavement shall be 9" thick or match the bottom of the existing concrete pavement, whichever provides the greater thickness.

CITY OF CINCINNATI DEPARTMENT OF TRANSPORTATION AND ENGINEERING

STANDARD RESTORATION OF STREET OPENINGS

SCALE: NONE SEPTEMBER 2011

EXHIBIT E
To Lease Agreement

CONSTRUCTION REQUIREMENTS

As used in this exhibit, the word "Project" shall mean the Work.

1. Construction Schedule.

(A) Completion Date. Lessee shall complete the Work within **the Initial Term** (defined in this Lease as the Work Period).

(B) Verification of Actual Commencement and Completion Dates. Lessee shall notify DOTE promptly after commencing the Work, and shall notify DOTE within 10 days following the date on which Lessee completes the Work (a "**Notice of Completion**"). The City shall inspect the Work upon completion and notify Lessee of any observable deficiencies.

2. Design & Construction. Prior to commencing construction, Lessee shall provide DOTE with plans and specifications for the Work for DOTE's review and approval (as approved, the "**Final Plans**"). Once approved by DOTE, Lessee shall not make any changes without DOTE's written approval. Lessee shall obtain all other required approvals pertaining to the Final Plans, and any and all changes thereto, from the City's Building Department. Lessee shall cause the Work to be performed in accordance with the Final Plans. All construction shall be performed in a good and workmanlike manner and in accordance with all legal requirements. All materials and workmanship shall be of good quality, and upon completion of construction, all improvements will be structurally safe and sound, and all parts therefor and all mechanical equipment therein and all utilities serving the improvements will be in good working order and will have been properly installed, tested, and paid for. Upon completion of construction, Lessee shall deliver a copy of all final "as-built" drawings to DOTE.

3. City's Approval of General Contractor and Subcontractors. Lessee's general contractor and subcontractors for the Project shall be subject to the prior written approval of DOTE. Lessee shall not hire any contractor or subcontractor who is listed on the Federal Debarred List or State Debarred List, or any contractor or subcontractor who is identified as being debarred on the City's Vendor's Performance list (as identified on the applicable federal, state and local government websites).

4. Monthly Project Reports. Until such time as the Work has been completed, Lessee shall submit a monthly progress report to DOTE so that the City can be kept up-to-date on all matters pertaining to the Work.

5. Inspections. The City shall have the right to periodically inspect the Work. If the City discovers any defects in the Work or deviation from the Final Plans, Lessee shall promptly correct the same upon receipt of written notice from the City. The City shall use reasonable efforts to verbally notify Lessee prior to each inspection (except that no prior notice shall be needed in the event of inspections by the City's Building Department or Health Department), and shall use reasonable efforts not to disrupt construction.

6. Signs. During construction, the City shall have the right to review and approve all construction-related, financing-related and other signs relating to the Project that are posted at the site.

7. No Liens. Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with the Project. If any such liens attach, Lessee shall cause them to be released within thirty (30) days after receiving notification of the filing thereof.

8. Insurance. Throughout construction of the Project, Lessee shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least Two Million

Dollars ($2,000,000) per occurrence, combined single limit, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Lessee's construction lenders, and (v) such other insurance as may be reasonably required by the City. All insurance maintained pursuant to this Lease shall be written by companies of recognized responsibility and credit reasonably acceptable to the City and authorized to do business in the State of Ohio, and in the form customarily in use or otherwise reasonably acceptable to the City. Lessee shall provide all applicable certificates of insurance to the City prior to the commencement of construction.

9. Environmental Issues. During construction, Lessee shall not accumulate, process, store, treat, or dispose of any Hazardous Materials (as hereinafter defined) at the site, nor shall Lessee allow any other person or entity to do so, except that Lessee may, in accordance with all applicable legal requirements, accumulate, process, store, treat and dispose of such Hazardous Materials as are necessary or incidental in connection with the Project. Under no circumstances shall the City have any liability to Lessee, nor shall the City be expected to take any remedial or other actions, with respect to pre-existing Hazardous Materials or other pre-existing environmental conditions at the site. For purposes of this Lease, "Hazardous Materials" shall mean: (i) any "hazardous substance," "pollutant" or "contaminant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14) and (33) or 40 C.F.R. Part 302 (including asbestos, asbestos containing materials and polychlorinated biphenyls (PCBs)), and (ii) any substance containing "petroleum," as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6991(8), or 40 C.F.R. §280.12.

10. Prevailing Wage. Lessee shall comply with applicable prevailing wages for the Project as determined by state and local law. If available on the Effective Date, a copy of the City's prevailing wage determination is attached as *Addendum I* to this Exhibit. Lessee acknowledges and agrees that it has not and shall not rely upon determinations or representations made by the City, its employees or agents regarding applicability of state and local prevailing wage laws and that Lessee's decisions regarding applicability of and compliance with such laws shall be based upon its own and its counsel's investigations, determinations and opinions. Without limitation of other rights and remedies available to the City under this Lease or under state or local laws, Lessee shall defend, indemnify and hold the City harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against them as a result of or arising from Lessee's failure to comply with applicable prevailing wage laws.

11. Punch-List Work. Promptly after delivering the Notice of Completion to DOTE under Section 1 of this Exhibit, Lessee shall create a punch-list of unfinished work and shall promptly thereafter complete such work (but in any event within 90 days after the date of the Notice of Completion).

12. Correction of Defects During Warranty Period. If any defect should appear that, in the reasonable opinion of the City, is due to defective materials or workmanship, Lessee shall remedy such defect within the applicable warranty period under Lessee's contract with its general contractor.

* * *

EXHIBIT F

To Lease Agreement

ADDITIONAL REQUIREMENTS

As used in this exhibit, the term "Project" shall mean the Work, and the term "Developer" shall mean Lessee.

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, without limitation, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code ("**CMC**") Chapter 321. CMC Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other

information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

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

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

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

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

(F) Small Business Enterprise Program.[1]

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

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

1 Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

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

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

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

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

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

(G) Equal Employment Opportunity.

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

(ii) Requirement. If this Agreement is subject to the provisions of CMC Chapter 325, the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on

violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (*City's Prevailing Wage Determination*) hereto.

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

(J) Prompt Payment. The provisions of CMC Chapter 319, which provides for a "Prompt Payment System", may apply to this Agreement. CMC Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

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

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

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained CMC Chapter 326 (Wage Enforcement) (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. CMC Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

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

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

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

manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to ORC Section 3735.67, et seq., or Job Creation Tax Credits pursuant to ORC Section 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

Addendum I
to Exhibit F
to Lease Agreement

Prevailing Wage Determination

[*To be attached to execution version of Lease Agreement*]

4909-0451-0051, v. 7

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: October 22, 2025

To: Mayor and Members of City Council

202501904

From: Sheryl M. M. Long, City Manager

Subject: EMERGENCY ORDINANCE – LUNKEN AIRPORT LEASE AREA 40 LEASE (SIGNATURE FLIGHT SUPPORT, LLC)

Attached is an emergency ordinance captioned as follows:

> **AUTHORIZING** the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 40 for up to thirty-five years.

Signature Flight Support LLC, one of the two existing Fixed Base Operators (FBOs) at Lunken Airport, has requested new long-term lease agreements for all three of its existing leaseholds so that the agreements will expire concurrently. After extensive discussion, it was agreed that the City will enter into three new lease agreements with an initial term of five years and ten optional three-year renewal periods. Each lease area is slated for improvements, and the new agreements will ensure that this work is completed in a timely manner. The total estimated capital investment by Signature is $18.97 million.

Signature Flight Support will continue to conduct business involving the sale of gasoline, oil, and other lubricants; the operation of full-service aircraft facilities; the provision of aircraft storage; and the maintenance and repair of aircraft engines, instruments, propellers, and accessories.

Lease Area (LA) 40 is known as Signature South and is located at 4700 Airport Road. Signature's current month-to-month renewable lease arrangement will now be replaced with a fixed 35-year lease which will expire in 2060.

Upon execution of the new lease, the annual rent for LA 40 will increase from $61,056 to $208,591 during the initial 5-year term. Thereafter, the rent will be adjusted in accordance with the Consumer Price Index (CPI) at each renewal period. The City's Real Estate Division has reviewed and approved this rent.

The City Planning Commission approved the lease at its meeting on October 3, 2025.

The reason for the emergency is the immediate need to execute the Lease so the new rent amounts can begin as soon as possible to enable the Airport to receive the benefit at the earliest possible time.

The Administration recommends passage of the attached emergency ordinance.

Attachment I – Lunken Airport Lease Agreement Lease Area 40

cc: Greg Long, Interim Director, Transportation and Engineering

E M E R G E N C Y

JRS

- 2025

AUTHORIZING the City Manager to execute a Lease Agreement with Signature Flight Support, LLC., pursuant to which the City will enter into a new lease for the use and occupancy of Lunken Airport Lease Area 40 for up to thirty-five years.

WHEREAS, the City of Cincinnati ("City") owns Lunken Airport ("Airport") in the East End and Linwood neighborhoods, which is under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, the City and Signature Flight Support, LLC., a Delaware limited liability company, as successor in interest, ("Lessee"), are parties to that certain First Amended and Restated Agreement of Lease dated October 25, 1998, and as amended and assigned, by and between the City and Jason III Aviation, Inc., for Lease Area 40, (the "Existing Lease"); and

WHEREAS, the term of the Existing Lease expired, however Lessee continued to holdover and desires to continue occupying Airport Lease Area 40 (the "Leased Premises") to operate its business and desires to renovate and invest in the Leased Premises and thus has requested a new lease with a term of up to thirty-five years, as more particularly set forth in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference ("New Lease"); and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Leased Premises is not needed for a municipal purpose for the duration of the New Lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises or the Airport; and

WHEREAS, the City's Real Estate Services Division, in consultation with the City's Airport Manager after considering airport industry standards and FAA requirements, has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately $208,591 per year, subject to the base rent escalation provisions set forth on Attachment A; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the New Lease at its meeting on October 3, 2025; 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 Lease Agreement with Signature Flight Support, LLC., a Delaware limited liability company, ("Lessee"), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati ("City") will enter into a new lease with Lessee for Lunken Airport ("Airport") Lease Area 40 ("Leased Premises") for up to thirty-five years, as more particularly described on Attachment A.

Section 2. That (i) the Leased Premises is not needed for a municipal purpose for the duration of the lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City's retained interest in the Leased Premises or the Airport.

Section 3. That the rent set forth in the Lease Agreement reflects the fair market rental value of the Leased Premises, as determined by appraisal by the City's Real Estate Services Division in consultation with the City's Airport Manager after considering airport industry standards and FAA requirements.

Section 4. That eliminating competitive bidding in connection with the City's lease of the Leased Premises is in the best interest of the City because Lessee has been a good and responsible tenant at the Airport, Lessee intends to renovate and improve the Leased Premises, and the City desires to retain Lessee as a tenant.

Section 5. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including, without limitation, executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute the Lease Agreement so the new Lease Agreement and rent amounts can begin as soon as possible to enable the Airport to receive the benefit at the earliest possible time.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4930-5757-5020, v. 2

Contract No. _____

Property: Lunken Airport – Lease Areas 40 (Hangars 21, 22, and 23)
4700 Airport Road

LUNKEN AIRPORT LEASE AGREEMENT

This Lease Agreement ("**Lease**") 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 is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **SIGNATURE FLIGHT SUPPORT, LLC,** a Delaware limited liability company, the address of which is 13485 Veterans Way, Suite 600, Orlando, FL 32827 ("**Lessee**").

Recitals:

A. The City owns the property known as Lunken Airport (the "**Airport**"), which is under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

B. Pursuant to an *Amended and Restated Agreement of Lease* dated October 25, 1998, by and between the City and JASON III AVIATION, INC., ("**Jason**") (Lessee's predecessor-in-interest), (the "**Existing Lease**"), Jason leased from the City the portion of the Airport known as Lease Areas 40 and the hangars thereon known as Hangar 21, 22, and 23, as more particularly depicted on Exhibit A (*Legal Description*) and described on Exhibit B (*Survey Map*) hereto, (the "**Leased Premises**").

C. Jason subsequently sold its assets at the Leased Premises and assigned the Existing Lease to an entity which merged into Lessee, its direct or indirect parent entity which Existing Lease expired on November 30 2022, however, Lessee has remained in possession as a holdover tenant on a month-to-month tenancy since that time. Lessee desires to renovate and expand the Leasehold Improvements (as defined herein), as more particularly described on Exhibit C (*Proposed Improvements*) hereto (the "**Work**"). Before incurring significant costs in improving and expanding the Leasehold Improvements, Lessee desires to enter into a new lease pursuant to which the City will lease the Leased Premises to Lessee for an initial term of 5 years with 10 [3]-year renewal options**.** As used in this Lease, the term "**Leasehold Improvements**" shall be inclusive of [x] any and all buildings, facilities, and improvements, including without limitation to ordinary fixtures, located on or within the Leased Premises sold, granted, assigned, or otherwise transferred to Lessee; [y] any and all additions, buildings, facilities, and improvements, including without limitation to ordinary fixtures, constructed, placed, or otherwise installed on or within the Leased Premises pursuant to the terms of the Existing Lease; and [z] any and all future additions, buildings, facilities, and improvements, including without limitation to ordinary and trade fixtures, approved by DOTE and constructed, placed, or otherwise installed by Lessee on or within the Leased Premises during the term of this Lease. The City is agreeable to enter into a new lease on the terms and conditions set forth herein.

F. The rent set forth in this Lease reflects the current fair market rental value of the Leased Premises, as determined by analysis by the City's Real Estate Services Division and the Airport Manager taking into consideration airport industry standards and FAA requirements.

G. Cincinnati Planning Commission, having the authority to approve the change in the use of City owned property, approved the City's lease of the Leased Premises to Lessee at its meeting _____.

H. Execution of this Lease was authorized by Ordinance No._____, passed by Cincinnati City Council on _____.

NOW, THEREFORE, the parties hereby agree as follows:

1. Leased Premises.

(A) Grant. The City hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from the City on the terms and conditions set forth herein. The City makes no representations or warranties to Lessee regarding the physical condition of the Airport or Leased Premises, and Lessee accepts the Leased Premises in "as is" condition. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises and to any and all existing agreements between the City and the federal government pertaining to the Airport. Throughout the Term of this Lease, Lessee shall have the non-exclusive right to use Airport Road for ingress/egress, subject to the City's rules and regulations governing the rights of tenants and others to use Airport Road. The City will be deemed the owner of the Leasehold Improvements as title and ownership to the Leasehold Improvements vested with the City upon expiration of the Existing Lease.

(B) City's Right to Enter. The City's employees, agents and contractors shall have the right to enter upon the Leased Premises, at any reasonable time and from time to time, for the purpose of examining the condition of the Leased Premises, determining Lessee's compliance with the provisions of this Lease, accessing any public utility installations as shown on drawings at the office of the Airport Manager, and for any other proper purpose. The City shall use reasonable efforts to avoid disrupting Lessee's business operations and shall promptly repair any damage to the Leased Premises caused by the City's entry. The City shall notify Lessee prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

(C) Additional Title Matters. The City is leasing the Leased Premises to Lessee subject to and together with (as the case may be) any and all easements, covenants, restrictions, and other matters of record affecting the Leased Premises, and subject to the rights of any utility companies (e.g., Metropolitan Sewer District, Greater Cincinnati Water Works, Altafiber, and Duke Energy) to enter upon the Leased Premises to maintain and repair any existing utility lines and facilities. During the Term, Lessee shall not take any actions that would violate any such easements, covenants, restrictions, or rights. Lessee shall not grant any additional easements or otherwise further encumber the City's title to the Leased Premises without the City's prior written consent. However, Lessee shall have the right to grant Permitted Leasehold Mortgages (defined below) and otherwise encumber Lessee's leasehold interest in the Leased Premises, including granting easements to third parties that automatically terminate upon the expiration or termination of this Lease, without the City's consent, provided such encumbrances do not encumber the City's fee title or reversionary interest. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not materially interfere with Lessee's use of its improvements for the Permitted Use or otherwise materially impair the rights granted to Lessee under this Lease. The City makes no representations, warranties, or covenants to Lessee concerning the City's title to the Leased Premises, it being the understanding and agreement of the parties that Lessee may, at its expense, obtain title insurance to insure against any title defects.

(D) Termination of Existing Lease. The Existing Lease shall automatically terminate on the Effective Date set forth on the Signature Pages below, provided, however, that any and all obligations of Lessee under the Existing Lease that have accrued but have not been fully performed as of such date (for example, Lessee's obligation to pay rent through the termination date) shall survive such termination until fully performed.

2. Term; Renewal Periods.

(A) Initial Term (5 *years*). The initial term of this Lease (the "**Initial Term**") shall commence on the Effective Date, and, unless extended or sooner terminated as herein provided, shall expire on **_____2030**. As used herein, a "**Lease Year**" shall mean each successive 12-month period beginning on the Effective Date.

(B) Renewals Periods (3-*years each, up to* 30 *years*). Provided that (i) on the commencement date of each renewal period, Lessee is not in default under this Lease beyond any applicable notice and cure period provided for herein, (ii) the Lease has not been terminated as herein provided, and (iii) Lessee shall not have notified the City in writing that Lessee does NOT wish to extend the Term (a "**Notice of Non-Renewal**"), the Initial Term of this Lease shall automatically be extended for ten renewal periods of 3 years each (each a "**Renewal Period**") (for a total Term, including the initial Term, of 35 Lease Years). Each renewal shall be on the same terms and conditions as set forth herein. As used herein, the "**Term**" of this Lease means the Initial Term and, if applicable, the Renewal Periods.

(C) Parties' Right to Terminate Early if Lessee Fails to Commence the Work Within 12 Months. Notwithstanding anything in this Lease to the contrary, each party shall have the right to terminate this Lease early, by giving a Termination Notice to the other party no less than 30 days prior to the effective date of termination as specified in the Termination Notice, if Lessee fails to commence the Work within 12 months from the Effective Date (the "**Deadline**"). If the Work is not commenced by the Deadline, which will be evidenced by Lessee applying for a building permit and any and all other permits, utility easements, zoning approvals, and other government and non-governmental approvals as may be required in connection with the Work, then the City may terminate the Lease immediately and Lessee shall vacate the Leased Premises. Lessee may remove its stored materials and trade fixtures. If Lessee fails to finish the Work, the Lessee shall pay to the City the full amount for any unfinished Work so that the City may finish the Work itself materially in compliance with the plans previously approved by the City for the Work. The City will send Lessee a bill for the amount to be paid, and Lessee shall pay the full amount within 48 hours. Lessee waives any rights or claims to challenge, dispute, or otherwise refuse to pay any amount required by the City for the Work. At such time as Lessee commences the Work (and provided neither party has previously delivered a Termination Notice to the other party), the parties' termination rights under this paragraph shall automatically terminate.

(D) Parties' Right to Terminate Early if Lessee Fails to Complete Ramp Improvements Within 18 Months or all Work within the Initial Term. Notwithstanding anything in this Lease to the contrary, each party shall have the right to terminate this Lease early, by giving a Termination Notice to the other party no less than 30 days prior to the effective date of termination as specified in the Termination Notice, if Lessee fails to (i) complete the Work for the ramp space on the Lease Premises within 18 months after the Effective Date, or (ii) fails to complete all Work within the Initial Term. Upon such termination, neither party shall thereafter have any rights or obligations hereunder (except that Lessee shall remove its stored materials and do all things necessary to restore the Leased Premises to the same condition it was in on the Effective Date). At such time as Lessee completes the Work for the ramp space and completes all Work (and provided neither party has previously delivered a Termination Notice to the other party), the parties' termination rights under this paragraph 2(D) shall automatically terminate.

(E) Notwithstanding the foregoing, should Lessee fail to meet the Deadline due to an excusable delay, the City shall adjust the Deadline equitably. An excusable delay shall be any of the following: (1) delays due to floods, tornadoes, lightning strikes which cause damage, earthquakes, or other cataclysmic phenomena of nature; (2) delays due to weather; (3) extraordinary delays in material deliveries Lessee's contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or area-wide material shortages but delays due to Signature's contractor's, subcontractor's, or supplier's insolvency or mismanagement are not excusable; (4) delays due to civil disturbances; (5) delays from fires or epidemics; (6) delays from labor strikes that are beyond Lessee's contractor's, subcontractor's, or supplier's power to settle and are not caused by improper acts or omissions of Lessee or its contractor, subcontractor, or supplier; (7) added quantities that delay an activity on the critical path; (8) delays with securing permits; or (9) all other delays not Lessee's fault or responsibility.

(F) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time by giving Lessee no less than 90 days' prior written notice, if the City determines that all or a portion of the Leased Premises are needed for an airport purpose as required by the FAA. Should the City terminate this Lease under this section, the City will reimburse Lessee for all unamortized Leasehold Improvements.

3. Rent.

(A) Rent Commencement Date. Beginning on the Effective Date, Lessee shall pay annual base rent in equal monthly installments, in advance, on the first business day of each month, in the amounts calculated in this section. The monthly installment of rent for any partial calendar month at the beginning or end of the Term shall be prorated on a per diem basis. Notwithstanding the rent adjustments provided for herein, in no event shall the annual base rent decrease.

(i) Initial Term (Lease Years 1-5). From the Effective Date until the expiration of the Initial Term, annual base rent shall be equal to the following amount:

$208,591.00/year ($17,382.54.00/month)

(ii) Renewal Period (*CPI adjustment every 3 years*). Effective as of the first day of Lease Years 6, 9, 12, 15, 18, 21, 24, 27, 30, and 33 (i.e., approximately every 3 years), the annual base rent shall increase to an amount that is equal to the product of multiplying the annual base rent payable during the 3-year term then just ended by a fraction, the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI most recently published 60 days prior to the commencement of the 5-year term then just ended. "**CPI**" means the Consumer Price Index, All Urban Consumers, U. S. City Average (1982-1984=100) published from time to time by the United States Bureau of Labor Statistics. Lessee shall make all CPI rent adjustment computations under this section 3(A) and shall send written notice of each CPI-based rent adjustment, together with Lessee's computations ("**Lessee's Rent Adjustment Notice**"), to DOTE (to the two addresses set forth in section 12 below) and to the City's Real Estate Services Division (801 Plum Street, Room 122, Cincinnati, OH 45202) no less than 30 days prior to each rent adjustment date.

(iii) Lease Years 15, and 24(*fair market value adjustment every 10 years*).

For Lease Years 15 and 24 (i.e., approximately every 10 years after the Initial Term) Lessee may submit an appraisal to the City when it submits the Lessee's Rent Adjustment Notice. If Lessee submits an appraisal and the Lessee's Rent Adjustment Notice then Lessee shall send both at least 60 days prior to each rent adjustment date, to support any claims for adjustment to the fair market value of the Leased Premises. Lessee's appraisal shall follow the FAA Compliance Guidance for appraisals of airport land. Upon the City's receipt of the Lessee's Rent Adjustment Notice, the City shall determine whether the prior CPI-based adjustments in annual base rent have kept pace with increases in the fair market value of the Leased Premises including Leasehold Improvements and the Work. If the City determines in its sole but good faith discretion that the CPI-based adjustments in the annual base rent for Lease Years 15 and 24 does not reflect the then fair market rental value of the Leased Premises including the Work, the City may conduct its own appraisal and notify Lessee thereof in writing at any time during Lease Years 15 and 24 of the increase in the annual base rent (the "**City's Rent Adjustment Notice**"), which notice shall be accompanied by a copy of the City's appraisal. Lessee may object to the increase to the annual base rent by submitting its objection in writing to the City within 5-days of the City's Rent Adjustment Notice and the parties will meet and discuss within 5-days of the objection. The City shall send Lessee a final Rent Adjustment Notice after the meeting. However, if Lessee does not submit an appraisal, or the City only uses CPI to increase the annual base rent, then Lessee may not object to the increase in the annual base rent. The adjusted rental amount shall become effective 60 days after Lessee's receipt of the City's Rent Adjustment Notice, or on the first day of the following month if the 60-day period does not end on the first day of a month so as to avoid a monthly proration of rent. If Lessee does not accept the amount of the adjusted rent, Lessee shall have the right to terminate this Lease by giving the City written notice thereof within 90 days after receiving the City's Rent Adjustment Notice. Lessee's termination notice shall specify a date of termination that is no sooner than 30 days and no later than 360 days following the date on which the City receives Lessee's termination notice. If the Lessee elects to terminate the Lease, the adjusted rental amount will be an amount equal to the product of multiplying the then annual base rent by a fraction, with the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI amount which occurred 12-months prior to the date of when the numerator was set. Notwithstanding the foregoing, in no event shall the annual base rent decrease.

(B) Fuel Fees; Fuel Statements (§402-23, Cincinnati Municipal Code). Throughout the Term, Lessee shall (i) provide the City, on or before the 10th day of each month, with complete and accurate monthly statements of all aviation gasoline and jet fuel received, sold and used at the Leased Premises (the "**Monthly Fuel Statements**"), and (ii) pay the City a fee based upon the number of gallons of aviation gasoline or jet fuel sold or used at the Leased Premises (currently, twelve cents ($0.12) per gallon, but subject to change) ("**Fuel Fees**"), all as required under Section 402-23 (*Operating and Fuel Fees*) of the Cincinnati Municipal Code ("**CMC**"), as the same may be modified from time to time. Lessee acknowledges that the City administration has no control over the Fuel Fees established by Cincinnati City Council or when the new rates go into effect.

(C) Operating Fees; Gross Revenue Statements (§402-23, Cincinnati Municipal Code). Throughout the Term, Lessee shall (i) provide the City, on a semi-annual basis, with complete and accurate sworn statements of gross revenue received from Lessee's operations (the "**Semi-Annual Gross Revenue Statements**"), and (ii) pay the City a percentage of gross revenue (currently, one percent (**1.0%**), but subject to change) ("**Operating Fees**"), all as required under Section 402-23, CMC, as the same may be modified from time to time. Lessee acknowledges that the City administration has no control over the Operating Fees established by Cincinnati City Council or when the new rates go into effect. (The parties acknowledge that, under Section 402-23, as currently written, Lessee is not required to pay the 1% fee on revenue derived from the carrying of United States mail, passengers or cargo on scheduled air routes, the sale of airplanes, the sale of gasoline, or revenue received for storage of aircraft in City-owned hangars; and that, where an operator provides more than one type of service licensed under Section 402-22, CMC, the minimum operating fee is $500/year.) Lessee acknowledges that the City administration has no control over the Operating Fees established by Cincinnati City Council or when the new rates go into effect.

(D) Landing Fees. Pursuant to CMC Section 402-24(a), the City may authorize Lessee to collect any and all landing fees at the Airport imposed by ordinance or any other applicable Airport rule or regulation ("**Landing Fees**"), and Lessee hereby agrees to collect any and all such Landing Fees at the Airport. Lessee shall be entitled to retain 30 percent of the gross total Landing Fees.. Lessee shall maintain complete and accurate records of any and all Landing Fees due and payable and all Lessee's expenses during each calendar month, including all pertinent takeoff and landing logs, financial statements, and records. Lessee shall furnish to the City a statement detailing total gross Landing Fees due and payable to the City, total gross Landing Fees collected certified by Lessee's Chief Financial Officer or their designee within 10 calendar days of the end of each calendar month during the Term of this Lease. Lessee's monthly statement shall be accompanied by Lessee's payment of the collected Landing Fees owed to the City. The acceptance by the City of any partial payments from Lessee shall not constitute a waiver of any rights or entitlements to the full amount of any Landing Fees owed to the City. The City shall have the right to terminate, at any time, the authority granted to Lessee to collect Landing Fees under this paragraph in its sole discretion.

(E) City's Right to Inspect Books and Records. The City shall have the right to inspect and audit Lessee's books and records from time to time, upon reasonable advance written notice, to verify the accuracy of the Monthly Fuel Statements and Semi-Annual Gross Revenue Statements, Landing Fees, and to comply with requirements of the Lease. If any such inspection or audit reveals an inaccuracy that resulted in an underpayment of the Fuel Fees or Operating Fees, Lessee shall pay the additional amount owed and shall reimburse the City for all costs associated with such inspection or audit, payable within 30 days after the City's written demand.

(F) Place of Payment. As used herein, "rent" shall mean base rent and all other amounts payable by Lessee to the City under this Lease. Rent shall be payable to "Treasurer – City of Cincinnati" and mailed or delivered to: City of Cincinnati, 465 Wilmer Avenue, Cincinnati, OH 45226, Attn: Lunken Airport Manager, or to such other address as the City may from time to time specify.

(G) Late Payments. If any payment of base rent is not paid when due, a late charge of 5% of the amount past due shall automatically become due and payable. If base rent is outstanding for longer than 30

days, such past due amount shall bear interest at the rate of 10% per annum until paid. Late payments of Fuel Fees, Landing Fees, and Operating Fees shall be subject to a 10% late fee under Section 402-23, CMC.

4. Permitted Uses; Hours of Operation.

(A) Permitted Uses. Provided Lessee has obtained all valid permits from the City and any and all other required permits, Lessee shall use the Leased Premises for the activities described on Exhibit C (*Permitted Uses*) hereto (the "**Permitted Uses**") and for no other activities whatsoever without the City's prior written consent. Lessee's right to use the Leased Premises for the Permitted Uses is non-exclusive, and nothing herein shall limit or prevent the City from granting the same or similar non-exclusive rights to other persons or entities utilizing space at the Airport. Lessee shall not deviate from the Permitted Uses without the City's prior written approval (and if required, as determined by the City, without the prior written approval of the FAA).

(B) Fixed Base Operator (FBO) Minimum Standards. Lessee shall conform to and comply with minimum FBO standards (as the same may be modified from time to time) for the parking, storage, servicing, repair and maintenance of aircraft, air taxi service, flight training, aircraft rental, for administration and operations offices, shops, and lounges in connection with those proposed, and for the sale of aviation gasoline and jet aviation fuel.

(C) Required Hours of FBO Operation. Beginning on the Effective Date and thereafter throughout the remainder of the Term, Lessee shall operate its business at the Leased Premises on a 24/day, 7 day/week basis (except that temporary closures in the event of an emergency or damage by casualty shall not be deemed a default under this Lease).

5. Utilities; Real Estate Taxes; Other Expenses.

(A) Triple Net. This is a "triple net" lease for the City, and during the Term of this Lease, Lessee shall pay (i) any and all utility charges associated with the Leased Premises, (ii) all real estate taxes and assessments levied against the Leased Premises (including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears), and (iii) any and all other expenses associated with the Leased Premises, including without limitation any and all other fees required to be paid under Chapter 402 (*Airport*) of the CMC. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease*. Lessee shall have the right to contest the amount or validity of real estate taxes and assessments on the Leased Premises by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City's election. Lessee shall pay all costs and expenses arising from such legal proceedings. If the Leased Premises are not separately taxed from the Airport for real estate tax purposes, the City shall calculate Lessee's share of each tax bill, based upon the Auditor's respective values of the Leased Premises, and Lessee shall pay its allocated share of the bill within 30 days after receiving written notice from the City of the amount due.

(B) Final Semi-Annual Real Estate Tax Bills. No later than three (3) months prior to the end of the Term, Lessee shall estimate the amount of the two final semi-annual real estate tax bills owed by Lessee and shall pay such amount to the City; and the City shall use such funds to pay the final two tax bills once the bills have been issued by the Hamilton County Treasurer. Within 30 days after the Treasurer issues the tax bills: (i) if the estimated amount paid by Lessee is *less than* the actual amount owed, Lessee shall pay the additional amount owed to the City; and (ii) if the estimated amount paid by Lessee is *greater than* the actual amount owed, the City shall refund the overpayment to Lessee.

6. New Leasehold Improvements; Leasehold Mortgages.

(A) Leasehold Improvements. The parties acknowledge and agree that title to the Leasehold Improvements in place on the Effective Date vested in the City by expiration of the Existing Lease. Lessee may construct additional Leasehold Improvements as detailed in the Exhibit D, and any new buildings or hangars will be owed by Lessee, ("New Hangar"). The New Hangar will not be included in any appraisals or rent calculations for the annual base rent. Upon the termination of this Lease, title to the New Hangar shall

automatically vest in the City free and clear of all Permitted Leasehold Mortgages and other liens and encumbrances except [x] those existing before the Effective Date, [y] those arising before the Effective Date as to which the City has consented (excluding, however, Permitted Leasehold Mortgages, as defined below), and [z] those created after the execution of this Lease as to which the City has consented (excluding, however, Permitted Leasehold Mortgages, as defined below). Lessee shall bear all costs associated with the Leasehold Improvements.

(B) Lessee's Right to Grant Leasehold Mortgage.

(i) Right to Grant Leasehold Mortgage. Lessee shall not grant any additional leasehold mortgages without the express written consent of the City, which may be withheld at the City's sole discretion. The City acknowledges that Lessee shall have the right to continue any leasehold mortgage obtained in the Initial Term (a "**Permitted Leasehold Mortgage**", and the "**Permitted Leasehold Mortgagee**", as applicable), and [b] if Lessee defaults under the Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee shall be permitted, by written notice to the City, to assume Lessee's leasehold interests under this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and on the terms and conditions set forth therein.

(ii) Delivery of Default Notices to Permitted Leasehold Mortgagee. Provided Lessee or the Permitted Leasehold Mortgagee shall have given the City a recorded copy of the Permitted Leasehold Mortgage and notified the City in writing of the Permitted Leasehold Mortgagee's mailing address for purposes of notices under this Lease, then, if, while the Permitted Leasehold Mortgage remains in effect, the City gives a written notice of default to Lessee under this Lease, which default, if uncured, would entitle the City to terminate this Lease under section 11 hereof (a "**Default Notice**"), the City shall send a copy of the Default Notice to the Permitted Leasehold Mortgagee. Notwithstanding the City's termination rights under section 11 hereof, the City agrees that it shall not exercise its right to terminate this Lease upon Lessee's default until the City has given the Permitted Leasehold Mortgagee at least sixty (60) days (following the City's delivery of the Default Notice to the Permitted Leasehold Mortgagee) to cure such default. The foregoing shall not be construed as requiring the Permitted Leasehold Mortgagee to cure Lessee's default. If neither Lessee nor the Permitted Leasehold Mortgagee cures Lessee's default within the applicable time periods specified in this paragraph (B)(ii) and section 11, the City shall be free to exercise its right to terminate this Lease and thereby extinguish the Permitted Leasehold Mortgage.

7. Maintenance; Other Operating Requirements.

(A) Project. As the Leasehold Improvements are owned by the City, Lessee shall complete any approved Work in accordance with Exhibits D, E, and F hereto and plans and specifications must be submitted, reviewed, and approved in writing by DOTE, including without limitation the design, location of proposed additions, and all other material aspects thereof (as approved by DOTE, the "**Final Plans**"). Licensed architects or engineers shall prepare all plans and specifications for any Work. Lessee shall bear all costs associated with any project. Once approved by DOTE, Lessee shall not make any modifications to the Final Plans without the prior written approval of DOTE. Upon commencement of on-site work, Lessee shall thereafter diligently pursue the same to completion. Upon completion of construction, Lessee shall provide DOTE with a copy of the "as built" plans.

(B) Maintenance and Repairs/ 3-Year Facility Audit. Lessee shall maintain the Leased Premises in good, clean, and safe condition and repair, shall not permit any waste or nuisance on the Leased Premises, shall not permit any debris or rubbish to accumulate in open space, and shall keep the Leased Premises free from unreasonable accumulations of snow and ice and other obstructions. Without limitation of the foregoing, Lessee shall replace all light bulbs and filters, provide water sprinkler system inspection and repair, provide trash removal, window washing, grass cutting, and proper maintenance of landscaped areas, and maintain and keep in good condition and repair the exterior and interior structural portions and roof of any and all buildings, structures, hangars, fences, fixtures, pavement, HVAC, electrical, plumbing and mechanical fixtures, fuel farm, and any and all other improvements located on the Leased Premises, reasonable wear and tear excepted, and in compliance with all applicable building and fire codes, airport regulations and other laws (collectively, "**Applicable Laws**"). At the beginning of every Renewal Period, Lessee shall provide the Airport

Manager with a comprehensible leasehold facility audit report which will include a list of preventative maintenance actions completed during the prior period and any ongoing facility maintenance needs.

(C) Protection from Aircraft Engine Blasts. Lessee shall provide an approved means of protection for persons and property from jet aircraft engine blasts or exhaust emissions at any time jet aircraft is operated on the Leased Premises.

(D) Parking. Lessee shall provide within the limits of the Leased Premises, at its own cost, a parking area for motor vehicles sufficient for vehicle parking needs of Lessee, its agents, employees, and customers.

(E) Fuel Facilities. Lessee shall have sole responsibility for the operation, maintenance, repair and replacement of the fuel storage and distribution facilities located on the Leased Premises. Lessee shall be responsible for all required inspections and State of Ohio annual registration and fees.

(F) Taxiway, Ramp, and Access Road. Lessee acknowledges that the FAA requires an obstacle-free area on the taxiway of 131 feet and that modification to the terrain surrounding the existing taxiway opening to the Lease Premises may be required. Lessee shall bear all costs of such modification. Lessee acknowledges that there are currently no toll taxiways at the Airport. Lessee shall keep all ramps and aircraft parking spaces within the Lease Premises in good condition and repair all paved surfaces at the end of the Term. For so long as Lessee uses the through-the-fence access road from Airport Road to the Leased Premises for Lessee's fuel trucks, Lessee shall bear all costs to repair and maintain the access road and public ramp spaces damaged by the fuel trucks as shown in Exhibit G. In the event, Lessee ceases to use the access road for fuel trucks, the City and Lessee shall cooperate and negotiate any ramp or access road repairs or modifications.

(G) Soil and Environmental Conditions. Lessee acknowledges that it is familiar with and has had an opportunity to investigate the soil and environmental conditions at the Leased Premises. The City shall have no responsibility or liability in the event that the existing conditions do not support any proposed future leasehold improvements.

(H) Permits. Lessee shall obtain all required permits and shall pay all required permit fees associated with the Leased Premises.

(I) Changes to Land Grade or Level. Lessee shall not make any changes in the land grade or level of the Leased Premises that might affect the abutting properties without the prior written consent of DOTE.

(J) Compliance with Federal Air Regulations. Lessee shall comply with Federal Air Regulations Part 77 and shall not penetrate any designated runway clear zone.

(K) Flood Plain. Lessee acknowledges that (i) the Leased Premises are located in a flood plain, (ii) FEMA requires that all improvements constructed within a flood plain comply with precise, rigorous construction standards, (iii) City building officials will not issue construction permits if the plans are not in compliance with the FEMA standards specific to flood plains, and (iv) compliance may add significant additional time and costs to the design and construction of any future proposed leasehold improvements.

(L) Alterations and Future Improvements. Lessee shall not alter or remove any improvements except in accordance with section 14 below. Any and all alterations to improvements, and any and all new improvements, shall require the prior written consent of DOTE and shall comply with the minimum aesthetic and architectural standards and requirements adopted by the City (if any) that are applicable to the exterior of all other buildings and structures at the Airport.

(M) Determinations by DOTE. All determinations of the City, including determinations by the DOTE Director, with respect to the construction, alteration, maintenance, repair, restoration or removal of improvements at the Leased Premises shall be based upon confirmation that the improvements (i) are structurally sound, (ii) comply with the safety standards and requirements applicable to all other buildings and

structures at the Airport, (iii) are consistent with the quality and appearance of Airport facilities adjacent to Airport Road, and (iv) comply with any and all other requirements under this Lease.

9. Insurance.

(A) Insurance. Throughout the Term, Lessee shall maintain the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Leased Premises, naming the City and Lessee as their interests may appear;

(ii) property insurance on any and all personal property of Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance of at least Three Million Dollars ($3,000,000) per occurrence, combined single limit, naming the City as an additional insured, or such additional amounts as the City or its insurance or risk advisors may determine from time to time to be customary for similar-sized airport facilities;

(iv) automobile liability insurance in the amount of $1,000,000 per occurrence, naming the City as an additional insured; and

(v) workers compensation insurance as required by law.

(vi) Additionally, Lessee shall maintain insurance in compliance with all yearly permits issued by the City which shall be based on the operations of the Lessee, which insurance policies may include Comprehensive Airport Liability, Hangar Keepers, Pollution/Environmental Liability, Commercial Auto Liability, Fire Legal Liability, Products and Completed Operations Liability, and any Special Events coverages. The Lessee is responsible for understanding and procuring necessary insurance based on its operations.

(B) Policy Requirements. Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. No later than the Effective Date, and annually thereafter, Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Lessee hereunder.

(C) Waiver of Subrogation. Lessee hereby waives all claims and rights of recovery, and on behalf of Lessee's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Lease to be maintained by Lessee, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Lessee or any employee, agent, contractor, subcontractor, representative or any other person acting or purporting to act for or on behalf of Lessee. Lessee shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Lessee, its employees, agents, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Lessee in connection with Lessee's activities at or with respect to the Leased Premises or in connection with any breach by Lessee under this Lease.

10. Casualty; Eminent Domain.

(A) Casualty. If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall repair and restore the Leased Premises (or, in the event of a partial taking, the remaining portion thereof), as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. All insurance proceeds shall be deposited with an insurance trustee appointed by both the City and Lessee, and such insurance proceeds shall be disbursed to Lessee for purposes of paying costs associated with restoration, repair, stabilization, or demolition, as necessary to meet the provisions set forth herein. If the insurance proceeds are insufficient to fully repair and restore the Leasehold Improvements, Lessee shall make up for the deficiency. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises are being repaired or restored (it being the agreement of the parties that Lessee shall purchase business interruption insurance, if it so choses, to alleviate such financial burden). Lessee shall oversee all construction in accordance with the applicable requirements set forth herein. Notwithstanding anything herein to the contrary, Lessee shall have the right, but not the obligation to repair and restore the Leased Premises and Leasehold Improvements, *provided, however*, in the event that Lessee elects not to restore or repair the Leasehold Improvements, Lessee shall provide written notice to the City within thirty days after such damage or casualty event to terminate this Lease. If notice of termination is timely provided, this Lease shall terminate on the date specified in the notice. Upon termination of this Lease following a casualty event, the insurance proceeds shall be allocated as follows: (i) first to Lessee to perform any and all work necessary for the Leased Premises to be surrendered to the City in a safe and proper condition (i.e., to cause any and all remaining improvements to comply with all applicable laws, including the City's building code or to otherwise demolish the Leasehold Improvements); and (ii) second to any Permitted Leasehold Mortgagee to satisfy any outstanding principal, interest or any other amounts owed to such Permitted Leasehold Mortgagee. Upon such termination, Lessee shall satisfy and cause to be released any mortgages, liens, or other encumbrances placed upon or permitted to be placed upon the Leased Premises.

(B) Eminent Domain. If any portion of the Leased Premises is taken by exercise of eminent domain (federal, state, or local), Lessee shall repair and restore the Leased Premises (or, in the event of a partial taking, the remaining portion thereof), as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. Notwithstanding the foregoing, if (i) the entire Leased Premises are taken by eminent domain, this Lease shall automatically terminate on the date on which Lessee is required to surrender possession, and (ii) if a substantial portion of the Leased Premises is taken by eminent domain such that the remainder is not usable for the Permitted Use as determined by Lessee, Lessee shall have the right to terminate this Lease by giving written notice thereof to the City on or before the date on which Lessee is required to surrender possession of such portion. Upon such termination of this Lease, the eminent domain proceeds shall be allocated as follows: (i) in the case of a taking by the state or federal government, to the City, to compensate the City for the value of the land taken (and, in the event of a partial taking, for the cost of clearing and otherwise restoring the remaining portion of the Leased Premises); and (ii) to Lessee, to compensate Lessee for the value of the Leasehold Improvements; provided, however, following title and ownership of the Leasehold Improvements vesting with the City, all such value shall be allocated to the City.

11. Default; Remedies.

(A) Default. Each of the following shall constitute an event of default by Lessee under this Lease:

(i) If Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than ten (10) days after Lessee receives written notice thereof from the City;

(ii) If Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than thirty (30) days after Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such thirty (30) day period, an event of default shall not be deemed

to have occurred if Lessee commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Lessee receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Lessee fails to promptly take corrective action upon discovering such dangerous condition or emergency (and in any event within no later than 24 hours, depending upon the nature of the emergency and the steps needed to address it); and

(iii) The commencement of levy, execution or attachment proceedings against Lessee, any principal (which shall be defined as any individual or entity having an ownership interest in Lessee of more than 25%) or partner of Lessee, or any of the assets of Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Lessee or any principal or partner of Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Lessee or any principal or partner of Lessee; or the commencement of a case by or against Lessee or any principal or partner of Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving Lessee written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Lessee shall be liable for all costs and damages, including without limitation legal fees, suffered or incurred by the City as a result of a default of Lessee under this Lease or the City's enforcement or termination of this Lease. Lessee shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(C) Default by the City. If the City defaults under this Lease, and such failure continues for longer than sixty (60) days after the City receives written notice thereof from Lessee, Lessee sole remedy is to terminate this Lease by giving written notice thereof to City.

12. Assignment and Subletting. Lessee acknowledges that the City is entering into this transaction because of the City's confidence that Lessee has the financial means and business experience that are necessary to successfully operate Lessee's business in accordance with the provisions of this Lease. Lessee acknowledges that the City shall not be expected to consent to a proposed assignment or sublease by Lessee of its interests under this Lease to any person or entity in whom the City does not have similar confidence. Any attempt by Lessee to assign or otherwise transfer its interests under this Lease to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of Lessee under this Lease. The above consent shall not be required when Lessee is merely renting office, hangar, storage or ramp space to customers in its ordinary course of business. The foregoing notwithstanding, if Lessee transfers its interests under this Lease to an affiliate of Lessee (including without limitation a sublease of a portion of the Leased Premises to Lessee's affiliate), or to the surviving

entity in a merger involving Lessee, or to the purchaser of all or substantially all of Lessee's assets or ownership interests, such transfer shall not constitute a prohibited assignment for purposes of this section provided that Lessee provides the City with no less than 30 days prior written notice thereof, accompanied by the relevant supporting documentation. As used in the preceding sentence, an "affiliate" of Lessee means an entity that controls, or is controlled by, or is under common control with, Lessee. For purposes hereof "control" shall mean the power, exercisable jointly or severally, to manage and direct the business and affairs of a party through the ownership of more than fifty percent (50%) of membership or partnership interests, corporate stock and/or voting rights. No assignment or sublease by Lessee of its rights or obligations under this Lease to an affiliate or any other third party shall relieve Lessee from any liability to the City under this Lease.

If Lessee assigns its rights and interests under this Lease to a third-party in which Lessee no longer occupies, uses, or manages the assigned part of the Leased Premises then all compensation received by Lessee in connection with, relating to, or otherwise allocable to, the assignment of this Lease in respect of the interval in question that exceeds the base rent ("**Excess Compensation**") for the same interval shall be payable as follows:

(i) first, to Lessee until Lessee has received an amount equal to all actual, third-party, out-of-pocket costs incurred by Lessee in connection with such transfer (including brokerage commissions, attorneys' fees and expenses, Lessee finish-work, and other Lessee inducements); and

(ii) thereafter, 50% to City and 50% to Lessee.

If an event of default occurs, all such Excess Compensation accruing thereafter shall be payable to City. Lessee shall hold all amounts it receives which are payable to City in trust and shall deliver all such amounts to City within ten business days after Lessee's receipt thereof.

13. **Notices**. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:	To Lessee:
City of Cincinnati Dept of Transportation & Engineering 801 Plum Street, Suite 450 Cincinnati, OH 45202	Signature Aviation Attn: General Counsel 13485 Veterans Way, Suite 600 Orlando, FL 32827 Legalnotices@signatureaviation.com
with a copy to: Lunken Airport Administration Building Attn: Airport Manager 465 Wilmer Avenue Cincinnati, OH 45226	*With a copy to:* Signature Aviation Attn: General Manager 358 Wilmer Avenue Cincinnati, OH 45226

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

14. **Surrender; Holdover.**

(A) Surrender at end of Lease Term. At least within one year prior to the end of the Term, the City shall notify Lessee of whether the City will require Lessee to surrender, or alternatively to remove, any

improvements or portions thereof, in either case at no expense to the City. At the end of the Term, Lessee shall peaceably surrender the Leased Premises free and clear of all leasehold mortgages and other liens (except those, if any, created by the City). If the City requires Lessee to remove all or any portions of the improvements, Lessee shall remove the same and repair any and all damage to the Leased Premises caused thereby within one year after the City notifies Lessee that removal is required (provided however that Lessee shall not be required to complete such removal prior to the last day of the Term). (For example, (i) if the City notifies Lessee 3 months prior to the end of the Term that removal of designed portions of the improvements is required, Lessee shall be given an additional 9 months after the end of the Term within which to complete such removal and repairs.) As provided in paragraph 6(I) above, Lessee shall not be permitted to remove any improvements unless directed to by the City under this paragraph.

(B) Lessee's Right to Remove Items of Personal Property. No later than the last day of the Term, Lessee shall remove all of Lessee's personal property at the Leased Premises (excluding ordinary fixtures, which shall not be removed unless otherwise directed by the City under paragraph 13(B) above)) shall repair any and all damage to the Leased Premises caused by the installation or removal thereof and otherwise restore the Leased Premises to a safe, clean, and satisfactory condition.

(C) Holdover. If Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term (except as may be permitted under paragraph 13(B) above), such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term and except that base rent payable during the holdover period shall be equal to two hundred percent of the base rent in effect at the end of the Term), terminable by the City at any time by giving written notice thereof to Lessee. Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Lessee's failure to surrender possession at the end of the Term.

(D) Documents to be Delivered to City. At the end of the Term, Lessee shall deliver to the City originals or copies of all necessary books and records, operating manuals, contracts with third parties for continued services at the Leased Premises (but only if the City has expressly agreed to accept an assignment of such contracts), warranty information, and any other written materials and documents that are in Lessee's possession or under Lessee's control and that are necessary in order for there to be a seamless transition with respect to the operation and maintenance of the Leased Premises for the Permitted Uses. Notwithstanding the foregoing, Lessee shall not be required to provide City originals or copies of any documents that contain proprietary information.

15. Compliance with Laws.

(A) Compliance with Laws. Lessee shall comply with all federal, state and local laws, ordinances, rules and regulations, including without limitation all applicable building and zoning codes of the City of Cincinnati pertaining to the Airport, all applicable requirements set forth in Chapter 402 (*Airport*) of the CMC, and all requirements under Title 49 of the Code of Federal Regulations, as the same may be enacted or modified from time to time.

(B) Non-Discrimination. In all its activities, the Lessee agrees to comply with pertinent statutes, Executive Orders, FAA's Grant Assurances, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964 which Lessee shall comply with. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued. With reference to 49 CFR Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation", the purpose of which "is to effectuate the provisions of Title VI of the Civil Rights Act of 1964 . . . to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or

activity receiving Federal financial assistance from the Department of Transportation", Lessee shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing services to the public and shall include therein a provision granting the City the right to take such action as the United States may direct to enforce such covenant. Lessee shall defend, indemnify, and hold harmless the City from any and all claims and demands of third persons, including the United States of America, resulting from Lessee's noncompliance with any of the provisions of this section and shall reimburse the City for any and all losses or expenses incurred by reason of such noncompliance.

16. General Provisions.

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

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties. Notwithstanding the foregoing, this Lease will automatically be amended to comply with Section 16(M) of this Lease.

(C) Governing Law. This Lease 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 Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease 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 Lease.

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

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

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

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease 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 member, officer, agent, or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) FAA Subordination Clause. This Lease shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government, including any and all grant assurances relating to the maintenance, development, or operation of the Airport, the execution of which agreements has been or will be required as a condition precedent to the granting of federal funds for the maintenance, development, or operation of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

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

Exhibit A - *Description of Leased Premises*
Exhibit B - *Site Plan*
Exhibit C – *Permitted Use*
Exhibit D – *Description of Work*
Exhibit E – *Construction Requirements*
Exhibit F – *Additional Requirements*
Exhibit G- *Fuel Truck Access Road and Public Ramp*

SIGNATURES ON FOLLOWING PAGE

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of latter of the signature dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the corporation.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
Greg Long, Interim Director
Department of Transportation and Engineering

_____
Lunken Airport

Approved as to Form:

_____
Assistant City Solicitor

No Certification of Funds Necessary

By: _____
Steve Webb, City Finance Director

Signature Flight Support LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, the _____ of **Signature Flight Support, LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

EXHIBIT A
to Lease Agreement
LEGAL DESCRIPTION

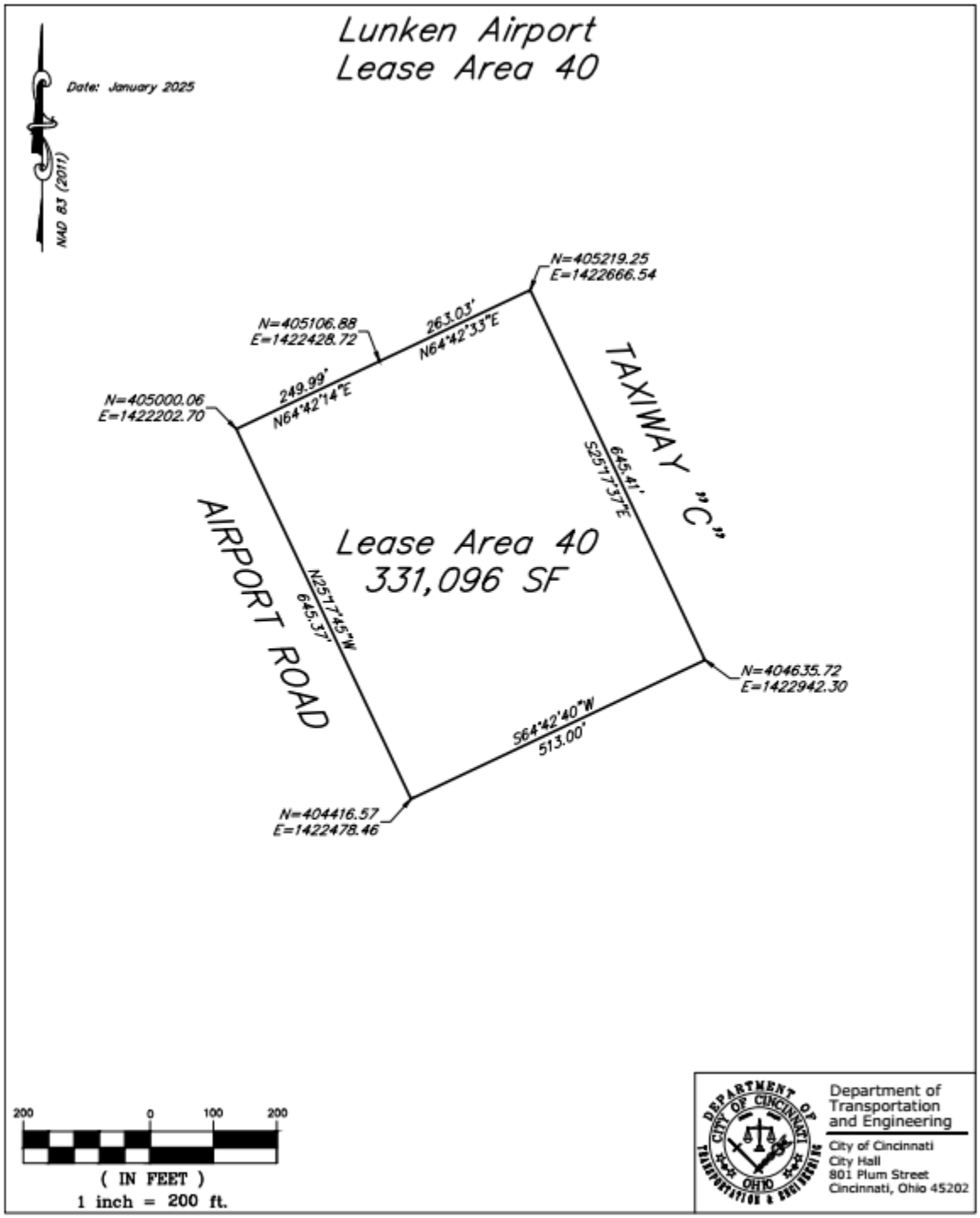
CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION
and ENGINEERING

LUNKEN AIRPORT
LEASE AREA 40
January 28, 2025

Situated in Section 24, Town 5, Fractional Range 1, Spencer Township, Hamilton County, Cincinnati, Ohio and being more particularly described as follows:

Beginning at a point with coordinates (405,219.25 N., 1,422,666.54 E.); thence South 25°17'37" East, 645.41 feet to a point; thence South 64°42'40" West, 513.00 feet to a point; thence North 25°17'45" West, 645.37 feet to a point; thence North 64°42'14" East, 249.99 feet to a point; thence North 64°42'33" East, 263.03 feet to the Point of Beginning. Containing 331,096 square feet (7.6009 acres) of land, more or less. Bearings are based on Ohio State Plan Coordinate System, South Zone (3402), NAD83 (2011). Subject to all legal highways, easements and restrictors of record.

EXHIBIT B
to Lease Agreement
SITE PLAN



Lunken Airport
Lease Area 40

Date: January 2025

NAD 83 (2011)

200 0 100 200

(IN FEET)

1 inch = 200 ft.

Department of Transportation and Engineering

City of Cincinnati
City Hall
801 Plum Street
Cincinnati, Ohio 45202

4933-3353-6611

Exhibit C
To Lease Agreement
Permitted Uses

(1) The operation of, or leasing space for, aircraft, engine, and accessory maintenance, modification, overhaul, interior refurbishing, and completion business, including, but not limited to satellite or limited service operations.

(2) The servicing, parking, basing, repairing, modifying, overhauling, fueling, self-fueling, storage, and managing of aircraft and other equipment utilized by Lessee in its operations permitted hereunder or owned or operated by Lessee's tenants and customers.

(3) The sale, purchase, rental, leasing, storage, disposal and exchange of aircraft, airframes, aircraft engines, fuel (in accordance with the Cincinnati Municipal Code and annual permit renewal), oil, lubricant and other aircraft parts, equipment, tools, and supplies, and the furnishing and procurement of financing of such transactions.

(4) The reconditioning and sale of aircraft parts, tools, components, accessories and other aviation products.

(5) The ground servicing of scheduled and non-scheduled aircraft, said ground servicing to include, but not limited to, baggage loading and unloading, cleaning and refurbishing the aircraft for flight.

(6) The providing of space to others for use for the parking, tie-down, or hangar storage of aircraft and aircraft tools, equipment and consumable materials; for use for aircraft maintenance and repair shops; and for corporate or other private aircraft operating functions and other aviation related operations including office rental.

(7) The operation of a snack or coffee bar or other food services for Lessee's tenants, employees, or bona fide aviation customers, one or more pilots' lounges; and the furnishing of food and beverage for in-flight consumption on aircraft.

(8) The conduct of ground and flight training courses (including, but not limited to, courses offered "live" or by videotape, video conference, computer, ground training or flight simulator) for pilots and other persons and the giving of instruction in the operation and maintenance of aircraft of all types.

(9) The conduct of a business of furnishing air transportation for hire of passengers and freight by air. Such flight operations shall be subject to the same rules and regulations applicable to all other operations at or from the Lunken Airport.

(10) The installation of signs advertising the business and facilities of Lessee and the products sold by it on the lease area.

(11) The installation, maintenance, and operation of antennas and of such electronic, communications, meteorological, and aerial navigation equipment and facilities as may be necessary or convenient for the operation of Lessee's business, so long as the location, elevation, installations, maintenance, or operation of such antennas, equipment, or facilities does not interfere with operations conducted or equipment operated by the City, the Federal Aviation Administration, or by or for the use of scheduled carriers or other airport public transportation operators.

(12) The parking of automobiles of Lessee's tenants, employees and legitimate aviation customers (not the general public and not in competition with the Airport's public and employee parking facilities).

(13) The hire, leasing and loaning of automobiles and other ground transportation for Lessee's account or as agent for others to Lessee's tenants, customers and visitors and to the employees, customers, and visitors of other Airport tenants.

Subject to the prior written approval of the City Manager, Lessee is permitted to engage in any other use consistent with the activities enumerated herein and necessary to the servicing, storage, renting, operating, repair, sale, lease, and maintenance of general aviation, corporate, and aircraft and other types of aeronautical vehicles and equipment.

EXHIBIT D
To Lease Agreement

DESCRIPTION OF WORK

Lessee shall refurbish, renovate, and repair the interior and exterior of Hangars 21, 22, and 23 in accordance with prepared plans reviewed and approved by the City. Lessee shall repair, regrade, and resurface the existing ramp as shown on the map below. All pavement design and improvements will anticipate future aviation forecasts over the total Term of the Lease. All plans and specification will be approved by the Airport and DOTE and must comply with the all required pavement specifications.

Lessee shall construct a new hangar with attached office or shop at the Lease Premises ("New Hangar"), which location shall be approved by the City. The New Hangar will compliment and be architecturally consistent with the existing hangars at the Leased Premises. The New Hangar will include 25,000 square feet of hangar space and 2,500 square feet of office/shop space. The estimated investment for the New Hangar is approximately $4.79 Million.

Lessee shall provide the City with schedules, and detailed plans for the Work and otherwise comply with Exhibits E and F for work to City owned assets and buildings.

EXHIBIT E
To Lease Agreement

CONSTRUCTION REQUIREMENTS

As used in this exhibit, the word "Project" shall mean the Work.

1. Construction Schedule.

(A) Completion Date. Lessee shall complete the Work within **the Initial Term** (defined in this Lease as the Work Period).

(B) Verification of Actual Commencement and Completion Dates. Lessee shall notify DOTE promptly after commencing the Work, and shall notify DOTE within 10 days following the date on which Lessee completes the Work (a "**Notice of Completion**"). The City shall inspect the Work upon completion and notify Lessee of any observable deficiencies.

2. Design & Construction. Prior to commencing construction, Lessee shall provide DOTE with plans and specifications for the Work for DOTE's review and approval (as approved, the "**Final Plans**"). Once approved by DOTE, Lessee shall not make any changes without DOTE's written approval. Lessee shall obtain all other required approvals pertaining to the Final Plans, and any and all changes thereto, from the City's Building Department. Lessee shall cause the Work to be performed in accordance with the Final Plans. All construction shall be performed in a good and workmanlike manner and in accordance with all legal requirements. All materials and workmanship shall be of good quality, and upon completion of construction, all improvements will be structurally safe and sound, and all parts therefor and all mechanical equipment therein and all utilities serving the improvements will be in good working order and will have been properly installed, tested, and paid for. Upon completion of construction, Lessee shall deliver a copy of all final "as-built" drawings to DOTE.

3. City's Approval of General Contractor and Subcontractors. Lessee's general contractor and subcontractors for the Project shall be subject to the prior written approval of DOTE. Lessee shall not hire any contractor or subcontractor who is listed on the Federal Debarred List or State Debarred List, or any contractor or subcontractor who is identified as being debarred on the City's Vendor's Performance list (as identified on the applicable federal, state and local government websites).

4. Monthly Project Reports. Until such time as the Work has been completed, Lessee shall submit a monthly progress report to DOTE so that the City can be kept up-to-date on all matters pertaining to the Work.

5. Inspections. The City shall have the right to periodically inspect the Work. If the City discovers any defects in the Work or deviation from the Final Plans, Lessee shall promptly correct the same upon receipt of written notice from the City. The City shall use reasonable efforts to verbally notify Lessee prior to each inspection (except that no prior notice shall be needed in the event of inspections by the City's Building Department or Health Department), and shall use reasonable efforts not to disrupt construction.

6. Signs. During construction, the City shall have the right to review and approve all construction-related, financing-related and other signs relating to the Project that are posted at the site.

7. No Liens. Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with the Project. If any such liens attach, Lessee shall cause them to be released within thirty (30) days after receiving notification of the filing thereof.

8. Insurance. Throughout construction of the Project, Lessee shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least Two Million Dollars ($2,000,000) per occurrence, combined single limit, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed,

(iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Lessee's construction lenders, and (v) such other insurance as may be reasonably required by the City. All insurance maintained pursuant to this Lease shall be written by companies of recognized responsibility and credit reasonably acceptable to the City and authorized to do business in the State of Ohio, and in the form customarily in use or otherwise reasonably acceptable to the City. Lessee shall provide all applicable certificates of insurance to the City prior to the commencement of construction.

9. Environmental Issues. During construction, Lessee shall not accumulate, process, store, treat, or dispose of any Hazardous Materials (as hereinafter defined) at the site, nor shall Lessee allow any other person or entity to do so, except that Lessee may, in accordance with all applicable legal requirements, accumulate, process, store, treat and dispose of such Hazardous Materials as are necessary or incidental in connection with the Project. Under no circumstances shall the City have any liability to Lessee, nor shall the City be expected to take any remedial or other actions, with respect to pre-existing Hazardous Materials or other pre-existing environmental conditions at the site. For purposes of this Lease, "Hazardous Materials" shall mean: (i) any "hazardous substance," "pollutant" or "contaminant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14) and (33) or 40 C.F.R. Part 302 (including asbestos, asbestos containing materials and polychlorinated biphenyls (PCBs)), and (ii) any substance containing "petroleum," as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6991(8), or 40 C.F.R. §280.12.

10. Prevailing Wage. Lessee shall comply with applicable prevailing wages for the Project as determined by state and local law. If available on the Effective Date, a copy of the City's prevailing wage determination is attached as *Addendum I* to this Exhibit. Lessee acknowledges and agrees that it has not and shall not rely upon determinations or representations made by the City, its employees or agents regarding applicability of state and local prevailing wage laws and that Lessee's decisions regarding applicability of and compliance with such laws shall be based upon its own and its counsel's investigations, determinations and opinions. Without limitation of other rights and remedies available to the City under this Lease or under state or local laws, Lessee shall defend, indemnify and hold the City harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against them as a result of or arising from Lessee's failure to comply with applicable prevailing wage laws.

11. Punch-List Work. Promptly after delivering the Notice of Completion to DOTE under Section 1 of this Exhibit, Lessee shall create a punch-list of unfinished work and shall promptly thereafter complete such work (but in any event within 90 days after the date of the Notice of Completion).

12. Correction of Defects During Warranty Period. If any defect should appear that, in the reasonable opinion of the City, is due to defective materials or workmanship, Lessee shall remedy such defect within the applicable warranty period under Lessee's contract with its general contractor.

* * *

EXHIBIT F

To Lease Agreement

ADDITIONAL REQUIREMENTS

As used in this exhibit, the term "Project" shall mean the Work, and the term "Developer" shall mean Lessee.

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is

performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, without limitation, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code ("**CMC**") Chapter 321. CMC Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be

published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

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

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

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

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

(F) Small Business Enterprise Program.[1]

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

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

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply

1 Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

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

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

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

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

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

(G) Equal Employment Opportunity.

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

(ii) Requirement. If this Agreement is subject to the provisions of CMC Chapter 325, the provisions thereof are hereby incorporated by reference into this Agreement.

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

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal

Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of CMC Chapter 319, which provides for a "Prompt Payment System", may apply to this Agreement. CMC Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

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

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

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained CMC Chapter 326 (Wage Enforcement) (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. CMC Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

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

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

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

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

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of

bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to ORC Section 3735.67, et seq., or Job Creation Tax Credits pursuant to ORC Section 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

Addendum I
to Exhibit F
to Lease Agreement

Prevailing Wage Determination

[*To be attached to execution version of Lease Agreement*]

EXHIBIT G
To Lease Agreement

Fuel Truck Access Road and Public Ramp

The Lessee shall repair and maintain the pavement in the area as shown below. The area of responsibility is shown below and shall be a minimum of 15' wide. Repairs shall be in accordance with the DOTE standard drawing shown below, a minimum of 9" of concrete.

4933-3353-6611

city of CINCINNATI
Interdepartment Correspondence Sheet

October 22, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501906

Subject: **Emergency Ordinance – OES: Funding Agreement with The Port**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to execute a funding agreement with the Port of Greater Cincinnati Development Authority ("the Port") to provide one-time operational support to expand the Ohio Environmental Protection Agency ("OEPA") Voluntary Action Program Urban Setting Designation ("VAP USD") in Cincinnati; **AUTHORIZING** the City Manager to expend up to $116,400 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200 to provide one-time operational support to the Port for the expansion of the OEPA VAP USD in Cincinnati; and **DECLARING** such expenditure to serve a public purpose by promoting brownfield revitalization in Cincinnati.

This Emergency Ordinance authorizes the City Manager to execute a funding agreement with The Port of Greater Cincinnati Development Authority ("the Port") to provide one-time operational support to expand the Ohio Environmental Protection Agency (OEPA) Voluntary Action Program Urban Setting Designation (VAP USD) in Cincinnati. This Emergency Ordinance also authorizes the City Manager to expend up to $116,400 of existing resources from the Office of Environment and Sustainability (OES) General Fund non-personnel operating budget account no. 050x104x7200 to provide one-time operational support to The Port for the expansion of the OEPA VAP USD in Cincinnati. Finally, this Emergency Ordinance declares the expenditure to serve a public purpose by promoting brownfield revitalization in Cincinnati.

On June 18, 2025, the City Council approved Ordinance No. 0222-2025, which authorized the expenditure of $150,000 as a local match for Ohio Department of Development (ODOD) Brownfield Remediation grants for which The Port had applied, but these resources will no longer be used as a grant match but provided directly to The Port to support brownfield revitalization efforts within Cincinnati.

Providing one-time operational support to the Port to support the expansion of the OEPA VAP USD in Cincinnati is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-185 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute a funding agreement to provide one-time operational support to the Port at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

AEP

- 2025

AUTHORIZING the City Manager to execute a funding agreement with the Port of Greater Cincinnati Development Authority ("the Port") to provide one-time operational support to expand the Ohio Environmental Protection Agency ("OEPA") Voluntary Action Program Urban Setting Designation ("VAP USD") in Cincinnati; **AUTHORIZING** the City Manager to expend up to $116,400 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200 to provide one-time operational support to the Port for the expansion of the OEPA VAP USD in Cincinnati; and **DECLARING** such expenditure to serve a public purpose by promoting brownfield revitalization in Cincinnati.

WHEREAS, the Port of Greater Cincinnati Development Authority ("the Port") is a public agency that works cooperatively with state agencies and local governments to promote economic development; and

WHEREAS, the Port intends to work toward the expansion of the Ohio Environmental Protection Agency ("OEPA") Voluntary Action Program Urban Setting Designation ("VAP USD") in Cincinnati, which allows all properties within the designated area to conduct environmental assessments and cleanups more efficiently and cost-effectively, thereby accelerating brownfield revitalization; and

WHEREAS, on June 18, 2025, Council passed Ordinance No. 222-2025, which authorized the expenditure of $150,000 as a local match for Ohio Department of Development Brownfield Remediation grants for which the Port had applied; these resources will no longer be used as a grant match, but will be provided directly to the Port to support brownfield revitalization efforts within Cincinnati; and

WHEREAS, providing one-time operational support to the Port for the expansion of the OEPA VAP USD benefits Cincinnati residents by reducing barriers to brownfield revitalization in Cincinnati and unlocking the potential for economic development in brownfield-dense areas; and

WHEREAS, providing one-time operational support to the Port to support the expansion of the OEPA VAP USD in Cincinnati is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-185 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 execute a funding agreement with the Port of Greater Cincinnati Development Authority ("the Port") to provide one-time operational support

to expand the Ohio Environmental Protection Agency ("OEPA") Voluntary Action Program Urban Setting Designation ("VAP USD") in Cincinnati.

Section 2. That the City Manager is authorized to expend up to $116,400 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200 to provide one-time operational support to the Port for OEPA VAP USD in Cincinnati.

Section 3. That providing one-time operational support to the Port is declared to serve a public purpose by promoting brownfield revitalization in Cincinnati.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute a funding agreement to provide one-time operational support to the Port at the earliest possible time.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4933-4372-7473, v. 3

city of CINCINNATI
Interdepartment Correspondence Sheet

October 22, 2025

To: Mayor and Members of City Council

202501907

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Parks: Ohio Land and Water Conservation Fund Grant for Owl's Nest Park Improvements**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for a grant of up to $500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources to provide resources for improvements at Owl's Nest Park.

Approval of this Emergency Ordinance authorizes the City Manager to apply for a grant of up to $500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources (ODNR) to provide resources for improvements at Owl's Nest Park.

This ODNR grant requires project matching funds of fifty percent, or up to $500,000, which may be provided through existing capital improvement program project account no. 712x203x262037, "Owl's Nest Pavilion and Park Rehabilitation - COT MSI" or future capital budget appropriations, including private donations from the Cincinnati Parks Foundation.

There are no new FTEs/full time equivalents associated with this grant.

The grant application deadline is November 14, 2025, and the City may have already applied for the grant, but no grant funds will be accepted without approval by the City Council.

Improving Owl's Nest Park is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as well as the strategy to "[u]nite our communities" as described on pages 209-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to apply for the ODNR grant prior to the application deadline.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

IMD

- 2025

AUTHORIZING the City Manager to apply for a grant of up to $500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources to provide resources for improvements at Owl's Nest Park.

WHEREAS, the Land and Water Conservation Fund is a federally funded reimbursement grant program awarded by the Ohio Department of Natural Resources ("ODNR") that provides up to fifty percent project funding for the acquisition, development, and rehabilitation of recreational areas; and

WHEREAS, the City intends to apply for an ODNR grant of up to $500,000 to improve Owl's Nest Park in the Evanston and East Walnut Hills neighborhoods; and

WHEREAS, the ODNR grant requires project matching funds of fifty percent, or up to $500,000, which may be provided through existing capital improvement program project account no. 712x203x262037, "Owl's Nest Pavilion and Park Rehabilitation - COT MSI" or future capital budget appropriations, including private donations from the Cincinnati Parks Foundation; and

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

WHEREAS, because the ODNR grant application deadline is November 14, 2025, the City may have already applied for the ODNR grant prior to the effective date of this ordinance, but no funds will be accepted without approval by Council; and

WHEREAS, improving Owl's Nest Park is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as well as the strategy to "[u]nite our communities" as described on pages 209-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to $500,000 from the Land and Water Conservation Fund (ALN 15.916) awarded by the Ohio Department of Natural Resources ("ODNR") to provide resources for improvements at Owl's Nest Park.

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

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

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4907-3152-2418, v. 3

city of CINCINNATI
Interdepartment Correspondence Sheet

October 22, 2025

To: Mayor and Members of City Council

202501908

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – DOTE: Ohio Department of Transportation (ODOT) Airport Improvement Program (AIP) Grant for Lunken Airport**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $73,685 from the Ohio Department of Transportation ("ODOT") Airport Improvement Grant program to aid in the development of the Lunken Airport drainage infrastructure plan; **AUTHORIZING** the Director of Finance to deposit grant funds into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 26DRN1, "Ohio Airport Improvement Grant 2026"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete this project.

Approval of this Emergency Ordinance authorizes the following:

1. the City Manager to apply for, accept, and appropriate a grant of up to $73,685 from the ODOT Airport Improvement Program Grant program to aid in the development of the Lunken Airport drainage infrastructure plan; and
2. the Director of Finance to deposit the grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 26DRN1, "Ohio Airport Improvement Grant 2026".

The Lunken Airport ("Lunken") drainage infrastructure plan is required to identify drainage deficiencies and proposed drainage project solutions to meet the airport master plan goals and Federal Aviation Administration (FAA) regulations. The Lunken drainage infrastructure plan will also include timelines, anticipated capital improvement budget needs, and potential permitting challenges. Planning for future airport growth must accommodate drainage needs while minimizing adverse impacts to adjacent landowners and environments or potentially dangerous conditions at Lunken.

The Airport Improvement Program Grant does not require matching resources or new FTEs/full time equivalents.

Developing a drainage infrastructure plan for Lunken is in accordance with the "Connect" goal to "[d]evelop a regional transportation system that promotes economic

vitality" as described on page 139 of Plan Cincinnati (2012)

The reason for the emergency is the immediate need to apply for and accept the grant resources to meet applicable deadlines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

JWF

- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $73,685 from the Ohio Department of Transportation ("ODOT") Airport Improvement Grant program to aid in the development of the Lunken Airport drainage infrastructure plan; **AUTHORIZING** the Director of Finance to deposit grant funds into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 26DRN1, "Ohio Airport Improvement Grant 2026"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete this project.

WHEREAS, a grant of up to $73,685 is available from the Ohio Department of Transportation ("ODOT") Airport Improvement Grant program to aid airport infrastructure projects; and

WHEREAS, the Lunken Airport ("Lunken") drainage infrastructure plan is required to identify drainage deficiencies and proposed drainage project solutions to meet the airport master plan goals and Federal Aviation Administration (FAA) regulations; and

WHEREAS, the Lunken drainage infrastructure plan will also include timelines, anticipated capital improvement budget needs, and potential permitting challenges; and

WHEREAS, planning for future airport growth must accommodate drainage needs while minimizing adverse impacts to adjacent landowners and environments or potentially dangerous conditions at Lunken; and

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

WHEREAS, developing a drainage infrastructure plan for Lunken is in accordance with the "Connect" goal to "[d]evelop a regional transportation system that promotes economic vitality" as described on page 139 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to $73,685 from the Ohio Department of Transportation ("ODOT") Airport Improvement Grant program to aid in the development of the Lunken Airport drainage infrastructure plan.

Section 2. That the Director of Finance is authorized to deposit grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 26DRN1, "Ohio Airport Improvement Grant 2026".

Section 3. That the City Manager is authorized to do all things necessary to cooperate with the Director of ODOT to complete this project.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to apply for and accept the grant resources to meet applicable deadlines.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4905-2738-4177, v. 2

city of CINCINNATI
Interdepartment Correspondence Sheet

October 22, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager 202501909

Subject: **Emergency Ordinance – Authorizing Second Amendment to Funding and Development Agreement for Central Trust Tower**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to execute a Second Amendment to Funding and Development Agreement with CCA Union Central LLC, pertaining to the redevelopment of the Central Trust Tower located at 1-9 W. Fourth Street in the Downtown neighborhood of Cincinnati.

STATEMENT

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

BACKGROUND/CURRENT CONDITIONS

In 2019, City Council approved a Funding and Development Agreement for the $103 million residential conversion project at 1-9 W. Fourth Street. The property is also known as the former PNC Tower or Central Trust Tower, and it is now referred to as Sky Central Tower.

The rehabilitation of the building began in September 2022 and has since faced significant delays. These delays contributed to ongoing financial challenges, ultimately resulting in a project investor acquiring the asset in 2024. The development remains incomplete, including the unfinished restoration of the upper portion of the historic façade.

The City originally supported the project with (i) a Project TIF and (ii) a $2.5 million forgivable loan, which will be forgiven upon full completion of the development, including the historic façade restoration in accordance with National Park Service standards.

This second amendment of the Funding and Development Agreement (i) extends the project completion deadline; (ii) updates the project scope to increase the number or residential units to 281 and decrease the number of parking spaces to 30; (iii) delays the commencement of VTICA contributions to year 11 of the TIF exemption; and (iv) extends the period during which the developer will receive rebate payments through year 26 of the exemption.

DEVELOPER INFORMATION

The First Amendment to the Funding and Development Agreement assigned the rights and obligations of the agreement to CCA Union Central LLC. In December 2024, the City agreed to the transfer of ownership control from CCA JH #3 LLC to Bosquet Opportunity, LLC.

Bosquet Opportunity, LLC is an original project investor that plans to complete the project, including restoration of the historic façade and delivery of 281 residential units.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

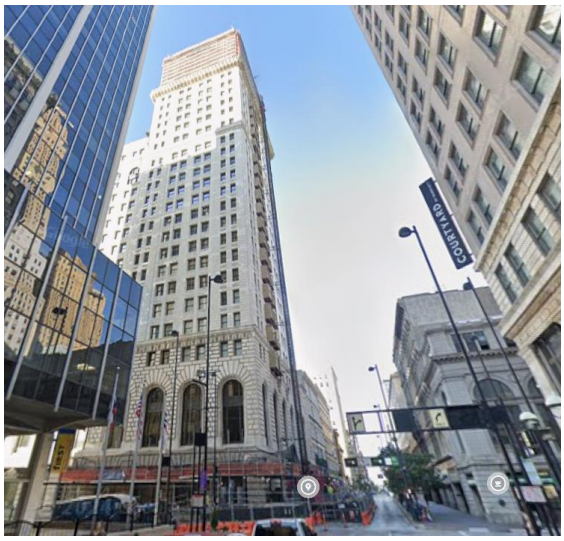
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	PNC Tower; Central Trust Tower; Sky Central
Street Address	1-9 W. Fourth Street
Neighborhood	Downtown
Property Condition	Former Office Building (Residential Conversion)
Project Type	Renovation
Project Cost	Hard Construction Costs: $108,678,144 Acquisition Costs: $12,600,000 Soft Costs: $36,248,141 Total Project Cost: $157,526,285
Investment	Developer Equity: $58,502,574 Construction Loan: $55,160,000 Federal Tax Credit Equity: $17,988,161 Bridge Loan: $14,350,550 State Tax Credit Equity: $3,775,000 OWDA Loan: $2,750,000 ODOD Loan: $2,500,000
Use	Residential: 281 Total Units Office: 30,000 SF Parking: 30 Spaces
Rent Ranges	Studio Rent Range $1,300-$1,949 1-BR Unit Rent Range $1,579-$2,877 2-BR Units Rent Range $2,390-$4,392 3-BR Units Rent Range $4,645-$9,200
Median 1-BD Rent Affordable To	Salary: $89,120 City Job Classification: Internal Audit Manager, City Purchasing Agent, Nurse Practitioner
Jobs and Payroll	Created FTE Positions: 6 Total Payroll for Created FTE Positions: $257,000 Average Salary for Created FTE Positions: $42,833 Construction FTE Positions: 300 Total Payroll for Construction FTE Positions: $25MM
Location and Transit	Located within the West Fourth Historic District Transit Score: 81
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Live Initiative Area Goal 3 (p.164-178)

Project Image and Site Map



Proposed Incentive

Incentive Terms	Original Terms: • Years 1-5: 75% service payments rebated to the developer • Years 6-20: 60% service payments rebated to the developer • Years 21-30: City retains service payments Amended Terms: • Years 1-10: 75% service payments rebated to the developer • Years 11-25: 60% service payments rebated to the developer • Years 26-30: City retains service payments
"But For"	Extension of the rebates will accelerate project completion and increase the likelihood of a successful lease-up of the building. The historic façade features prominently in the city's skyline and has been wrapped in scaffolding for an extended period. The value of the additional rebates will help bridge the façade funding gap, thus ensuring the preservation of one of Cincinnati's vital historic and visual landmarks that is a contributing resource to the West Fourth Street National Register Historic District.
Incentive Application Process	Amended Project TIF Rebate Structure
Other Incentives & Approvals	City provided $2.5 million forgivable loan for the façade improvements.

E M E R G E N C Y

EVK

- 2025

AUTHORIZING the City Manager to execute a Second Amendment to Funding and Development Agreement with CCA Union Central LLC, pertaining to the redevelopment of the Central Trust Tower located at 1-9 W. Fourth Street in the Downtown neighborhood of Cincinnati.

WHEREAS, pursuant to Ordinance No. 288-2019, passed on June 26, 2019, the City of Cincinnati (the "City") entered into a certain Funding and Development Agreement with CCA CBD Cincinnati II LLC ("Previous Developer"), dated July 26, 2019, which the parties then amended by that certain First Amendment to Funding and Development Agreement, dated September 8, 2022 (as amended, the "Agreement"); and

WHEREAS, as more particularly described in the Agreement, the 31-story Central Trust Tower located at 1-9 W. Fourth Street in Cincinnati (the "Project Site") was to be renovated into 250 residential units, approximately 30,000 square feet of commercial space, and approximately fifty new parking spaces, and extensive repairs were to be made to the building's façade (collectively, the "Project"); and

WHEREAS, Previous Developer has since transferred the Project Site and assigned all of its rights and obligations under the Agreement to CCA Union Central LLC ("Developer"); and

WHEREAS, Developer has represented to the City that it has been working in good faith toward completing the Project, but in order to facilitate its completion, Developer now desires to revise the Project scope; and

WHEREAS, pursuant to Ordinance No. 425-2019, passed on November 14, 2019 (the "TIF Ordinance"), Council declared that the Improvement (as defined in R.C. Section 5709.41) to the Project Site constitutes a public purpose and exempted 100 percent of the Improvement from real property taxation for a period of thirty years pursuant to R.C. Section 5709.41 through 5709.43 (the "TIF Exemption"); and

WHEREAS, pursuant to the TIF Ordinance, and in accordance with the Agreement, the City required the owner(s) of the Project Site to make service payments in lieu of real property taxes within the meaning of R.C. Section 5709.42 (collectively, with any minimum service payments imposed from time to time pursuant to Service Agreements entered into in connection with the Agreement, the "Service Payments"); and

WHEREAS, pursuant to the Agreement, the City agreed to apply the Service Payments as follows: (i) to pay the City's and Hamilton County's fees; (ii) to pay the applicable amount to the Board of Education of the City School District of the City of Cincinnati (the "School Board")

under the City's Agreement with the School Board dated July 2, 1999, as amended; (iii) to pay the applicable VTICA Contributions (as defined in the Agreement) in support of streetcar

operations, beginning in year six of the TIF Exemption; and (iv) (a) during years one through twenty of the TIF Exemption, to make rebate payments to Developer in an amount equal to 100 percent of the Service Payments less the amounts in the foregoing clauses (i)-(iii) (such net amount being the "Excess Service Payments," and the amount rebated to Developer being the "Rebate Payments"), and (b) during years 21 through thirty of the TIF Exemption, to be retained by the City and used for urban redevelopment purposes and in accordance with the TIF Ordinance; and

WHEREAS, to facilitate completion of the Project and increase the likelihood of successful lease-up of the Project Site, Developer and the City now desire to enter into an amendment to the Agreement, substantially in the form of the Second Amendment to Funding and Development Agreement attached as Attachment A hereto (the "Second Amendment"), to (i) extending the Project completion deadline; (ii) updating the Project scope to increase the number of residential units being created to 281 and decrease the number of parking spaces to be created to thirty; (iii) delaying when VTICA Contributions will commence to year eleven of the TIF Exemption; and (iv) extending the period for which Developer will receive Rebate Payments through year 26 of the TIF Exemption, all upon the terms and conditions contained therein; and

WHEREAS, the City's Department of Community and Economic Development estimates that the Agreement, as amended by the Second Amendment, will provide an annual net benefit to Developer in the amount of (i) $1,277,381 for years one through eleven of the TIF Exemption, and (ii) $1,021,905 for years eleven through 25 of the TIF Exemption; 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 Second Amendment to Funding and Development Agreement with CCA Union Central, LLC ("Developer") in substantially the form attached to this ordinance as Attachment A (the "Amendment"), thereby amending that certain Funding and Development Agreement between the City and Developer, dated July 26, 2019, as amended by that certain First Amendment to Funding and Development Agreement, dated September 8, 2022 (as previously amended, the "Agreement"), pertaining to the redevelopment of property located at 1-9 W. Fourth Street in the Downtown neighborhood of Cincinnati, as more particularly described in the Agreement and the Amendment (the "Project" and the "Project Site," as applicable).

Section 2. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance, the Amendment, any and all Project-related

documents described or contemplated in the Agreement, as amended by the Amendment (including, without limitation, one or more service agreements and a cooperative agreement, as more particularly described therein), and all ancillary agreements, amendments, and other documents related to the Project and/or the Project Site, all as deemed necessary or appropriate by the City Manager.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the parties to execute the Amendment as soon as possible so that Developer can immediately move forward with the amended Project, thereby creating jobs, stimulating economic growth in the area, and enabling the Project Site to be put to its highest and best use, for the economic benefit of the City, at the earliest possible time.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4934-0082-5715, v. 2

Original Contract No.: 05X2020-174

SECOND AMENDMENT TO FUNDING AND DEVELOPMENT AGREEMENT
(Central Trust Tower)

This Second Amendment to Funding and Development Agreement (this "**Amendment**") is executed as of the Effective Date (as defined on the signature page hereof), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **CCA UNION CENTRAL LLC**, a Delaware limited liability company, 1380 E Jefferson Avenue, Detroit, Michigan 48207, ("**Developer**").

Recitals:

A. The City and Developer are parties to a *Funding and Development Agreement* dated July 26, 2019, as amended by that *First Amendment to Funding and Development Agreement* dated September 8, 2022 (the "**First Amendment**", collectively, as amended, the "**Agreement**"), pursuant to which, among other things, Developer is required to renovate the over 31-story Central Trust Tower into 250 residential units, approximately 30,000 square feet of commercial space, approximately 50 new parking spaces, and perform extensive repairs on the building's façade on real property located at 1-9 W. Fourth Street, Cincinnati, Ohio 45202, (the "**Property**") as more particularly described therein (the "**Project**"), which was to be substantially complete no later than July 31, 2024 (the "**Completion Deadline**"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the First Amendment, the City consented to CCA CBD CINCINNATI II LLC, a Delaware limited liability company ("**Previous Developer**"), transferring the Property and assigning all of its rights and obligations under the Agreement to Developer.

C. Pursuant to the *Assignment of Development Agreement*, dated September 14, 2022 between Previous Developer and Developer, Previous Developer assigned all of its rights and obligations under the Agreement to Developer, and conveyed its fee title interest in the Property to Developer by operation of *Limited Warranty Deed* executed September 14, 2022, recorded on September 15, 2022, in O.R. Book 14752, Page 817, Hamilton County, Ohio Records.

D. Pursuant to a letter dated December 10, 2024 (the "**Consent Letter**") and in accordance with Section 12(A)(ii) of the Agreement, the City delivered its written consent to the Change of Control in Developer, consenting to the transfer of ownership control from CCA JH #3 LLC, a Delaware limited liability company, to Bosquet Opportunity, LLC, a Michigan limited liability company.

E. Developer has represented to the City that it has been working in good faith toward completing the Project, but the Project was not completed by the July 31, 2024 deadline set forth in the Agreement, and Developer has revised the scope of the Project to increase the number of residential units being created on the Property to 281, and decrease the number of parking spaces being provided on the Property to 30.

F. Developer has requested that the City agree to amend the Agreement to (i) extend the Completion Deadline for the Project from July 31, 2024 to December 31, 2025, (ii) amend the payment structure during the TIF Exemption, (iii) memorialize the Change of Control, and (iv) amend the scope of work and budget to reflect the increase in Project cost, increase in residential units, and decrease in parking spaces being created under the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree to amend the Agreement, as follows, effective as of the Effective Date hereof:

1. Completion Deadline. The definition of "Completion Deadline" in Recital C of the Agreement is hereby amended by deleting the phrase "July 31, 2024" and replacing it with "December 31, 2025".

2. Recitals. Recital E. and G. of the Agreement are hereby amended as follows:

(A) With reference to Recital E. of the Agreement, the phrase "commencing on year 6 of the TIF Exemption" is hereby deleted and replaced with the phrase "commencing on year 11 of the TIF Exemption".

(B) With reference to Recital G. of the Agreement, the phrase "during years 21 through 30 of the TIF Exemption" is hereby deleted and replaced with the phrase "during years 26 through 30 of the TIF Exemption".

3. Service Payment Rebate. Section 5(B) of the Agreement is hereby deleted in its entirety and replaced with the following:

> (B) Service Payment Rebate. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than Excess Service Payments as described in Recital F of this Agreement, and shall apply Excess Service Payments with respect to years 1 through 25 of the TIF Exemption by remitting 100% of such Excess Service Payments to Developer (the "**Rebate Payments**"). With respect to years 26 through 30 of the TIF Exemption, the City will retain 100% of those Excess Service Payments and Developer acknowledges and agrees it is in no event entitled to any portion of the Excess Service Payments with respect to such years of the TIF Exemption. Developer acknowledges and agrees for years 1-10 of the TIF Exemption, the Rebate Payments will not exceed 75% of the Service Payments and for years 11-25 of the TIF Exemption, the Rebate Payments will not exceed 60% of the Service Payments. The Residual Service Payments may be used by the City for such purposes as are authorized in the TIF Ordinance. Developer acknowledges and agrees that (i) Developer will not receive any Rebate Payments other than with respect to Excess Service Payments for years falling within the period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (ii) notwithstanding anything to the contrary in this Agreement or any other Project Document, (a) Developer shall have no right or standing to dispute or contest the City's use of the Residual Service Payments, and Developer hereby expressly waives any such right or standing, (b) as it respects Developer, the City may use the Residual Service Payments in any manner whatsoever, and (c) as it respects Developer, any description of what the City may or may not do with the Residual Service Payments, including any description in the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer). For the avoidance of doubt, the Rebate Payments for years 1-10 of the TIF Exemption will not reflect a VTICA Contribution.

4. Change of Control. The City and Developer acknowledge that a Change of Control in Developer occurred, where (i) ownership control was transferred from CCA JH #3 LLC, a Delaware limited liability company, to Bosquet Opportunity, LLC, a Michigan limited liability company, and (ii) the City provided its written consent to said Change of Control via the Consent Letter. With reference to Section 12(A)(ii) of the Agreement, the phrase "CCA JH #3 LLC, a Delaware limited liability company" is hereby deleted and replaced with the phrase "Bosquet Opportunity, LLC, a Michigan limited liability company".

5. Notice Address of Developer. For purposes of Section 9 of the Agreement, the notice address of the Developer shall be:

CCA Union Central LLC
1380 E Jefferson Avenue
Detroit, Michigan 48207

6. **Exhibit**. Exhibit B (*Scope of Work, Budget and Source of Funds*) is hereby deleted and replaced with Exhibit B-2 (*Amended Scope of Work, Budget and Source of Funds*), attached hereto, which is hereby incorporated into and made part of the Agreement and which, on and after the Effective Date hereof, shall be deemed to be Exhibit B, for all purposes of the Agreement.

7. **Ratification.** All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Agreement, as amended hereby, is hereby ratified by the parties.

8. **Waiver.** In consideration of the City's execution of this Amendment, Developer hereby waives any and all defaults or failures on the part of the City to observe or perform the City's obligations under the Agreement and any other liability of any kind on the part of the City to the extent any such default, failure, or liability occurred on or prior to the Effective Date of this Amendment.

9. **Counterparts and Electronic Signatures.** This Amendment 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 Amendment may be executed and delivered by electronic signature.

SIGNATURES ON FOLLOWING PAGE

This Amendment is 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

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

Date: _____, 2025

CCA UNION CENTRAL LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2025

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code:_____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit B-2

Amended Scope of Work, Budget and Source of Funds

I. SCOPE OF WORK

The Project is an approximately $**157,526,285** adaptive reuse development of the 30+ story Union Central Life Insurance Tower (Central Trust Tower) into a mixed-use development with approximately 281 residential units, approximately 30,000 square feet of commercial space, and approximately 30 new parking spaces.

The Project will preserve one of Cincinnati's vital historic and visual landmarks designed by Cass Gilbert, which is a contributing resource to the West Fourth Street National Register Historic District and critical to the City's skyline.

New infrastructure will bring the building to modern life safety and code standards, and extensive repairs of the deteriorating façade will ensure the building will be economically useful for the foreseeable future.

Affordable Units:

- **Household Income**: For the length of the Affordability Period (as defined below) a minimum of 10% of the residential units in the Project Site shall be rented to tenants with an annual household income not to exceed 86% of the Area Median Income of Cincinnati, OH-KY-IN HUD Metro FMR Area as determined annually by the U.S. Department of Housing and Urban Development ("**HUD**"). For the purposes of this Agreement, a qualifying household will have 2 persons per bedroom. Developer is responsible for ensuring that the Affordable Units are rented to tenants with an annual household income not to exceed 86% AMI at the time of execution of the initial lease agreement with the tenant. If the household income of the tenant of an Affordable Unit increases to exceed the 86% AMI limit during the term of the lease agreement, this increase shall not prohibit an extension to the original lease term with that same tenant, so long as the tenant complies with the household income requirements at the execution of the initial lease agreement. The remaining units may be rented at market rent.

- **Rent Limits**: The rent to be charged to the tenants of the Affordable Units is limited as follows:
  - Actual Income Limit: Developer shall not charge rent for an Affordable Unit that is more than 30% of the actual annual household income of the tenant as of the date of the execution of the lease agreement for such Affordable Unit. Additionally, the monthly rent charged shall provide for a utility allowance of $90 a month for tenant-paid utilities. This utility allowance is intended as a binding, reasonable estimate of the tenant's monthly utility expenses; the parties do **not** intend for this allowance to be adjusted monthly based on the actual utility expenses. The parties also only intend for the rent limit to be calculated and applied at (i) the execution of the initial lease agreement for the Affordable Unit and (ii) upon any renewal or extension of the initial lease term. The parties acknowledge and agree that the tenant in an Affordable Unit will be solely responsible for paying the tenant's own utilities.

  - Maximum Rent Limit: Notwithstanding the above, regardless of the actual income of the tenant, at no time shall the monthly rent of the Affordable Unit exceed (i) 30% of the 86% AMI limit as established from time to time by HUD and adjusted for household size in accordance with this Exhibit, (ii) divided by 12, and (iii) less $90 for the utility allowance. The calculation for this limit shall be accomplished in the same fashion as the actual income limit calculation stated above; however, the 86% AMI limit, established from time to time by HUD and adjusted for household size in accordance with this Exhibit, shall be used in place of the tenant's actual annual income. The parties intend this maximum rent limit to act as a ceiling on the amount of rent that can be charged for an Affordable Unit should a current tenant's household income increase to exceed the 86% AMI limit and Developer seeks to renew or extend such initial lease term. The parties

intend for this maximum rent limit to be calculated and applied, in addition to the actual income limit, upon any renewal or extension of an initial lease term.

- **Affordability Period**: The affordability period shall commence as of the Completion Deadline and continue until the end of the TIF Exemption (the "**Affordability Period**").

- **Documentation**: Developer shall require documentation of family size and income to show that the affordability requirements in this Exhibit for the Affordable Unit are satisfied. Developer is responsible for ensuring that the affordability requirements are satisfied at the time of signing of each lease of the Affordable Units. Upon request, Developer shall provide such documentation to the City.

- **Other**: Affordable Units may be any size or type, may be substituted with alternative unit types, and are not required to be comparable in size, features, or number of bedrooms, which allows affordable designations to be interchangeable with market-rate units at any point in time throughout the Affordability Period.

II. BUDGET

	Total Cost	Per Unit Cost	% Gross TDC
LAND ACQUISITION			
Acquisition Cost	12,600,000	44,840	8.0%
TOTAL LAND COST	**12,600,000**	**44,840**	**8.0%**
HARD COST			
Residential Building Cost	93,135,184	331,442	59.1%
Commercial Building Cost	1,800,859	6,409	1.1%
Underground Parking	744,000	2,648	0.5%
Façade Renovation	9,100,000	32,384	5.8%
Incremental Façade Renovation	3,898,101	13,872	2.5%
TOTAL DIRECT CONSTRUCTION COST	**108,678,144**	**386,755**	**69.0%**
TOTAL SOFT COST	**36,248,141**	**128,997**	**23.0%**
TOTAL CONTINGENCY	**-**	**-**	**0.0%**
TOTAL DEVELOPMENT COST, GROSS	**157,526,285**	**560,592**	**100.0%**

III. SOURCE OF FUNDS

As of August 2025

Source	Total	% of TDC
Equity	58,502,574	37.14%
Construction Loan	55,160,000	35.02%
Federal Tax Credit Equity	17,988,161	11.42%
Bridge Loan	14,350,550	9.11%
State Tax Credit Equity	3,775,000	2.40%
OWDA Loan	2,750,000	1.75%
ODOD Loan	2,500,000	1.59%
City of Cincinnati Forgivable Loan	2,500,000	1.59%
TOTAL	**157,526,285**	**100.00%**

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: October 22, 2025

To: Mayor and Members of City Council 202501910

From: Sheryl M. M. Long, City Manager

Subject: ORDINANCE – DEDICATING AND ACCEPTING A PORTION OF VANDALIA AVENUE - NORTHSIDE

Attached is an ordinance captioned as follows:

> **DEDICATING, ACCEPTING, AND CONFIRMING** the dedication to public use of an approximately 0.101-acre tract of real property as a portion of Vandalia Avenue, a public right-of-way for street purposes in the Northside neighborhood of Cincinnati.

Vandalia Point, LLC ("Company") desires to dedicate to public use approximately 0.101 acre tract of real property ("Dedication Property") in the Northside Neighborhood as a portion of the Vandalia Avenue public right-of-way.

Natalie A. Rauf, a reputable attorney, has provided an Attorney's Certificate of Title dated August 14, 2025, certifying that the Company holds title to the land to be dedicated.

The Office of the City Engineer has examined the Dedication Plat as to its technical features and found it to be correct.

The City Planning Commission approved the Dedication Plat and Dedication Property to be used as public right-of-way at its meeting on June 6, 2025.

The Administration recommends passage of the attached ordinance.

Attachment I – Dedication Plat
Attachment II – Legal Description

cc: Greg Long, Interim Director, Transportation and Engineering

DMZ

- 2025

DEDICATING, ACCEPTING, AND CONFIRMING the dedication to public use of an approximately 0.101-acre tract of real property as a portion of Vandalia Avenue, a public right-of-way for street purposes in the Northside neighborhood of Cincinnati.

WHEREAS, Vandalia Point LLC, an Ohio limited liability company ("Company"), by and through its duly authorized representative, desires to dedicate to public use an approximately 0.101-acre tract of real property ("Dedication Property") as a portion of Vandalia Avenue as public right-of-way for street purposes by a plat attached to this ordinance as Attachment A and incorporated herein by reference ("Dedication Plat"); and

WHEREAS, Natalie A. Rauf, a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated August 14, 2025, certifying that the Company holds title to the Dedication Property depicted on the Dedication Plat in fee simple, with full power to convey, subject to certain encumbrances, including real estate taxes not yet due and payable, and that the Law Department's Real Estate Services Division has reviewed the encumbrances and Dedication Plat and found that the Company has made satisfactory provision for the subordination of any encumbrances and payment of all real estate taxes and assessments; and

WHEREAS, the office of the City Engineer has examined and checked the Dedication Plat as to its technical features and found it to be correct; and

WHEREAS, the City Planning Commission approved the Dedication Plat and the dedication of the Dedication Property to public use as public right-of-way for street purposes at its meeting on June 6, 2025; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the City's Department of Transportation and Engineering, recommends that Council accept and confirm the dedication of the Dedication Property as a portion of the Vandalia Avenue public right-of-way for street purposes; now, therefore,

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

Section 1. That the dedication to public use of an approximately 0.101-acre tract of real property in Northside as a portion of the Vandalia Avenue public right-of-way for street purposes, as depicted on the plat attached to this ordinance as Attachment A (Dedication Plat) and incorporated herein by reference and described more particularly in the legal description attached to this ordinance as Attachment B (Legal Description), is hereby accepted and confirmed.

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including without limitation the execution of any and all ancillary agreements, deeds, plats, or other real estate documents, as deemed necessary or appropriate by the City Manager.

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

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

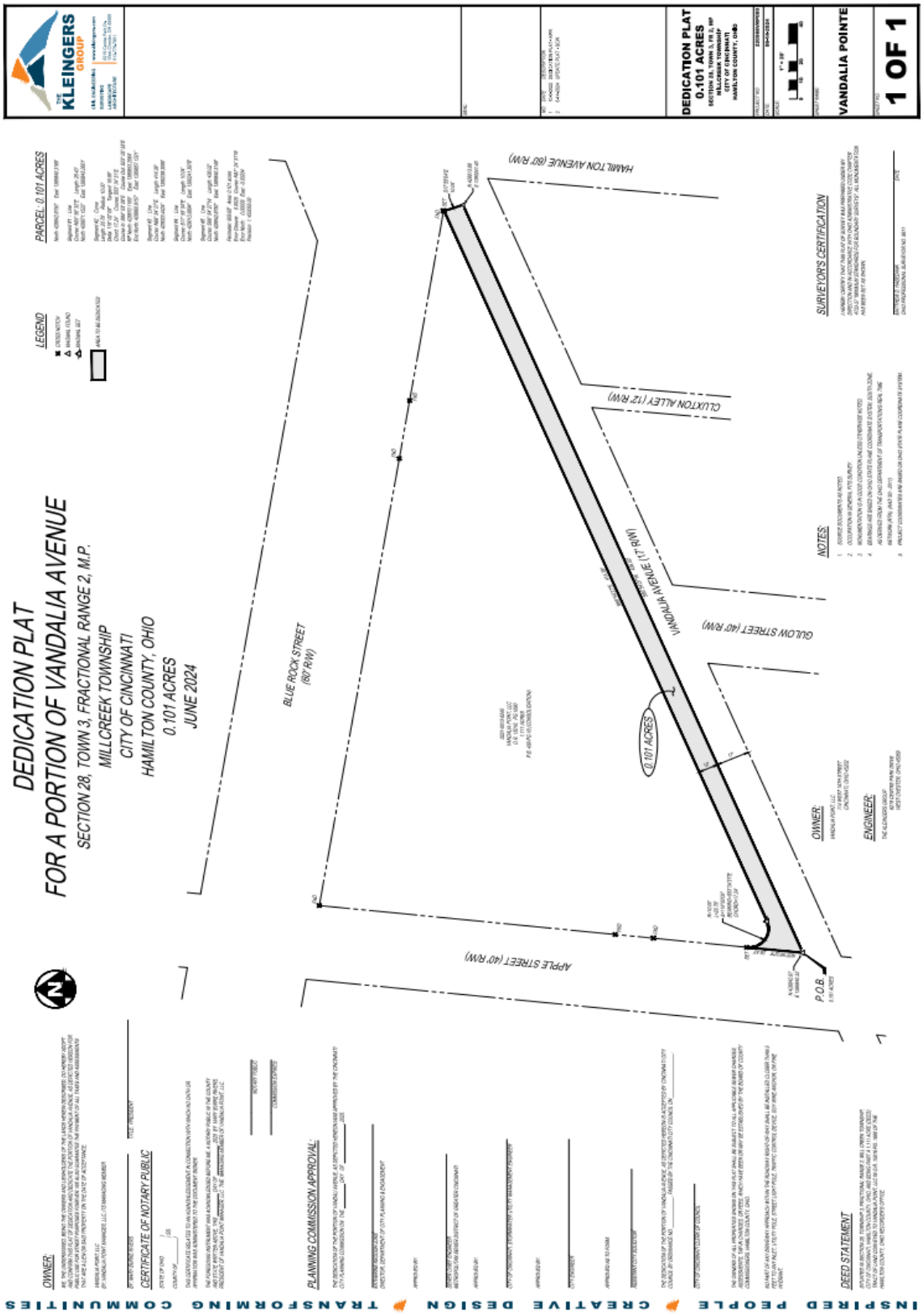
Passed: _____, 2025

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

4908-9487-7043, v. 1

ATTACHMENT A
Dedication Plat



ATTACHMENT B

Legal Description
Vandalia Avenue Dedication

Situated in Section 28, Township 3, Fractional Range 2, Miami Purchase, Mill Creek Township, City of Cincinnati, Hamilton County, Ohio, and being part of the lands conveyed to Vandalia Point, LLC in O.R. 15016, Pg. 1690, the boundary of which being more particularly described as follows:

Beginning at a magnail found at the intersection of the north right of way line of Vandalia Avenue with the east right of way line of Apple Street;

Thence along said east right of way line, N05°56'32"E a distance of 28.43 feet to a cross notch set;

Thence through the aforementioned 1.111 acre (deed) tract of land, along a curve to the left an arc distance of 20.78 feet to a magnail set, said curve having a radius of 10.00 feet, a central angle of 119°02'05" and a chord bearing S53°34'31"E a distance of 17.24 feet;

Thence continuing, N66°54'27"E a distance of 414.38 feet to a cross notch set in the southerly right of way line of Blue Rock Street;

Thence along said southerly right of way line, S17°55'04"E a distance of 10.04 feet to a magnail found at the intersection of said southerly right of way line with the aforementioned north right of way line of Vandalia Avenue;

Thence along said north right of way line; S66°54'27"W a distance of 436.02 feet to the Point of Beginning.

Containing 0.101 acres, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as derived from the Ohio Department of Transportation's Real Time Network. (RTN)(NAD '83-2011)

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in October 2022 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

08/08/2025

Matthew D. Habedank — Date
Ohio Professional Surveyor No. 8611

city of CINCINNATI
Interdepartment Correspondence Sheet

October 22, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

Subject: **Vacant Building Registry & Resources**

REFERENCE DOCUMENT #202500567

At its session on April 8, 2025, City Council's Equitable Growth and Housing Committee referred the following item for review and report:

> *To Utilize Vacant Building Registry (VBR) Data to Connect Local Property Owners with Resources*
>
> WE MOVE that the administration consider operationalizing the Vacant Building Registry to be a data input to connect property owners with capital resources.
>
> WE FURTHER MOVE that the administration produces a report within 60 days on existing City programs that are available for the rehabilitation of vacant buildings or have the potential to be expanded for that use.

This report informs Council about existing programs and funding that support, or could be adapted to support, vacant building rehabilitation. It also highlights opportunities for prioritization in future budgets.

BACKGROUND

Rehabilitating vacant buildings is essential to restoring neighborhood vibrancy and is a key strategy for addressing the region's housing shortage. To better address the City's significant stock of vacant buildings, City Council adopted Ordinance #2025-00200 on February 26, 2025. This legislation established Cincinnati's VBR, which shifts the City's approach to vacant buildings from reactive enforcement to proactive revitalization and more effectively utilizing data to identify reinvestment opportunities.

Building on this foundation, on April 8, 2025, Council directed the Administration to explore how the VBR could be operationalized to connect owners of vacant buildings to existing resources for property rehabilitation. Such an approach could support owners who want to invest in their properties but lack the capital to stabilize or preserve them, contributing both to neighborhood revitalization and the creation of much needed housing units.

The first step in leveraging the VBR for this purpose is to evaluate existing City programs—particularly those administered by the Department of Community and Economic Development (DCED) in partnership with the Cincinnati Development Fund (CDF)—that currently supports or could be adapted to support vacant building rehabilitation. DCED has compiled this review, which: i) identifies relevant programs and funding sources; ii) outlines their limitations and opportunities for expansion; and iii) provides a framework for prioritizing resources in future budgets.

These programs, along with their constraints, are outlined in the following sections.

Notice of Funding Availability

The City's Notice of Funding Availability (NOFA) program provides residential developers with favorable financing options to advance transformative housing projects aligned with City priorities. As a public gap-financing tool, NOFA supports hard construction costs for both renovation and new construction, with scoring criteria that incentivize redevelopment of long-vacant buildings (three or more years) and conversion of non-residential properties into housing. NOFA's priorities encourage the preservation of the built environment and promote creative adaptive reuse projects over new development on vacant land.

However, NOFA is limited to projects with four or more units, excluding smaller-scale rehabilitations. The process is highly competitive, and because NOFA is designed as the final funding source, applicants must have most of their financing secured before application. While this ensures fiscal discipline, it has the potential to create a financial barrier for property owners whose property remains vacant due to lack of resources. As a result, vacant buildings in dire need of reinvestment are often ineligible for NOFA awards. These limitations highlight an opportunity to expand the program or create a complementary program to better target smaller projects and properties without substantial pre-secured funding.

Residential and Commercial CRAs

The Community Reinvestment Area (CRA) Program is a direct incentive tax exemption program created by the State of Ohio to aid property owners who renovate existing or construct new buildings. It permits municipalities and counties to designate areas where investment has been discouraged and offer incentives to spur revitalization of both the existing housing stock and new development. The City of Cincinnati's entire municipal area is one CRA, with DCED administering two programs: Commercial Tax Abatements ("Commercial CRAs") and Residential Tax Abatements ("Residential CRAs").

Residential CRAs allow homeowners to reduce property taxes by paying on the pre-improvement value of their property for up to 15 years. This incentive lowers barriers to renovation, improvement, or new housing construction, making homeownership more attainable and affordable. Similarly, Commercial CRAs provide partial property tax abatements for developers or companies investing in residential (5+ units), commercial, industrial, or mixed-use projects that generate job creation. These abatements can reduce

post-construction property taxes for up to 15 years (up to 67% net abatement), lowering operating costs and improving project feasibility.

While both CRA tools support long-term affordability and project viability, they are limited in scope. Because abatements only reduce future property tax obligations, developers and property owners must first secure financing to cover upfront rehabilitation costs. As indirect incentives, CRAs make projects more affordable over time but do not provide the immediate capital needed to address vacant or underutilized properties.

Affordable Housing Leverage Fund

The Affordable Housing Leverage Fund (AHLF), managed by the CDF in partnership with the City of Cincinnati and Hamilton County, pools public, private, corporate, and philanthropic resources to support the construction, rehabilitation, and preservation of affordable housing. Financing is provided through forgivable or low-interest loans for acquisition, hard construction costs, and eligible soft costs in residential and mixed-use projects serving low- to moderate-income tenants.

The AHLF plays a critical role in expanding affordable housing, but eligibility requirements narrow the fund's reach. Funding amounts are tied to unit size and Area Median Income (AMI) targets, and projects must maintain income restrictions for a defined period. AMI-restrictions drastically increase the costs of development projects, making them more infeasible for smaller developers with less resources. Due to its targeted goal of creating more affordable housing, AHLF funding is also limited and primarily reserved for multifamily rental projects, excluding most single-family or small-scale rehabilitation efforts (which are inherently more expensive). These constraints reveal potential opportunities to refine or expand the AHLF's priorities or create a complementary program to better target smaller projects and properties that may not fall within existing City housing priorities of affordability.

Districts and Project TIFs

Tax Increment Financing (TIF) tools redirect the increase in property tax revenue generated by rising property values to support redevelopment.

District TIFs, which may cover up to 300 acres (often centered on neighborhood business districts), collect the incremental value above the base year at establishment. These revenues may fund a range of public improvements, including roads, streetscapes, utilities, environmental remediation, land acquisition, demolition, housing improvements, parking, and stormwater infrastructure.

Project TIFs operate at the parcel level, exempting a portion of real property taxes on a specific development and replacing them with service payments in lieu of taxes (PILOTs). These payments may fund project debt service, be rebated to the developer, or be reserved by the City for related public improvements or critical infrastructure.

The effectiveness of TIFs is shaped by their geographic and economic context. District TIFs are limited in size and only as strong as the development activity within their boundaries, which makes it important to align TIF use strategically with areas of active or emerging development. While TIF incentives can play a role in revitalizing larger vacant properties, they are generally too complex to be a viable option for individual owners of single-family homes, even if eligible. However, there may be potential for entities such as CDC's or the Landbank to leverage district TIF funds to stabilize a cluster of single-family properties.

CONCLUSIONS & NEXT STEPS

Currently, the City of Cincinnati has no additional programs or incentives dedicated to providing resources to owners of vacant buildings to rehabilitate their properties beyond those outlined in this report. To address this gap, DCED recommends that future appropriations for vacant properties be directed either toward expanding existing programs, such as NOFA, or forming a new program specifically designed to prioritize the redevelopment of vacant buildings with the use of TIF funds or the AHLF

DCED further recommends focusing reinvestment on properties at risk of demolition, buildings vacant for five or more years, those located within a half-mile of an activity center or business district, and lots that could be incorporated into future development opportunities where investment would help to maximize community impact and preserve the built environment.

To strengthen the connection between owners of vacant properties and the City's redevelopment resources, DCED has taken steps to make information more accessible and actionable. DCED has updated its website to include comprehensive details on existing programs, financial incentives, and partner resources that support property renovation and reuse.

Provided with additional financial resources, DCED could utilize data gathered through the VBR to proactively identify and engage property owners. If desired, targeted outreach through direct mail, email communication, and in-person engagement might further connect owners with tailored education materials and program information. The City is committed to ensuring that these resources are not only available online but are also easily attainable through community events, partner organizations, and one-on-one assistance, reinforcing our intent to turn vacant properties into active community assets.

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

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

202501880

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance: Authorizing the Implementation of the Cincinnati Organized and Dedicated Employees, Inc. Labor Management Agreement**

Attached is an Emergency Ordinance captioned:

> **Authorizing** the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Organized and Dedicated Employees, Inc. (CODE), the updated terms of which are reflected in the attached summary.

This agreement provides the employees with a 5.0% wage increase (effective March 16, 2025), a 4.0% wage increase (effective March 15, 2026), and a 3.0% wage increase (effective March 14, 2027). The agreement incorporates significant changes to Health Insurance premium caps and prescription costs that represent substantial gains for the City. A summary of the agreement is attached hereto.

The reason for the emergency is the immediate need to enter into the labor management agreement.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, Human Resources Director

E M E R G E N C Y

JWF

- 2025

AUTHORIZING the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Organized and Dedicated Employees, Inc. (CODE), the updated terms of which are reflected in the attached summary.

WHEREAS, the current labor management agreement ("Agreement") between the City of Cincinnati and the Cincinnati Organized and Dedicated Employees, Inc. ("CODE") expired on March 15, 2025; and

WHEREAS, the City and CODE, through their respective negotiating teams, have tentatively agreed to the terms of a successor Agreement, as reflected in the attached summary; and

WHEREAS, the tentative Agreement begins as of March 15, 2025, and expires on March 11, 2028; and

WHEREAS, all employees in the CODE bargaining unit will receive a five percent increase to their base wage effective March 16, 2025, a four percent increase to their base wage effective March 15, 2026, and a lump sum payment of $1,500, and a three percent increase to their base wage effective March 14, 2027; and

WHEREAS, the health insurance premium caps will be adjusted to $275 for a family plan and $115 for a single plan; and

WHEREAS, the prescription drug tiers will be increased to $15/$30/$40; and

WHEREAS, the terms and conditions of the successor Agreement as agreed to by the parties represent fair and equitable gains for both parties; and

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

Section 1. That the City Manager is authorized to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Organized and Dedicated Employees, Inc. ("CODE"), the updated terms of which are reflected in the attached summary.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement a successor labor management agreement between the City and CODE to replace the agreement which expired on March 15, 2025.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
HUMAN RESOURCES

Summary of Tentative Agreement with the Cincinnati Organized and Dedicated Employees, Inc. (CODE)

Article 7: Discipline

- Added language that discipline shall be served upon employees without the presence of Union representation.
- Adjusted the timelines and disciplinary retention periods for suspensions.

Article 8: Grievances

- Added the ability to use an external mediator with mutual agreement.
- Added cost-sharing with the Union for mediation services.

Article 13: Sick Leave

- Added a definition for "immediate family."
- Added "off days" to patterned usage to ensure that departments can request a doctor's note if an employee displays a pattern of calling off adjacent to their off day.
- Added a definition of "excessive absenteeism."

Article 15: Hours of Work & Overtime

- Updated on-call pay to align with existing Memorandum of Understanding's.

Article 16: Wages & Compensation

- 5% effective in the first year of the contract (March 16, 2025).
- 4% effective in the second year of the contract (March 15, 2026) and a $1,500 lump sum payment to be paid in Pay Period 8.
- 3% effective in the third year of the contract (March 14, 2027).
- Revamped the working out of classification process.
- Clarified that an employee may only be moved up on salary step on their annual review date.
- Streamlined the shift differential process to clarify when an employee would be paid shift differential.
- Added a new longevity article with the following tiers:
    - 12-19 years of service: $1000
    - 20 years of service and above: $1100

Article 17: Health Insurance

- Increased the Family premium cap from $200 to $275
- Increased the Single premium cap from $85 to $115

Article 18: General Provisions

- Adjusted the definition of "vacancy" to allow for increased flexibility in filling positions.
- Clarified the methods to fill CODE classifications.
- Expanded the tested classifications and added a requirement for separate promotional and open eligibility lists for tested positions.

Article 22: Length of Agreement

- 3-year agreement

Appendix B: Overtime Eligible Positions

- Added two new classifications to the overtime eligibility list.

Appendix D (Health Insurance Deductibles and Co-Insurance Requirements)

- Increased the prescription tiers to $15/$30/$40.
- Added spousal surcharge of $25 per month.

**** There were a few other articles that contained housekeeping changes. ****

The remaining articles will stay as current contract language.

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202501881

Subject: **Emergency Ordinance: Authorizing the Implementation of the Cincinnati Building Trades Council Labor Management Agreement**

Attached is an Emergency Ordinance captioned:

> **Authorizing** the City Manager to execute and implement the labor management agreement between the City and the Cincinnati Building Trades Council, the updated terms of which are reflected in the attached summary.

This agreement provides the employees with a 5.0% wage increase (effective August 17, 2025), a 4.0% wage increase (effective August 16, 2026), and a 3.0% wage increase (effective August 15, 2027). The agreement incorporates significant changes to Health Insurance premium caps and prescription costs that represent substantial gains for the City. A summary of the agreement is attached hereto.

The reason for the emergency is the immediate need to enter into the labor management agreement.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, Human Resources Director

E M E R G E N C Y

AEP

- 2025

AUTHORIZING the City Manager to execute and implement the labor management agreement between the City and the Cincinnati Building Trades Council, the updated terms of which are reflected in the attached summary.

WHEREAS, the current labor management agreement ("Agreement") between the City and the Cincinnati Building Trades Council expired on August 16, 2025; and

WHEREAS, the City and the Cincinnati Building Trades Council, through their respective negotiating teams, have reached tentative agreement on the terms of a successor Agreement, the updated terms of which are reflected in the attached summary; and

WHEREAS, the tentative Agreement has a duration of three years beginning on August 17, 2025, and expiring on August 12, 2028; and

WHEREAS, all employees in the Cincinnati Building Trades Council bargaining unit will receive a five percent increase to their base wage effective August 17, 2025, a four percent increase to their base wage effective August 16, 2026, and a three percent increase to their base wage effective August 15, 2027; and

WHEREAS, the health insurance premium caps will be adjusted to $275 for a family plan and $115 for a single plan; and

WHEREAS, the prescription drug tiers will be increased to $15/$30/$40; and

WHEREAS, the terms and conditions of the successor Agreement as agreed to by the parties represent fair and equitable gains for both parties; 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 execute and implement the labor management agreement between the City and the Cincinnati Building Trades Council, the updated terms of which are reflected in the attached summary.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to implement a successor labor management agreement between the City and the Cincinnati Building Trades Council to replace the agreement which expired on August 16, 2025.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
HUMAN RESOURCES

Summary of Tentative Agreement with Cincinnati Building Trades

Article 12: Grievances

- Added language regarding arbitration servicer to reflect changes with FMCS

Article 15: Health Insurance

- Increased the Family premium cap from $200 to $275
- Increased the Single premium cap from $85 to $115
- Added language to ensure compliance with the Affordable Care Act

Article 25: Longevity Pay

- Increased longevity pay to the following amounts:
  - After 5 years: $500
  - After 8 years: $900
  - After 14 years: $1,000
  - After 20 years: $1,100

Article 31: Wages

- 5% effective in the first year of the contract (August 17, 2025)
- 4% effective in the second year of the contract (August 16, 2026)
- 3% effective in the third year of the contract (August 15, 2027)

Article 34: Term of Agreement

- 3-year agreement

Article 35: Deferred Compensation

- Increased the deferred compensation match from $200 to $400

Appendix C (Health Insurance Deductibles and Co-Insurance Requirements)

- Increased the prescription tiers to $15/$30/$40
- Added spousal surcharge of $25 per month

**** There were a few other articles that contained housekeeping changes. ****

The remaining articles will stay as current contract language.

city of CINCINNATI
Interdepartment Correspondence Sheet

October 8, 2025

To: Mayor and Members of City Council

202501851

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – CMO: HUD PRO Housing Grant**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** new project account no. 304x101x40424001, "PRO Housing 2024," to expand affordable housing and incentivize the development of vacant lots through construction subsidies and prototypes for middle housing types; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $2,000,000 from the U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing (ALN 14.023) program to newly established project account no. 304x101x40424001, "PRO Housing 2024"; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Community Development Block Grant Fund 304x8543 project account no. 304x101x40424001, "PRO Housing 2024."

This Emergency Ordinance establishes project account no. 304x101x40424002, "PRO Housing 2024," to expand affordable housing and incentivize the development of vacant lots through construction subsidies and prototypes for middle housing types. This Emergency Ordinance also authorizes the City Manager to apply for, accept, and appropriate a grant of up to $2,000,000 from the U.S. Department of Housing and Urban Development (HUD) Pathways to Removing Obstacles to Housing ("PRO Housing") (ALN 14.023) program to the newly established capital improvement program project account. Finally, this Emergency Ordinance authorizes the Director of Finance to deposit the grant into the newly established project account.

The PRO Housing grant requires matching resources of up to $840,000, the source of which will be identified at a later date. No new FTEs/full time equivalents are required.

The City applied for the grant to meet the application deadline of October 15, 2024, but no grant resources will be accepted without City Council approval.

Expanding affordable housing and incentivizing the development of vacant lots is in accordance with the "Live" goal to "[c]reate a more livable community" and strategy to "[s]upport and stabilize our neighborhoods" as described on pages 156-162 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant resources by applicable deadlines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

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- 2025

ESTABLISHING new project account no. 304x101x40424001, "PRO Housing 2024," to expand affordable housing and incentivize the development of vacant lots through construction subsidies and prototypes for middle housing types; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $2,000,000 from the U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing (ALN 14.023) program to newly established project account no. 304x101x40424001, "PRO Housing 2024"; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Community Development Block Grant Fund 304x8543 project account no. 304x101x40424001, "PRO Housing 2024."

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") Pathways to Removing Obstacles to Housing ("PRO Housing") (ALN 14.023) program provides competitive grant funding to identify and remove barriers to affordable housing production and preservation; and

WHEREAS, HUD issued the Notice of Funding Opportunity under the Consolidated Appropriations Act, 2024 (Public Law 118-42, enacted March 9, 2024) which appropriated $100,000,000 for competitive grant funding for the identification and removal of barriers to affordable housing production and preservation; and

WHEREAS, the U.S. Congress directed HUD to undertake a competition using the Community Development Block Grant statutory and regulatory framework; and

WHEREAS, the grant application deadline was October 15, 2024, and the City has already applied for the grant and was notified of the grant award in January 2025, but no grant funds will be accepted without approval by Council; and

WHEREAS, acceptance of this grant requires matching resources of up to $840,000, the source of which will be identified at a later date; and

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

WHEREAS, expanding affordable housing and incentivizing the development of vacant lots is in accordance with the "Live" goal to "[c]reate a more livable community" and strategy to "[s]upport and stabilize our neighborhoods" as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new project account no. 304x101x40424001, "PRO Housing 2024," is established to expand affordable housing and incentivize the development of vacant lots through construction subsidies and prototypes for middle housing types.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to $2,000,000 from the U.S. Department of Housing and Urban Development Pathways to Removing Obstacles to Housing (ALN 14.023) program to newly established project account no. 304x101x40424001, "PRO Housing 2024."

Section 3. That the Director of Finance is authorized to deposit the grant funds into Community Development Block Grant Fund 304x8543 project account no. 304x101x40424001, "PRO Housing 2024."

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6, of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept and appropriate grant resources by applicable deadlines.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202501873

Subject: **Emergency Ordinance – OES: EPA National Clean Investment Fund (NCIF) Grant**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $250,000 from the U.S. Environmental Protection Agency's National Clean Investment Fund grant program (ALN 66.957), as a subrecipient through the Coalition for Green Capital (dba the American Green Bank Consortium), to Environment and Sustainability Fund 436 to support market-building activities for energy-related projects; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26EPANCIF, "FY 2026 EPA NCIF Grant."

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to $250,000 from the U.S. Environmental Protection Agency's National Clean Investment Fund grant program (ALN 66.957), as a subrecipient through the Coalition for Green Capital (dba the American Green Bank Consortium), to Environment and Sustainability Fund 436 to support market-building activities for energy-related projects. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26EPANCIF, "FY 2026 EPA NCIF Grant."

The Office of Environment and Sustainability teamed with the Cincinnati Development Fund (CDF) to apply for the sub-grant through the Coalition for Green to support the establishment of the Cincinnati Green Bank, but resources will not be accepted without Council approval.

This grant does not require matching resources and there are no new FTEs/full time equivalents associated with this grant.

Supporting market-building activities for energy-related projects is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-185 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant resources to meet established grant project timelines.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

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- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $250,000 from the U.S. Environmental Protection Agency's National Clean Investment Fund grant program (ALN 66.957), as a subrecipient through the Coalition for Green Capital (dba the American Green Bank Consortium), to Environment and Sustainability Fund 436 to support market-building activities for energy-related projects; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26EPANCIF, "FY 2026 EPA NCIF Grant."

WHEREAS, a grant is available from the U.S. Environmental Protection Agency's National Clean Investment Fund ("NCIF") grant program (ALN 66.957), part of the Greenhouse Gas Reduction Fund through the Inflation Reduction Act, to mobilize private capital to support NCIF-qualified projects through market-building activities and create an enabling environment to develop and finance scalable and replicable clean energy projects through local governments, Tribes, and Not-For-Profit partner organizations; and

WHEREAS, the Office of Environment and Sustainability teamed with the Cincinnati Development Fund ("CDF") to apply for the sub-grant through the Coalition for Green Capital (dba the American Green Bank Consortium) to support the establishment of the Cincinnati Green Bank, but resources will not be accepted without Council approval; and

WHEREAS, CDF was intended to be the grant subrecipient, but due to capacity constraints, the City will now be the subrecipient; and

WHEREAS, this grant supports the implementation of the Green Cincinnati Plan, and advances the goal of the City to achieve carbon neutrality by 2050; and

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

WHEREAS, supporting market-building activities for energy-related projects is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-185 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to $250,000 from the U.S. Environmental Protection Agency's National Clean Investment Fund

grant program (ALN 66.957), as a subrecipient through the Coalition for Green Capital (dba the American Green Bank Consortium), to Environment and Sustainability Fund 436 to support market-building activities for energy-related projects.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8543, Office of Environment and Sustainability project account no. 26EPANCIF, "FY 2026 EPA NCIF Grant."

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

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

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

202501875

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Police: FY 2025 Urban Area Security Initiatives (UASI) Grant Program**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for a grant of up to $2,082,000 from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2025 Homeland Security Grant Program, Urban Area Security Initiative (the "UASI Grant") (ALN 97.067) to assist the City in preventing, preparing for, protecting against, and responding to acts of terrorism; **AUTHORIZING** the City Manager to accept the transfer of equipment and supplies valued at up to $1,889,500 from the Hamilton County Emergency Management and Homeland Security Agency, which acts as the regional fiscal agent for the UASI Grant; **AUTHORIZING** the City Manager to accept and appropriate up to $192,500 to support the Greater Cincinnati Fusion Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25UASI.

This Ordinance authorizes the City Manager to apply for a grant of up to $2,082,000 from the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), FY 2025 Homeland Security Grant Program, Urban Area Security Initiative (ALN 97.067) to assist the City in preventing, preparing for, protecting against, and responding to acts of terrorism. This Ordinance also authorizes the City Manager to accept the transfer of equipment and supplies valued at up to $1,889,500 from the Hamilton County Emergency Management and Homeland Security Agency, which acts as the regional fiscal agent for the UASI Grant. This Ordinance also authorizes the City Manager to accept and appropriate up to $192,500 to support the Greater Cincinnati Fusion Center (GCFC). This Ordinance further authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25UASI.

The equipment and supplies received by the Cincinnati Police Department (CPD) will be used to enhance the protection of soft targets and crowded places, respond to threats of civil disorder, and allow for intelligence and information analysis and sharing. Funding will support salary and fringe benefits for a Supervisory Intelligence Analyst and software at the Greater Cincinnati Fusion Center.

There are no new FTEs/full time equivalents associated with this grant. The grant does not require matching funds, but if the salary and benefits for the Supervisory

Intelligence Analyst surpass the grant allowance, the additional costs will be paid from the CPD General Fund Operating Budget.

The grant application deadline was October 17, 2025, and the City already has applied for the grant, but no grant resources will be accepted without approval by the City Council.

Preventing, preparing for, protecting against, and responding to acts of terrorism is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the City Manager to apply for a grant of up to $2,082,000 from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2025 Homeland Security Grant Program, Urban Area Security Initiative (the "UASI Grant") (ALN 97.067) to assist the City in preventing, preparing for, protecting against, and responding to acts of terrorism; **AUTHORIZING** the City Manager to accept a transfer of equipment and supplies valued at up to $1,889,500 from the Hamilton County Emergency Management and Homeland Security Agency, which acts as the regional fiscal agent for the UASI Grant; **AUTHORIZING** the City Manager to accept and appropriate up to $192,500 to support the Greater Cincinnati Fusion Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25UASI.

WHEREAS, the FY 2025 Homeland Security Grant Program, Urban Area Security Initiative (ALN 97.067) (the "UASI Grant") is available through the U.S. Department of Homeland Security, Federal Emergency Management Agency, to assist in preventing, preparing for, protecting against, and responding to acts of terrorism; and

WHEREAS, the Hamilton County Emergency Management and Homeland Security Agency serves as the regional fiscal agent for the UASI Grant and uses the grant funds to purchase equipment and supplies for the Cincinnati Police Department ("CPD"); and

WHEREAS, equipment and supplies received by the CPD will be used to enhance the protection of soft targets and crowded places, respond to threats of civil disorder, and allow for intelligence and information analysis and sharing, and funding will support salary and fringe benefits for a Supervisory Intelligence Analyst and software at the Greater Cincinnati Fusion Center; and

WHEREAS, this grant does not require matching funds, but if the salary and benefits for the Supervisory Intelligence Analyst surpass the grant allowance, the additional costs will be paid from the CPD General Fund Operating Budget; and

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

WHEREAS, the grant application deadline is October 17, 2025, and the City may apply for the grant before that date, but no grant resources will be accepted without approval by Council; and

WHEREAS, preventing, preparing for, protecting against, and responding to acts of terrorism is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to $2,082,000 from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2025 Homeland Security Grant Program, Urban Area Security Initiative (the "UASI Grant") (ALN 97.067) to assist the City in preventing, preparing for, protecting against, and responding to acts of terrorism.

Section 2. That the City Manager is authorized to accept a transfer of equipment and supplies valued at up to $1,889,500 from the Hamilton County Emergency Management and Homeland Security Agency, which acts as the regional fiscal agent for the UASI Grant.

Section 3. That the City Manager is authorized to accept and appropriate up to $192,500 from the UASI Grant to support salary and fringe benefits for a Supervisory Intelligence Analyst and software at the Greater Cincinnati Fusion Center.

Section 4. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25UASI.

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

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

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 8, 2025

To: Mayor and Members of City Council

202501850

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Cincinnati Recreation Commission (CRC): Queen City SWISH Program Grant**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $25,569 from the Cincinnati Police Department Community Preventive Education Program to operate the Cincinnati Recreation Commission's Queen City Safety While Integrating Skills and Hoops (SWISH) Program; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Approval of this Emergency Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to $25,569 from the Cincinnati Police Department (CPD) Community Preventive Education Grant Program to operate the Cincinnati Recreation Commission (CRC) Queen City Safety While Integrating Skills and Hoops (SWISH) Program. This Emergency Ordinance also authorizes the Finance Director to deposit the grant funds into Contributions for Recreation Purposes Fund revenue account no. 319x8571.

CPD provides grants for community-based drug and alcohol prevention programs from its State Asset Forfeiture Funds as stipulated in Ohio Revised Code (ORC) Section 2981.13. CRC will use the grant resources to operate the Queen City SWISH Program, which provides high-level educational, recreational, and mentoring opportunities for Cincinnati teens between the ages of 12 and 17. Through the game of basketball, program attendees will learn valuable life skills to prepare them for the game of life. Participants will engage in fun, positive activities centered around learning life skills, competition, and drug prevention in cooperation with CPD and the Cincinnati Fire Department.

There are no new FTEs/full time equivalents or matching funds associated with the grant.

Acceptance of this grant is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as well as the strategy to "[u]nite our communities" as described on pages 209 - 211 of Plan Cincinnati (2012).

The reason for the emergency is the need to meet the application deadline of October 31, 2025.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

MSS

- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $25,569 from the Cincinnati Police Department Community Preventive Education Program to operate the Cincinnati Recreation Commission's Queen City Safety While Integrating Skills and Hoops (SWISH) Program; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

WHEREAS, the Cincinnati Police Department ("CPD") provides grants for community-based drug and alcohol prevention programs from its State Asset Forfeiture Funds as stipulated in R.C. Section 2981.13; and

WHEREAS, the Cincinnati Recreation Commission will use the grant resources to operate the Queen City Safety While Integrating Skills and Hoops (SWISH) Program, which provides high-level educational, recreational, and mentoring opportunities for Cincinnati teens between the ages of twelve and seventeen; and

WHEREAS, through the game of basketball, program attendees will learn valuable life skills to prepare them for the game of life; and

WHEREAS, participants will engage in fun, positive activities centered around learning life skills, competition, and drug prevention in cooperation with CPD and the Cincinnati Fire Department; and

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

WHEREAS, acceptance of this grant is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as well as the strategy to "[u]nite our communities" as described on pages 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to $25,569 from the Cincinnati Police Department Community Preventive Education Program to operate the Cincinnati Recreation Commission's Queen City Safety While Integrating Skills and Hoops (SWISH) Program.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to meet the application deadline of October 31, 2025.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501882

Subject: **Emergency Ordinance – DOTE: ODOT Urban Transit Program (UTP) Grant for Streetcar Preventative Maintenance**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $36,080 awarded through the Ohio Department of Transportation ("ODOT") Ohio Urban Transit Program ("UTP") to provide resources for preventative maintenance of the Cincinnati Streetcar System; **AUTHORIZING** the Director of Finance to deposit the UTP grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 25UTP, "Urban Transit Program 2025"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete this project.

Approval of this Emergency Ordinance will authorize the following:

1. The City Manager to apply for, accept, and appropriate a grant of up to $36,080 from the Ohio Department of Transportation (ODOT) Ohio Urban Transit Program (UTP) to provide resources for preventative maintenance of the Cincinnati Streetcar System;
2. The Director of Finance to deposit grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering (DOTE) project account no. 25UTP, "Urban Transit Program 2025".

UTP grants provide state operating assistance to urban transit systems to help maintain and improve public transportation services, promote mobility and access for Ohio residents, and ensure the efficient and equitable distribution of transit resources across the state.

The UTP grant does not require matching resources or new FTEs/full time equivalents.

Utilizing grant resources to perform preventative maintenance of the Cincinnati Streetcar System is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" as described on page 129 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the grant to comply with project timelines and promote the continued safety of the Cincinnati Streetcar System.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

IMD

- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $36,080 awarded through the Ohio Department of Transportation ("ODOT") Ohio Urban Transit Program ("UTP") to provide resources for preventative maintenance of the Cincinnati Streetcar System; **AUTHORIZING** the Director of Finance to deposit the UTP grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 25UTP, "Urban Transit Program 2025"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete this project.

WHEREAS, a grant of up to $36,080 is available from the Ohio Department of Transportation Ohio Urban Transit Program ("UTP") to fund preventative maintenance of the Cincinnati Streetcar System; and

WHEREAS, UTP grants provide state operating assistance to urban transit systems to help maintain and improve public transportation services, promote mobility and access for Ohio residents, and ensure the efficient and equitable distribution of transit resources across the state; and

WHEREAS, the City already applied for and was awarded the UTP grant, but no grant resources will be accepted without the approval of Council; and

WHEREAS, the UTP grant does not require matching resources, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, utilizing grant resources to perform preventative maintenance of the Cincinnati Streetcar System is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" as described on page 129 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept a grant of up to $36,080 awarded through the Ohio Department of Transportation ("ODOT") Ohio Urban Transit Program ("UTP") to provide resources for preventative maintenance of the Cincinnati Streetcar System.

Section 2. That the Director of Finance is authorized to deposit the UTP grant resources into General Government Grants Fund revenue account no. 404x8534, Department of Transportation and Engineering project account no. 25UTP, "Urban Transit Program 2025."

Section 3. That the City Manager is authorized to do all things necessary to cooperate with the Director of ODOT to complete this project.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the grant to comply with project timelines and promote the continued safety of the Cincinnati Streetcar System.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 8, 2025

To: Mayor and Members of City Council

202501852

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Parks: Park Board Commissioners' Fund Donation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation of $1,131,037 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary and benefits reimbursements, and other operational expenses; and **AUTHORIZING** the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund revenue account no. 430x8571.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a donation of $1,131,037 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary and benefits reimbursements, and other operational expenses. This Emergency Ordinance also authorizes the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund revenue account no. 430x8571.

Accepting this donation does not require matching resources or new FTEs/full time equivalents.

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

The reason for the emergency is the immediate need to provide resources for Parks Department operating expenses to avoid service delivery disruptions.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

JWF

- 2025

AUTHORIZING the City Manager to accept and appropriate a donation of $1,131,037 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary and benefits reimbursements, and other operational expenses; and **AUTHORIZING** the Director of Finance to deposit the funds into Parks Private Endowment and Donations Fund revenue account no. 430x8571.

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, accepting a donation of $1,131,037 from the Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary and benefits reimbursements, and provide resources for other operational expenses; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of $1,131,037 and requested the distribution of the resources from the Park Board Commissioners' Fund at its regularly scheduled meeting on August 21, 2025, but Council approval is required to accept and deposit the funds; and

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

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

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

Section 1. That the City Manager is authorized to accept and appropriate a donation of $1,131,037 from the Cincinnati Park Board Commissioners' Fund to provide resources for horticultural supplies, maintenance contracts, salary and benefits reimbursements, and other operational expenses.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Parks Private Endowment and Donations Fund revenue account no. 430x8571.

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 be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide resources for Parks Department operating expenses to avoid service delivery disruptions.

Passed: _____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

202501876

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Parks: Cincinnati Parks Foundation Annual Disbursement**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and deposit a donation of up to $112,233 from the Cincinnati Parks Foundation for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the City's parks; **AUTHORIZING** the Director of Finance to deposit up to $57,749 in donated resources into Park Donations and Special Activity Fund revenue account no. 326x8571; and **AUTHORIZING** the Director of Finance to deposit up to $54,484 in donated resources into Cincinnati Riverfront Park Fund revenue account no. 329x8571.

Approval of this Ordinance authorizes the City Manager to accept and deposit a donation of up to $112,233 from the Cincinnati Parks Foundation for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the City's parks. This Ordinance also authorizes the Director of Finance to deposit up to $57,749 in donated resources into Park Donations and Special Activity Fund revenue account no. 326x8571. Finally, this Ordinance authorizes the Director of Finance to deposit up to $54,484 in donated resources into Cincinnati Riverfront Park Fund revenue account no. 329x8571.

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

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 193-195 and 207-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the City Manager to accept and deposit a donation of up to $112,233 from the Cincinnati Parks Foundation for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the City's parks; **AUTHORIZING** the Director of Finance to deposit up to $57,749 in donated resources into Park Donations and Special Activity Fund revenue account no. 326x8571; and **AUTHORIZING** the Director of Finance to deposit up to $54,484 in donated resources into Cincinnati Riverfront Park Fund revenue account no. 329x8571.

WHEREAS, the Cincinnati Parks Foundation generously offered to donate up to $112,233 for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the City's parks; and

WHEREAS, the donation was accepted by the Cincinnati Park Board at its regular meeting on September 26, 2025, and an ordinance is required to accept and deposit these donated resources; and

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

WHEREAS, providing staffing, horticultural services, and maintenance for City parks 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 193-195 and 207-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and deposit a donation of up to $112,233 from the Cincinnati Parks Foundation for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the City's parks.

Section 2. That the Director of Finance is authorized to deposit up to $57,749 in donated resources into Park Donations and Special Activity Fund revenue account no. 326x8571.

Section 3. That the Director of Finance is authorized to deposit up to $54,484 in donated resources into Cincinnati Riverfront Park Fund revenue account no. 329x8571.

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

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4932-7859-5950, v. 5

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501879

Subject: **Ordinance – Parks: Board of Visitors Monetary Donation**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept a donation of up to $256,117.52 from the Greater Cincinnati Foundation Board of Visitors to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer Point; and **AUTHORIZING** the Director of Finance to deposit the donation into Sawyer Point Fund revenue account no. 318x8571.

Approval of this Ordinance authorizes the City Manager to accept a donation of up to $256,117.52 from the Greater Cincinnati Foundation Board of Visitors to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer Point. This Ordinance also authorizes the Director of Finance to deposit the donation into Sawyer Point Fund revenue account no. 318x8571.

This donation does not require matching resources, and there are no FTEs/full time equivalents associated with this donation.

Accepting donated resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer Point is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193-197 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the City Manager to accept a donation of up to $256,117.52 from the Greater Cincinnati Foundation Board of Visitors to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer Point; and **AUTHORIZING** the Director of Finance to deposit the donation into Sawyer Point Fund revenue account no. 318x8571.

WHEREAS, the Cincinnati Park Board voted to accept the donation of up to $256,117.52 from the Greater Cincinnati Foundation Board of Visitors at its regular meeting on September 26, 2025; however, no funds will be accepted without approval by Council; and

WHEREAS, this donation does not require matching resources, and there are no FTE/full time equivalents associated with this donation; and

WHEREAS, accepting donated resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer Point is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193-197 and 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept a donation of up to $256,117.52 from the Greater Cincinnati Foundation Board of Visitors to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, and other vital costs associated with running the Bicentennial Commons at Sawyer Point.

Section 2. That the Director of Finance is authorized to deposit the donation into Sawyer Point Fund revenue account no. 318x8571.

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

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

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501877

Subject: **Emergency Ordinance – Parks: Mid-Year Budget Adjustment**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer and appropriation of $256,117 from the unappropriated surplus of Sawyer Point Fund 318 to various personnel and non-personnel operating accounts, according to Section A of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities; and **AUTHORIZING** the transfer and appropriation of $55,080 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to various non-personnel operating accounts, according to Section B of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of $256,117 from the unappropriated surplus of Sawyer Point Fund 318 to various personnel and non-personnel operating accounts, according to Section A of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities. This Emergency Ordinance also authorizes the transfer and appropriation of $55,080 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to various non-personnel operating accounts, according to Section B of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities.

The Cincinnati Parks Department ("Parks") conducted a review of activities previously supported by Parks Private Endowment and Donations Fund 430 and determined that this continued support is not sustainable. Adjustments are required to better align expenses with appropriate sources. FY 2026 donations to the Sawyer Point Fund and the Cincinnati Riverfront Park Fund are sufficient to support these supplemental appropriations.

Realigning more appropriate sources with uses is in accordance with the "Sustain" goal to "[m]anage our financial resources" and strategy to "[s]pend public funds more strategically" as described in pages 199-204 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for ongoing Parks Department activities throughout the City's Parks.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the transfer and appropriation of $256,117 from the unappropriated surplus of Sawyer Point Fund 318 to various personnel and non-personnel operating accounts, according to Section A of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities; and **AUTHORIZING** the transfer and appropriation of $55,080 from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to various non-personnel operating accounts, according to Section B of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities.

WHEREAS, the Cincinnati Parks Department ("Parks") conducted a review of activities previously supported by the Parks Private Endowment and Donations Fund and determined that continued support from this source is not sustainable; and

WHEREAS, Parks determined that the adjustments contained in this ordinance are required to better align expenses with appropriate sources; and

WHEREAS, FY 2026 donations to the Sawyer Point Fund and the Cincinnati Riverfront Park Fund are sufficient to support these supplemental appropriations; and

WHEREAS, realigning proper sources with uses is in accordance with the "Sustain" goal to "[m]anage our financial resources" and strategy to "[s]pend public funds more strategically" as described in pages 199-204 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That $256,117 is transferred and appropriated from the unappropriated surplus of Sawyer Point Fund 318 to various personnel and non-personnel operating accounts, according to Section A of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities.

Section 2. That $55,080 is transferred and appropriated from the unappropriated surplus of Cincinnati Riverfront Park Fund 329 to various non-personnel operating accounts, according to Section B of the attached Schedule of Transfer, to realign sources with uses and provide for the continued operation of Parks Department activities.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for ongoing Parks Department activities throughout the City's Parks.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

FY 2026 MID-YEAR ADJUSTMENT SCHEDULE OF TRANSFER

Section A

Sawyer Point Fund 318

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount
SOURCE ACCOUNTS				
UNAPPROPRIATED SURPLUS	318			256,117
TOTAL FUND REDUCTIONS				**256,117**

INCREASES	Fund	Agency	Appropriation Unit	$ Amount
USE ACCOUNTS				
DEPARTMENT OF PARKS				
DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	318	202	7100	153,000
DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	318	202	7200	72,517
DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	318	202	7300	30,600
TOTAL FUND INCREASES				**256,117**

FY 2026 MID-YEAR ADJUSTMENT SCHEDULE OF TRANSFER

Section B

Cincinnati Riverfront Park Fund 329

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount
SOURCE ACCOUNTS				
UNAPPROPRIATED SURPLUS	329			55,080
TOTAL FUND REDUCTIONS				**55,080**

INCREASES	Fund	Agency	Appropriation Unit	$ Amount
USE ACCOUNTS				
DEPARTMENT OF PARKS				
DIVISION OF OPERATIONS AND FACILITY MANAGEMENT	329	202	7300	55,080
TOTAL FUND INCREASES				**55,080**

Interdepartment Correspondence Sheet

October 15, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501878

Subject: **Emergency Ordinance – OES: Moral Obligation Payment to Harris Distributing Co.**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** a payment of $3,186 to Harris Distributing Co. from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x5000x7419 as a moral obligation for outstanding charges related to the storage of recycling containers, solar panels, and bicycle racks from May to September 2025.

Approval of this Emergency Ordinance authorizes a payment of $3,186 to Harris Distributing Co. from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x5000x7419 as a moral obligation for outstanding charges related to the storage of recycling containers, solar panels, and bicycle racks from May to September 2025.

Harris Distributing Co. provided storage services to the City from May to September 2025, and monthly invoices to the City were misrouted. Outstanding invoices from Harris Distributing Co. from May to September 2025 totaled $3,186, and a moral obligation ordinance is required to authorize payment to the vendor.

OES encumbered resources for storage services anticipated from October 2025 to June 2026 by PDQ 104 68x008 to avoid this issue in the future.

Sufficient resources are available in OES General Fund non-personnel operating budget account no. 050x104x5000x7419 to pay Harris Distributing Co. for the services.

The reason for the emergency is the immediate need to pay Harris Distributing Co. in a timely manner for the outstanding charges for services provided to the City.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

AEP

- 2025

AUTHORIZING a payment of $3,186 to Harris Distributing Co. from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x5000x7419 as a moral obligation for outstanding charges related to the storage of recycling containers, solar panels, and bicycle racks from May to September 2025.

WHEREAS, Harris Distributing Co. provided storage services to the City from May to September 2025, and monthly invoices to the City were misrouted; and

WHEREAS, outstanding invoices from Harris Distributing Co. from May to September 2025 total $3,186, and a moral obligation ordinance is required to authorize payment to the vendor; and

WHEREAS, moving forward, the Office of Environment and Sustainability ("OES") has encumbered resources for storage services anticipated from October 2025 to June 2026 by PDQ 104 68x008; and

WHEREAS, sufficient resources are available in OES General Fund non-personnel operating budget account no. 050x104x5000x7419 to pay Harris Distributing Co. for the services; and

WHEREAS, Council desires to pay $3,186 to Harris Distributing Co. for services provided to OES; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay $3,186 to Harris Distributing Co. from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x5000x7419 as a moral obligation for outstanding charges related to the storage of recycling containers, solar panels, and bicycle racks from May to September 2025.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Harris Distributing Co. in a timely manner for the outstanding charges for services provided to the City.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 8, 2025

To: Mayor and Members of the City Council

202501858

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance - Commercial Waste Franchise Program - Exemptions Code Change**

Attached is an Ordinance captioned:

AMENDING Sections 730-1-C2, "Commercial Establishment," 730-1-C3, "Commercial Waste," and 730-5, "General Provisions," to clarify requirements for commercial waste haulers, by providing that asbestos waste, right-of-way waste, and waste generated by public school districts does not qualify as commercial waste, and further providing that commercial waste haulers serving buildings and grounds owned and operated by the City of Cincinnati require franchises.

cc: Oliver Kroner, Director, Office of Environment and Sustainability
John Brazina, Interim Assistant City Manager

MODIFYING Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code by **AMENDING** Sections 730-1-C2, "Commercial Establishment," 730-1-C3, "Commercial Waste," and 730-5, "General Provisions," to clarify requirements for commercial waste haulers, by providing that asbestos waste, right-of-way waste, and waste generated by public school districts does not qualify as commercial waste, and further providing that commercial waste haulers serving buildings and grounds owned and operated by the City of Cincinnati require franchises.

WHEREAS, Cincinnati Municipal Code Chapter 730, "Commercial Waste Franchises," governs the collection of commercial waste in the City of Cincinnati and requires the payment of franchise fees; and

WHEREAS, Council wishes to clarify that asbestos waste, right-of-way waste, and waste generated by public school districts does not qualify as commercial waste, and further wishes to clarify the need for commercial waste haulers servicing City buildings to obtain franchises; now, therefore,

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

Section 1. That existing Sections 730-1-C2, "Commercial Establishment," 730-1-C3, "Commercial Waste," and 730-5, "General Provisions," of Chapter 730, "Commercial Waste Franchises," of the Cincinnati Municipal Code are hereby amended to read as follows:

Sec. 730-1-C2. - Commercial Establishment.

"Commercial establishment" shall mean any building that does not constitute a dwelling. ~~"Commercial establishment" does not include any building owned or operated by the City of Cincinnati and used for the purpose of conducting City of Cincinnati operations.~~

Sec. 730-1-C3. – Commercial Waste.

"Commercial Waste" shall mean any of the following:

(a) All waste generated by a commercial establishment; or

(b) Construction and demolition debris generated in connection with:

(1) the construction, alteration, or demolition, in whole or in part, of a structure subject to regulation by the Ohio Building Code, including associated site improvements, utilities, and infrastructure; or

(2) the construction of a new structure subject to regulation by the Residential Code of Ohio, including associated site improvements, utilities, and infrastructure; or

(3) public infrastructure improvements.

"Commercial Waste" does not include:

(a) Infectious waste, asbestos abatement waste, or hazardous waste; ~~or~~

(b) Recyclable materials delivered to a legitimate recycling facility~~.~~; or

(c) Commercial waste or construction demolition debris generated by buildings or grounds, including public right-of-way, owned or operated by the City of Cincinnati or by a public school district located within the city limits of the city of Cincinnati.

Sec. 730-5. - General Provisions.

(a) It is unlawful for any person to commence or engage in the business of providing commercial waste collection service within the city without first obtaining a franchise and entering into a franchise agreement with the city. No person may obtain a license, permit, permission, or other approval from the city in furtherance of providing commercial waste collection service within the city without first obtaining a franchise and entering into a franchise agreement with the city. In addition, all persons providing services to the City of Cincinnati or a public school district that would be classified as a commercial waste collection service but for the provisions of Sec. 730-1-C3 must first obtain a franchise and enter into a franchise agreement with the city before providing such services.

(b) A franchise shall be awarded to a person only if that person completes an application for franchise or request for services and the person's application or request for services submittal is selected as one of the most advantageous to the city under Sec. 730-7 and the criteria specified in the application or request for services.

(c) Each franchisee shall comply with all laws of the city of Cincinnati, the state of Ohio, and the federal government. Each franchisee shall obtain and maintain all applicable licenses and permits required by federal, state, and local laws, rules, regulations, and orders of regulatory bodies.

(d) A franchisee shall not be relieved of its obligation to comply with all requirements of this chapter and the franchise agreement by failure of the city to enforce compliance with such requirements.

(e) The city reserves its right to grant franchises and similar rights to more than one (1) person.

(f) Each franchisee shall totally enclose or securely cover any commercial waste that the franchisee is transporting within the city. Each franchisee shall immediately clean up any commercial waste that the franchisee spills on public or private property in the city.

(g) A franchisee providing commercial waste collection services is not and shall not be deemed to be an agent or employee of the city. A franchisee shall be solely responsible for any losses or damages of any kind arising from its performance or nonperformance under its franchise. A franchisee shall indemnify, defend, and hold the city harmless against any and all claims and suits brought against the city resulting from the franchisee's performance or nonperformance under the franchise agreement.

(h) All of the commercial waste collected by franchisees in the city shall be delivered to a licensed municipal solid waste landfill facility, licensed sanitary landfill facility, licensed solid waste transfer facility, or a licensed construction and demolition debris facility. Recyclable material shall be delivered to a legitimate recycling facility.

(i) The execution of the franchise agreement and the issuance of a franchise and the renewal thereof is at the sole discretion of the city manager and shall not be construed as creating any vested rights in the franchisee. Each franchise is revocable in accordance with the terms of this chapter and the terms of the franchise agreement.

(j) A franchise may not be assigned or transferred to another person.

(k) A franchise authorizes a franchisee to provide commercial waste collection services in the city of Cincinnati.

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

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Additions indicated by underline; Deletions indicated by strikethrough.

Frost Brown Todd
ATTORNEYS

Donald L. Warner, III
Partner
513.651.6939 (t)
dwarner@fbtlaw.com

October 17, 2025

VIA HAND DELIVERY
Cincinnati City Council
Melissa Autry, Clerk of Council
801 Plum St., Room 308
Cincinnati, Ohio 45202

RE: Petition to establish the Convention District Community Authority as a new community authority and a new community district pursuant to Chapter 349 of the Ohio Revised Code

Dear Clerk Autry:

Enclosed please find the above-referenced petition (the "Petition") presented and filed collectively by the Port of Greater Cincinnati Development Authority, 3CDC Master Parking Commercial LLC, MCA Center LLC, Cincinnati Association for the Performing Arts, 641 Walnut LLC, 101 West Fifth LLC, Fourth and Race Development LLC, Fifth Third Bank, National Association, Fountain Place, LLC, 120 East Sixth, LLC, the Hamilton County Land Reutilization Corporation, Urban Legacy VIII, LLC, the City of Cincinnati, Ohio, and Cincinnati Hotel Owner (OH), LLC (collectively, the "Developers") to establish the Convention District Community Authority (the "Authority") pursuant to Ohio Revised Code Chapter 349. This Petition is being filed by the Developers with you, as Clerk of Council of the City Council (the "Council") of Cincinnati, Ohio, pursuant to Ohio Revised Code Section 349.03.

If the Council determines that the Petition is sufficient, a notice of public hearing must be published once each week for three consecutive weeks before the public hearing. Such public hearing must occur not less than thirty (30) days or more than forty-five (45) days from the date (today) that the Petition is filed with you, as the Clerk of Council, on behalf of the Council.

Please contact me if you have any questions or comments. Thank you for your assistance in this matter.

Sincerely,

FROST BROWN TODD LLP

Donald L. Warner, III

Enclosure

17OCT'25PM1:45
CLERK OF COUNCIL

PETITION FOR THE ORGANIZATION
OF A NEW COMMUNITY AUTHORITY

TO THE CITY COUNCIL OF CITY OF CINCINNATI, OHIO:

Pursuant to Chapter 349 of the Ohio Revised Code, the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, a port authority and a body corporate and politic organized and existing under the laws of the State of Ohio (as to PARCELS 1 and 2 as described in EXHIBIT A-2 attached hereto); 3CDC MASTER PARKING COMMERCIAL LLC, an Ohio limited liability company (as to PARCEL 3 as described in EXHIBIT A-2 attached hereto); MCA CENTER LLC, an Ohio limited liability company (as to PARCELS 4 and 5 as described in EXHIBIT A-2 attached hereto); the CINCINNATI ASSOCIATION FOR THE PERFORMING ARTS, an Ohio non-profit corporation (as to PARCEL 6 as described in EXHIBIT A-2 attached hereto); 641 WALNUT LLC, an Ohio limited liability company (as to PARCELS 7, 8, and 9 as described in EXHIBIT A-2 attached hereto); 101 WEST FIFTH LLC, an Ohio limited liability company (as to PARCEL 10 as described in EXHIBIT A-2 attached hereto); FOURTH AND RACE REDEVELOPMENT LLC, an Ohio nonprofit limited liability company (as to PARCEL 11 as described in EXHIBIT A-2 attached hereto); FIFTH THIRD BANK, NATIONAL ASSOCIATION (as to PARCEL 12 as described on Exhibit A-2); FOUNTAIN PLACE, LLC, an Ohio limited liability company (as to PARCELS 13 and 14 as described in EXHIBIT A-2 attached hereto); 120 EAST SIXTH, LLC, an Ohio limited liability company (as to PARCELS 15 and 16 as described in EXHIBIT A-2 attached hereto); the HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation (as to PARCEL 17 as described in EXHIBIT A-2 attached hereto); URBAN LEGACY VIII, LLC, an Ohio limited liability company (as to PARCEL 18 as described in EXHIBIT A-2 attached hereto); the CITY OF CINCINNATI, an Ohio municipal corporation (as to PARCELS 19 and 20 as described in EXHIBIT A-2 attached hereto), and CINCINNATI HOTEL OWNER (OH), LLC, a Delaware limited liability company (as to PARCEL 21 as described in EXHIBIT A-2 attached hereto) (each a "Developer" and, together the "Developers"), hereby submit this petition to the City Council of the City of Cincinnati, Ohio (the "City Council") for the organization of a new community authority (the "Authority") to be known as the Convention District Community Authority.

For purposes of the organization of the Authority, the Developers constitute a "developer" within the meaning of Section 349.01(E) of the Ohio Revised Code, and the City of Cincinnati, Ohio (the "City") is the only "proximate city" as that term is defined in Section 349.01(M) of the Ohio Revised Code. The Developers further state as follows in compliance with the requirements of Section 349.03 of the Ohio Revised Code:

1. The Authority is named the "Convention District Community Authority."

2. The principal office of the Authority shall be located at 1203 Walnut Street, Cincinnati, Ohio 45202, or such other location as may hereafter be determined by the Board of Trustees of the Authority.

3. Attached to this Petition as Exhibit A-l is a map of all the land comprising the new community district (the "District"), all of which land is located within the corporate boundaries of the City. Legal description(s) of all the parcel(s) in the District (collectively,

the "Property") are attached as Exhibit A-2. The properties highlighted in blue on Exhibit A-1 and described on Exhibit A-2 will be included in the District. The total acreage of the properties to be included in the District will be approximately 35 acres. The Developers own or control all such acreage to be included in the District within the meaning of Section 349.01(E) of the Ohio Revised Code.

4. The Developer's current plans for the development of the Property comply with the applicable zoning regulations set forth under Chapter 1411 of the City's Municipal Code, which govern the development of properties located in the Downtown Development district (DD). All of the Property is located in the DD zoning district. A certification of the existing zoning regulations applicable to the Property are attached to this Petition as Exhibit B.

5. Attached to this Petition as Exhibit C is a current plan indicating the proposed new community development program (the "Program") for the District; the land acquisition and land development activities; community facilities and services the Authority will undertake under such program; the proposed method of financing these activities through the issuance and sale of revenue bonds ("Revenue Bonds"), including a description of the bases, timing, and manner of collecting any proposed community development charges intended to support debt service payable on the Revenue Bonds (the "Community Development Charges"); and the projected total population of, and employment within, the new community.

6. Consistent with Section 349.04 of the Ohio Revised Code, the Board of Trustees ("Board of Trustees") governing the Authority should consist of seven (7) members: three (3) of those members to be citizen members appointed by the City Council of the City of Cincinnati; three (3) of those members to be appointed by the Developer; and one (1) of those members to be appointed by the City Council of the City of Cincinnati to serve as a representative of local government. None of the Board members appointed by the City may be employees of any of the Developers. The initial appointment of each member of the Board of Trustees, and any reappointment or appointment of successor members thereafter, shall be for the term established by the resolution to be adopted by the City Council of the City of Cincinnati pursuant to Section 349.04 of the Ohio Revised Code. As authorized by Section 349.04 of the Revised Code, the Trustees of the Authority will be appointed by this alternative method and shall not be elected.

7. Attached to this Petition as Exhibit D is a preliminary economic feasibility analysis, including the area development pattern and demand, location and proposed District size, present and future socio-economic conditions, public services provision, financial plan, and a statement of the Developers' management capability.

8. The development will comply with all applicable environmental laws and regulations.

9. The Authority may only be dissolved in accordance with a resolution passed by the Board of Trustees of the Authority and with the concurring approval of the City Council of the City of Cincinnati by resolution or ordinance. Unless otherwise agreed by

the obligees of the Authority, the Authority may not be dissolved so long as any bond, note or other legal indebtedness, including any Revenue Bond of the Authority or other third-party issuer remains outstanding.

10. Each of the undersigned Developer representatives hereby represents and warrants that he or she is duly authorized and empowered to execute and deliver this Petition on behalf of such entity to the City Council of the City of Cincinnati for its review and consideration.

Attached Exhibits A-1, A-2, B, C, and D are part of this Petition.

In consideration of the foregoing, the Developers hereby request that the City Council of the City of Cincinnati, as the "organizational board of commissioners" under Section 349.03 of the Ohio Revised Code, determine that this Petition complies as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code, and further requests that the City Council of the City of Cincinnati fix the time and place of a hearing on this Petition for the establishment of the Authority. Pursuant to Section 349.03(A) of the Ohio Revised Code, pending determination by the City Council of the City of Cincinnati that this Petition complies with Section 349.03 of the Ohio Revised Code, that hearing must be held not less than thirty (30) nor more than forty-five (45) days after the filing of this Petition with the Clerk of Council. This Petition may be executed in one or more counterparts, manually or by electronic signature, each of which shall be deemed as original for all purposes, and together shall constitute one and the same document.

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Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

IN WITNESS WHEREOF, the Developers have caused this Petition for Organization of a New Community Authority to be executed by their respective duly authorized representatives as of the day and year first above written.

DEVELOPERS:

120 EAST SIXTH, LLC,
an Ohio limited liability company

DocuSigned by:
By: Caitlin Felvus
C8B7F9372CE948A...
Name: Caitlin Felvus
Title: CLO & SVP, HR

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

MCA CENTER LLC, an Ohio limited liability company

Signed by:
By: Bobby Maly
4196EC3AF8F5423...
Name: Bobby Maly
Title: CEO

[Signature Page to Convention District NCA Petition – MCA Center, LLC]

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

641 WALNUT LLC, an Ohio limited liability company

DocuSigned by:
By: BOB DECK
Name: BOB DECK
Title: Managing Partner

CINCINNATI ASSOCIATION FOR THE PERFORMING ARTS, an Ohio non-profit corporation

By: _____
Name: Stephen A. Loftin
Title: President & CEO

[Signature Page to Convention District NCA Petition – Cincinnati Association for the Performing Arts]

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

HAMILTON COUNTY LAND REUTILIZATION CORPORATION,
an Ohio non-profit corporation

By: Port of Greater Cincinnati Development Authority, Management Company

By: DocuSigned by: Andrew Garth
Name: Andrew Garth
Title: EVP & General Counsel

[Signature Page to Convention District NCA Petition – Hamilton County Land Reutilization Corporation]

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

FOUNTAIN PLACE, LLC, an Ohio limited liability company

By: DocuSigned by: Caitlin Felvus
Name: Caitlin Felvus
Title: CLO & SVP, HR

[Signature Page to Convention District NCA Petition – Fountain Place, LLC]

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

FOURTH AND RACE REDEVELOPMENT, LLC, an Ohio nonprofit limited liability company

By: DocuSigned by: Caitlin Felvus
Name: Caitlin Felvus
Title: CLO & SVP, HR

[Signature Page to Convention District NCA Petition – Fourth and Race Redevelopment, LLC]

Docusign Envelope ID: 23050C6D-342E-4BB8-9AFA-A870912D2AFB

FIFTH THIRD BANK,
NATIONAL ASSOCIATION

DocuSigned by:

By: Thomas Neltner
A915DA3E42FD44D...

Name: Thomas Neltner

Title: Director of Enterprise Workplace Services

[Signature Page to Convention District NCA Petition – Fifth Third Bank, National Association]

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

URBAN LEGACY VIII, LLC, an Ohio limited liability company

By: DocuSigned by: Caitlin Felvus
Name: Caitlin Felvus
Title: CLO & SVP, HR

[Signature Page to Convention District NCA Petition – Urban Legacy VIII, LLC]

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

101 WEST FIFTH LLC, an Ohio limited liability company

By: DocuSigned by: Caitlin Felvus
Name: Caitlin Felvus
Title: CLO & SVP, HR

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, a port authority and a body corporate and politic organized and existing under the laws of the State of Ohio

DocuSigned by:
By: Andrew Garth
J350A42CC7A24DF...
Laura N. Brunner, President and CEO

[Signature Page to Convention District NCA Petition –
Port of Greater Cincinnati Development Authority]

THE CITY OF CINCINNATI, OHIO

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

Approved as to Form:

_____

_____

_____

[Signature Page to Convention District NCA Petition – City of Cincinnati]

Docusign Envelope ID: 5365AAEF-F44E-45A8-AF6A-CE420F39BF85

CINCINNATI HOTEL OWNER (OH), LLC,
a Delaware limited liability company

Signed by:
By: Jeff Greenway
Name: Jeff Greenway
Title: Authorized Signatory

Docusign Envelope ID: DA4DB11C-5DB7-40FC-A520-193E51750772

3CDC MASTER PARKING COMMERCIAL LLC, an Ohio limited liability company

By: DocuSigned by: Caitlin Felvus
Name: Caitlin Felvus
Title: CLO & SVP, HR

[Signature Page to Convention District NCA Petition –3CDC Master Parking Commercial LLC]

EXHIBIT A-1

MAP OF NEW COMMUNITY DISTRICT

The Parcels comprising the Property are highlighted in blue below.

Property	Parcel ID
1	014500020167, 014500020063, 014500020057
2	014500010316, 014500010102
3	014500020436
4	014500010458
5	014500010436
6	007700020350
7	007700020177
8	007700020309
9	008300010064
10	008300010163, 008300010416
11	007800010107
12	7800010133, 007800010134
13	007700020264, 007700020263
14	007700020296, 007700020299, 007700020297, 007700020298

EXHIBIT A-2

LEGAL DESCRIPTION OF
NEW COMMUNITY DISTRICT

PARCEL 1:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being all of In Lot 342 and a part of In Lot 341 by Israel Ludlow and Joel Williams as recorded in Deed Book E2, Pages 66 and 67 of the Hamilton County, Ohio Records and being more particularly described as follows:

Beginning at the Southeast corner of Fifth Street (66 foot right of way) and Plum Street (66 foot right of way); thence North 81 degrees 05 minutes 30 seconds East, along the South line of Fifth Street, a distance of 188.58 feet to the Southwest corner of Fifth Street and Home Street (20 foot right of way); thence South 9 degrees 06 minutes 10 seconds East, along the West line of Home Street, a distance of 121.88 feet; thence South 81 degrees 05 minutes 30 seconds West, parallel with the South line of Fifth Street, a distance of 188.85 feet to a point in the East line of Plum Street; thence North 8 degrees 58 minutes 30 seconds West, along the East line of Plum Street, a distance of 121.88 feet to the Southeast corner of Fifth Street and Plum Street and the place of beginning. Containing 23,000 square feet or 0.528 acres, more or less, and being part of the Perimeter Survey recorded in Plat Book 281, Page 99 of the Hamilton County, Ohio Plat Records. The above description is based on an actual field survey made by Thomas J. Howard, Ohio Registered Surveyor No. 5-005005 in October, 1989.

PPN: 145-0001-0316-00
Commonly known as 251 W. Fifth Street, Cincinnati, OH

PARCEL 2:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, being all of in Lots 339 and 340 and a part of in Lot 341 by Israel Ludlow and Joel Williams as recorded in Deed Book E2, Pages 66 and 67 of the Hamilton County, Ohio records and being more particularly described as follows:

Commencing at the Southeast corner of Fifth Street (66' Right of Way) and Plum Street (66' Right of Way); thence South 08° 58' 30" East, along the East line of Plum Street, a distance of 121.88 feet to the real place of beginning for the property herein described; thence North 81° 05' 30" East, parallel with the South line of Fifth Street, a distance of 188.85 feet to a point in the West line of Home Street (20' Right of Way); thence South 09° 06' 10" East, along the West line of Home Street, a distance of 276.21 feet to the Northwest corner of Home Street and Fourth Street (66' Right of Way); thence South 81° 14' 20" West, along the North line of Fourth Street, a distance of 189.47 feet to the Northeast corner of Fourth Street and Plum Street; thence North 08° 58' 30" West, along the East line of Plum Street a distance of 275.72 feet to the Place of Beginning.

PPN: 145-0001-0102-00

Commonly known as 240 W. Fourth Street, Cincinnati, OH

PARCEL 3:

145 Situate in Section 18, Town 4, Fractional Range 1, City of Cincinnati, County of Hamilton, State of Ohio, and being known, numbered and designated as Lot Number Two (2) of the Dunnhumby Centre Subdivision as recorded in Plat Book 437, Pages 24-32, of the Hamilton County Recorder's Office Records.

PPN: 145-0002-0435-00
Commonly known as 595 Race Street, Cincinnati, OH

PARCEL 4:

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 12 through 15 and part of Lot 11 of Hamilton County Subdivision as recorded in Deed Book V-2, Page 417, Hamilton County Recorder's Office, and also being part of In Lots 139 and 140 of the In Lots as recorded in Deed Book E-2, Pages 62 to 66, Hamilton County Recorder's Office and also being all of Tract B (a fee simple estate), all of Tract C (a fee simple estate) and all of Tract E (a fee simple estate) and also being part of Tract A (a fee simple estate) and part of Tract D (a fee simple estate) of Registered Land Certificate No. 78982 (City of Cincinnati) which is recorded in Hamilton County, Ohio Registered Land Records, and also being all of Traction Place (a 10 foot alley), and also being part of Mercantile Place (an 18 foot street), and being more particularly described as follows:

Beginning at the intersection of the south line of Fifth Street (a 130 foot street) and the west line of Traction Place (a 10 foot alley); thence North 81° 08' 30" East along the south line of Fifth Street 112.70 feet to the west line of Tract B-2, Parcel 2 (Federal Reserve Bank); thence South 9° 23' 30" East along the west line of Tract B-2, Parcel 2, and the west line of Tract B-2, Parcel 1 (Federal Reserve Bank) 334.83 feet to a point in the north line of Fourth Street (said point being 225.00 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence South 81° 04' 50" West along the north line of Fourth Street 172.52 feet to the east line of Walnut Street (a 66 foot street); thence North 9° 06' 00" West along the east line of Walnut Street 51.33 feet to the south line of the property presently owned by the Cincinnati College, an Ohio corporation, thence North 81° 04' 50" East along said south line and 51.33 feet north of and parallel to the north line of Fourth Street 100.95 feet to the west line of Tract C of Registered Land Certificate No. 78982; thence North 9° 08' 10" West along said west line 11.73 feet to the south line of Tract E of Registered Land Certificate No. 78982; thence South 81° 04' 50" West along said south line 0.73 feet to the west line of said Tract E; thence North 9° 08' 10" West along said west line 76.46 feet to the north line of said Tract E; thence North 81° 08' 20" East along said north line 10.00 feet to a point in the west line of Tract C of Registered Land Certificate No. 78982; thence North 9° 08' 10" West along said west line and the west line extended northwardly 75.17 feet to a point 15 feet north of the south line of Mercantile Place (an 18 foot street); thence South 81° 08' 30" West along a line 15 feet north of and parallel to the south line of Mercantile Place 51.99 feet to the west line of Traction Place; thence North 9° 06' 00" West along the west line of Traction Place 120.20 feet to the south line of Fifth Street and the Place of Beginning and

containing 33,378 square feet, more or less.

Included in the above described Tract are the following parcels of land registered under Registered Land Certificate Nos. 177272 and 177273:

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

Tract A:

Beginning at a point in the north line of Fourth Street (a 66 foot street) a distance of 225.22 feet - westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence North 16° 27' West a distance of 63.00 feet; thence South 74° West a distance of 11.72 feet; thence South 16° East a distance of 63.00 feet to the north line of Fourth Street; thence North 74° East along the north line of Fourth Street a distance of 12.24 feet to the Place of Beginning.

Tract B:

Beginning at a point in the north line of Fourth Street (a 66 foot street) a distance of 237.46 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence North 16° West a distance of 63.00 feet; thence South 74° West a distance of 21.50 feet; thence South 16° East a distance of 63.00 feet to the north line of Fourth Street; thence North 74° East along the north line of Fourth Street a distance of 21.50 feet to the Place of Beginning.

Tract C:

Beginning at a point in the North line of Fourth Street (a 66 foot street) a distance of 258.96 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence North 16° 00' a distance of 90 feet; thence North 74° East a distance of 7.14 feet; thence 16° West a distance of 26.31 feet; thence South 74° West a distance of 23.86 feet; thence North 16° West a distance of 83.19 feet to the north line of said Registered Land; thence South 74° 03' 30" West along the north line of said Registered Land, a distance of 12.55 feet; thence South 16° 13' East a distance of 136.45 feet; thence South 74° West a distance of 9.27 feet; thence South 16° 13' East a distance of 63.06 feet to a point in the north line of Fourth Street and thence North 74° East along the north line of Fourth Street, a distance of 37.79 feet to the Place of Beginning.

Tract D:

From a point in the north line of Fourth Street (a 66 foot street) which is 258.96 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); measure North 16° West a distance of 63.00 feet to the Place of Beginning; thence North 74° East a distance of 33.22 feet; thence North 16° 28' 20" West a distance of 136.46 feet to the north line of said Registered Land; thence South 74° 03' 30" West along the north line of said Registered Land a distance of 48.82 feet; thence South 16° East a distance of 83.19 feet; thence North 74° East a distance of 23.86 feet; thence South 16° East a distance of 26.31 feet; thence South 74° West a distance of 7.14 feet; thence South 16° East a distance of 27.00 feet to the Place of Beginning.

Tract E:

From a point in the north line of Fourth Street (a 66 foot street) which is South 74° West a distance of 296.75 feet from the northwest corner of Fourth Street and Main Street (a 66 foot street); measure North 16° 13' West a distance of 63.06 feet to the Place of Beginning; thence North 74° East a distance of 9.27 feet; thence North 16° 13' West a distance of 76.45 feet; thence South 74° 03' 30" West a distance of 10 feet; thence South 16° 13' East a distance of 76.46 feet; thence North 74° East a distance of 0.73 feet to the Place of Beginning.

PPN: 083-0001-0416-00
Commonly known as 115 E. Fifth Street, Cincinnati, OH

PARCEL 5:

Situate in Section 18, Town 4, Fractional Range 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, Ohio, being part of In Lots 139 and 140 of said city and being more particularly described as follows:

Beginning at a point in the east line of Walnut Street (a 66 foot street) which is North 16° 11' West, 51.33 feet from the north line of Fourth Street (a 66 foot street); thence North 16° 11' West, along the east line of Walnut Street, 148.47 feet to the south line of Mercantile Place; thence North 74° 03' 30" East, along the south line of Mercantile Place, 110.13 feet to the westerly line of the land described in Registered Land Certificate of Title 62144; thence along the westerly line of said Registered Land, South 16° 13' East 60.17 feet, South 74° 03' 30" West 10 feet, South 16° 13' East 76.46 feet, North 74° 00' East 0.73 feet and South 16° 13' East 11.73 feet; and thence South 74° 00' West 100.95 feet to the place of beginning. Being the same premises described in Registered Land Certificate of Title No. 170856.

PPN: 083-0001-0163-00
Commonly known as 414 Walnut Street, Cincinnati, OH

PARCEL 6:

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

Beginning at the point of intersection of the northerly right of way line of Sixth Street and the westerly right of way line of Dodson Alley; thence S 73° 22' 40" W along the northerly right of way line of Sixth Street a distance of 48.69 feet to a point; thence N 16° 36' 00" W along the easterly face of a proposed planter wall and along said face extended a distance of 89.77 feet to a point; thence N 73° 24' 00" E a distance of 10.28 feet to a point; thence N 16° 36' 00" W a distance of 9.33 feet to a point in the southerly building line of the Stanley J. Aronoff Center for the Performing Arts (formerly known as the Ohio Center For The Arts) building; thence N 73° 24' 00" E along said southerly building line a distance of 38.05 feet to a point in the westerly right of way line extended of Dodson Alley; thence S 16° 48' 31" E along said westerly right of way line and

along said line extended a distance of 99.08 feet to the point of beginning. The above described tract of land contains 4,711 square feet, more or less. Bearings are based upon a plat of survey by the City of Cincinnati Department of Public Works, Division of Engineering, as recorded in Plat Book 317, Page 31, Hamilton County, Ohio Recorder's Office. This legal description was prepared by Balke Engineers under the direction of Joseph D. Kuhlmann, Ohio Registered Surveyor No. 6823.

PPN: 078-0001-0107-00
Commonly known as 600 Walnut Street, Cincinnati, OH

PARCEL 7:

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and being part of Lot No. 7, Square 2, of John A. Gano's Subdivision, plat of which subdivision is recorded in Deed Book "M" 1, Page 689 of the Official Records of the Hamilton County, Ohio Recorder and being Unit B of 641 Walnut Condominium for which the 641 Walnut Condominium Declaration of Ownership ("Declaration") is recorded at Official Record 11437, Page 617 of the Official Records of the Hamilton County, Ohio Recorder, for which the 641 Walnut Condominium plat is recorded in Plat Book 425, Pages 41 and 42 of the Official Records of the Hamilton County, Ohio Recorder, and together with the percent of undivided interest of the condominium appurtenant to the Unit B as set forth in the Declaration.

PPN: 077-0002-0298-00
Commonly known as 641 Walnut Street, Unit B, Cincinnati, OH

PARCEL 8:

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and being part of Lot No. 7, Square 2, of John A. Gano's Subdivision, plat of which subdivision is recorded in Deed Book "M" 1, Page 689 of the Official Records of the Hamilton County, Ohio Recorder and being Unit A of 641 Walnut Condominium for which the 641 Walnut Condominium Declaration of Ownership ("Declaration") is recorded at Official Record 11437, Page 617 of the Official Records of the Hamilton County, Ohio Recorder, for which the 641 Walnut Condominium plat is recorded in Plat Book 425, Pages 41 and 42 of the Official Records of the Hamilton County, Ohio Recorder, and together with the percent of undivided interest of the condominium appurtenant to the Unit A as set forth in the Declaration.

PPN: 077-0002-0297-00
Commonly known as 641 Walnut Street, Unit A, Cincinnati, OH

PARCEL 9:

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, and being part of Lot No. 7, Square 2, of John A. Gano's Subdivision, plat of which subdivision is recorded in Deed Book "M" 1, Page 689 of the Official Records of the Hamilton County, Ohio Recorder and being Unit C of 641 Walnut Condominium for which the 641 Walnut Condominium Declaration of

Ownership ("Declaration") is recorded at Official Record 11437, Page 617 of the Official Records of the Hamilton County, Ohio Recorder, for which the 641 Walnut Condominium plat is recorded in Plat Book 425, Pages 41 and 42 of the Official Records of the Hamilton County, Ohio Recorder, and together with the percent of undivided interest of the condominium appurtenant to the Unit C as set forth in the Declaration.

PPN: 077-0002-0299-00
Commonly known as 641 Walnut Street, Unit C, Cincinnati, OH

PARCEL 10:

Situate In the Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being parts of the property conveyed to the City of Cincinnati by instruments recorded in Deed Book 3367, Pg. 526, Deed Book 3371, Pg. 866, Deed Book 3389, Pg. 230, Deed Book 3410, Pg. 458, Deed Book 3415, Pg. 133, Deed Book 3420, Pg. 696, Deed Book 3433, Pg. 508, Deed Book 3433, Pg. 519, and Deed Book 3456, Pg. 875 and being parts of Inlots 265, 266, and 267 by Israel Ludlow and Joel Williams recorded in Deed Book E2, Pg. 66, and being the same "Parcel 2" of a Consolidation Plat recorded in Plat Book 252, Pg. 65, and being more particularly described as follows:

Beginning at the northeast corner of said "Parcel 2", said point being the intersection of the southerly right of way of 5th Avenue and the westerly right of way of Race Street, thence, along the westerly right of way of Race Street and along the east line of said "Parcel 2", S 08° 58' 50" E a distance of 234.36 feet to the southeast corner of said "Parcel 2" and the northeast corner of a parcel "D-1" of a survey recorded in Plat Book 232, Pg. 72;

Thence, along the south line of said "Parcel 2" and along the north line of said parcel "D-1", S 81° 11' 00" W a distance of 196.92 feet to the southwest corner of said "Parcel 2" and the southeast corner of "Parcel 1" of a Consolidation Plat recorded in Plat Book 252, Pg. 65, and a point in the north line of said parcel "D-1";

Thence, along the west line of said "Parcel 2" and along the east line of said "Parcel 1", N 08° 45' 20" W a distance of 234.57 feet to the northwest corner of said "Parcel 2" and the northeast corner of said "Parcel 1", and a point in the south right of way of 5th Avenue;

Thence, along the north line of said "Parcel 2" and along the south right of way of 5th Avenue, N 81° 14' 40" E a distance of 196.00 feet to the Point of Beginning. Containing 46,063 Sq. Ft., 1.0575 Acres, more or less, as calculated from records. This description, prepared by Baumann Land Survey, Inc., is based on Plat Book 252, Pg. 65 and is not based on a field survey. Bearings based on O.R. 11484, Pg. 65.

PPN: 145-0001-0215-00; 145-0001-A215-00; 145-0001-B215-00
Commonly known as 101 West Fifth Street, Cincinnati, OH

PARCEL 11:

Situate in Section 18, Town 4, Fractional Range 1, BTM, City of Cincinnati, Hamilton County, Ohio, and being all of Lot 1 of the 4th and Race Redevelopment Subdivision as set forth on the record plat filed on September 13, 2018, and recorded in Plat Book 468, Pages 1 through 9, of the Hamilton County, Ohio Recorder's Records.

PPN: 145-0001-0435-00
Commonly known as 118 W. Fourth Street, Cincinnati, Ohio

PARCEL 12:

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being part of Inlots 168 through 171 and 194 through 196 of the Inlots as recorded in Deed Book E. 2, pages 62 to 66, Hamilton County Recorder's Office and also being part of Lots 4 and 5, of William's Subdivision by Sheriff, no plat of which is recorded, and also being part of Registered Land Certificates Nos. 44996 (formerly owned by the Emery Realty, Inc.); and 55069 (City of Cincinnati) and all of Registered Land No. 39328 (formerly owned by the Song Shop, Incorporated), all of which are recorded in the Hamilton County, Ohio Registered Land Records and also being the narrowed portion of Fifth Street and also being part of Carew Place, Hatters Alley and Thorp Alley, as vacated, and being more particularly described as follows:

From the intersection of the south line of Sixth Street (a 66 foot street) and the east line of Vine Street (a 66 foot street) measure along the east line of Vine Street South 9° 01' 20" East, 12.00 feet; thence measure along a line parallel and 12.00 feet South of the South line of Sixth Street North 81° 04' 20" East, 12.00 feet to the Place of Beginning; thence continuing along a line parallel and 12.00 feet South of the South line of Sixth Street North 81° 04' 20" East, 374.79 feet to a point in a line 12.00 feet West of and parallel with the West line of Walnut Street (a 66 foot street) thence along a line parallel and 12.00 feet West of the West line of Walnut Street South 9° 08‘ 10" East, 21.34 feet to the North line of Registered Land Certificate of Title No. 44996 (formerly owned by The Emery Realty Inc.) of the Hamilton County, Ohio Registered Land Records; thence South 81° 01' 50" West (South 74° 10' West Registered Land) along the north line of said Registered Land 87.82 feet to the northwest corner of said Registered Land; thence South 9° 05' 35" East (South 15° 57' 25" East Registered Land) along the West line of said Registered Land 66.67 feet to the southwest corner of said Registered Land; thence North 81° 01' 50" East (North 74° 10‘ East Registered Land) along the South line of said Registered Land 87.87 feet to a point in a line 12 feet West of and parallel to the said West line of Walnut Street; thence South 9° 08' 10" East along a line 12 feet West of and parallel to the said West line of Walnut Street 299.59 feet to the North line of Fifth Street (a 140.76 foot street); thence South 81° 10' 30" West along the said North line of Fifth Street 68.15 feet to the Southeast corner of Registered Land Certificate of Title No. 39328 (formerly owned by the Song Shop, Incorporated) of the Hamilton County, Ohio Registered Land Records; thence North 8° 49' 05" West (North 15° 45' 35" West Registered Land) along the east line of said Registered Land 100.10 feet to the South line of Hatters Alley as Vacated; thence South 81° 10' 30" West (South 74° 14' West Registered Land) along the said South line of Hatters Alley 28.38 feet to a point in the west line of said Registered Land; thence South 9° 03' 30" East (South

16° 0' East Registered Land) along the said West line of Registered Land 100.10 feet to the said North line of Fifth Street; thence South 81° 10' 30" West along the said North line of Fifth Street 45.95 feet; thence North 9° 01' 20" West, 176.01 feet; thence South 80° 58' 40" West, 233.50 feet to a point in a line 12.00 feet East of and parallel with the East line of Vine Street (a 66 foot street); thence along a line parallel and 12.00 feet East of the East line of Vine Street North 9° 01' 20" West, 25.22 feet to a point in the South line of Registered Land Certificate of Title No. 55069 (City of Cincinnati) of the Hamilton County, Ohio Registered Land Records; thence North 81° 05' 40" East, (North 74° 07' East Registered Land) along the said South line of Registered Land 88.00 feet to the Southeast corner of said Registered Land; thence North 9° 01' 20" West (North 16° 0' West Registered Land) along the east line of said Registered Land 24.79 feet to the northeast corner of said Registered Land; thence South 81° 05' 40" West (South 74° 07' West Registered Land) along the north line of said Registered Land 88.00 feet to a point in a line 12.00 feet East of and parallel with the said East line of Vine Street; thence along a line parallel and 12.00 feet east of the east line of Vine Street North 9° 01' 20" West, 161.71 feet to the Place of Beginning and containing 93,428 square feet, more or less.

REGISTERED LAND:

Beginning at a point in the northerly line of Fifth Street (a 140.76 foot street), South 74° 14' West (South 81° 10' 30" West - C.B.D.), 80.15 feet from the intersection of the northerly line of said Fifth Street and the westerly line of Walnut Street (a 66 foot street); thence South 74° 14' West (South 81° 10' 30" West - C.B.D.) along the said northerly line of Fifth Street, 27.96 feet; thence North 16° 00' West (North 9° 3' 30" West - C.B.D.), 100.10 feet to a point in the southerly line of Hatters Alley, as vacated; thence North 74° 14' East (North 81° 10' 30" East - C.B.D.) along the said southerly line of Hatters Alley, 28.38 feet; thence South 15° 45' 35" East (South 8° 49' 05" East - C.B.D.) 100.10 feet to the Place of Beginning and containing 2,820 square feet, more or less.

PART OF REGISTERED LAND CERTIFICATE OF TITLE NO. 59030

From the intersection of the West line of Walnut Street (a 66 foot street) and the South line of Sixth Street (a 66 foot street) measure South 16° 0' East (South 9° 08' 10" East - C.B.D.) along the said West line of Walnut Street 99.97 feet to the Southeast corner of said Registered Land Certificate of Title No. 59030; thence measure South 74° 10' West (South 81° 01' 50" West - C.B.D.), 12.00 feet to the Place of Beginning; thence continuing South 74° 10' West (South 81° 01' 50" West - C.B.D.) 87.87 feet; thence North 15° 57' 25" West (North 9° 05' 35" West - C.B.D.), 66.67 feet; thence North 74° 10' East (North 81° 01' 50" East - C.B.D.), 87.82 feet to a point in a line 12.00 feet West of and parallel to said West line of Walnut Street; thence South 16° 00' East (South 9° 08' 10" East - C.B.D.) along a line 12.00 feet West of and parallel to said West line of Walnut Street, 66.67 feet to the Place of Beginning. Containing 5,855 square feet, more or less.

PART OF REGISTERED LAND CERTIFICATE OF TITLE NO. 55069

From the intersection of the East line of Vine Street (a 66 foot street) and the North line of Fifth Street (a 140.76 foot street) measure North 16° 0' West (North 9° 01' 20" West - C.B.D.) along the said East line of Vine Street 225.13 feet to the northwest corner of said Registered Land Certificate

of Title No. 55069; thence measure North 74° 07' East (North 81° 05' 40" East - C.B.D.) along the said North line of Registered Land, 12.00 feet for the Place of Beginning; thence continuing North 74° 07' East (North 81° 05' 40" East - C.B.D.) 88.00 feet; thence South 16° 0' East (South 9° 01' 20" East - C.B.D.) parallel with said Vine Street 24.79 feet; thence South 74° 07' West (South 81° 05' 40" West - C.B.D.) 88.00 feet to a point in a line 12.00 feet East of and parallel to Vine Street; thence North 16° 00' West (North 9° 01' 20" West - C.B.D.) along a line 12.00 feet east of and parallel to Vine Street; 24.79 feet to the Place of Beginning. Containing 2,182 square feet, more or less.

NARROWED PORTION OF FIFTH STREET

From the intersection of the northerly line of Fifth Street (a 140.76 foot street) and the westerly line of Walnut Street (a 66 foot street) measure South 81° 10' 30" West along the said North line of Fifth Street 12.00 feet for the Place of Beginning; thence South 9° 08' 10" East along a line 12.00 feet West of and parallel to the extension of the said West line of Walnut Street 15.76 feet; thence South 81° 10' 30" West along a line 15.76 feet South of and parallel to the North line of said Fifth Street 142.09 feet; thence North 9° 01' 20" West, 15.76 feet to a point in the North line of Fifth Street; thence North 81° 10' 30" East along the said North line of Fifth Street 142.06 feet to the Place of Beginning and containing 2,240 square feet, more or less.

PPN: 077-0002-0177-00 (177, 178, 203, 205, 218 thru 224, 227 & 244 Cons.)
Commonly known as 511 Walnut Street, Cincinnati, OH

PARCEL 13:

Situated in Section 18, Fractional Range 1, Town 4, in the City of Cincinnati, Cincinnati Township, Hamilton County, Ohio, and being all of Lot 3 of the Foundry Subdivision as set forth on the Record Plat filed in Plat Book 488, Pages 27-39, of the Hamilton County Recorder's Records.

PPN: 077-0002-0350-00
Commonly known as 50 W. Fifth Street (Lot 3), Cincinnati, OH

PARCEL 14:

Situated in Section 18, Fractional Range 1, Town 4, in the City of Cincinnati, Cincinnati Township, Hamilton County, Ohio, and being all of Lot 2 of the Foundry Subdivision as set forth on the Record Plat filed in Plat Book 488, Pages 27-39, of the Hamilton County Recorder's Records.

PPN: 077-0002-0349-00
Commonly known as 50 W. Fifth Street (Lot 2), Cincinnati, OH

PARCEL 15:

Situate in the City of Cincinnati, Hamilton County, Ohio, and being all of Unit A of Gano Condominium, as recorded in Plat Book 494, Pages 76-78 of the Records of Hamilton County, Ohio. The Declaration for Gano Condominium is recorded at Official Record Volume 14787, Page

2340 of the Records of Hamilton County, Ohio, as may be amended, together with the percentage of ownership in the Common Elements declared by the Declaration to be an appurtenance to the above Unit as the Declaration may be amended from time to time, which percentage interest shall automatically change in accordance with the amended Declarations as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Elements described in such amended Declarations, and shall be deemed to have been conveyed effective on the Recording of each such amended Declaration as though conveyed hereby.

PPN: 078-0001-0133-00
Commonly known as 114 E. Sixth Street, Unit A, Cincinnati, OH

PARCEL 16:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, Lot 13 of John S. Gano's Subdivision on the Northwest corner of Sixth Street and St. Clair Alley, fronting 30 feet on Sixth Street and extending back the same width along St. Clair Alley 90 feet to an alley.

PPN: 078-0001-0047-00
Commonly known as 122 E. Sixth Street, Cincinnati, OH

PARCEL 17:

Situate in the City of Cincinnati, Hamilton County, Ohio, and being all of Unit B of Gano Condominium, as recorded in Plat Book 494, Pages 76-78 of the Records of Hamilton County, Ohio. The Declaration for Gano Condominium is recorded at Official Record Volume 14787, Page 2340 of the Records of Hamilton County, Ohio, as may be amended, together with the percentage of ownership in the Common Elements declared by the Declaration to be an appurtenance to the above Unit as the Declaration may be amended from time to time, which percentage interest shall automatically change in accordance with the amended Declarations as the same are filed of record pursuant to said Declaration. Said percentage interest shall attach to the additional Common Elements described in such amended Declarations, and shall be deemed to have been conveyed effective on the Recording of each such amended Declaration as though conveyed hereby.

PPN: 078-0001-0134-00
Commonly known as 114 E. Sixth Street, Unit B, Cincinnati, OH

PARCEL 18:

TRACT I:
Located in the City of Cincinnati, Hamilton County, Ohio, this parcel lies on the west side of Walnut Street, just below Seventh Street. It comprises 22 feet and 8 inches from the southern portion of Lot 6 in John S. Gano's Subdivision, as recorded in Deed Book M-1, Page 689. The lot extends westward approximately 94 feet between parallel lines.

TRACT II:
Situated in the City of Cincinnati, Hamilton County, Ohio, this tract includes portions of Lots 5,

10, and 15 in Square 2 of John S. Gano's Subdivision (Deed Book M, Page 689). Beginning at the northwest corner of Walnut Street and Gano Alley, the boundary runs:

North along Walnut Street for 26 feet and ¾ inch,
West, parallel to Gano Alley, for 104 feet and 8 inches to a point 10 feet west of Lot 10's eastern boundary,
North, parallel to Lot 10's east line, for 9 feet and 4 inches,
West, parallel to Gano Alley, for 48 feet and 5½ inches to a point 3 feet and 6 inches east of a brick party wall's center,
South, parallel to the party wall's center, for 35 feet and 4¾ inches to Gano Alley's north line,
East along Gano Alley's north line for 153 feet and 3 inches to the starting point.

TRACT III:
Located in the City of Cincinnati, Hamilton County, Ohio, within John S. Gano's Subdivision between Walnut and Vine Streets (recorded in Book M-1, Page 689). Starting at the southwest corner of Lot 15 (also the northeast corner of Lodge Alley and Gano Street), the boundary runs:

East along Gano Street for approximately 31 feet and 6 inches to the center of a three-story brick building's partition wall, North along the partition wall's center line for 47 feet, West, parallel to Gano Street, for approximately 31 feet and 6 inches to Lodge Alley's east line,
South along Lodge Alley's east line for 47 feet to the point of origin.
This property is known as the northeast corner of Lodge Alley and Gano Street.
TRACT IV:
Located in Cincinnati, Hamilton County, Ohio, this tract includes parts of Lots 10 and 15 from John S. Gano's Subdivision (Book M, Page 689). Beginning at Lot 10's southeast corner:

North along Lot 10's east line for 26.07 feet to the starting point,
Continuing north along the same line for 21 feet,
West, parallel to Gano Street's north line, for 62 feet and 6 inches to the northeast corner of an 18-inch-wide strip conveyed by Abraham Babinger to John Postel (Book 202, Page 20),
South along a party wall for 47 feet to Gano Street's north line,
East along Gano Street's north line for 3 feet and 6 inches from the party wall's center,
North, parallel to the party wall's center line, for 35.40 feet,
East, parallel to Gano Street's north line, for 48.41 feet,
South, parallel to Lot 10's east line, for 9.33 feet,
East, parallel to Gano Street, for 10 feet to the point of beginning.
This property is known as the rear of 629 Walnut Street.
TRACT V:
Located in Cincinnati, Hamilton County, Ohio, this parcel lies on the west side of Walnut Street between Sixth and Seventh Streets. It fronts 21 feet on Walnut Street and extends westward for 94 feet. Boundaries are:

East: Walnut Street,
North: Formerly owned by Eleanor Douglas,
West: A line 94 feet west of Walnut Street, parallel to it,
South: Formerly owned by William Teasdale (deceased).

This is the northern portion of Lot 5 in John S. Gano's Subdivision.
Parcel Number: 077-0002-0142-00 (including parcels 142, 143, 144, 149, 150, and 151 consolidated)
Common Address: 625 Walnut Street, Cincinnati, OH

PARCEL 19:
Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the intersection of the original east right of way line of Vine Street with the original south right of way line of Sixth Street; Thence along said east line of Vine Street, South 09°01'20" West, 223.72 feet; Thence leaving said east line North 80°58'40" East, 12.00 feet to the southwest corner of lands conveyed to Fifth Third Bank in Official Record 11619, Page 875 of the Hamilton County Recorder's Office in the current ease line of Vine Street and recited in City Ordinance 155-1967 (unrecorded) and the POINT OF BEGINNING;

Thence along the south line of Fifth Third, North 80 58'40" East, 89.26 feet to a point witnessed by a set iron pin at South 09° 07'03" East, 3.00 feet;

Thence leaving said south line a new division line, South 09°07'03" East, 43.39 feet to a set cross notch AND South 81°16'57 West, 89.33 feet to a set cross notch in the aforementioned current east line of Vine Street;

Thence along said east line, North 09°01'20" West, 42.92 feet to the POINT OF BEGINNING.

Common Address: 3CDC Via Vite Vine Street
PPN: 077-0002-0309-00

PARCEL 20:

Parcel 1
Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio, and being more particularly described as follows:
Beginning at a set CN at the intersection of the West line of Elm Street and the North line of Fifth Street, measure with said Fifth Street South 80°20'59" West, 211.43 feet to a set CN;
thence South 30°04'02" West, 182.42 feet to a set CN;
thence South 80°04'37" West, 172.33 feet to a set CN;
thence North 09°55'23" West, 1.62 feet to a set PK nail;
thence South 80°17'59" West, 271.33 feet to a set CN at the intersection of said Fifth Street and the East line of Central Avenue;
thence with said Central Avenue North 09°47'31" West, 432.61 feet to a set PK nail at the intersection of said Central Avenue and the South line of Sixth Street;
thence with said Sixth Street North 80°04'37" East, 419.61 feet to a point;
thence North 79°48'15" East, 189.99 feet to a point;
thence North 80°04'02" East, 226.90 feet to a set PK nail in the West line of said Elm Street;
thence with said Elm Street South 09°55'31" East, 437.21 feet to the Place of Beginning.

Containing 364,147 square feet of land more or less (8.360 acres).
Bearings are based on Ohio State Plane Coordinate System.

Parcel 2
Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio, and being more particularly described as follows:
Beginning at a set PK at the intersection of the East line of Central Avenue and the South line of Sixth Street, measure with said Sixth Street North 80°04'37" East, 210.28 feet to a set CN;
thence South 09°55'23" East, 7.14 feet to a set CN;
thence South 80°24'59" West, 210.29 feet to a set PK in said East line of Central Avenue;
thence North 09°47'31" West, 5.89 feet to the Place of Beginning.
Containing 1,370 square feet of land more or less.
Bearings are based on Ohio State Plane Coordinate System.

Parcel 3
Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio, and being more particularly described as follows:
Beginning at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Sixth Street South 80°04'02" West, 226.90 feet to a set CN being the Place of Beginning;
thence South 09°55'58" East, 10.41 feet to a set CN;
thence South 80°24'59" West, 190.00 feet to a set CN;
thence North 09°55'23" West, 8.38 feet to a set PK in said South line of Sixth Street;
thence North 79°48'15" East, 189.99 feet to the Place of Beginning.
Containing 1,785 square feet of land more or less.
Bearings are based on Ohio State Plane Coordinate System.

Parcel 4
Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio, and being more particularly described as follows:
Beginning at a set PK at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Elm Street South 09°55'31" East, 11.79 feet to a set CN;
thence South 80°24'59" West, 42.89 feet to a point;
thence North 09°55'58" West, 11.53 feet to a set CN in said South line of Sixth Street;
thence North 80°04'02" East, 42.90 feet to the Place of Beginning.
Containing 500 square feet of land more or less.
Bearings are based on Ohio State Plane Coordinate System.

Common Address: 525 Elm Street
PPN: 145-0002-0057-00;145-0002-0063-90; 145-0002-0414-00; 145-0002-0167-00

PARCEL 21:

Leasehold Parcel I:

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio, and being all that part

of the following described tract located above 541.67 feet above sea level as ascertained by the City of Cincinnati datum plane:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio, and being all of in Lot 191and part of in Lots 165, 166, 167, 190, and 192 as recorded in Deed Book "E-2", Pages 62- 66, Hamilton County, Recorder's Office, and also being all of Lots 1 and 2 and part of Postal Place as vacated by Ordinance No. 326-1977, of G.W. Jones' Subdivision as recorded in Deed Book 101, Page 304, Hamilton County, Ohio Recorder's Office, and more particularly described as follows:

Beginning at the point of intersection of the South line of Fifth Street and the East line of Vine Street; thence South 9° 10'30" East along the East line of Vine Street 195.42 feet to its point of intersection with the North line of Honing Alley;

Thence North 81° 10' 30" East along the North line of Honing Alley and said North line produced 208.61 feet to a point on the east line of Postal Place;

Thence South 9° 06' 30" East along the East line of Postal Place 29.67 feet to a point in the North line of R. A. Skilken's property as recorded in Certificate No. 68857 of the Hamilton County, Ohio Registered Land Records;

Thence North 81° 05' 45" East along the North line of said registered land 60.27 feet to a point;

Thence North 8° 49' 30" West 225.00 feet to a point in the South line of Fifth Street;

Thence South 81° 10' 30" West along the South line of Fifth Street 270.22 feet to the Point of Beginning, containing 54,473square feet.

Being the same premises as conveyed to Host Cincinnati Hotel LLC, a Delaware limited liability company, by way of Amended and Restated Lease Agreement dated April 1, 2024 for an initial term through December 31, 2094 with up to three (3) renewal periods of ten (10) years each, by and between City of Cincinnati, an Ohio municipal corporation and Host Cincinnati Hotel LLC, a Delaware limited liability company, as evidenced by Memorandum of Lease and Termination of Lease, dated May 29, 2024 and recorded May 30, 2024, in Book 15177, Page 1417, in the Official Records of Hamilton County, Ohio.

Easement Parcel II:

TOGETHER WITH the non-exclusive easements for the benefit of Parcel I as created by Deed of Easements — Fountain Square South Hotel Building Project, dated May 19, 1978, filed for record May 19, 1978, and recorded in Deed Book 4118, Page 432 of the Hamilton County, Ohio Records for the purposes described in that instrument over, under and across the land described therein. Subject to the terms, provisions, and conditions set forth in said instrument.

Easement Parcel III:

TOGETHER WITH the non-exclusive easements for the benefit of Parcel I as created by Grant of Easements for Air Space, dated May 20, 1981, filed for record June 9, 1981, and recorded in Deed

Book 4212, Page 1245 of the Hamilton County, Ohio Records for encroachments of various widths and lengths of overhangs from existing building over the land described therein. Subject to the terms, provisions, and conditions set forth in said instrument.

Easement Parcel IV:

TOGETHER WITH the non-exclusive easements for the benefit of Parcel I as created by Grant of Easement to Host Cincinnati Hotel LLC, a Delaware limited liability company, dated May 12, 2006, and recorded May 16, 2006, in Book 10244, Page 2931, in the aforesaid records.

Easement Parcel V:

TOGETHER WITH the non-exclusive easements for the benefit of Parcel. I as created by Grant of Easement to Host Cincinnati Hotel LLC, a Delaware limited liability company, dated February 6, 2007, and recorded February 8, 2007, in Book 10469, Page 2044, in the aforesaid records.

Easement Parcel VI:

TOGETHER WITH the non-exclusive easements for the benefit of Parcel I as created by Atrium Easement - Fountain Square South Hotel Building Project dated May 19, 1978, and recorded May 19, 1978, in Book 4118, Page 445, in the aforesaid records; as affected by Amended Atrium Easement dated October 26, 1978, and recorded October 26, 1978, in Book 4137, Page 451, in the aforesaid records; and as further affected by Assignment of Recorded Documents to Cincinnati Plaza Company recorded February 1, 1979, in Book 4146, Page 912, in the aforesaid records.

For Information Only:

Property Address: 21 E Fifth Street, Cincinnati, OH 45202
Portion of Parcel ID Nos.: 083-0001-0B64-00, and 083-0001-0064-00

EXHIBIT B

ZONING REGULATIONS APPLICABLE TO
NEW COMMUNITY DISTRICT

I hereby certify that the following presents the applicable zoning regulations[1] with respect to the Property, as set forth in the Zoning Code of the City of Cincinnati.

[1] All of the Property is subject to the land use regulations for Downtown Development (DD) Use Subdistricts as codified under Chapter 1411 of the Cincinnati Municipal Code.

Zoning Administrator
City of Cincinnati, Ohio

EXHIBIT C

PROPOSED NEW COMMUNITY DEVELOPMENT PROGRAM

A. Proposed Community Facilities

The proposed Community Facilities, as defined in Ohio Revised Code 349.01(I) will include the financing, acquisition, construction, maintenance and operation of an approximately 700-room convention center hotel and related improvements (collectively, the "Community Facilities") that will anchor the District and enhance the existing commercial, retail, office, restaurant, entertainment and other existing uses. The development and construction of the Community Facilities will be undertaken by Cincinnati CH (OH), LLC, a Delaware limited liability company (the "Hotel Developer"). The Developers shall have a right of use and enjoyment of the Community Facilities and Land Development within the New Community District on the same basis as members of the general public.

B. Proposed Method of Financing the Community Facilities and Services

The Developers seek to create the Authority to promote and coordinate the financing, acquisition, construction, operation, and maintenance of the Community Facilities. The Community Facilities are anticipated to require a capital investment in excess of $600,000,000 to construct. In furtherance of the financing of the Community Facilities, (i) the City of Cincinnati (the "City") will extend a $50,000,000 loan to Hotel Developer (the "City Loan") and (ii) the Port of Greater Cincinnati Development Authority, an Ohio port authority and or one or more additional governmental issuers of revenue bonds, including, but not limited to, the State of Ohio through its Ohio Enterprise Bond Fund, will issue one or more series of incentive revenue bonds (the "Revenue Bonds"). The Hotel Developer is expected to complete the construction of the Community Facilities.

The Revenue Bonds and the City Loan are anticipated to be repaid through (i) statutory service payments generated through tax increment financing implemented by the City pursuant to Ohio Revised Code ("R.C.") Section 5709.41; (ii) payments in lieu of transient occupancy taxes implemented by the Board of Commissioners of Hamilton County, Ohio pursuant to R.C. Section 5739.093; (iii) payments in lieu of transient occupancy taxes implemented by the City pursuant to R.C. Section 5739.093; and (iv) Community Development Charges as further described below.

Charge Terms

The Community Development Charge will be imposed at the rate of one percent (1%) of all Chargeable Sales (as defined herein), and generally on the same terms and conditions as a sales tax imposed by a County on certain sales under applicable Ohio law.

The Community Development Charge will be imposed within the District upon approval

by the Board of Trustees. The Authority will assign its rights to such Community Development Charges to the issuers of the Revenue Bonds pursuant to one or more cooperative agreements associated with the financing of Community Facilities.

For the purposes of this Petition, "Chargeable Sales" shall mean (i) retail sales of food and beverage occurring on a Parcel, except sales from automatic vending machines, and (ii) Admissions Sales. For the avoidance of doubt, the exemption from sales taxes for sales of Food for human consumption off the premises where sold provided by Section 5739.02(B)(2) of the Ohio Revised Code does not apply to Chargeable Sales.

For purposes of this Petition, "Admissions Sales" shall mean amounts paid for Admission to events occurring on a Parcel as authorized under Section 715.013 of the Ohio Revised Code and implemented pursuant to Chapter 309 of the Municipal Code of the City of Cincinnati, Ohio. For the avoidance of doubt, the exemptions provided by Section 309-5 of the Municipal Code of the City of Cincinnati, Ohio do not apply to Admissions Sales.

Determination of Community Development Charges

The Authority will impose Community Development Charges on Chargeable Sales with the consent of the Developers in accordance with the Declaration, R.C. Chapter 349, and related rules and laws. It is anticipated that the Community Development Charges will be collected by an independent collection agent engaged by the Authority.

Calculation of Community Development Charges

The Community Development Charges will be collected on Chargeable Sales conducted on each Parcel included within the District in the manner determined in the Declaration in an amount equal one percent (1%) of the Price paid by each Consumer in connection with Chargeable Sales. For purposes of this Petition, "Price" and "Consumer" shall have the meanings assigned to them in Section 5739.01 of the Ohio Revised Code.

Timing and Collection of the Community Development Charges

Community Development Charges will be remitted to a third-party collection agent on a monthly basis.

EXHIBIT D
PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS

A. Area Development Pattern and Demand

The primary uses of land in and near the District are residential, office, commercial and entertainment. The Developers anticipate the development of a convention center hotel within the district will enhance the existing uses within the District.

B. Location and Proposed District Size

The District is located in Hamilton County, Ohio in the Central Business District of the City as shown on the map attached as Exhibit A-1. Cincinnati's Central Business District is 729 acres. The parcels included in the District make up approximately 45 acres.

C. Present and Future Socio-Economic Conditions

The City of Cincinnati is the center of the Cincinnati-Middletown MSA (the "MSA," also known as the OH-KY-IN Metro Area) which is the 29th largest metropolitan statistical area in the nation with a population of 2.16 million people. And median age of 38 Cincinnati and Hamilton County are the largest city and county in the MSA respectively. The MSA is home to 1.05 million employees with over 400,000 in Hamilton County and 316,845 in the City. According to 2012 United States Census reports, 43% of the nation's population, 41% of the nation's purchasing power, 44% of the nation's manufacturing establishments, and 54% of the nation's manufacturing establishments, and 54% of the nation's value added by manufacturing is located within 600 miles of the city.

Several Fortune 500 corporations are headquartered in the MSA, including The Procter & Gamble Company (10,000 local employees), The Kroger Company (21,646 local employees), Macy's Inc. (7,500 local employees), Fifth Third Bancorp (7,000 local employees) American Financial Group, AK Steel, Cincinnati Financial and Western & Southern Financial Group. Over 400 Fortune 500 firms have operations in the MSA. Other large employers in the MSA are Children's Hospital Medical Center (18,502 employees), UC Health (9,816employees), TriHealth Inc. (12,906 employees), and Cincinnati/Northern Kentucky International Airport (10,166 employees).

The MSA's economic base is diverse with 47.4% of the workforce in services in 2016, which includes education, health care, business services, hospital, and information services. Manufacturing and retail trade comprised 10.8% and 10.2 % of the workforce respectively. Government employees accounted for 12.2% Unemployment was 3.9% in September of 2017, below the state average of 4.7% and the national average of 4.1%

D. Public Services Provisions

The City provides the District with fire and EMS, police, refuse, water, sanitary sewer and storm sewer services. The Authority will not directly provide any public services utilities. The District is served by Cincinnati Public Schools. Gas and communications services are available from various service providers.

E. Financial Plan

As described in Exhibit C, the Developers anticipate that the proceeds of the Revenue Bonds, private debt, equity with respect to outside investors, and various combinations of each source, may collectively fund the construction of projects to be developed within the District. The Developers anticipate that Community Development Charges, as well as service payments in lieu of taxes and service payments in lieu of transient occupancy taxes will be sufficient to repay the Revenue Bonds, any private debt borrowed to fund its development, and provide an adequate return to attract equity investment to fund development within the District.

F. Developer's Management Capability

The Developers will designate the Cincinnati Center City Development Corporation, an Ohio nonprofit corporation ("**3CDC**") as the lead manager for the District. 3CDC wholly owns and controls five (5) of the entities comprising the Developer and is a non-profit, real estate development, management, and finance organization focused on strategically revitalizing Cincinnati's downtown urban core in partnership with the City of Cincinnati and the Cincinnati corporate community. 3CDC's work is specifically focused on the Central Business District and in Over-the-Rhine. Since 2004 3CDC has invested 1.7 billion dollars resulting in 207 buildings being restored to productive function, 49 new buildings constructed, and 5,918 parking spaces created. 3CDC currently owns and operates 327,501 SF of Office space, 336,628 SF of commercial space, and 5,918 Parking spaces spread throughout different parking garages and lots.

city of CINCINNATI
Interdepartment Correspondence Sheet

October 20, 2025

To: Members of the Budget and Finance Committee

202501914

From: Sheryl M.M. Long, City Manager

Subject: EMERGENCY LEGISLATIVE RESOLUTION – CONVENTION DISTRICT COMMUNITY AUTHORITY

Attached is an Emergency Legislative Resolution captioned:

> **DETERMINING** that the petition for the establishment of the Convention District Community Authority complies with Chapter 349 of the Ohio Revised Code and fixing the time and place for a public hearing on the petition.

BACKGROUND

In accordance with ORC 349, property owners can voluntarily opt into a New Community Authority, which allows those consenting property owners to subject themselves to various revenue generating sources which include, but are not limited to, charges as it pertains to assessed property valuation, sales, lodging revenue, and fixed parcel charges.

Property owners within the Convention District are interested in creating the Convention District Community Authority to support the financing of the Convention Hotel project, an approximately 700-room convention center hotel and related improvements that will anchor the District and enhance the existing commercial, retail, office, restaurant, entertainment and other existing uses.

This determination will accept the property owners petition. If accepted, there will be a public hearing held no earlier than thirty days following the acceptance. Following the public hearing, an additional resolution will be brought to Council for approval to organize the NCA and appoint its governing board.

RECOMMENDATION

The Administration recommends approval of this emergency legislative resolution.

cc: Markiea Carter, Director, Department of Community & Economic Development

Attachment A: Convention District Community Authority Map

E M E R G E N C Y

Legislative Resolution

JRS

RESOLUTION NO. _____ - 2025

DETERMINING that the petition for the establishment of the Convention District Community Authority complies with Chapter 349 of the Ohio Revised Code and **FIXING** the time and place for a public hearing on the petition.

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Chapter 349, the Port of Greater Cincinnati Development Authority, 3CDC Master Parking Commercial LLC, MCA Center LLC, the Cincinnati Association for the Performing Arts, 641 Walnut LLC, 101 West Fifth LLC, Fourth and Race Redevelopment LLC, Fifth Third Bank National Association, Fountain Place LLC, 120 East Sixth LLC, the Hamilton County Land Reutilization Corporation, Urban Legacy VIII LLC, Cincinnati Hotel Owner (OH) LLC, and the City of Cincinnati have filed a petition (the "Petition") with the Clerk of Council for the establishment of the Convention District Community Authority (the "Authority"); and

WHEREAS, Council is the "organizational board of commissioners," as that term is defined in R.C. Section 349.01(F), for the proposed Authority; and

WHEREAS, pursuant to R.C. Section 349.03(A), Council, upon the filing of the Petition, must determine whether the Petition is sufficient and complies with the requirements of R.C. Section 349.03 as to form and substance; and

WHEREAS, pursuant to R.C. Section 349.03(A), Council, upon the determination that a sufficient petition has been filed, must fix a time and place of a hearing on the Petition not less than thirty days or more than forty-five days from the date of the filing of the Petition, since the City, as the "proximate community," as defined in R.C. Section 349.01(M), has signed an approval certificate approving the Petition; and

WHEREAS, pursuant to R.C. Section 349.03(A), the Clerk of Council shall give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in a newspaper of general circulation in the City; now, therefore,

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

Section 1. That Council hereby finds and determines that the petition (the "Petition"), for the establishment of the Convention District Community Authority (the "Authority"), filed by the Port of Greater Cincinnati Development Authority, 3CDC Master Parking Commercial LLC, MCA Center LLC, the Cincinnati Association for the Performing Arts, 641 Walnut LLC, 101 West Fifth LLC, Fourth and Race Redevelopment LLC, Fifth Third Bank National Association, Fountain

Place LLC, 120 East Sixth LLC, the Hamilton County Land Reutilization Corporation, Urban Legacy VIII LLC, Cincinnati Hotel Owner (OH) LLC, and the City of Cincinnati, Ohio (each a "Developer," as defined in Ohio Revised Code ("R.C.") Section 349.01(E)) is sufficient and complies with the requirements as set forth R.C. Section 349.03(A) as to form and substance. Council further ratifies the execution and submission of the Petition on behalf of the City.

Section 2. That a public hearing on the Petition shall be held on November 24, 2025, at 1:00 p.m. at City Hall – Council Chambers, Room 300, 801 Plum Street, Cincinnati, Ohio 45202.

Section 3. That the Clerk of Council is directed to give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in a newspaper of general circulation in the City.

Section 4. That Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including R.C. Section 121.22.

Section 5. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to prepare for and hold the hearing required by R.C. Section 349.03(A) within the timeframe required by that section.

Passed:_____, 2025

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

October 21, 2025

To: Members of Equitable Growth and Housing Committee

202501901

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – 101 W. 5th Street Notwithstanding Ordinance for Signage

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This transmittal corrects an exhibit from the initial version of the ordinance transmitted on October 3, 2025. Transmitted is a B-version of the Ordinance captioned:

> **AUTHORIZING** the installation of permanent signage on the real property located at 101 W. 5th Street in the Downtown neighborhood, NOTWITHSTANDING the signage regulations contained in Section 1411-39, "Signs," of Cincinnati Municipal Code Chapter 1411, "Downtown Development Districts."

The City Planning Commission recommended approval of the proposed Notwithstanding Ordinance at its October 3, 2025, meeting with the following conditions:

1. Signage Improvements must substantially conform to the plans attached as Attachment B.
2. The proposed outdoor digital display screen shall be moved to the interior of the building and at least two feet from any window if it is installed.
3. This ordinance does not provide a deviation from any other laws of the City of Cincinnati, and the property shall remain subject to all other provisions of the Cincinnati Municipal Code and the DD, "Downtown Development," zoning district.

Summary

On September 12, 2025, a complete Notwithstanding Ordinance application was submitted to the Department of City Planning and Engagement for a signage package at 101 W. 5th Street by 3CDC. This request was made to allow for the installation of multiple signs that are not compliant with the signage regulations for the Downtown Development "DD" zoning district. The City Planning Commission voted to approve and forward the application to City Council after considering that the signage will permit additional wayfinding in the district and support the relocation of Paycor to Cincinnati.

The City Planning Commission recommended the following on October 3, 2025 to City Council:

> **APPROVE** the Notwithstanding Ordinance with the following conditions:
>
> 1. Signage Improvements must substantially conform to the plans attached as Attachment B.
> 2. The proposed outdoor digital display screen shall be moved to the interior of the building and at least two feet from any window if it is installed.
> 3. This ordinance does not provide a deviation from any other laws of the City of Cincinnati, and the property shall remain subject to all other provisions of the

Cincinnati Municipal Code and the DD, "Downtown Development," zoning district.

cc: Katherine Keough-Jurs, FAICP, Director, Department of City Planning and Engagement

AUTHORIZING the installation of permanent signage on the real property located at 101 W. 5th Street in the Downtown neighborhood, **NOTWITHSTANDING** the signage regulations contained in Section 1411-39, "Signs," of Cincinnati Municipal Code Chapter 1411, "Downtown Development Districts."

WHEREAS, 101 West Fifth LLC ("Owner") owns certain real property located at 101 W. 5th Street in the Central Business District ("Property"), which property is presently zoned DD, "Downtown Development"; and

WHEREAS, the former Saks-Fifth Avenue anchored building on the Property has been vacant for several years and is currently being redeveloped as a two-story mixed-use structure that will include office space on the second floor and retail and restaurant space on the first floor; and

WHEREAS, the development will serve as a catalyst for economic development in the area by reinvigorating an important property in downtown Cincinnati positioned between the Convention Center and Fountain Square; and

WHEREAS, Paycor, which is moving its headquarters to Cincinnati from Norwood, OH, and Salazar restaurant are among the tenants who have taken space in the development; and

WHEREAS, the Owner wishes to install several signs on the exterior of the building to identify building tenants ("Signage Improvements"); and

WHEREAS, the Owner has requested authorization to install the Signage Improvements, notwithstanding certain zoning code provisions that would otherwise prevent the installation of several of the proposed signs; and

WHEREAS, reasonable deviations from zoning code provisions that would otherwise prevent the installation of the proposed signage on the Property will provide substantial public benefits by creating an inviting and marketable space for tenants through the reinvention of a key downtown property as a modern mixed-use development; and

WHEREAS, the City Planning Commission, at its regularly scheduled meeting on October 3, 2025, upon considering the factors set forth in Cincinnati Municipal Code ("CMC") Section 111-5, recommended the adoption of a notwithstanding ordinance authorizing the Signage Improvements, subject to certain conditions; and

WHEREAS, a committee of Council held a public hearing to consider the passage of this ordinance following due and proper notice pursuant to CMC Section 111-5, and upon considering the factors in CMC Section 111-5 and the recommendation of the City Planning Commission, the committee approved the ordinance, finding that authorizing the Signage Improvements notwithstanding the zoning code provisions that would otherwise restrict them will not have an

adverse effect on the character of the area or the public health, safety, and welfare, and further finding that permitting the Signage Improvements to proceed is consistent with the purposes of the CMC and the zoning district in which the Property is located; and

WHEREAS, authorizing the Signage Improvements are consistent with the Cincinnati 2000 Comprehensive Development Plan for Downtown (1986), which specifically envisions mixed use development in the western portion of the core of the Central Business District (page 21); and

WHEREAS, authorizing the Signage Improvements are further consistent with Plan Cincinnati (2012) in the Compete Initiative Area, specifically the strategy to "[t]arget investment to geographic areas where there is already economic activity" (page 81) and the Live Initiative Area goal to "[b]uild a robust public life" (page 149); and

WHEREAS, the Council finds that the Signage Improvements will preserve the quality and character of the neighborhood by improving and rehabilitating an existing building that will fit within the context of the Downtown Development zoning district; and

WHEREAS, the Council additionally finds that permitting the Signage Improvements will not have an adverse effect on the character of the area or the public health, safety, and welfare; and

WHEREAS, the Council finally finds that the deviations from applicable zoning code provisions related to signage will not have an adverse effect on the character of the area or the public health, safety, and welfare, and that they are in the best interests of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That, after its own independent review and consideration, the City Council incorporates the foregoing recitals as if fully rewritten herein, and it hereby confirms that the criteria set forth in Section 111-5 of the Cincinnati Municipal Code are satisfied in all respects.

Section 2. That the Council specifically finds that authorizing the installation of several signs on the exterior of the building to identify building tenants ("Signage Improvements") in connection with the renovation of the building located at 101 W. 5th Street in the Central Business District, which property is depicted on the map attached hereto as Attachment A and incorporated herein by reference, will not have an adverse effect on the character of the surrounding area or the public's health, safety, and general welfare, and are consistent with the purposes of the Cincinnati Municipal Code and the zoning district within which the property is located.

Section 3. That the Council authorizes the construction of the Signage Improvements, subject to the terms and conditions set forth in this ordinance. This authorization is granted notwithstanding the signage limitations contained in the provisions of Section 1411-39, "Signs," Chapter 1411, "Downtown Development Districts," of the Cincinnati Municipal Code; and any other applicable zoning regulations that would restrict their construction.

Section 4. That the Council authorizes the Signage Improvements subject to the following conditions:

a. That the Signage Improvements must substantially conform to the plans attached hereto as Attachment B and incorporated herein by reference.

b. That the proposed outdoor digital display screen shall be moved to the interior of the building and at least two feet from any window if it is installed.

c. That this ordinance does not provide a deviation from any other laws of the City of Cincinnati, and the property shall remain subject to all other provisions of the Cincinnati Municipal Code and the DD, "Downtown Development," zoning district.

Section 5. That the City Manager and the appropriate City officials are authorized to take all necessary and proper actions to implement this ordinance, including by issuing building permits and related approvals provided they conform to applicable building codes, housing codes, accessibility laws, or other laws, rules, or regulations.

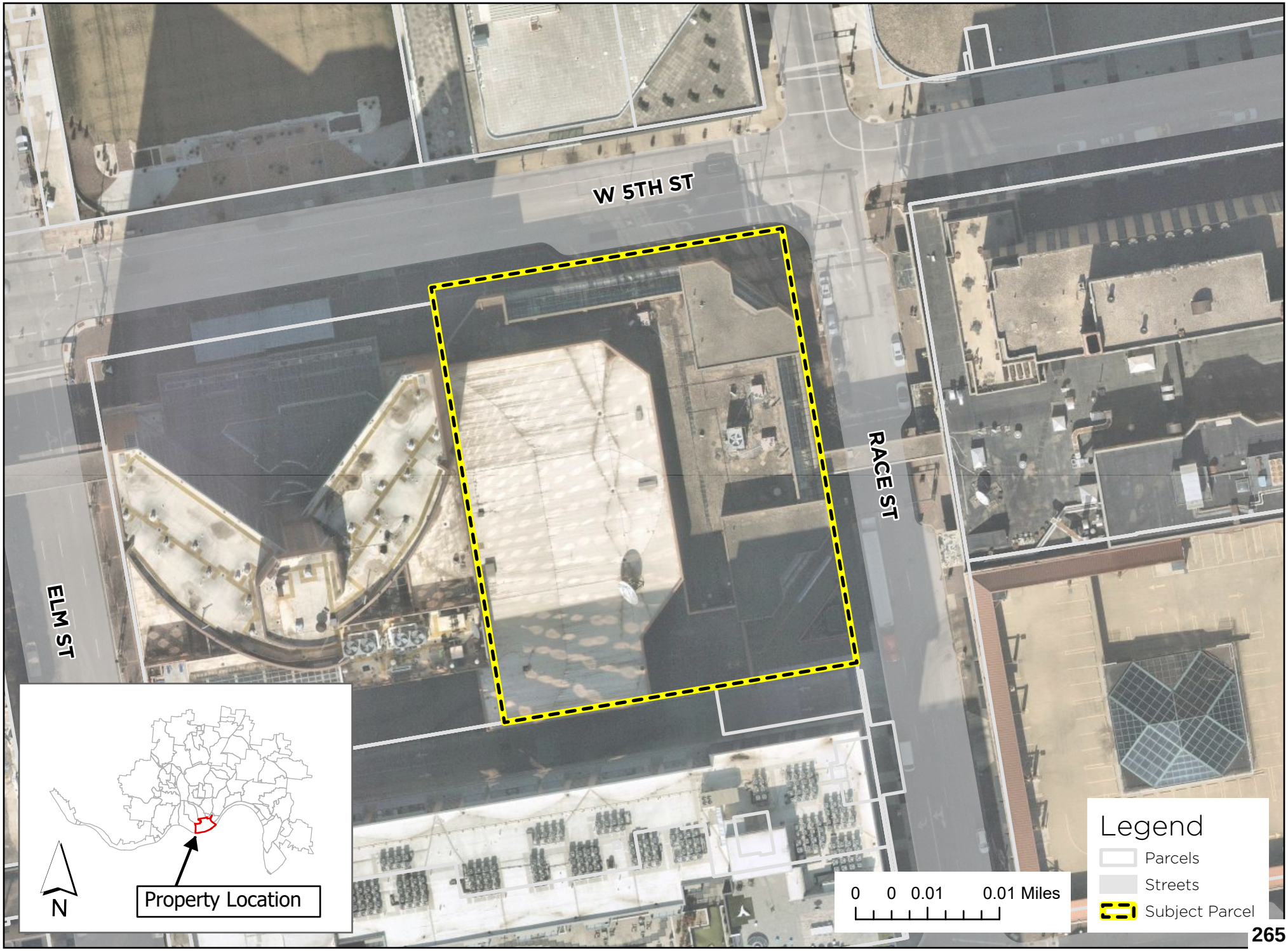
Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

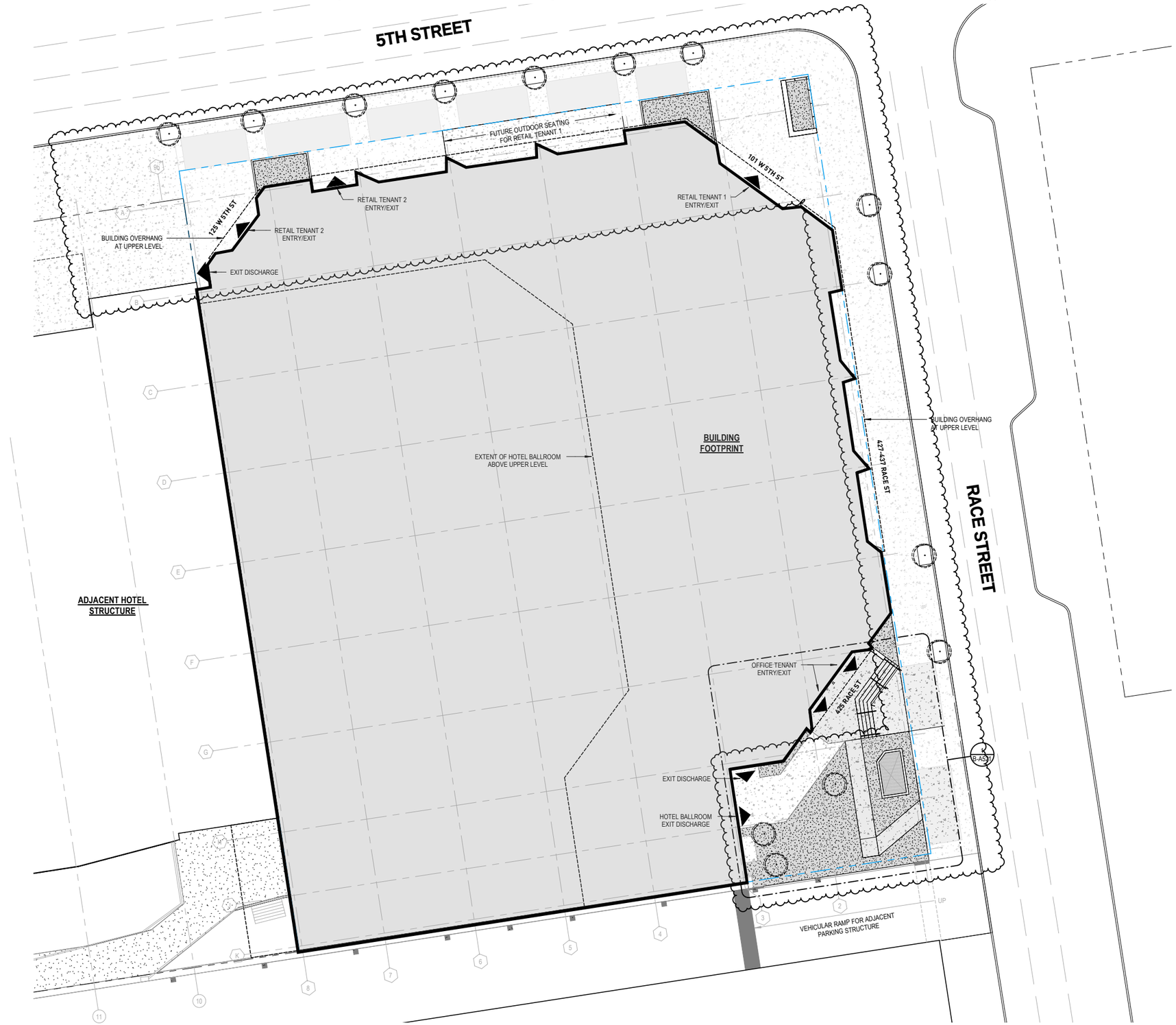
Passed:_____, 2025

_____
Aftab Pureval, Mayor

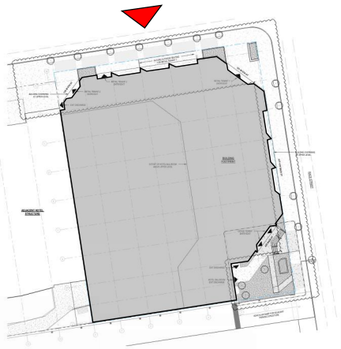
Attest:_____
Clerk

Proposed Notwithstanding Ordinance at 101 W 5th Street in the Central Business District



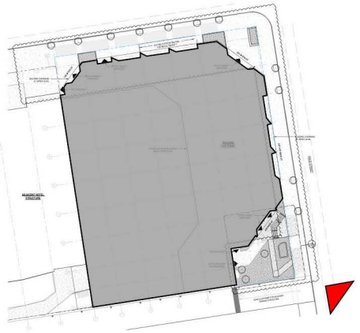

5TH STREET
FUTURE OUTDOOR SEATING FOR RETAIL TENANT 1
101 W 5TH ST
RETAIL TENANT 2 ENTRY/EXIT
RETAIL TENANT 1 ENTRY/EXIT
125 W 5TH ST
RETAIL TENANT 2 ENTRY/EXIT
BUILDING OVERHANG AT UPPER LEVEL
EXIT DISCHARGE
BUILDING FOOTPRINT
EXTENT OF HOTEL BALLROOM ABOVE UPPER LEVEL
BUILDING OVERHANG AT UPPER LEVEL
427-437 RACE ST
RACE STREET
ADJACENT HOTEL STRUCTURE
OFFICE TENANT ENTRY/EXIT
425 RACE ST
B-A5.1
EXIT DISCHARGE
HOTEL BALLROOM EXIT DISCHARGE
UP
VEHICULAR RAMP FOR ADJACENT PARKING STRUCTURE

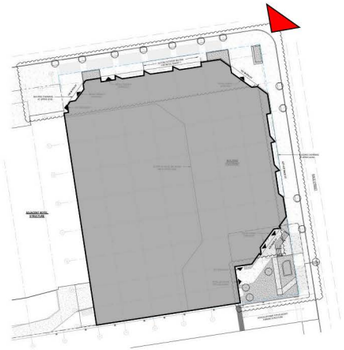
N

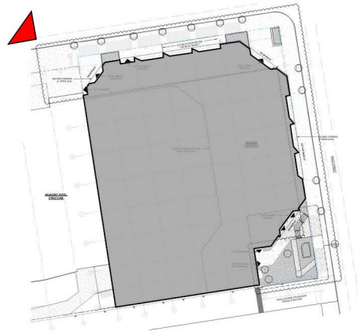


NORTH BUILDING ELEVATION

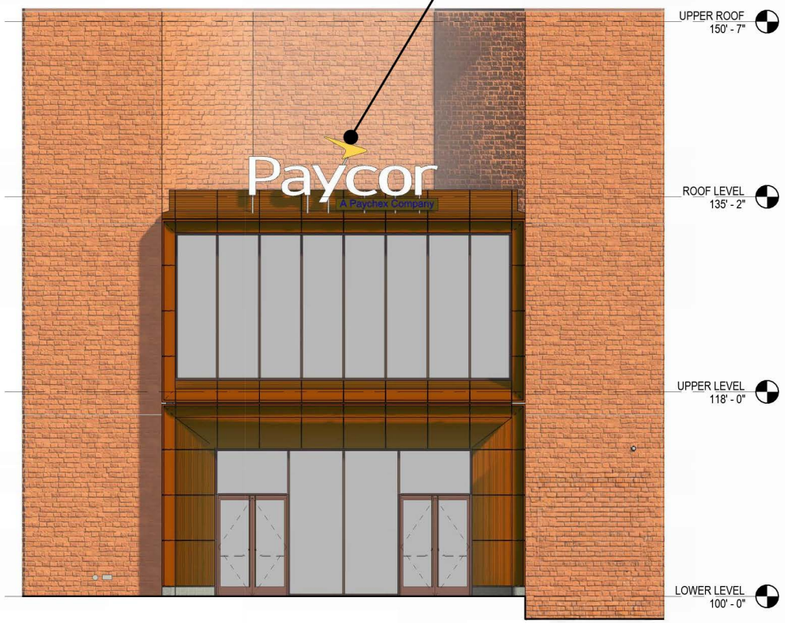
EAST BUILDING ELEVATION





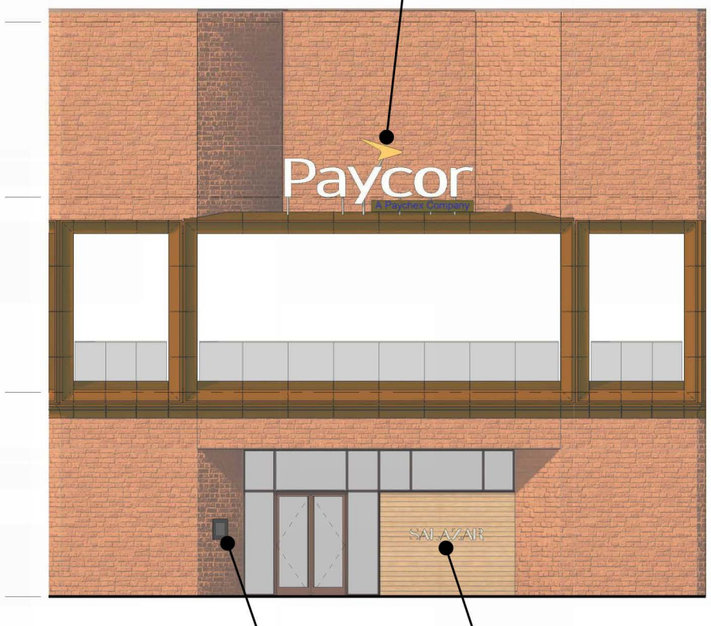


6'-10" x 18'-0" Front-lit channel letters (126sf)



SOUTHEAST BUILDING ELEVATION

6'-10" x 18'-0" Front-lit channel letters (126sf)



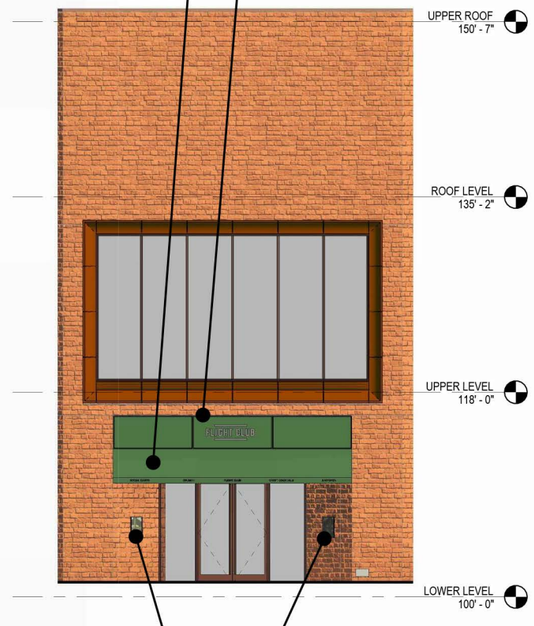
NORTHEAST BUILDING ELEVATION

1'-0" x 6'-6" Backlit channel letters (6.5sf)

1'-6" x 2'-0" Internally illuminated menu box (3sf)

3'-0" x 21'-6" Fabric canopy with 10" painted lettering (65sf)

2'-0" x 21-6" Aluminum cabinet with 9" Internally illuminated channel letters (43sf)



NORTHWEST BUILDING ELEVATION

1'-6" x 2'-0" Internally illuminated menu box (3sf)

NORTHEAST CORNER AT 5TH AND RACE

5TH STREET FACADE

RACE STREET FACADE

SOUTH ENTRY PLAZA AT RACE

NORTHWEST CORNER AT 5TH

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, OH 45202

Phone (513) 352-5243
Email evan.nolan@cincinnati-oh.gov

202501900

Evan Nolan
Councilmember

October 13, 2025

Motion

WE MOVE that Vice Mayor Jan-Michele Lemon Kearney and that Councilmembers Anna Albi and Meeka Owens be appointed to the Community Investment Subcommittee.

Evan T. Nolan

Councilmember Evan Nolan

Jan-Michele Lemon Kearney

Vice Mayor Jan-Michele Lemon Kearney

Anna Albi

Councilmember Anna Albi

Meeka D. Owens

Councilmember Meeka Owens

city of CINCINNATI
Interdepartment Correspondence Sheet

October 21, 2025

To: Members of Equitable Growth and Housing Committee

202501854

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Approving a major amendment to the concept plan and development program statement governing a portion of Planned Development District No. 94, "The Crossbuck" in Oakley.

Transmitted is an Ordinance captioned:

> **APPROVING** a major amendment to the concept plan and development program statement governing a portion of Planned Development District No. 94, "The Crossbuck," to permit additional uses within the planned development and allow for the construction of two pickleball courts, a dog park, a maintenance garage, and a pavilion structure in the area located at 3033 Jared Ellis Drive in the Oakley neighborhood.

The City Planning Commission recommended approval of the designation at its October 3, 2025 meeting.

Summary

The petitioner is proposing a Major Amendment to the Concept Plan and Development Program Statement for Planned Development No. 94, The Crossbuck, in Oakley. The petitioner is requesting recreational uses, including a dog park and pickleball courts, and accessory structures for a maintenance garage and a pavilion at the pickleball courts. The Crossbuck (previously The Abbey and Arcadia), includes a total of 119 three-story townhomes on individual lots. PD-94 was established by City Council in October 2022 (Ord. 0322-2022), and a Final Development Plan was approved by the City Planning Commission on September 16, 2022. The City Planning Commission also reviewed and approved a Phase I Development Plan and Subdivision Improvement Plan on May 3, 2024, and a Phase II Development Plan and Subdivision Improvement Plan on February 7, 2025.

The City Planning Commission recommended the following on October 3, 2025, to City Council:

> **APPROVE** the Department of City Planning and Engagement Findings as detailed in this report;
>
> **ADOPT** the proposed Major Amendment to the Concept Plan and Development Program Statement for Planned Development #94 (PD-94), The Crossbuck, located at 3033 Jared Ellis Drive in Oakley as outlined in this report.

cc: Katherine Keough-Jurs, FAICP, Director, Department of City Planning and Engagement

APPROVING a major amendment to the concept plan and development program statement governing a portion of Planned Development District No. 94, "The Crossbuck," to permit additional uses within the planned development and allow for the construction of two pickleball courts, a dog park, a maintenance garage, and a pavilion structure in the area located at 3033 Jared Ellis Drive in the Oakley neighborhood.

WHEREAS, Onyx + East, owns or controls certain real property in the Oakley neighborhood located at 3033 Jared Ellis Drive ("Property"), which property Council rezoned to Planned Development District No. 94 ("PD-94"), pursuant to Ordinance No. 0322-2022 adopted on October 12, 2022; and

WHEREAS, the Property consists of approximately 7.58 acres of vacant land and the concept plan and development program statement for PD-94 currently proposes the development of 119 three-story townhomes on individual lots organized around a series of private streets and alleys; and

WHEREAS, McBride Dale Clarion, has petitioned the City to approve a major amendment to the PD-94 concept plan and development program statement to permit a recreation and entertainment land use and to allow for the construction of two pickleball courts, a dog park, a pavilion, and a maintenance garage on the Property; and

WHEREAS, the proposed major amendment to the PD-94 concept plan and development program statement will support the quality of life for future residents, help maintain the aesthetic characteristics of the Property, and is compatible with the surrounding neighborhood and land uses; and

WHEREAS, Section 1429-12(b) of the Zoning Code provides that changes in the uses allowed under an approved concept plan constitute a major amendment to the concept plan that requires approval of the City Planning Commission and Council in the same manner as a zoning map amendment; and

WHEREAS, at its regularly scheduled meeting on October 3, 2025, the City Planning Commission recommended approval of the proposed major amendment to the concept plan and development program statement for PD-94; and

WHEREAS, a committee of Council held a public hearing on the major amendment to the concept plan and development program statement for PD-94 following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the major amendment, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, the proposed major amendment to the concept plan and development program statement for PD-94 is in accordance with Plan Cincinnati (2012), and the "Compete" initiative area

with the goal to "[t]arget investment to geographic areas where there is already economic activity" (page 115) and the "Live" initiative area with the goal to "[p]rovide a full spectrum of housing options, and improve housing quality and affordability" (page 164); and

WHEREAS, the proposed major amendment to the concept plan and development program statement for PD-94 is in accordance with the Oakley Master Plan (2019), including the goals to "[a]ssure that future growth is guided by zoning and planning that will preserve Oakley as a thriving, unique, and pedestrian-scaled urban neighborhood" (page 80) and "[i]ncrease the percentage of owner-occupied homes" (page 85); and

WHEREAS, Council considers the major amendment to the PD-94 concept plan and development program statement to be in the best interest of the City and the general public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the Council hereby adopts as its own independent findings the Department of City Planning and Engagement and the Cincinnati Planning Commission's findings that the major amendment to Planned Development District No. 94 ("PD-94") further described herein conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the concept plan and development program statement for PD-94 are hereby amended to incorporate the concept plan amendment, attached hereto as Attachment A and development program statement amendment, attached hereto as Attachment B and incorporated herein by reference.

Section 3. That, to the extent the concept plan and development program statement for PD-94 are not amended herein, they shall remain in full force and effect.

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

Passed:_____, 2025

_____
Aftab Pureval, Mayor

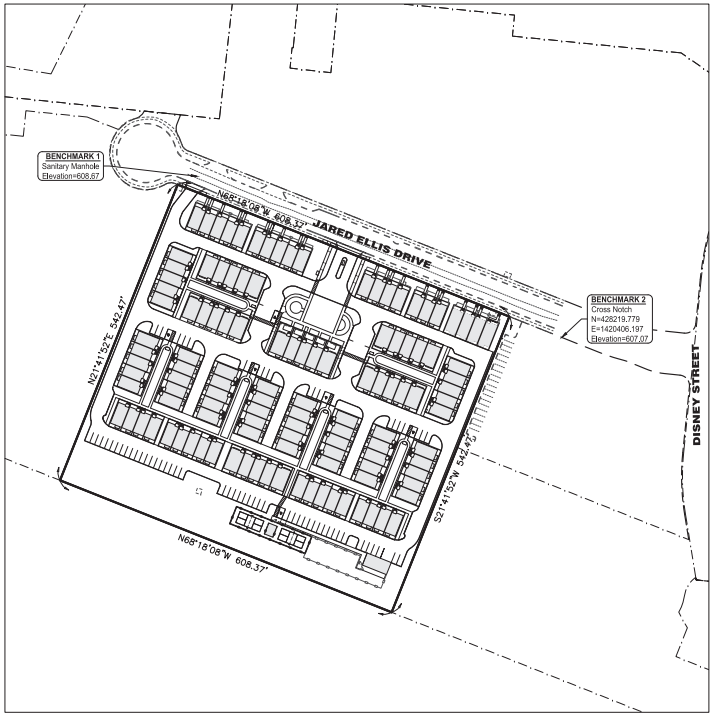
Attest:_____
Clerk

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

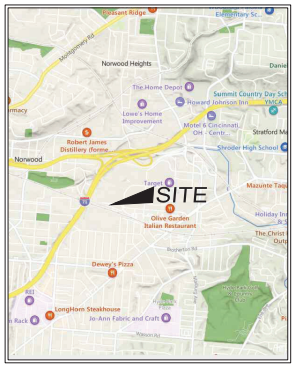
SECTION 18, TOWN 4, RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

LEGEND

-Ex Sanitary M.H.	-Ex Gas Valve
-Ex Sanitary Clean Out	-Ex Gas Box
-Ex Storm M.H.	-Ex Gas Meter
-Ex Storm Catch Basin	-Ex Gas Marker
-Ex Storm Catch Basin	-Ex Gas Riser
-Ex Storm Yard Drain	-Ex Tele. M.H.
-Ex Storm Clean Out	-Ex Tele. Box
-Ex Storm Down Spout	-Ex Tele. Marker
-Ex Fire Hydrant	-Ex Cable Box
-Ex Water M.H.	-Ex Cable Marker
-Ex Water Valve	-Ex Fiber Optic M.H.
-Ex Water Meter	-Ex Fiber Optic Box
-Ex Water Service	-Ex Fiber Optic Marker
-Ex Fire Connection	-Ex Steam M.H.
-Ex Post Indicator Valve	-Ex Unidentified M.H.
-Ex Irrigation	-Ex Unidentified Riser
-Ex Irrigation Valve	-Ex Sign
-Ex Spigot	-Ex Mail Box
-Ex Elec. M.H.	-Ex Parking Meter
-Ex Elec. Box	-Ex Post
-Ex Elec. Meter	-Ex Bollard
-Ex Light Pole	-Ex Flag Pole
-Ex Yard Light	-Ex Signal Pole
-Ex Utility Pole	-Ex Pull Box
-Ex Guy Wire	-Ex Building
-Ex Guy Pole	-Ex Traffic Flow
-Ex Transformer	-Ex Monitoring Well
-Ex Air Conditioning	-Ex Boring
R/W -Ex Right of Way	-Ex Deciduous Tree
P/L -Ex Property Line	-Ex Evergreen Tree
(C) -Calculated	-Ex Deciduous Bush
	-Ex Evergreen Bush



AREA MAP
1"=100 FT



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

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L304	PLANTING PLAN- CENTRAL OPEN SPACE	11-03-23	3	01-24-25
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L306	PLANTING PLAN- COURTYARD B	11-03-23	3	01-24-25
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OWNER/DEVELOPER

ONYX AND EAST
243 N. 5TH ST. SUITE 401
COLUMBUS, OH 43215
PH: (513) 324-0595

ENGINEER, SURVEYOR & LANDSCAPE ARCHITECT

BAYER BECKER
6900 TYLERSVILLE ROAD, SUITE A
MASON, OHIO 45040
PH: (513) 336-6600

UTILITY COMPANIES

SANITARY SEWER	METROPOLITAN SEWER DISTRICT	(513) 244-1300
WATER	GREATER CINCINNATI WATER WORKS	(513) 591-7700
GAS	DUKE ENERGY	(513) 287-2594
ELECTRIC	DUKE ENERGY	(513) 287-3498
ELECTRIC (TRANSMISSION)	DUKE ENERGY	(513)-287-1418
TELEPHONE	CINCINNATI BELL TELEPHONE	(513) 397-5660
CABLE TV	TIME WARNER CABLE	(513) 489-5042

PROJECT SUMMARY

ZONING:	PD
PROPOSED USE:	TOWNHOMES
TOTAL UNIT COUNT:	119
TOTAL SITE ACREAGE:	7.5763 ACRES
OVERALL DENSITY:	15.71 D.U./ACRE
OPEN SPACE:	2.75 ACRES (36.3%)
PARKING:	2 GARAGE STALLS PER UNIT (238 TOTAL)
	90 TOTAL SURFACE SPACES
	6 ACCESSIBLE SPACES (MIN. 4 REQUIRED)

PERMIT SUMMARY

THE SCOPE OF THE PROPOSED CUT-FILL PERMIT INCLUDES FINE GRADING OPERATIONS; INSTALLATION OF PRIVATE SITE UTILITIES, STORMWATER DRAINAGE, PRIVATE ROADWAYS (ASPHALT WITH CONCRETE CURB) AND CONCRETE SIDEWALK.

BUILDINGS, EXTERIOR SIGNAGE, FENCING OVER 6', PLUMBING, ELECTRIC, EXTERIOR SIGNAGE AND DOTE (ROW WORK) TO BE PERMITTED SEPARATELY.

CONTRACTOR TO OBTAIN RIGHT-OF-WAY PERMIT PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS IN RIGHT-OF-WAY.

PHASE 1: EXCAVATION AND FILL PERMIT- 2023P01010 (APRIL 2025 - JUNE 2025)

PHASE 2: PARKING LOT PERMIT- 2025P01074 (JUNE 2025 - OCTOBER 2025)

PHASE 3: BUILDING PERMITS- SEPARATE PERMITS (OCTOBER 2025 - BEYOND)

BUILDING CODES

1. CINCINNATI BUILDING CODE (CBC)
2. 2024 OHIO BUILDING CODE (OBC)

BENCHMARK 1

EXISTING SANITARY MANHOLE LOCATED ALONG THE CENTER OF JARED ELLIS DRIVE APPROXIMATELY 36 FEET NORTHEAST OF THE NORTHWEST PROPERTY CORNER.
ELEVATION=608.67-NAV 88

BENCHMARK 2

CROSS NOTCH SET BY BAYER BECKER LOCATED IN THE SIDEWALK SOUTHEAST ALONG JARED ELLIS DRIVE APPROXIMATELY 96 FEET SOUTHEAST OF THE NORTHEAST PROPERTY CORNER.
N=428219.779 E=1420406.197
ELEVATION=607.07-NAV 88

811
Know what's below.
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Item	Revision Description	Date	Drawn	Chk'd
3	Back Division	08-18-23	ETH	JAB
4	Duke Coordination Set	10-24-23	JAB	JAB
5	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
6	Revised Per Cincinnati Building Review	12-19-23	JAB	JAB
7	Revised Per Client Revisions & Duke Coordination	03-15-24	MGS	JAB
8	Revised Per Client Revisions	06-03-24	MGS	JAB
9	Revised Per Client and Phasing Revision	07-24-25	MGS	JAB
10	Revised Per Cincinnati Building Review	03-06-25	MGS	JAB
11	Revised Per Client Revision	04-15-25	MGS	JAB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
TITLE SHEET

bayer becker
Bayer Becker
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6000

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C000

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Plot time: Apr 15, 2025 - 1:49pm
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C000

SITE GENERAL NOTES

1. CONTRACTOR SHALL FIELD-VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING WORK.
2. ALL WORK SHALL BE COMPLETED ACCORDING TO CITY OF CINCINNATI DOTE STANDARDS OR ODOT C&M SPECIFICATIONS. IF A CONFLICT EXISTS, CITY STANDARDS PREVAIL.
3. ITEM NUMBERS REFER TO THE CURRENT EDITION OF THE OHIO DEPARTMENT OF TRANSPORTATION'S CONSTRUCTION & MATERIAL SPECIFICATIONS.

SITE PERMITS NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL CITY OF CINCINNATI PERMITS FOR PROPOSED SITE WORK, INCLUDING (BUT NOT LIMITED TO): GCWW BRANCH APPLICATION, MSD TAP PERMIT, DOTE RIGHT-OF-WAY PERMIT (FOR UTILITY CONNECTIONS, STREET/WALK CLOSURE, AND PAVEMENT INSTALLATION), DOTE BARRICADE PERMIT, DOTE REVOCABLE STREET PERMIT (IF APPLICABLE).

SITE DEMOLITION NOTES

1. THE TOPOGRAPHIC AND UTILITY INFORMATION SHOWN IS BASED ON A SURVEY PREPARED BY BAYER BECKER, DATED APRIL 2022. THE CONTRACTOR SHALL OBTAIN A COMPLETE COPY OF THE FINAL BASE MAP PRIOR TO BEGINNING WORK.
2. APPROPRIATE UTILITY COMPANIES AND OHIO UTILITIES PROTECTION SERVICE (1-800-362-2764) SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BREAKING GROUND FOR THE PURPOSE OF VERIFYING BY FIELD INSPECTION THE EXACT LOCATION OF THE UNDERGROUND UTILITY.
3. REMOVAL AND/OR RELOCATION OF ANY UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE DISCONNECTED PER THE ASSOCIATED UTILITY AGENCY'S REQUIREMENTS.
4. THESE PLANS, AS PREPARED BY BAYER BECKER, DO NOT EXTEND TO OR INCLUDE SYSTEMS PERTAINING TO THE SAFETY OF THE DEMOLITION/CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF BAYER BECKER'S REGISTERED PROFESSIONAL ENGINEER HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED INTO THESE PLANS. THE CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS WHICH MAY BE REQUIRED BY U.S. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) AND/OR LOCAL REGULATIONS.
5. ALL CONTRACTORS INCLUDING, BUT NOT LIMITED TO, THE DEMOLITION, EXCAVATION, PAVING, PLUMBING, ELECTRICAL, SIGN, FIRE PROTECTION, AND HVAC CONTRACTORS SHALL BE UNDER THE DIRECTION OF THE GENERAL CONTRACTOR OR OWNER WHO WILL BE HELD RESPONSIBLE FOR THE COORDINATION OF ALL WORK ON THIS PROJECT AND THE PROPER EXECUTION OF THE SAME.
6. WHERE EXISTING GROUND COVER IS PRESENT, CONTRACTOR SHALL REMOVE THE TOPSOIL. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT GEOTECHNICAL ENGINEER FOR DEPTH OF TOPSOIL TO BE REMOVED.
7. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES, FACILITIES, AND STRUCTURES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE (WHETHER SHOWN ON THE PLANS OR NOT).
8. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT FACILITIES, INCLUDING BUILDINGS AND THOROUGHFARES, DURING THE CONSTRUCTION PROCESS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING CITY PERMITS FOR TEMPORARY SIDEWALK AND LANE CLOSURES AS NEEDED.
9. WHERE CONNECTING TO EXISTING ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SAWCUT THE EXISTING EDGE OF PAVEMENT (AT AN EXISTING JOINT IF POSSIBLE FOR CONCRETE) TO PROVIDE A SOUND & CLEAN EDGE. FOR ASPHALT, THE CONTRACTOR SHALL APPLY ITEM 407 TACK COAT TO THE ENTIRE CUT FACE OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF THE PROPOSED PAVEMENT, FOR CONCRETE, AN EXPANSION JOINT MATERIAL SHALL BE APPLIED.
10. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED AND APPROVED BY THE OWNER, EARTHWORK MAY BEGIN. THE FINAL GRADE IN AREAS OUTSIDE THE CONSTRUCTION SITE SHALL BE SUCH AS TO PRESENT A NEAT, WELL-DRAINED APPEARANCE, AND TO PREVENT WATER FROM DRAINING UNNECESSARILY ONTO ADJACENT FACILITIES.
11. TRENCHES FROM THE REMOVAL OF EXISTING UTILITIES SHALL BE BACKFILLED AND COMPACTED PER THE SITE GEOTECHNICAL REPORT AND/OR THE RECOMMENDATION OF THE PROJECT GEOTECHNICAL ENGINEER.
12. UNDERCUTTING OPERATIONS (DETAILED IN THE GEOTECHNICAL ENGINEER'S REPORT) SHALL BE PERFORMED UNDER THE DIRECTION OF THE PROJECT GEOTECHNICAL ENGINEER.
13. ALL DIRT IMPORTED FROM OFFSITE TO BE USED AS STRUCTURAL FILL OR BACKFILL SHALL BE INSPECTED BY THE PROJECT GEOTECHNICAL ENGINEER (AND REPORTS PROVIDED TO OWNER) PRIOR TO PLACEMENT.
14. ALL PAVEMENT AND SITE FEATURES TO BE REMOVED SHALL BE HAULED OFFSITE AT THE DIRECTION OF THE OWNER.

MAINTENANCE OF TRAFFIC NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT STATE OF OHIO DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIAL SPECIFICATIONS, AND CURRENT STANDARD DRAWINGS, UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ITEM 614 AND OTHER APPLICABLE PORTIONS OF THE C&M SPECIFICATIONS AS WELL AS IN ACCORDANCE WITH PART 7 OF OMUTCD. LANE CLOSURES SHALL BE IN ACCORDANCE WITH STANDARD CONSTRUCTION DRAWINGS MT-97.10, MT-99.10.
3. LOCAL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES THROUGH THE USE OF FLAGGERS AND SAFETY CONES, AS DIRECTED BY THE CITY OF CINCINNATI DOTE.
4. THE CONTRACTOR MUST COORDINATE THE WORK SO AS TO NOT INTERRUPT INGRESS AND EGRESS FROM AFFECTED PROPERTIES.
5. IF THE CONTRACTOR SO ELECTS, HE MAY SUBMIT ALTERNATE METHODS FOR THE MAINTENANCE OF TRAFFIC, PROVIDED THAT THE INTENT OF THE ABOVE PROVISIONS IS FOLLOWED AND NO ADDITIONAL INCONVENIENCE TO THE TRAVELING PUBLIC RESULTS THEREFROM. NO ALTERNATE PLAN WILL BE PUT INTO EFFECT UNTIL THE APPROVAL HAS BEEN GRANTED, IN WRITING, BY THE CITY OF CINCINNATI DOTE.
6. THE OPEN TRENCH SHALL BE ADEQUATELY MAINTAINED AND PROTECTED WITH DRUMS OR BARRICADES AT ALL TIMES.
7. NO TRENCH SHALL BE LEFT OPEN OVERNIGHT. IN CASE WORK MUST BE SUSPENDED BECAUSE OF INCLEMENT WEATHER OR OTHER REASONS, THE TRENCH FOR THE UNCOMPLETED WORK SHALL BE PLATED OR BACKFILLED AT THE DIRECTION OF THE COUNTY ENGINEER.
8. THE CONTRACTOR SHALL HAVE ALL EXISTING UTILITIES LOCATED PRIOR TO BEGINNING CONSTRUCTION.

SITE DIMENSION PLAN NOTES

1. WHERE CONNECTING TO EXISTING ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SAWCUT THE EXISTING EDGE OF PAVEMENT (AT AN EXISTING JOINT IF POSSIBLE FOR CONCRETE) TO PROVIDE A SOUND & CLEAN EDGE. FOR ASPHALT, THE CONTRACTOR SHALL APPLY ITEM 407 TACK COAT TO THE ENTIRE CUT FACE OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF THE PROPOSED PAVEMENT; FOR CONCRETE, AN EXPANSION JOINT MATERIAL SHALL BE APPLIED.
2. ALL DIMENSIONS ARE TO THE FACE OF CURB (OR EDGE OF PAVEMENT), UNLESS OTHERWISE NOTED.
3. ALL RADII ARE 5.0' TO THE FACE OF CURB (OR EDGE OF PAVEMENT), UNLESS OTHERWISE NOTED.
4. ALL CURB SHALL BE ODOT TYPE 6 CURB, UNLESS OTHERWISE NOTED. SEE DETAIL 1/C002.
5. SEE DETAILS 3/C002 AND 4/C002 FOR PAVEMENT DETAILS.
6. ALL PAVEMENT MARKINGS SHALL CONFORM TO ITEM 641 PAVEMENT MARKINGS AND THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAVEMENT MARKING MATERIAL SHALL BE PER ITEM 642 TRAFFIC PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS SHALL BE WHITE EXCEPT FOR ADA ACCESSIBLE PARKING SPACES WHICH SHALL BE PAINTED BLUE.
7. ALL TRAFFIC SIGNS AND POSTS SHALL CONFORM TO ITEM 630 TRAFFIC SIGNS AND SUPPORTS AND THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
8. ACCESSIBLE PARKING SPACES SHALL HAVE STRIPING AND SIGNAGE MEETING 2010 ADA STANDARDS AND LOCAL REQUIREMENTS.

SITE GRADING PLAN NOTES

1. THE GRADING PLAN IS TO BE USED FOR GRADING PURPOSES ONLY.
2. ALL DIMENSIONS AND PROPOSED ELEVATIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. ALL PROPOSED ELEVATIONS ARE TO THE FINISHED SURFACE.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SET UP AN ONSITE PRE-CONSTRUCTION MEETING WITH THE CITY OF CINCINNATI BUILDING DEPARTMENT, PROJECT GEOTECHNICAL ENGINEER, EARTHWORK CONTRACTOR AND SITE CIVIL ENGINEER.
4. ALL EARTHWORK AND CONSTRUCTION ACTIVITY SHALL BE PERFORMED PER THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN A COPY OF THE COMPLETE GEOTECHNICAL REPORT AND ALL ADDENDUMS.
5. THE CONTRACTOR SHALL INSTALL SILT FENCE (SEE SHEET C505) AROUND THE ENTIRE PERIMETER OF THE SITE TO PREVENT SEDIMENT RUNOFF TO SURROUNDING PROPERTIES.
6. WHERE EXISTING GROUND COVER IS PRESENT, CONTRACTOR SHALL REMOVE THE TOPSOIL. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT GEOTECHNICAL ENGINEER FOR DEPTH OF TOPSOIL TO BE REMOVED.
7. THE CONTRACTOR SHALL VERIFY ALL EARTHWORK QUANTITIES AFTER AWARD OF CONTRACT. PAY QUANTITIES ARE FINAL EXCEPT FOR DOCUMENTED UNDERCUT APPROVED BY THE OWNER PRIOR TO COMPLETION OF THE EXTRA WORK. UPON REQUEST, CONTRACTORS MAY HAVE ACCESS TO THE SITE TO FIELD CHECK TOPOGRAPHY.
8. PARKING ISLANDS AND PLANTING AREAS ARE TO BE BACKFILLED WITH TOPSOIL. BUILDING PAD SUBGRADE SHALL BE CONSTRUCTED AS SHOWN ON THE FOUNDATION PLAN. SEE ARCHITECTURAL PLANS FOR BUILDING FOUNDATION DIMENSIONS.

SITE UTILITY PLAN NOTES

1. ALL STORM SEWER SHALL BE PRIVATE AND HAVE A MANNING'S "n" VALUE EQUAL TO OR LESS THAN 0.012.
2. ALL WATER SERVICE MATERIALS AND CONSTRUCTION SHALL BE PER GCWW STANDARDS. SANITARY SERVICE AND STORMWATER MATERIALS AND CONSTRUCTION SHALL BE PER MSDGC AND SMH STANDARDS. GAS AND ELECTRIC SERVICE PROVIDED BY DUKE ENERGY; TELEPHONE SERVICE PROVIDED BY CINCINNATI BELL; CABLE PROVIDED BY TIME WARNER AND SMH.
3. ALL FRAMES AND GRATES LOCATED IN THE PAVEMENT SHALL BE H-20 TRAFFIC-BEARING.
4. ROOF DRAINS (RD) SHALL HAVE A MINIMUM SLOPE OF 1/8" / FT, UNLESS OTHERWISE NOTED.
5. REFER TO THE GEOTECHNICAL ENGINEER'S REPORT FOR TRENCH BACKFILL REQUIREMENTS.
6. IF QUESTIONS EXIST AS TO THE PURPOSE OR INTENT OF GRADES OR STAKES, THE CONTRACTOR SHALL NOT ASSUME, BUT SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING.
7. ALL STM PIPE LABELED AS CONC. SHALL BE REINFORCED CONCRETE PIPE PER ODOT 706.02. UNLESS OTHERWISE NOTED, STM PIPE CALLED FOR IN THE PLANS ARE TO BE PVC SDR-35.

SITE EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO DEMOLITION AND CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION CONTROL MEASURES PER THE OHIO EPA NPDES GENERAL PERMIT.
2. BEST MANAGEMENT PRACTICES (BMPs) SHOWN ON PLANS SHALL BE REVISED OR IMPLEMENTED AS REQUIRED. CONTRACTOR SHALL MONITOR CONSTRUCTION BMPs AND PROVIDE ADDITIONAL BMPs AS REQUIRED TO PREVENT SEDIMENT RUNOFF FROM CONSTRUCTION SITE ONTO PAVEMENT AND NON-WORK AREAS.
3. AT A MINIMUM, ALL EROSION AND SEDIMENT CONTROLS ON THE SITE SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN ONE-HALF INCH OF RAIN PER 24 HOUR PERIOD. QUALIFIED INSPECTION PERSONNEL (THOSE WITH KNOWLEDGE AND EXPERIENCE IN THE INSTALLATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROLS) SHALL CONDUCT THESE INSPECTIONS TO ENSURE THAT THE CONTROL PRACTICES ARE FUNCTIONAL AND TO EVALUATE WHETHER THE EROSION CONTROL IS ADEQUATE AND PROPERLY IMPLEMENTED OR WHETHER ADDITIONAL CONTROL MEASURES ARE REQUIRED. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. DISCHARGE LOCATIONS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO THE RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE VEHICLE TRACKING.
4. SITE STABILIZATION SHALL BEGIN WITHIN 7 DAYS ON AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED FOR 14 DAYS.
5. ALL MUD OR DEBRIS TRACKED ON EXISTING STREETS AND PARKING LOT PAVEMENT SHALL BE CLEANED AT THE END OF EACH DAY OR AS DIRECTED BY CITY OF CINCINNATI DOTE OR THE OWNER. PERIODIC STREET SWEEPING MAY BE REQUIRED.
6. IN ADDITION TO ANY TEMPORARY EROSION, MUD, AND DEBRIS CONTROL DETAILS AND NOTES SHOWN ON THE PLANS, THE CONTRACTOR SHOULD PLACE TEMPORARY OR PERMANENT SEEDING, MULCHING AND/OR MULCH NETTING OR ANY OTHER GENERALLY ACCEPTED METHODS TO PREVENT EROSION, MUD, AND DEBRIS FROM BEING DEPOSITED ON OTHER PROPERTY, ON NEWLY CONSTRUCTED OR EXISTING ROADS, OR INTO EXISTING SEWERS OR NEW SEWERS WITHIN THE DEVELOPMENT. THE CONTRACTOR SHOULD CONTINUALLY MONITOR THE CONSTRUCTION PROGRESS AND MAKE ANY NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.
7. ALL EXISTING TREES AND BUSHES TO REMAIN SHALL BE PROTECTED WITH RIGID CONSTRUCTION FENCING AT THE DRIPLINE TO PROTECT ROOTS FROM DAMAGE. DO NOT STORE ANY EQUIPMENT OR MATERIALS UNDER THE DRIPLINE.
8. AFTER THE VEGETATION HAS BECOME WELL ESTABLISHED, TEMPORARY EROSION AND SEDIMENT CONTROLS CAN BE REMOVED.
9. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT EACH POINT OF INGRESS AND EGRESS TO THE SITE DURING CONSTRUCTION. (SEE SHEET C505).
10. ALL DISTURBED ARES SHALL BE SEEDED. (SEE SHEET C505).

SMU STANDARD PLAN NOTES

1. ALL PLANS AND CONSTRUCTION WITHIN THE CITY OF CINCINNATI SHALL COMPLY WITH CHAPTER 720 OF THE CITY'S MUNICIPAL CODE ALONG WITH THE LATEST EDITIONS OF SMU'S: A) DETENTION OPERATION AND MAINTENANCE PLAN, A) FEES, C) STANDARD DRAWINGS, D) PIPE MATERIALS POLICY, AND E) RULES & REGULATIONS. THESE DOCUMENTS CAN BE DOWNLOADED FROM SMU'S WEBSITE AT: HTTP://WWW.CINCINNATI-OH.GOV/STORMWATER/. IF THERE ARE CONFLICTS BETWEEN THESE DOCUMENTS SMU SHALL BE CONTACTED TO RESOLVE THE ISSUE PRIOR TO WORK COMMENCING. SMU CAN BE REACHED AT 513-591-7746 OR STORMWATERMANAGEMENT@CINCINNATI-OH.GOV.
2. TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE PLANS SHALL BE INSTALLED AS EARLY AS POSSIBLE AND BE MAINTAINED THROUGHOUT THE PROJECT.
3. A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT IS REQUIRED IF THE TOTAL LAND DISTURBANCE WILL BE EQUAL TO OR GREATER THAN ONE ACRE IN A STORM ONLY SEWER AND/OR IF DISCHARGING TO A CREEK. A COPY OF THE PERMIT MUST ACCOMPANY THE REQUEST FOR APPROVAL OF THE PLAN.
4. SMU DOES NOT ALLOW TWO-PIECE CASTINGS OR SLAB TOP MANHOLES AND ONLY REINFORCED CONCRETE PIPE (RCP) OR DUCTILE IRON PIPE (DIP) IS PERMITTED WITHIN AN EASEMENT OR RIGHT-OF-WAY.
5. SMU DOES NOT ALLOW ANY DRAINAGE STRUCTURES WITHIN 5 FEET OF A DRIVEWAY.
6. ALL PUBLIC STORM DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) CONSTRUCTION AND MATERIAL SPECIFICATIONS, AND WITH THE LATEST EDITION OF THE CITY OF CINCINNATI SUPPLEMENT TO THE ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. IF THERE IS A CONFLICT BETWEEN THE GOVERNING SPECIFICATIONS THE MOST STRINGENT SHALL BE SMU SHALL BE CONTACTED TO RESOLVE ANY DISCREPANCIES PRIOR TO WORK COMMENCING. SMU CAN BE REACHED AT 513-591-7746 OR STORMWATERMANAGEMENT@CINCINNATI-OH.GOV.
7. THE OWNERS OF ALL PROPERTIES SHOWN ON THIS IMPROVEMENT PLAN SHALL BE SUBJECT TO ALL APPLICABLE SEWER MAINLINE INSPECTION FEES, SERVICE CHARGES, ASSESSMENTS, TAP-IN CHARGES OR OTHER FEES, WHICH HAVE BEEN ESTABLISHED BY CITY COUNCIL, CITY OF CINCINNATI.
8. ALL WORK DONE ON STORMWATER INFRASTRUCTURE WITHIN THE CITY OF CINCINNATI MUST BE DONE BY A CONTRACTOR WHO IS AN APPROVED SEWER TAPPER PROPERLY LICENSED AND BONDED THROUGH THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI.
9. A STORMWATER TAP PERMIT IS REQUIRED FOR EACH BUILDING. BOND OR FINAL ACCEPTANCE OF THE MAIN LINE IS REQUIRED PRIOR TO ISSUANCE OF A TAP PERMIT. A SKETCH SHALL BE SUBMITTED BY THE PLUMBER, WHICH SHALL SHOW THE ELEVATION AND LOCATION OF THE STORMWATER TAP WITH RESPECT TO THE NEAREST STORM MANHOLE. A REQUEST FOR APPLICATION CAN BE SENT TO STORMWATERMANAGEMENT@CINCINNATI-OH.GOV.
10. ALL PUBLIC STORMWATER INFRASTRUCTURE THAT IS BEING TAPPED INTO MUST BE CORED, AND INSPECTED AS PART OF THE TAP PERMIT PROCESS.
11. ALL STORMWATER INFRASTRUCTURE WITHIN THIS DEVELOPMENT IS TO BE PRIVATE AND MAINTAINED BY THE OWNER(S). [ONLY IF APPLICABLE.]
12. STORMWATER INFRASTRUCTURE CONSTRUCTION MUST COMMENCE WITHIN 12 MONTHS AND BE COMPLETED WITHIN 36 MONTHS OF THE DATE OF APPROVAL SHOWN HEREON OR THESE PLANS BECOME VOID.
13. NEAR THE COMPLETION OF WORK ON ALL STORMWATER INFRASTRUCTURE, THE [CONTRACTOR/OWNER/DEVELOPER/ETC.] SHALL REQUEST CAGIS IDS FROM SMU. UPON COMPLETION OF THE WORK USING SAID IDS THE [CONTRACTOR/OWNER/DEVELOPER/ETC.] SHALL CLOSE CIRCUIT TELEVISE (CCTV) THE PUBLIC STORMWATER MAINLINES AS WELL AS PROVIDE DIGITAL PHOTOGRAPHS OF THE LINES AND STRUCTURES. THE CCTV SHALL BE PIPELINE ASSESSMENT CERTIFICATION PROGRAM (PACP)-COMPLIANT AND SUBMITTED TO SMU FOR APPROVAL.
14. FINAL ACCEPTANCE: IN ORDER FOR SMU TO GRANT FINAL ACCEPTANCE THE FOLLOWING MUST BE SUPPLIED:
a. AS-BUILT DRAWINGS WITH ACCURATE LOCATIONS, DESCRIPTIONS, AND QUANTITIES OF THE INSTALLED MATERIALS
b. FINAL CLEANING AND INSPECTION BY THE OWNER OF THE INFRASTRUCTURE MUST BE COMPLETED AND WITHOUT CONFLICTS.
15. SMU RESERVES THE RIGHT TO REFUSE OWNERSHIP ON BEHALF OF THE CITY.

MSD SANITARY SEWER NOTES

[EFFECTIVE NOVEMBER 2014]

1. ALL PLANS AND CONSTRUCTION WITHIN HAMILTON COUNTY SHALL COMPLY WITH THE LATEST EDITION OF THE "RULES AND REGULATIONS" MANUAL GOVERNING THE DESIGN, CONSTRUCTION, MAINTENANCE, OPERATION , AND USE OF SANITARY AND COMBINED SEWERS IN THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI, HAMILTON COUNTY, OHIO, EFFECTIVE MARCH 1, 2001. COPIES MAY BE OBTAINED FROM THE DIVISION OF WASTEWATER ENGINEERING MSD, 1600 GEST STREET, CINCINNATI, OHIO 45204.
2. ALL SANITARY SEWERS SHALL BE CONSTRUCTED UNDER THE INSPECTION OF THE SEWERS CHIEF ENGINEER, MSD.
3. THE OWNERS OF ALL PROPERTIES SHOWN ON THIS IMPROVEMENT PLAN SHALL BE SUBJECT TO ALL APPLICABLE SEWER SERVICE CHARGES, ASSESSMENTS, TAP-IN CHARGES OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS.
4. APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO BREAKING GROUND FOR THE PURPOSE OF VERIFYING BY FIELD INSPECTION THE EXACT LOCATION OF UNDERGROUND UTILITIES.
5. ALL SANITARY SEWER PIPE SHALL BE PVC, SDR35, ASTM D-3034 IN ACCORDANCE WITH MSD RULES AND REGULATIONS, EXCEPT WHERE NOTED.
6. ALL MANHOLES ON SANITARY SEWERS SHALL BE TYPE "S" MSD ACCESSION NO. 49037.
7. SANITARY MANHOLES SHALL BE TEMPORARILY CONSTRUCTED TO AN ELEVATION OF TWO FEET ABOVE THE SURROUNDING GRADE BY MEANS OF AN ADDITIONAL MANHOLE SECTION OR BRICK MASONRY ON TOP OF THE CONE.
8. SANITARY BUILDING SEWERS FOR PUBLIC AND PRIVATE SEWERS SHALL NOT BE EXTENDED MORE THAN TEN (10) FEET BEYOND THE PROPOSED RIGHT-OF-WAY LINE, EASEMENT LINE OR, IN CASES OF PRIVATE SEWERS, NO MORE THAN TEN (10) FEET BEYOND THE MAIN LINE SEWER PRIOR TO ISSUANCE OF TAP PERMITS.
9. TWO-WAY CLEANOUTS SHALL BE INSTALLED AT THE RIGHT-OF-WAY LINE OR SANITARY SEWER EASEMENT, WHERE APPLICABLE, IN ACCORDANCE TO MSD ACCESSION NO. 61979.
10. ALL LOWEST FINISHED FLOOR ELEVATIONS SHALL BE AT LEAST 36 INCHES ABOVE THE CROWN OF THE SEWER AT THE POINT OF TAP CONNECTION TO SAID SEWER, WHETHER PUBLIC OR PRIVATE, AND/OR IN ACCORDANCE WITH CITY OF CINCINNATI SUPPLEMENT CC-S1-49 . ANY BUILDING TO BE SERVED BY MEANS OTHER THAN GRAVITY MUST BE SO NOTED ON THE PLANS.
11. ALL MANHOLES ON PUBLIC SANITARY SEWERS SHALL HAVE STANDARD LIDS AND FRAMES, MSD ACCESSION. NO 49005, EXCEPT WHERE NOTED. THE FRAME SHALL BE SECURELY FASTENED TO THE TOP MANHOLE SECTION BY FOUR 3/4-INCH STAINLESS STEEL CINCH ANCHORS.
12. CONTRACTOR'S LICENSE - ALL WORK DONE ON SANITARY AND/OR COMBINED SEWERS WITHIN THE JURISDICTION OF THE METROPOLITAN SEWER DISTRICT MUST BE DONE BY A CONTRACTOR WHO IS AN APPROVED SEWER TAPPER PROPERLY LICENSED BY THE DEPARTMENT AND BONDED.
13. SANITARY BUILDING SEWERS SHALL BE CONNECTED TO THE MAIN LINE WITH WYES. TEE FITTINGS ARE TO BE USED ONLY WHERE SHOWN ON THE APPROVED PLAN.
14. A TAP PERMIT IS REQUIRED FOR EACH BUILDING. BOND OR FINAL APPROVAL OF THE MAIN LINE IS REQUIRED PRIOR TO ISSUANCE OF A TAP PERMIT.
15. SANITARY SEWER CONSTRUCTION MUST COMMENCE WITHIN 12 MONTHS AND BE COMPLETED WITHIN 36 MONTHS OF THE DATE OF APPROVAL SHOWN HEREON OR THESE PLANS BECOME VOID.
16. FOR SANITARY SEWER MANHOLES CONSTRUCTED IN PARKING LOTS, THE RIM ELEVATION SHALL BE 1" HIGHER THAN THE SURROUNDING GRADE AND THE PAVEMENT SHALL BE FEATHERED AWAY FROM THE MANHOLE RIM AT A GRADUAL SLOPE.
17. FOR SANITARY MANHOLES CONSTRUCTED IN GRASS AREAS, THE RIM ELEVATION SHALL BE 3" HIGHER THAN THE SURROUNDING GRADE, AND THE FILL SHALL BE FEATHERED AWAY FROM THE MANHOLE RIM AT A GRADUAL SLOPE.
18. ROOF DRAINS, FOUNDATION DRAINS, COOLING WATER, SWIMMING POOL WATER OR OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
19. TO ASSURE THAT STORMWATER DOES NOT ENTER THE SANITARY SEWER SYSTEM, A SCHEMATIC PLAN OF THE FOOTING AND FOUNDATION DRAINAGE SYSTEM, INCLUDING THE POINT OF DISCHARGE, IS NECESSARY.
20. THE CONTRACTOR SHALL TEST ALL MANHOLES LEAKAGE BY MEANS OF VACUUM TESTING. THE VACUUM TESTING CANNOT BE DONE UNTIL AFTER THE MANHOLES ARE SET TO FINAL GRADE AND THE MANHOLE CASTINGS ARE BOLTED DOWN. ALL LIFT HOLES SHALL BE PLUGGED. ANY OTHER OPENINGS, SUCH AS FOR PRESSURE RELIEF VALVES, SHALL BE TEMPORARILY PLUGGED TO ALLOW THE VACUUM TEST. ALL PIPES ENTERING THE MANHOLE SHALL BE PLUGGED AND CARE SHALL BE TAKEN TO SECURELY BRACE THE PLUGS FROM BEING DRAWN INTO THE MANHOLE. THE VACUUM EQUIPMENT TEST HEAD SHALL BE PLACED IN THE OPENING OF THE CASTING ONLY, AND THE SEAL INFLATED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. VACUUM TESTING SHALL BE IN ACCORDANCE WITH ASTM C1244. A VACUUM OF 10 INCHES MERCURY (10" HG) SHALL BE DRAWN AND THE VACUUM PUMP SHUT OFF. WITH THE VALVES CLOSED, THE TIME SHALL BE MEASURED FOR THE VACUUM TO DROP TO NINE INCHES MERCURY (9" HG). THE MANHOLE SHALL PASS IF THE TIME MEETS OR EXCEEDS THE ALLOWABLE TIMES AS CALCULATED FROM ASTIM C1244, OR AS APPROVED BY THE ENGINEER. ALL MANHOLE REPAIR AND RETESTING REQUIRED BECAUSE OF THE FAILURE TO MEET THE TESTING REQUIREMENTS SHALL BE BORNE BY THE CONTRACTOR AT HIS COST.
21. INSTALLATION OF A PRIVATE FORCE MAIN REQUIRES A PERMIT FROM THE HAMILTON COUNTY BOARD OF HEALTH. CONTACT THE BOARD OF HEALTH AT 946-7852 REGARDING PERMIT AND INSPECTION.
22. ALL SANITARY SEWERS WITHIN THIS DEVELOPMENT TO BE PRIVATE ARE TO BE MAINTAINED BY THE OWNER.

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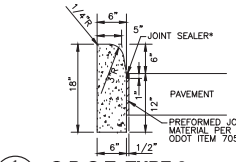
Item	Revision Description	Date	Drawn	Chk
1	Date Coordinator Set	9-24-23	JAB	JAB
2	Revised Per Client Revisions & Duke Coordination	11-17-23	KXO	JAB
3	Revised Per Client and Planning Revision	01-24-25	MGS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
GENERAL NOTES

bayer becker
Engineers | Surveyors | Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

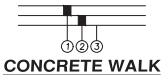
Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C001**

Plot time: Jan 23, 2025 - 10:52am
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C001



1 C002 **O.D.O.T. TYPE 6 CURB DETAIL**
NOT TO SCALE

*NOTE: EXPANSION JOINT MATERIAL & JOINT SEALER ARE NOT REQUIRED FOR THAT PORTION OF THE CURB WHICH IS ADJACENT TO A FLEXIBLE TYPE PAVEMENT. BOTH MATERIALS ARE REQUIRED FOR THE FULL HEIGHT OF RIGID PAVEMENT AND CONCRETE BASES.

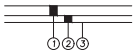


2 C002 **CONCRETE WALK**
NOT TO SCALE

1. ITEM 608 - 4" CONCRETE WALK
2. ITEM 304 - 4" AGGREGATE BASE
3. ITEM 203 - SUBGRADE COMPACTION

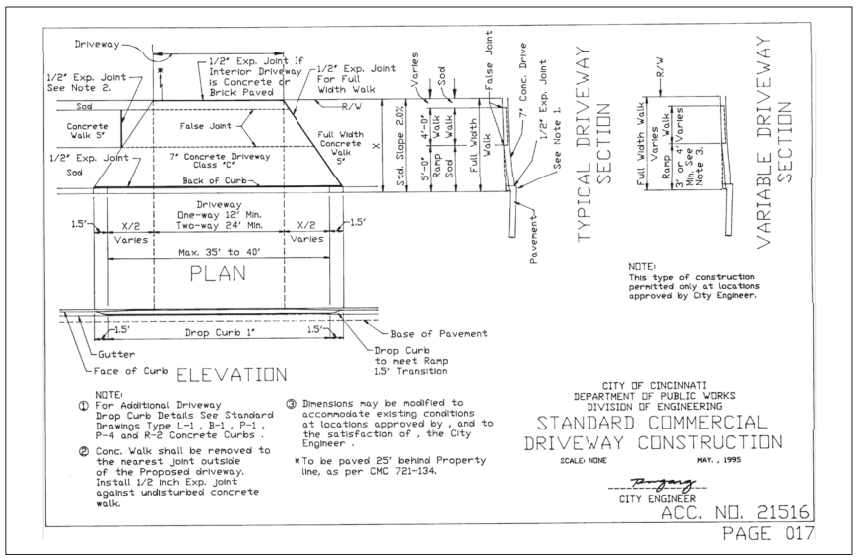
3 C002 **ASPHALT PAVEMENT**
NOT TO SCALE

1. ITEM 448 - 1-1/2" SURFACE COURSE, TYPE 1
2. ITEM 448 - 1-1/2" LEVELING COURSE
3. ITEM 301 - 6" ASPHALT CONCRETE BASE
4. ITEM 304 - 6" AGGREGATE BASE
5. ITEM 203 - SUBGRADE COMPACTION

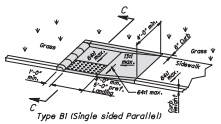


4 C002 **CONCRETE DRIVE DETAIL**
NOT TO SCALE

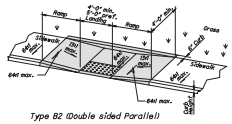
1. ITEM 608 – 5" CONCRETE PAVEMENT
2. ITEM 304 – 4" AGGREGATE BASE
3. ITEM 203 – SUBGRADE COMPACTION



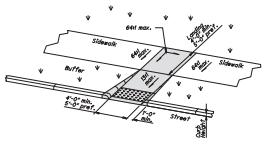
6 C002 **DRIVE DETAIL**
NOT TO SCALE



Type B1 (Single sided Parallel)



Type B2 (Double sided Parallel)



Type A2 (Perpendicular with returned curb)

CURB RAMP NOTES

DETECTABLE WARNINGS: Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

DRAINAGE: Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding ¼" between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

SURFACE TEXTURE: Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

JOINTS: Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a ½" Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines

DETECTABLE WARNINGS:

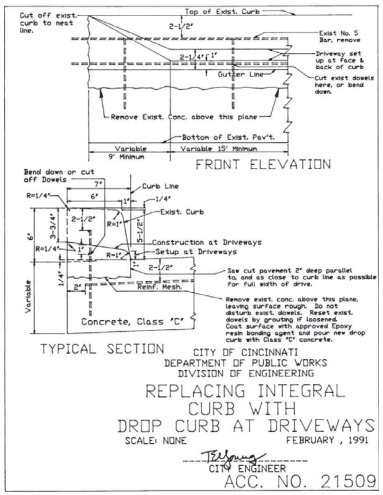
Detectable Warnings are a distinctive surface patter of truncated domes which are detectable by cane or underfoot to alert people with vision impairments of their approach to streets and hazardous drop-offs.

Detectable Warnings are to be installed at any location where pedestrians might cross paths with vehicular traffic lanes, such as the base of curb ramps or at blended curbs. A 24" strip of domes is to be installed for the full width of the ramp or walk. The depth of concrete underneath detectable warning products shall be a minimum of 4"

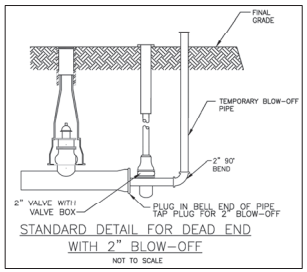
Truncated domes should be aligned with the primary direction of the ramp. Normally the detectable warnings should be flush with the back of the curb. For non-standard layouts, detectable warning materials may have to be mitered and placed segmentally.

Color of the detectable warnings should contrast with the surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Service's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.

8 C002 **CURB RAMP DETAILS**
NOT TO SCALE

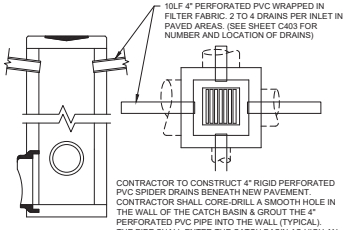


7 C002 **CURB DETAIL**
NOT TO SCALE

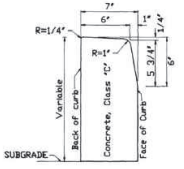


NOT TO SCALE

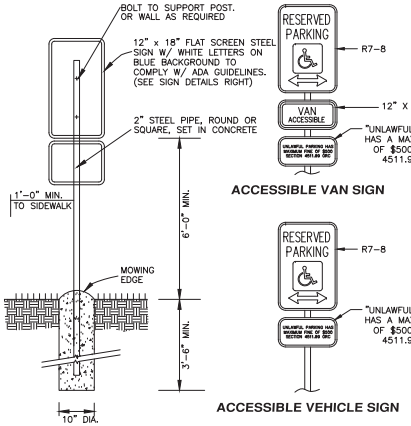
9 C002 **END 4" DOMESTIC WATER**
NOT TO SCALE



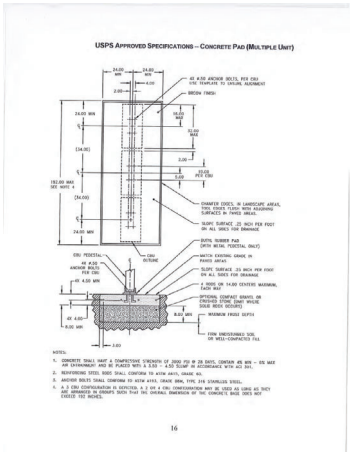
10 C002 **TYPICAL CATCH BASIN WITH SPIDER DRAINS**
NOT TO SCALE



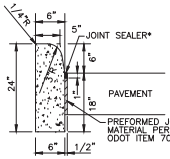
CITY OF CINCINNATI
12 C002 **BATTERED TYPE S-1 CURB**
NOT TO SCALE



5 C002 **ADA ACCESSIBLE SIGN DETAILS**
NOT TO SCALE



11 C002 **CBU DETAIL**
NOT TO SCALE



13 C002 **O.D.O.T. TYPE 6 MOD CURB DETAIL**
NOT TO SCALE

*NOTE: EXPANSION JOINT MATERIAL & JOINT SEALER ARE NOT REQUIRED FOR THAT PORTION OF THE CURB WHICH IS ADJACENT TO A FLEXIBLE TYPE PAVEMENT. BOTH MATERIALS ARE REQUIRED FOR THE FULL HEIGHT OF RIGID PAVEMENT AND CONCRETE BASES.

Item	Revision Description	Date	Drwn	Chk
1	Date Coordinator Set	10-24-23	JAB	JAB
2	Revised Per Client Revisions & Duke Coordination	11-17-23	KOG	JAB
3	Revised Per Client and Phasing Revision	02-14-25	MGS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI, OHIO 45202
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
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ARCHITECTURE & ENGINEERING
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6000

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C002**

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Plot time: Jan 23, 2025 - 10:52am
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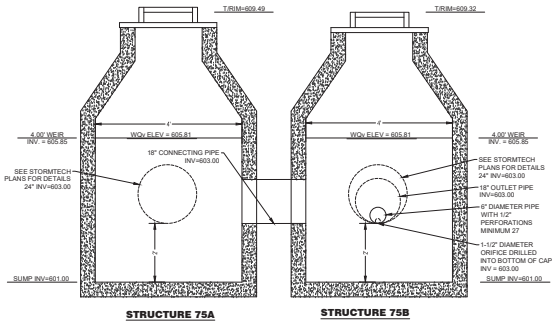
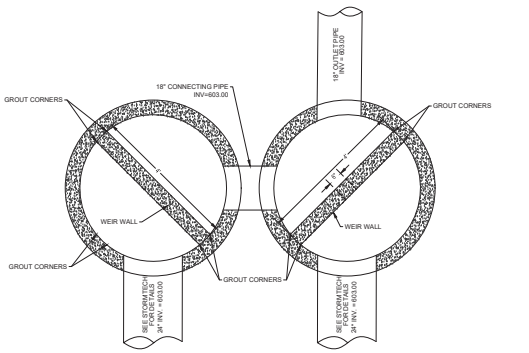
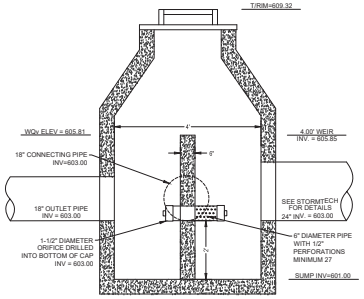


STRUCTURE 75A **STRUCTURE 75B**



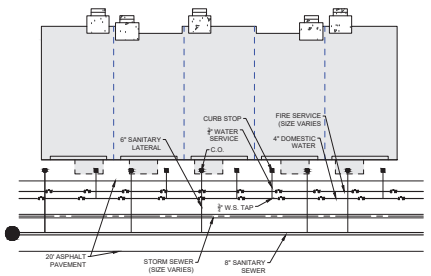
STRUCTURE 75A **STRUCTURE 75B**



STRUCTURE 75B

ODOT 48" STORM MANHOLE
OUTLET STRUCTURE 75A & 75B DETAIL

NOT TO SCALE



TYPICAL LATERAL CONNECTIONS

NOT TO SCALE

PROJECT INFORMATION	
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PROJECT MGR	CHRIS DI

ADS Advanced Drainage Systems, Inc.

ADS Stormtech Chamber System for Stormwater Management

ARCADIA TOWNHOMES

CINCINNATI, OH

DC-780 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH DC-780.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED PP3 PROPYLENE COPOLYMERS.
3. CHAMBER ROWS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER FOOTPRINT SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE LONG-TERM STRUCTURAL INTEGRITY UNDER THE LOADING CONDITIONS SPECIFIED IN SECTIONS 12.12 AND APPENDIX B OF AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, INCLUDING LIVE LOADS IN OPEN AND PAVED AREAS AND H-20/HS-20 TRUCK LOADS WITH IMPACT FACTOR AND LANE FACTORS APPLIED.
6. MINIMUM CHAMBER SPACING SHALL BE 6" (152 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. STANDARD FINAL FILL FOR INSTALLATIONS UNDER PAVED AREAS SHALL CONSIST OF A MINIMUM OF 18" (457 mm) OF STORMTECH APPROVED CRUSHED, ANGULAR STONE PLACED AND COMPACTED IN ACCORDANCE WITH ASTM D2321 STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS AND ASTM D2321 STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS FOR ADDITIONAL INFORMATION. LOAD COMBINATIONS SHALL INCLUDE, CONSTRUCTION EQUIPMENT, MINIMUM COVER REQUIREMENTS, AND LIVE LOADS AS DEFINED IN SECTION 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.
8. ALTERNATIVE BACKFILL MATERIALS AND COMPACTION REQUIREMENTS MAY BE ALLOWED FOR SPECIAL APPLICATIONS OR WHERE SITE CONDITIONS PREVENT THE USE OF STONE. ALL ALTERNATIVE BACKFILL MATERIALS AND COMPACTION REQUIREMENTS MUST BE REVIEWED AND APPROVED BY THE STORMTECH ENGINEERING DEPARTMENT.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT NOTES FOR THE BIDDING AND INSTALLATION OF THE DC-780 CHAMBER SYSTEM

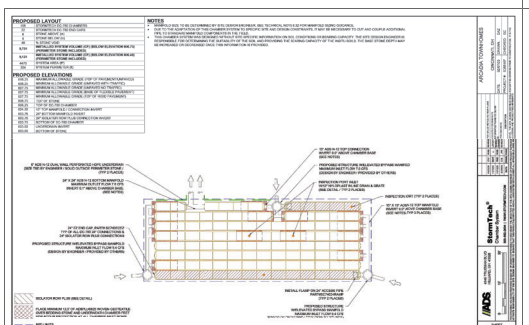
1. STORMTECH DC-CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLATION CONTRACTOR.
2. STORMTECH DC-CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH DC-780 CHAMBER SYSTEM CONSTRUCTION GUIDE" (CURRENT EDITION).
3. CHAMBERS MAY NOT TO BE MOVED BY EXCAVATOR WITH BUCKET LOADED ON TOP OF CHAMBERS. STORMTECH RECOMMENDED 4 BACKFILL METHODS:
   - STANDARD CONSTRUCTION USING A MINIMUM OF 95% COMPACTION (ASTM D698 OR MODIFIED PROCTOR) BACKFILL FROM OUTSIDE THE CHAMBER FOOTPRINT ON COMPACTED SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG-REACH OR CRANE BUCKET.
4. THE STABILIZATION STONE SHALL BE SPREAD AND COMPACTED FROM FILLING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY MATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM 6" (152 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4" (9.5 mm) MIN.
8. THE CONTRACTOR MUST REPORT ANY OBSERVED PROBLEMS WITH CHAMBER FOUNDATION OR STABILIZATION STONE DURING EXCAVATION TO THE SITE DESIGN ENGINEER.
9. ADS RECOMMENDS THE USE OF "TYCONTROL CATTO 17" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBGRADE AND STORMTECH ENVIRONMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH DC-780 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH DC-780 CHAMBER SYSTEM CONSTRUCTION GUIDE".
2. THE USE OF CONSTRUCTION EQUIPMENT OVER DC-780 CHAMBERS IS LIMITED:
   - NO RESTRICTIONS ON EQUIPMENT WITH GROUND PRESSURE LESS THAN 12.4 PSI (85 kPa).
   - NO HEAVY CONSTRUCTION EQUIPMENT ON TOP OF CHAMBERS UNTIL A MINIMUM OF 24" (600 mm) OF STORMTECH APPROVED MATERIAL HAS BEEN PLACED OVER THE CHAMBERS.
   - NO DRIVING OF PILES ON TOP OF CHAMBERS.
   - NO VIBRATORY COMPACTION EQUIPMENT WITHIN 3' (900 mm) OF THE CHAMBERS.
3. FULL 36" (900 mm) OF STABILIZED STONE MUST BE PLACED OVER ALL DC-780 SERIES CHAMBERS BEFORE ANY DUMP TRUCKS, TRAVEL OR LOADING OR UNLOADING OF CONSTRUCTION MATERIALS IS ALLOWED. THE FOLLOWING CONSTRUCTION EQUIPMENT IS ALLOWED ONTO THE SITE WHEN PLACING THE FIRST 36" (900 mm) OF STABILIZED STONE OVER THE CHAMBERS:
   - A FULLY LOADED TANDEM AXLE DUMP TRUCK WEIGHING NOT MORE THAN 50,000 LBS (22 680 kg) WITH A MINIMUM TIRE PRESSURE OF 100 PSI (690 kPa).
   - A FULLY LOADED TRI-AXLE DUMP TRUCK WEIGHING NOT MORE THAN 72,000 LBS (32 659 kg) WITH A MINIMUM TIRE PRESSURE OF 100 PSI (690 kPa).
   - A DOZER WEIGHING NOT MORE THAN 1,000 PIW (1 786 kg/m) WITH A MINIMUM TIRE PRESSURE OF 100 PSI (690 kPa).
   - THE FIRST LOADED CHECK MUST BE OBSERVED BY AN ENGINEER WITH EXPERIENCE IN THE INSTALLATION OF STORMTECH CHAMBERS.
   - ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER MAY BE ALLOWED. UPON INSPECTION BY THE SITE DESIGN ENGINEER OR ENGINEER'S REPRESENTATIVE, ANY CHAMBERS DAMAGED BY THE "DUMP AND RUN" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.
4. ALL EQUIPMENT MUST BE KEPT OFF OF EXPOSED GEOTEXTILE AT ALL TIMES.
5. FULL 36" (900 mm) OF STABILIZED STONE MUST BE PLACED OVER ALL DC-780 SERIES CHAMBERS BEFORE ANY DUMP TRUCKS, TRAVEL OR LOADING OR UNLOADING OF CONSTRUCTION MATERIALS IS ALLOWED. THE FOLLOWING CONSTRUCTION EQUIPMENT IS ALLOWED ONTO THE SITE WHEN PLACING THE FIRST 36" (900 mm) OF STABILIZED STONE OVER THE CHAMBERS:
   - A FULLY LOADED TANDEM AXLE DUMP TRUCK WEIGHING NOT MORE THAN 50,000 LBS (22 680 kg) WITH A MINIMUM TIRE PRESSURE OF 100 PSI (690 kPa).
   - A FULLY LOADED TRI-AXLE DUMP TRUCK WEIGHING NOT MORE THAN 72,000 LBS (32 659 kg) WITH A MINIMUM TIRE PRESSURE OF 100 PSI (690 kPa).
   - A DOZER WEIGHING NOT MORE THAN 1,000 PIW (1 786 kg/m) WITH A MINIMUM TIRE PRESSURE OF 100 PSI (690 kPa).
   - THE FIRST LOADED CHECK MUST BE OBSERVED BY AN ENGINEER WITH EXPERIENCE IN THE INSTALLATION OF STORMTECH CHAMBERS.
   - ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER MAY BE ALLOWED. UPON INSPECTION BY THE SITE DESIGN ENGINEER OR ENGINEER'S REPRESENTATIVE, ANY CHAMBERS DAMAGED BY THE "DUMP AND RUN" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.
6. ALL EQUIPMENT MUST BE KEPT OFF OF EXPOSED GEOTEXTILE AT ALL TIMES.

USE OF A GEOGRID TO PERM EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY MORE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND RUN" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-800-882-8994 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WHEN PLANS CALL FOR CONSTRUCTION EQUIPMENT.



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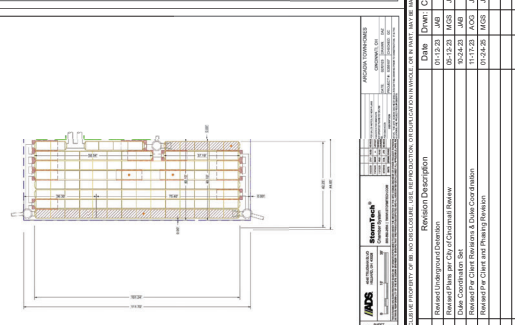
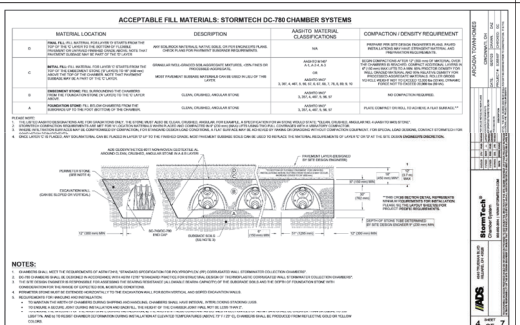


3 OF 7

ACCEPTABLE FILL MATERIALS: STORMTECH DC-780 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER D STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIAL NATURAL SOILS, OR PER ENGINEERS PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER C STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO THE 'D' LAYER ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER	GRAVELS AND SAND; GRADED WELL OR UNIFORMLY GRADED, WITH LESS THAN 35% PASSING #200 SIEVE. MAXIMUM PARTICLE SIZE SHALL BE LESS THAN OR EQUAL TO 2" (50 mm)	AASHTO M145 A-1, A-2, A-3 OR A-4	BEGIN COMPACTIONS AT TOP OF 'C' LIFE (150 mm) OF MATERIAL OVER THE CHAMBERS. COMPACT ALL LAYERS TO A MIN. OF 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR UNIFORMLY GRADED AGGREGATE MATERIALS. PLACE AND FINISH PAVEMENT OVER 'C' LAYER. DO NOT PROOF ROLL UNTIL FINISH GRADE IS REACHED
	MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS	AASHTO M43 5, 56, 4, 467, 5, 6, 57, 6, 7, 78, 8, 89, 9, 10		
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 5, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FIRST LAYER OF THE CHAMBERS	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 5, 357, 4, 467, 5, 56, 57	PLACE, COMPACT (3 PASSES) & LEVEL TO ACHIEVE A FLAT SURFACE.**

PLEASE NOTE:
1. ALL STONE TO MEET AASHTO DESIGNATIONS AND TYPE I OR NONTYPE I ONLY. THE SYSTEM WILL NOT ALLOW CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43 #357) STONE TO FILL CHAMBERS WITH A MAXIMUM AGGREGATE SIZE GREATER THAN 2" (50 mm).
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'D' LAYER MATERIALS WHEN PLACED AND COMPACTED PER 'B' LAYER AND 'C' LAYER SPECIFICATIONS.
3. WHERE GEOTEXTILE SEPARATION BETWEEN THE 'B' AND 'C' LAYERS IS REQUIRED, A MINIMUM OF 12" (300 mm) OF STONE SHALL BE PLACED ON TOP OF THE GEOTEXTILE BEFORE COMPACTION EQUIPMENT WILL BE ALLOWED ONTO THE SYSTEM.
4. WHERE GEOTEXTILE SEPARATION BETWEEN THE 'A' AND 'B' LAYERS IS REQUIRED, A MINIMUM OF 6" (150 mm) OF STONE SHALL BE PLACED ON TOP OF THE GEOTEXTILE BEFORE COMPACTION EQUIPMENT WILL BE ALLOWED ONTO THE SYSTEM.
5. THE USE OF GEOGRID MATERIALS IS NOT RECOMMENDED WITHIN THE EMBEDMENT STONE ('B' LAYER) SURROUNDING THE CHAMBERS. THE USE OF GEOGRIDS MAY HINDER THE ABILITY TO ADEQUATELY COMPACT THE 'B' LAYER MATERIALS.
6. THE USE OF GEOGRIDS MAY BE REQUIRED FOR ROCK SIDE WALL SUPPORT. REFER TO STORMTECH'S LATEST GUIDANCE FOR USE OF GEOGRIDS WITH STORMTECH CHAMBER SYSTEMS.
7. ONCE LAYER 'C' IS PLACED, ANY SOIL/ROCK MATERIAL CAN BE USED TO BACKFILL THE TRENCH. REFER TO ENGINEER'S PLANS FOR BACKFILL REQUIREMENTS OUTSIDE OF THE STORMTECH SYSTEM.



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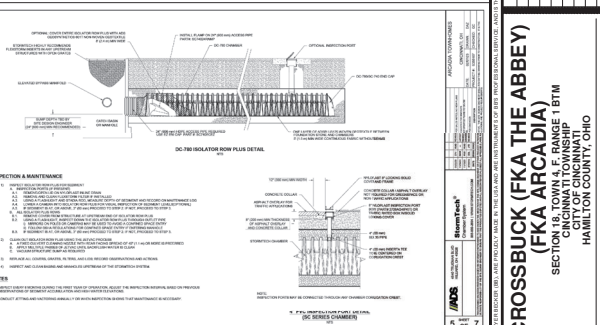

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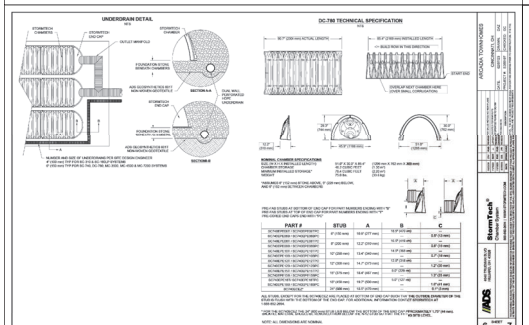

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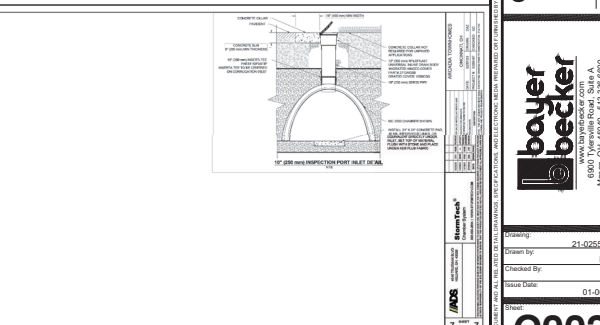

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Item	Revision Description	Date	Drawn	Chk
1	Revised Underground Detention	01-12-23	JAB	JAB
2	Revised Plans per City of Cincinnati Review	05-12-23	MDS	JAB
3	Date Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Date Coordination	11-17-23	AOC	JAB
5	Revised Per Client and Planning Revision	01-04-23	MDS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

DETAILS

bayer becker
ARCHITECTURE | PLANNING | INTERIORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:	21-0255 CD
Drawn by:	ETH
Checked By:	JAB
Issue Date:	01-06-23
Sheet:	C003

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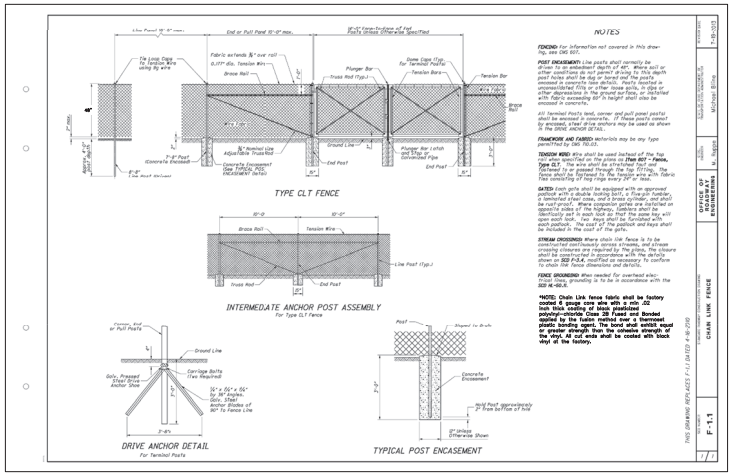

4' CHAINLINK FENCE

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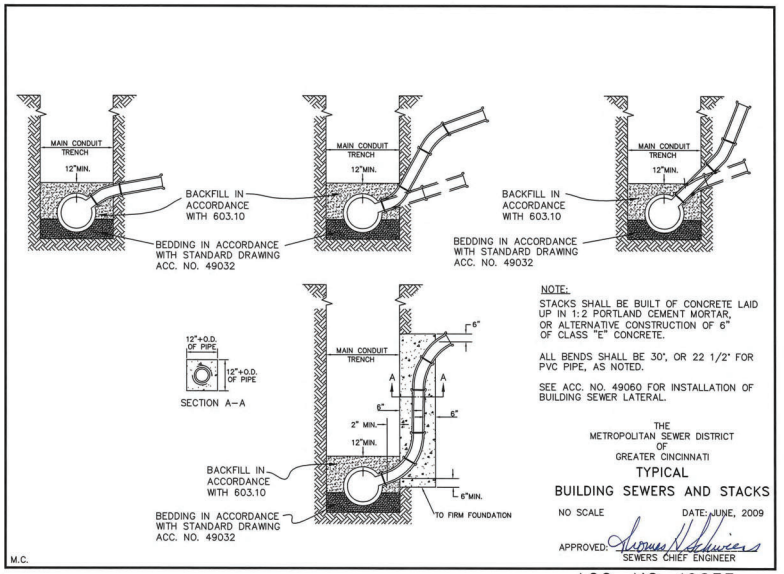
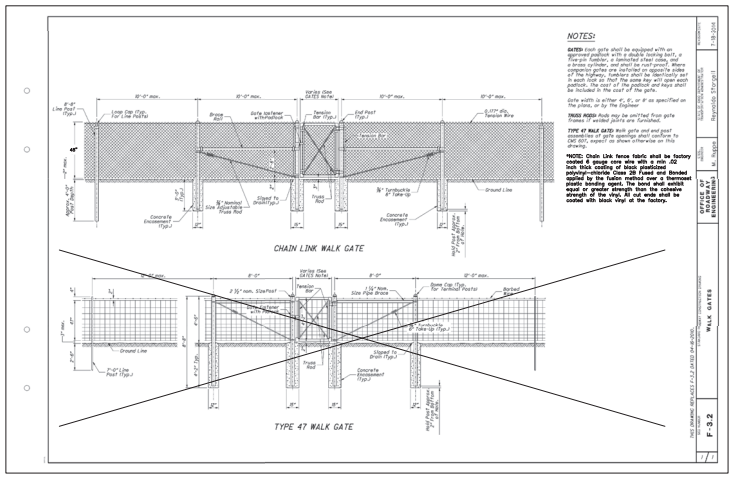


ACC. NO. 49033



4' CHAINLINK GATE

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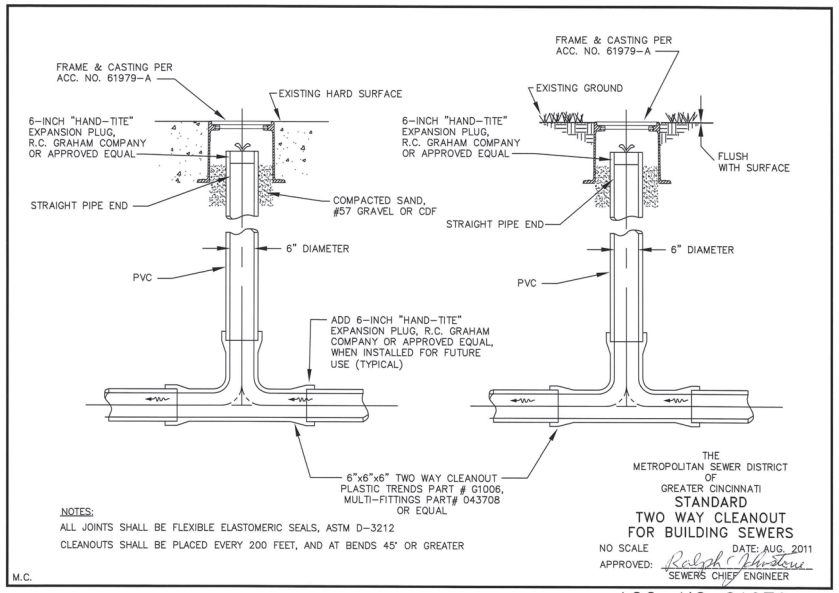

ACC. NO. 61979

Item	Revision Description	Date	Drawn	Chk.
1	Revised Per Client and Planning Revision	10-24-25	MGB	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
DETAILS

bayer becker
ENGINEERS & SURVEYORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 11-17-23
Sheet: **C004**

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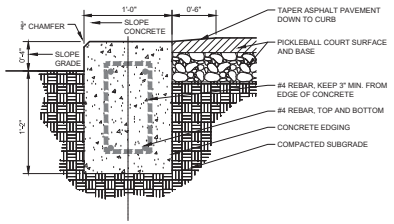
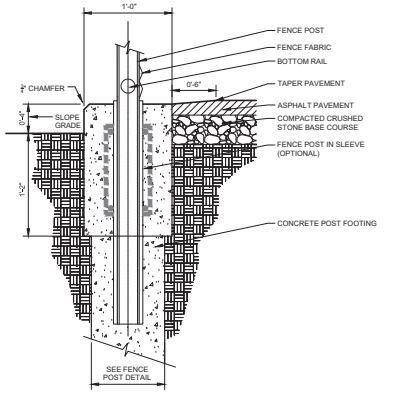


SECTION - CONCRETE COURT EDGING



SECTION - CONCRETE COURT EDGING AT FENCE POST

1 POURED CONCRETE COURT EDGE

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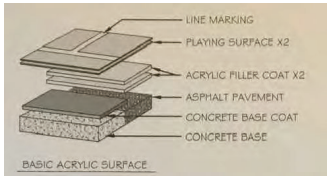
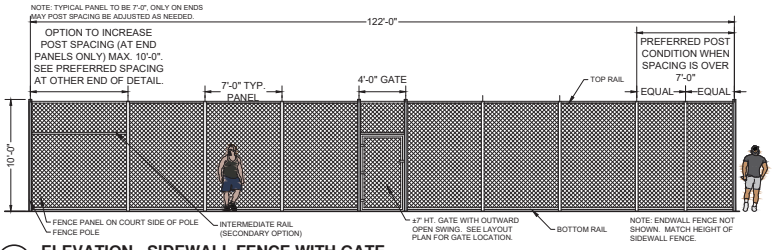


INSTALL PER MANUFACTUER'S RECOMMENDATIONS

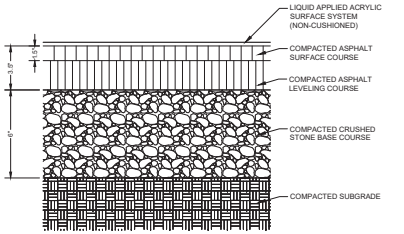
2 ACRYLIC COURT SURFACE SYSTEMS

NOT TO SCALE P-19-MIA1-03



3 ELEVATION - SIDEWALL FENCE WITH GATE

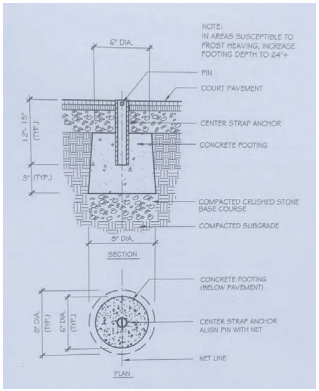
NOT TO SCALE DETAIL-FILE



NOTE: RECOMMENDED COURT SLOPE FROM 0.83% TO 1.0% (SIDE TO SIDE, NOT DIAGONAL)

4 ASPHALT COURT SECTION

NOT TO SCALE DETAIL-FILE



5 NET CENTER STRAP ANCHOR

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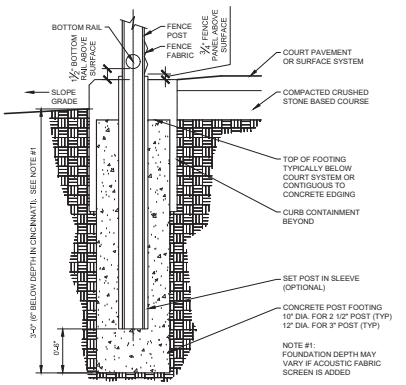
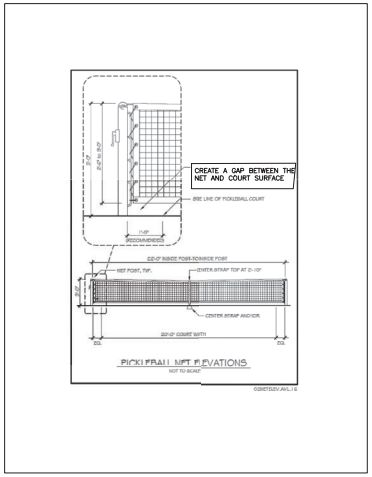
6 NOT USED

NOT TO SCALE



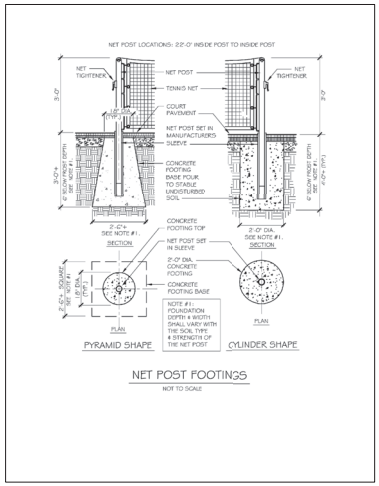
7 FENCE POST SECTION (TYPICAL CHAIN LINK)

NOT TO SCALE P-19-MIA1-10



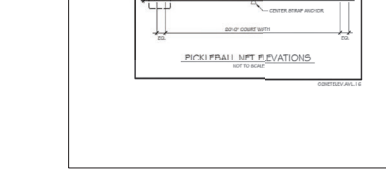
9 PICKLEBALL NET ELEVATIONS

NOT TO SCALE



8 PICKLEBALL NET POST FOOTING

NOT TO SCALE



1. 3" SCHEDULE 40 STEEL (3.5" O.D.) TERMINAL & GATE POSTS, POWDER COAT, COLOR: BLACK
2. 2.5" SCHEDULE 40 STEEL (2.875" O.D.) LINE POSTS, POWDER COAT, COLOR: BLACK
3. 1-5/8" O.D. SCHEDULE 40 STEEL BOTTOM OR TOP RAIL, POWDER COAT, COLOR: BLACK
4. 1-5/8" MID RAIL (OPTION WHEN POST SPACING IS GREATER THAN 7', SEE ELEVATION). POWDER COAT, COLOR BLACK.
5. 1-3/4", 9-GAUGE MESH, VINYL-COATED, CHAIN LINK FABRIC, KNUCKLE SELVAGE TOP AND BOTTOM, ATTACHED TO COURT SIDE OF THE POSTS, COLOR: BLACK. ATTACH FENCE FABRIC TO LINE POSTS WITH WIRES EVERY 12". ATTACH FENCE FABRIC TO TERMINAL AND GATE POSTS WITH TENSION BANDS AND BARS, 12" O.C., ONE LESS THAN FENCE HEIGHT, BUT NO FEWER THAN THREE.
6. OUTWARD SWINGING GATE WITH NON-LOCKING LATCH. MATCH FENCE.
7. CONCRETE FOOTING AT LINE POST. SEE FENCE POST DETAIL.
8. CONCRETE FOOTING AT TERMINAL OR GATE POST. SEE FENCE POST DETAIL.
9. CONCRETE FOOTING AT TERMINAL OR GATE POST. SEE FENCT POST DETAIL.
9. FINISHED GRADE

11 PICKLEBALL FENCE MATERIALS

NOT TO SCALE P-19-MIA1-14

Item	Revision Description	Date	Drwn	Chk

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS CREEK TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
DETAILS

bauer becker
ARCHITECTURE & DESIGN
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6000

Drawing:	21-0255 CD
Drawn by:	ETH
Checked By:	JAB
Issue Date:	01-24-25
Sheet:	C005

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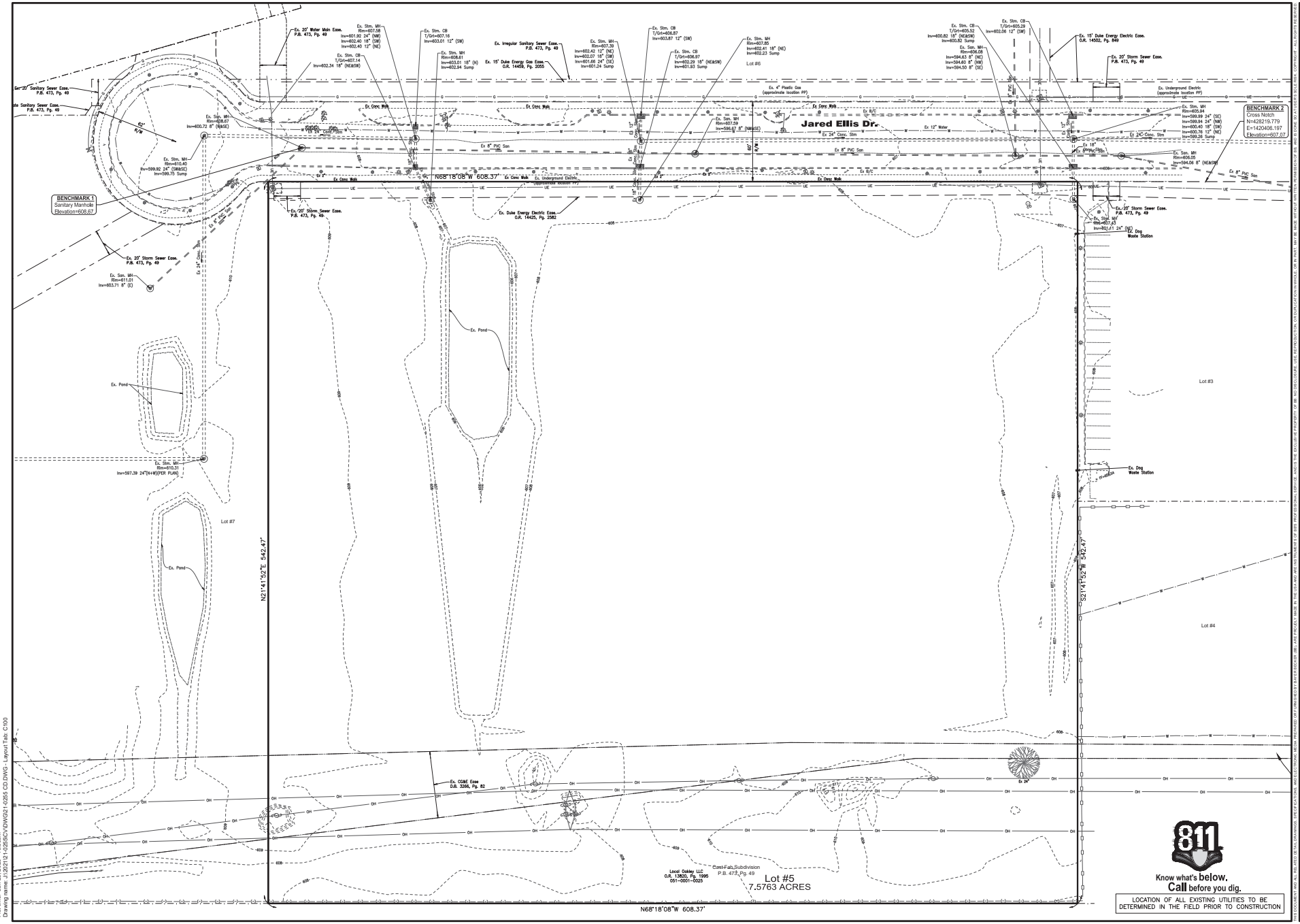
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C005



Basis of Bearing: State Plane NAD83 (2011)

SCALE 1" = 30'

Item	Revision Description	Date	Drwn	Chk
1	Revised Plans per City of Cincinnati Review	05-12-23	MJB	JAB
2	Duke Coordination Set	10-24-23	JAB	JAG
3	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAG
4	Revised Per Client and Planning Revision	01-04-24	MJB	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

EXISTING CONDITIONS

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C100

Plot time: Jan 23, 2025 - 10:58am
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C100

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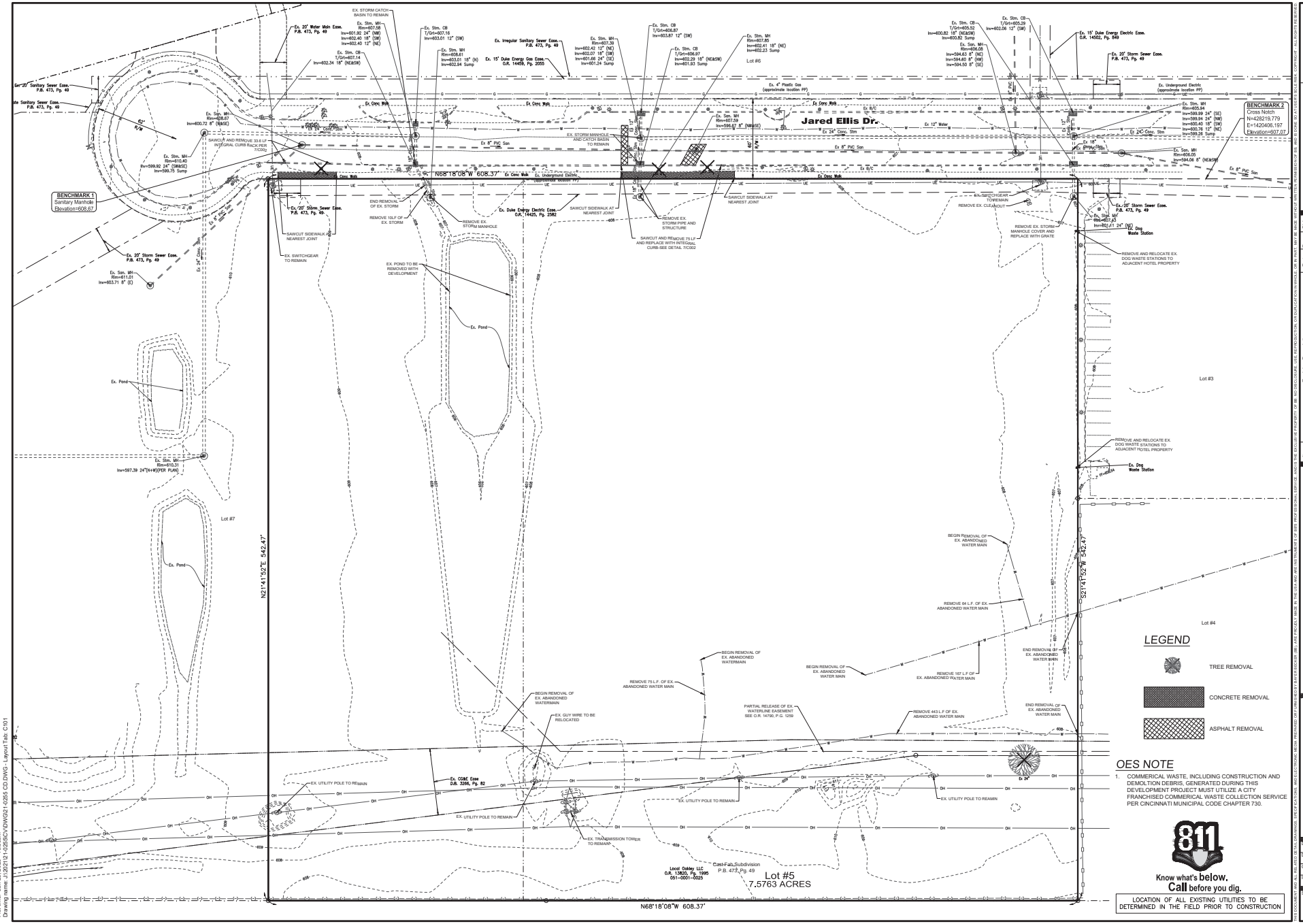
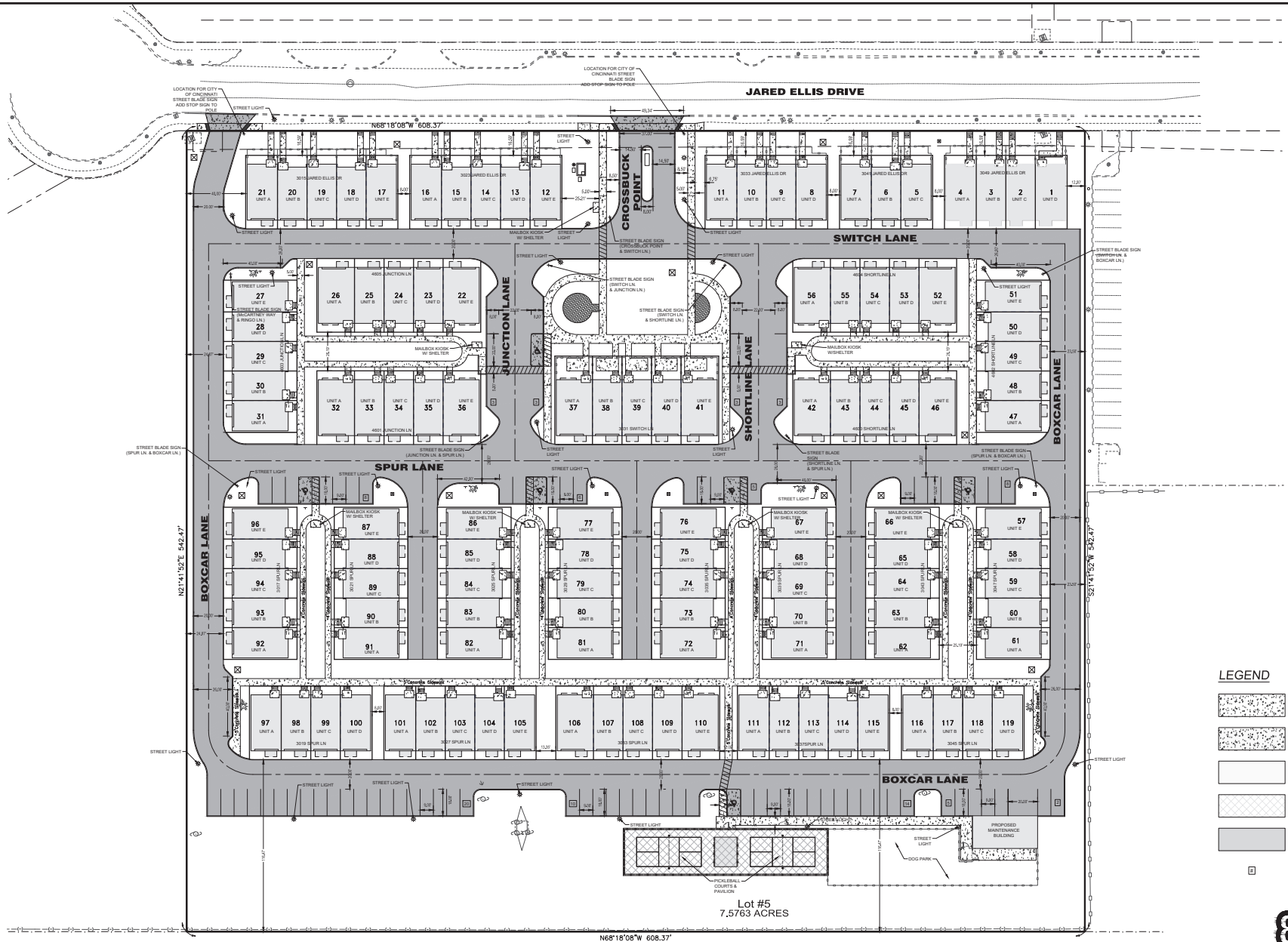

Jared Ellis Dr.
N68°18'08"W 608.37'
N21°41'52"E 542.47'
S21°41'52"W 542.47'
BENCHMARK 1
Sanitary Manhole
Elevation=608.87
BENCHMARK 2
Cross Notch
N=428219.779
E=1424406.197
Elevation=607.07
Lot #5
7.5763 ACRES
Lot #3
Lot #4
Lot #6
Lot #7
Ex. Pond
Ex. Pond to be removed with development
Ex. Storm Catch Basin to remain
Ex. Storm Manhole and Catch Basin to remain
Ex. Switchgear to remain
Ex. Switchgear to remain/move
Remove Ex. Clean Out
Remove Ex. Storm Manhole
Remove Ex. Storm Manhole cover and replace with grate
Remove Ex. Storm Pipe and Structure
Remove 10 LF of Ex. Storm
Remove and relocate Ex. Dog Waste Stations to adjacent hotel property
Ex. Dog Waste Station
Sawcut and remove 33.6 LF integral curb back per TCRM
Sawcut and remove 75 LF and replace with integral curb-see detail TC202
Sawcut sidewalk at nearest joint
Sawcut sidewalk nearest joint
End removal of Ex. Storm
Begin Removal of Ex. Abandoned Water Main
Remove 64 L.F. of Ex. Abandoned Water Main
Remove 167 L.F of Ex. Abandoned Water Main
Remove 75 L.F. of Ex. Abandoned Water Main
Remove 443 L.F of Ex. Abandoned Water Main
End Removal of Ex. Abandoned Water Main
Begin Removal of Ex. Abandoned Watermain
Partial Release of Ex. Waterline Easement See O.R. 14790, P.G. 1259
Ex. Guy Wire to be relocated
Ex. Utility Pole to remain
Ex. Transmission Tower to remain
Ex. Irregular Sanitary Sewer Ease. P.B. 473, Pg. 49
Ex. 15' Duke Energy Gas Ease. O.R. 14459, Pg. 2055
Ex. 15' Duke Energy Electric Ease. O.R. 14502, Pg. 849
Ex. 20' Storm Sewer Ease. P.B. 473, Pg. 49
Ex. 20' Water Main Ease. P.B. 473, Pg. 49
Ex. Duke Energy Electric Ease. O.R. 14425, Pg. 2582
Ex. CG&E Ease D.B. 3266, Pg. 82
Local Oakley LLC O.R. 13820, Pg. 1995 051-0001-0025
Cast-Fab Subdivision P.B. 473, Pg. 49
Ex. 24" Conc. Strm
Ex. 8" PVC San
Ex. 12" Water
Ex. Conc Walk
Ex. Underground Electric (approximate location PP)
Ex. 4" Plastic Gas (approximate location PP)
Ex. Underground Electric (approximate location PP)
Ex. Stm. MH Rim=610.40 Inv=599.92 24" (SW&SE) Inv=599.75 Sump
Ex. Stm. MH Rim=600.67 Inv=600.72 8" (NW&SE)
Ex. Stm. MH Rim=611.01 Inv=603.71 8" (E)
Ex. Stm. MH Rim=610.31 Inv=597.39 24"(N+W)(PER PLAN)
Ex. Stm. MH Rim=607.58 Inv=601.92 24" (NW) Inv=602.40 18" (SW) Inv=602.40 12" (NE)
Ex. Stm. CB T/Grt=607.14 Inv=602.34 18" (NE&SW)
Ex. Stm. CB T/Grt=607.16 Inv=603.01 12" (SW)
Ex. Stm. MH Rim=608.61 Inv=603.01 18" (N) Inv=602.94 Sump
Ex. Stm. MH Rim=607.39 Inv=602.42 12" (NE) Inv=602.07 18" (SW) Inv=601.68 24" (SE) Inv=601.24 Sump
Ex. Stm. CB T/Grt=606.87 Inv=603.87 12" (SW)
Ex. Stm. CB T/Grt=606.97 Inv=602.29 18" (NE&SW) Inv=601.93 Sump
Ex. Stm. MH Rim=607.85 Inv=602.41 18" (NE) Inv=602.23 Sump
Ex. Stm. CB T/Grt=605.52 Inv=600.82 18" (NE&SW) Inv=600.82 Sump
Ex. Stm. CB T/Grt=605.29 Inv=602.06 12" (SW)
Ex. Stm. MH Rim=606.05 Inv=594.63 8" (NE) Inv=594.63 8" (NW) Inv=594.50 8" (SE)
Ex. Stm. MH Rim=605.94 Inv=599.39 24" (SE) Inv=599.94 24" (NW) Inv=600.40 18" (SW) Inv=600.76 12" (NE) Inv=599.26 Sump
Ex. Stm. MH Rim=606.05 Inv=594.06 8" (NE&SW)
Ex. San. MH Rim=607.43 Inv=601.41 24" (NE)
Ex. San. MH Rim=607.59 Inv=596.67 8" (NW&SE)
Ex. 18" Conc. Strm
Ex. 24" Conc. Strm
Ex. 8" PVC San
Ex. 12" Water
Ex. 15" Duke Energy Electric Ease. O.R. 14502, Pg. 849
Ex. 20' Storm Sewer Ease. P.B. 473, Pg. 49
Ex. Underground Electric (approximate location PP)
Ex. 24"
Ex. 18"
Ex. 8" PVC San
Ex. 24" Conc. Strm
Ex. 20' Storm Sewer Ease. P.B. 473, Pg. 49
Ex. 20' Water Main Ease. P.B. 473, Pg. 49
Ex. Irregular Sanitary Sewer Ease. P.B. 473, Pg. 49
Ex. 20' Sanitary Sewer Ease. P.B. 473, Pg. 49
Ex. 20' Sanitary Sewer Ease. P.B. 473, Pg. 49
Ex. 24" Conc. Strm
Ex. Conc Walk
Ex. Underground Electric (approximate location PP)
Ex. B/C
Ex. Dog Waste Station
Ex. Pond
Ex. Utility Pole to remain
Ex. Transmission Tower to remain
Ex. CG&E Ease D.B. 3266, Pg. 82
Ex. Duke Energy Electric Ease. O.R. 14425, Pg. 2582
Ex. Irregular Sanitary Sewer Ease. P.B. 473, Pg. 49
Ex. 15' Duke Energy Gas Ease. O.R. 14459, Pg. 2055
Ex. 20' Storm Sewer Ease. P.B. 473, Pg. 49
Ex. 20' Water Main



LEGEND

- PROPOSED CONCRETE WALK (SEE DETAIL 2/C002)
- PROPOSED CONCRETE DRIVE (SEE DETAIL 5/C002)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 3/C002)
- PROPOSED PICKLEBALL ASPHALT PAVEMENT (SEE DETAIL 1/C005)
- PROPOSED BUILDING SHOWN FOR REFERENCE
- [#] PARKING SPACE COUNT

NOTE

1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION
2. PATH FOR VISITABILITY TO ALL UNITS IS THROUGH THE GARAGE

811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 30'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-13-23	MGB	JAB
2	Block Division	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
5	Revised Per Building Permit	12-19-24	MGB	JAB
6	Revised Per Client Revisions/Revision	04-15-25	MGB	JAB
7	Revised Per Client Revision	04-15-25	MGB	

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

OVERALL LAYOUT PLAN

bayer becker
Architecture | Engineering | Planning
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C200

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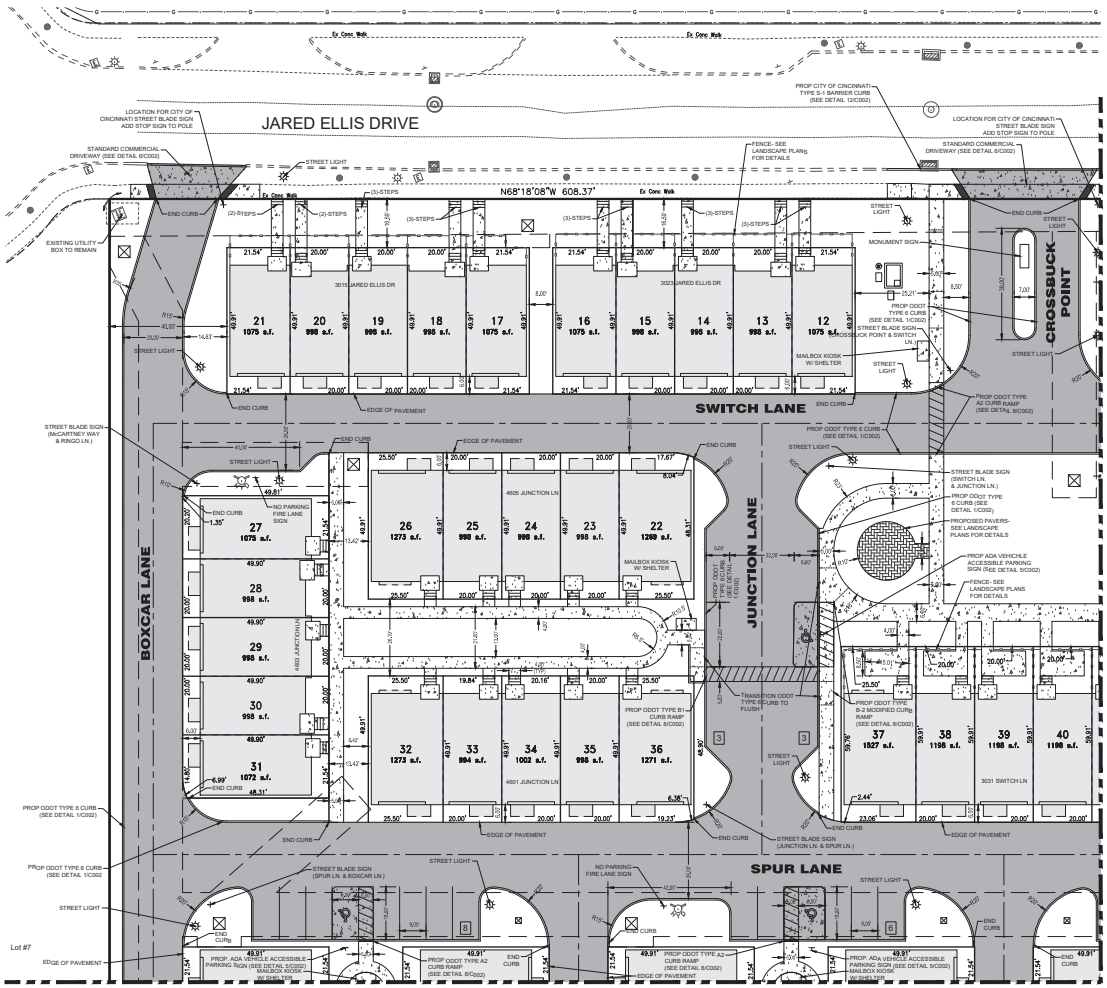

LEGEND

- PROPOSED CONCRETE WALK (SEE DETAIL 2/C002)
- PROPOSED CONCRETE DRIVE (SEE DETAIL 5/C002)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 3/C002)
- PROPOSED PICKLEBALL ASPHALT PAVEMENT (SEE DETAIL 1/C005)
- PROPOSED BUILDING SHOWN FOR REFERENCE
- PARKING SPACE COUNT

Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 20'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-12-23	MJS	JAB
2	Block Division	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
5	Revised Per Client and Phasing Revision	12-04-23	MJS	JAB
6	Revised Per Client Revision	01-04-24	MJS	

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK POINT
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

LAYOUT PLAN (NORTHWEST)

bayer becker
ARCHITECTURE | PLANNING
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C201**

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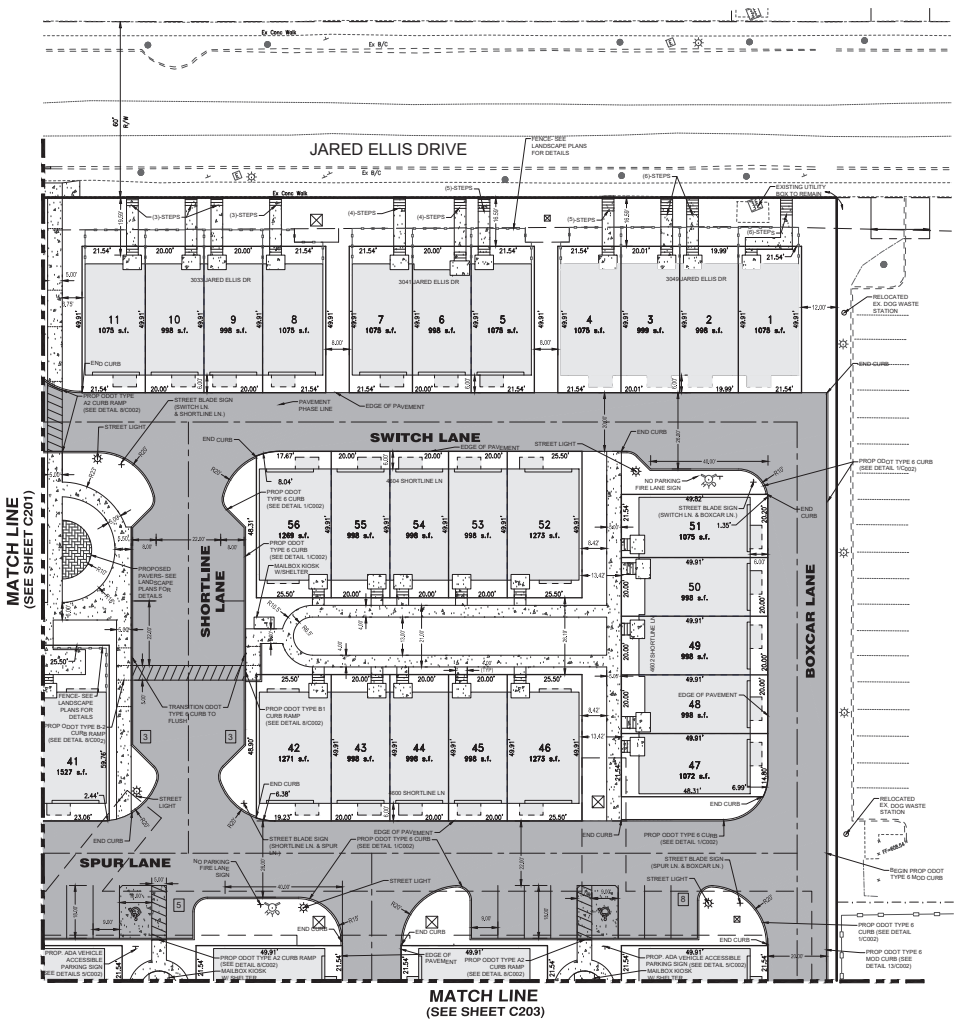

LEGEND

- PROPOSED CONCRETE WALK (SEE DETAIL 2/C002)
- PROPOSED CONCRETE DRIVE (SEE DETAIL 5/C002)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 3/C002)
- PROPOSED PICKLEBALL ASPHALT PAVEMENT (SEE DETAIL 1/C005)
- PROPOSED BUILDING SHOWN FOR REFERENCE
- [#] PARKING SPACE COUNT

811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

0 20 30

SCALE: 1" = 20'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-12-23	MGS	JAB
2	Block Division	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
5	Revised Per Client and Phasing Revision	12-04-25	MGS	JAB
6	Revised Per Client Revision	01-14-26	MGS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

LAYOUT PLAN (NORTHEAST)

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C202

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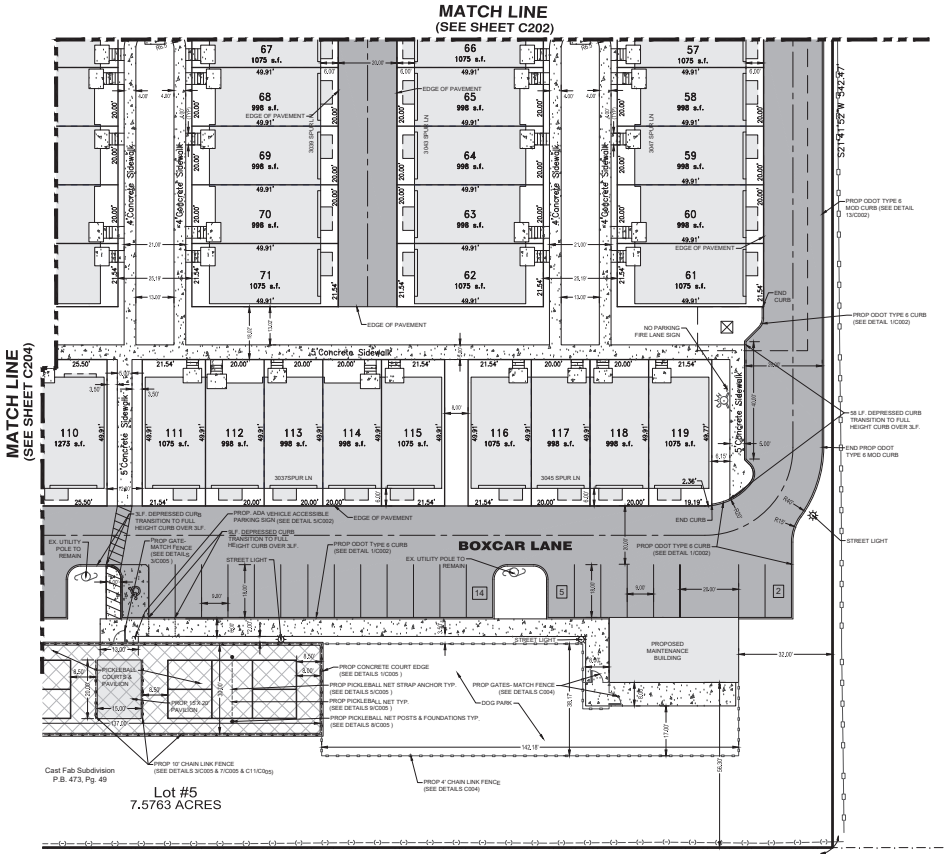
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C202



NOTE

1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION

LEGEND

- PROPOSED CONCRETE WALK (SEE DETAIL 2/C002)
- PROPOSED CONCRETE DRIVE (SEE DETAIL 5/C002)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 3/C002)
- PROPOSED PICKLEBALL ASPHALT PAVEMENT (SEE DETAIL 1/C005)
- PROPOSED BUILDING SHOWN FOR REFERENCE
- [#] PARKING SPACE COUNT

Know what's **below.** **Call** before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 20'

Item	Revision Description	Date	Drwn	Chk
1	Revised Plans per City of Cincinnati Review	05-15-23	MJS	JAB
2	Block Division	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AJOS	JAB
5	Revised Per Client and Phasing Revision	12-04-24	MJS	JAB
6	Revised Per Client Revision	04-14-25	MJS	

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DRIVE & BOXCAR LANE
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

LAYOUT PLAN (SOUTHEAST)

bayer becker
CIVIL ENGINEERING
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C203**

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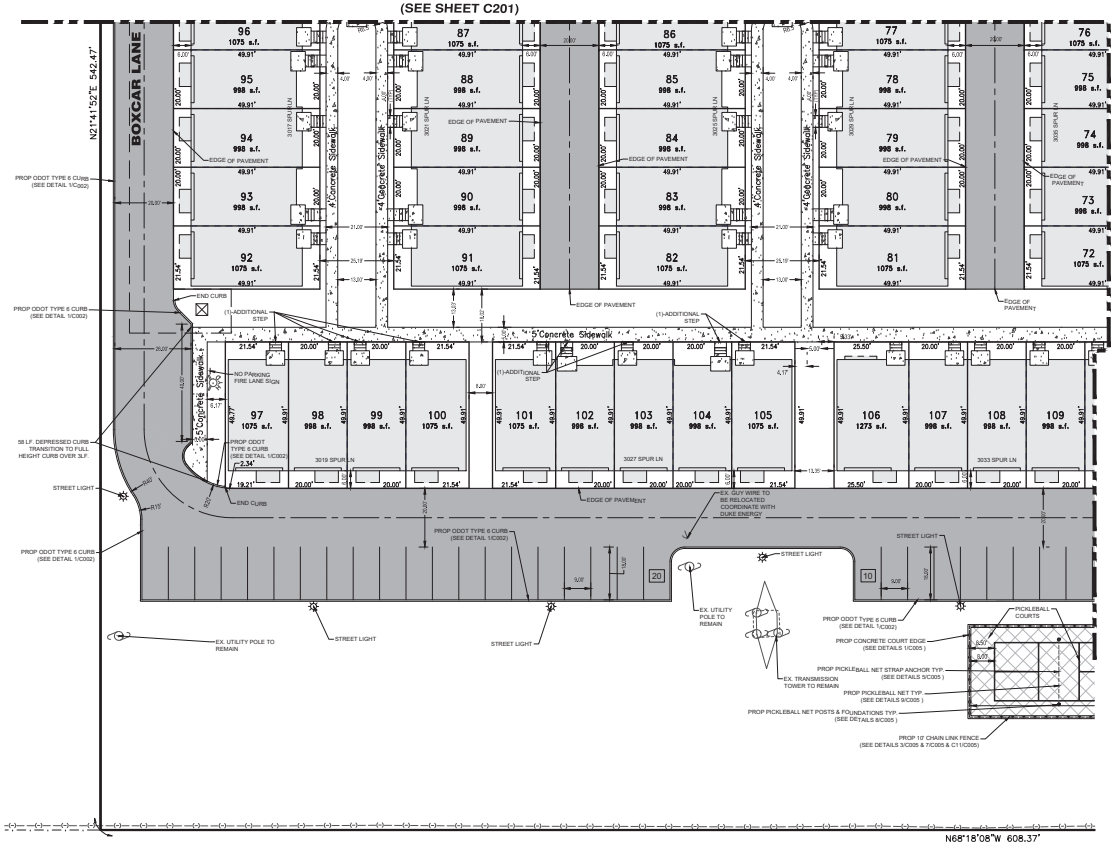
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C203



NOTE

1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION

LEGEND

- PROPOSED CONCRETE WALK (SEE DETAIL 2/C002)
- PROPOSED CONCRETE DRIVE (SEE DETAIL 5/C002)
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 3/C002)
- PROPOSED PICKLEBALL ASPHALT PAVEMENT (SEE DETAIL 1/C005)
- PROPOSED BUILDING SHOWN FOR REFERENCE
- [#] PARKING SPACE COUNT

811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)
0 20 30
SCALE: 1" = 20'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-12-23	MJS	JAB
2	Block Drafskin	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AJOS	JAB
5	Revised Per Client and Phasing Revision	12-04-25	MJS	JAB
6	Revised Per Client Revision	04-14-25	MJS	

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CONSISTING OF 1 PARCEL
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

LAYOUT PLAN (SOUTHWEST)

bayer becker
Land Planning • Civil Engineering
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C204

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Plot time: Apr 15, 2025 - 1:32pm
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C204

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
CAR FRA	14	Carpinus betulus 'Frans Fontaine'	Frans Fontaine Hornbeam	B & B	2.0" Cal
CLA KEN	4	Cladrastis kentukea	American Yellowwood	B & B	2.0" Cal
GLE SH2	2	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2.0" Cal
LIQ SLE	14	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweet Gum	B & B	2.0" Cal
LIR TUL	1	Liriodendron tulipifera	Tulip Tree	B & B	2.0" Cal
PLA BLO	6	Platanus x acerifolia 'Bloodgood'	London Plane Tree	B & B	2.0" Cal
QUE COC	8	Quercus coccinea	Scarlet Oak	B & B	2.0" Cal
QUE IMB	2	Quercus imbricaria	Shingle Oak	B & B	2.0" Cal
TIL STE	8	Tilia tomentosa 'Sterling'	Sterling Silver Linden	B & B	2.0" Cal
ULM EM2	4	Ulmus propinqua 'Emerald Sunshine'	Elm	B & B	2.0" Cal
ORNAMENTAL TREES					
AME GRA	20	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0" Cal
CER AP2	4	Cercis canadensis 'Appalachian Red'	Appalachian Red Eastern Redbud	B & B	2.0" Cal
CER MRL	8	Cercis canadensis 'Merlot'	Merlot Eastern Redbud	B & B	
COR MIL	6	Cornus kousa 'Milky Way'	Milky Way Kousa Dogwood	B & B	2.0" Cal

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
ARO ARB	4	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	5 gal	36" Ht.
CLE CRY	16	Clethra alnifolia 'Crystalina'	Sugartina® Summersweet	5 gal	
COR ART	77	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	5 gal	24" Ht.
FOR LYN	18	Forsythia x intermedia 'Lynwood Gold'	Lynwood Gold Forsythia	B & B	30" Ht.
FOT AIR	64	Fothergilla gardenii 'Mt. Airy'	Dwarf Witchalder	3 gal	18" Ht.
HAM VIR	14	Hamamelis virginiana	Common Witch Hazel	B & B	48" Ht.
HYD MUN	33	Hydrangea quercifolia 'Munchkin'	Oakleaf Hydrangea	3 gal	18" Ht.
HYD RS4	57	Hydrangea quercifolia 'Ruby Slippers'	Ruby Slippers Hydrangea	5 gal	24" Ht.
ITE LIT	20	Itea virginica 'Little Henry' TM	Virginia Sweetspire	3 gal	18" Ht.
PHY BUR	163	Physocarpus opulifolius 'Burgundy Candy'	Burgundy Candy Ninebark	3 gal	18" Ht.
RHU GRO	36	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	18" Ht.
RHU TIG	19	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36" Ht.
SPI BET	38	Spiraea betulifolia	Birchleaf Spirea	5 gal	
EVERGREEN SHRUBS					
BUX GR2	21	Buxus x 'Green Velvet'	Green Velvet Boxwood	B & B	18" Ht.
ILE DEN	10	Ilex glabra 'Densa'	Inkberry Holly	7 gal	
ILE PRI	4	Ilex x meserveae 'Blue Prince' TM	Blue Prince Holly	10 gal	30" Ht.
ILE BL4	20	Ilex x meserveae 'Blue Princess'	Blue Princess Holly	5 gal	30" Ht.
JUN PFI	28	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfitzer Juniper	B & B	30" Ht.
JUN FOR	1	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B & B	30" Ht.
JUN KA4	14	Juniperus communis 'Kalebab'	Kalebab Juniper	B & B	48" Ht.
JUN IPC	2	Juniperus horizontalis 'Pancake'	Pancake Creeping Juniper	3 gal	Clump
JUN B15	6	Juniperus scopulorum 'Blue Arrow'	Blue Arrow Juniper	B & B	6' Ht.
THU BBZ	4	Thuja occidentalis 'Bobozam' TM	Mr. Bowling Ball Arborvitae	3 gal	18" Ht.
VIB RHY	27	Viburnum x rhytidophylloides 'Alleghany'	Alleghany Viburnum	B & B	4' Ht.
ORNAMENTAL GRASSES					
CAL KAR	203	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
PAN HEA	115	Panicum virgatum 'Heavy Metal'	Blue Switch Grass	2 gal	Clump
PAN SH3	1	Panicum virgatum 'Shenandoah'	Switch Grass	3 gal	Clump
SCH LIT	187	Schizachyrium scoparium	Little Bluestem	1 gal	
SES AUT	100	Sesleria autumnalis	Autumn Moor Grass	1 gal	
SPO HET	246	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
AMS HUB	24	Amsonia hubrichtii	Arkansas Blue-star	2 gal	Clump
AST VIS	62	Astilbe chinensis 'Visions'	Visions Astilbe	2 gal	
ATH FIL	53	Athyrium filix-femina	Common Lady Fern	2 gal	Clump
CAL NEP	69	Calamintha nepeta	Lesser Calamint	1 gal	
COR ZAG	56	Coreopsis verticillata 'Zagreb'	Zagreb Thread Leaf Coreopsis	2 gal	Clump
ECH PT6	20	Echinacea x 'Pow Wow Wild Berry'	Pow Wow Wild Berry Coneflower	2 gal	Clump
ECH UNN	18	Echinacea x 'PAS702918'	PowWow® White Coneflower	1 gal	
HEU CH9	88	Heuchera x 'Cherry Cola'	Cherry Cola Coral Bells	1 gal	Clump
HEU MRO	59	Heuchera x 'TNHEUMES'	Northern Exposure™ Sienna Coral Bells	1 gal	
HOS AND	34	Hosta x 'Sum and Substance'	Plantain Lily	3 gal	Clump
HOS DQN	35	Hosta x 'Dancing Queen'	Dancing Queen Hosta	1 gal	
NAR PO2	57	Narcissus poeticus	Poet's Daffodil	Bulb	
NEP IRA	205	Nepeta x faassenii Walker's Low	Walker's Low Catmint	2 gal	Clump
RUD HIR	48	Rudbeckia hirta	Black-eyed Susan	1 gal	Clump
SAL NEM	34	Salvia nemorosa 'East Friesland'	East Friesland Perennial Sage	2 gal	Clump

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACE
GROUND COVERS					
	31,475 sf	Turf Sod	Drought Tolerant Fescue Blend	sod	

Basis of Bearing:
State Plane NAD83 (2011)

0 30 45

SCALE: 1" = 30'

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MJS
3	REVISED PER CLIENT & PHASING REVISION	01-04-25	MJS	MJS

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS TIMBERS TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

MASTER PLANT SCHEDULE

bauer becker
LANDSCAPE ARCHITECTURE
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Drawing: 21-0255 LA PP
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: L300

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Plot time: Jan 23, 2025 - 3:18pm
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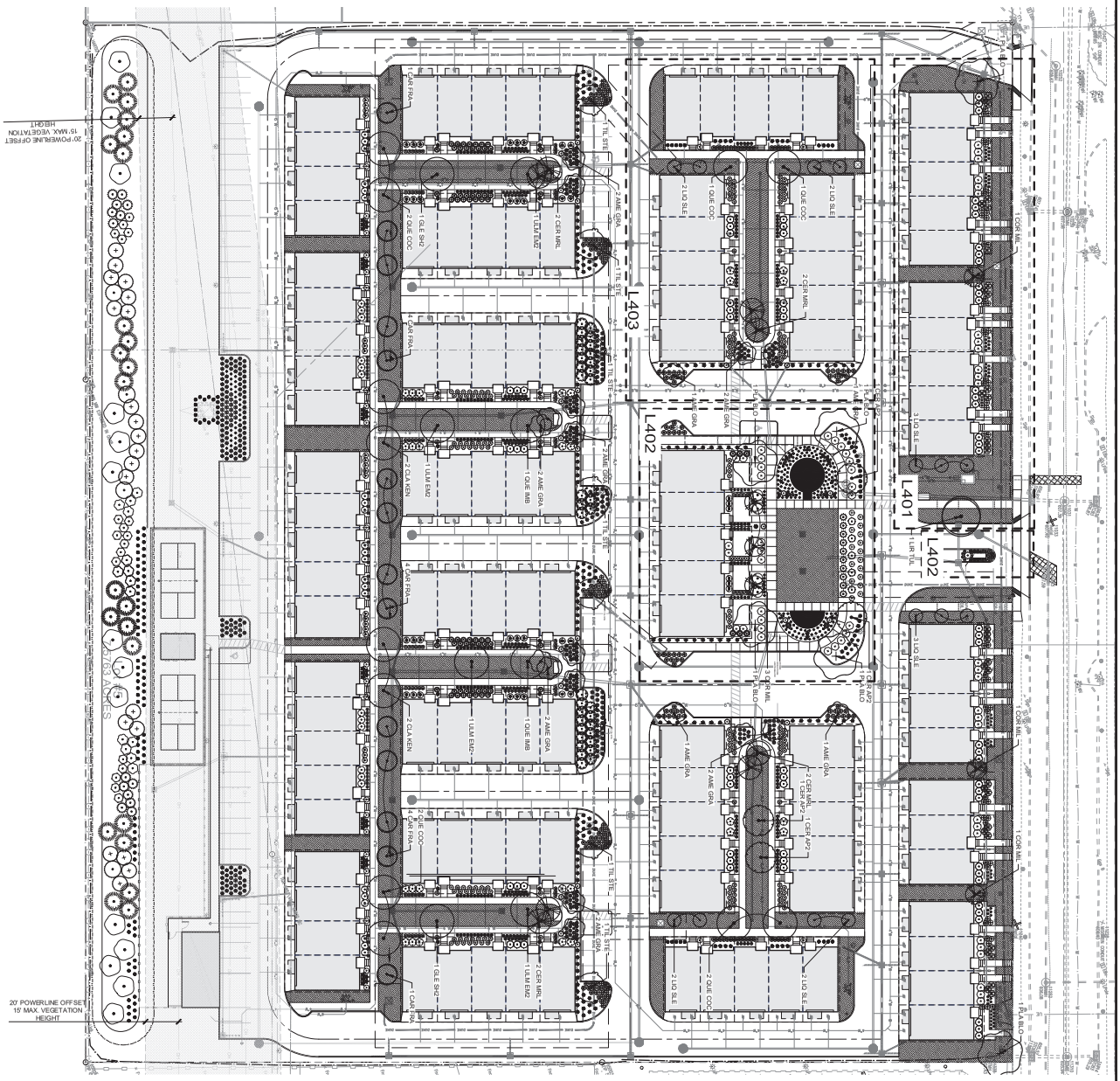

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
CLA KEN	4	Cladrastis lutea/kentukea 'Rivers Form'	Rivers Form Yellowwood	B & B	2.0" Cal
CLA KEN	4	Cladrastis lutea/kentukea	American Yellowwood	B & B	2.0" Cal
GLE SHZ	2	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2.0" Cal
GLE SHZ	4	Gleditsia triacanthos inermis 'Skyline'	Skyline Thornless Sweet Gum	B & B	2.0" Cal
LIR TUL	11	Liriodendron tulipifera 'Slender Silhouette'	Tulip Tree	B & B	2.0" Cal
PLA BLO	6	Platanus x acerifolia 'Bloodgood'	London Plane Tree	B & B	2.0" Cal
QUE COC	3	Quercus coccinea	Scarlet Oak	B & B	2.0" Cal
QUE IMB	3	Quercus imbricaria	Shingle Oak	B & B	2.0" Cal
TIL STE	8	Tilia tomentosa 'Sterling'	Sterling Silver Linden	B & B	2.0" Cal
ULM EMZ	4	Ulmus propinqua 'Emerald Sunshine'	Elm	B & B	2.0" Cal
ORNAMENTAL TREES					
AME GRA	4	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0" Cal
CER AP2	2	Cercis canadensis 'Appalachian Red'	Appalachian Red Eastern Redbud	B & B	2.0" Cal
CER MRL	8	Cercis canadensis 'Merlot'	Merlot Eastern Redbud	B & B	2.0" Cal
COR MIL	6	Cornus kousa 'Milky Way'	Milky Way Kousa Dogwood	B & B	2.0" Cal

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Drawing No.: 21-0255LA PP
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023

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Cincinnati, OH 45202 - 513.834.6151

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - OVERALL TREE PLAN

Item	Revision Description	Date	Drwn	Chkr.
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MLB
3	REVISED PER CLIENT & PHASING REVISION	01-24-25	MLB	MLB

SCALE: 1" = 30'
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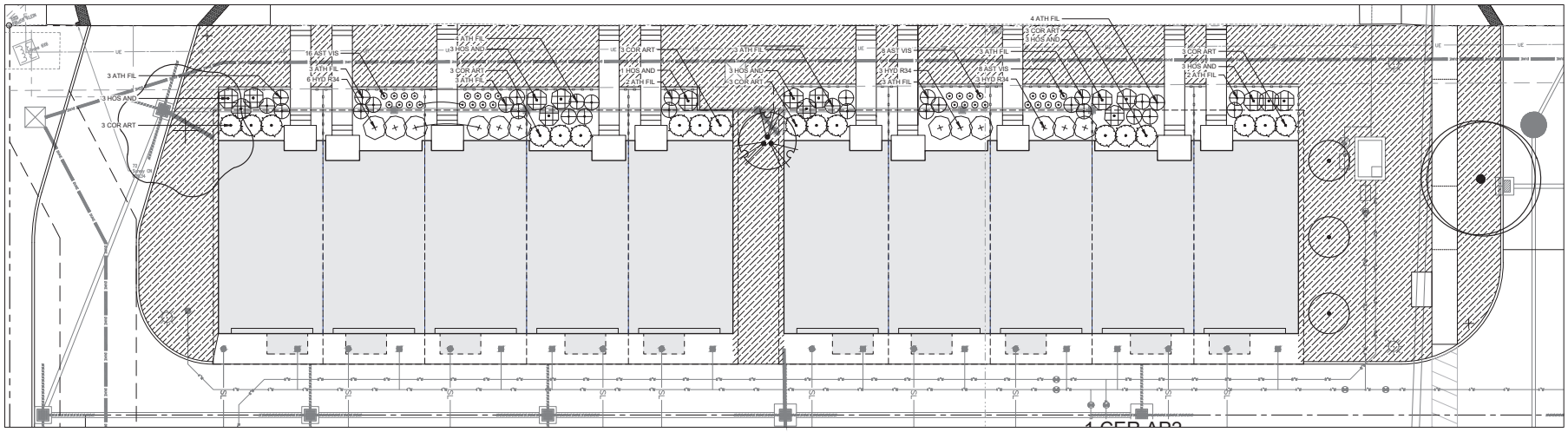
(Base Plane NAD83 (2011))



PLANT SCHEDULE JARED ELLIS W

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
COR ART	18	Cornus sericea `Arctic Fire`	Arctic Fire Dogwood	5 gal	24" Ht.
HYD R34	12	Hydrangea quercifolia `Ruby Slippers`	Ruby Slippers Hydrangea	5 gal	24" Ht.
ANNUALS AND PERENNIALS					
AST VIS	32	Astilbe chinensis `Visions`	Visions Astilbe	2 gal	
ATH FIL	30	Athyrium filix-femina	Common Lady Fern	2 gal	Clump
HOS AND	16	Hosta x `Sum and Substance`	Plantain Lily	3 gal	Clump
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACE
GROUND COVERS					
	5,469 sf	Turf Sod	Drought Tolerant Fescue Blend	sod	

PLANT QUANTITIES INCLUDED IN MASTER PLANT SCHEDULE ON SHEET L304.

Basis of Bearing:
State Plane NAD83 (2011)
0 5 10 15
SCALE: 1" = 10'

Item	Revision Description	Date	Drawn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MJB
3	REVISED PER CLIENT & PHASING REVISION	03-04-25	MJB	MJB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - JARED ELLIS DR. W.

bayer becker
LANDSCAPE ARCHITECTURE
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Drawing: 21-0255 LA PP
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: L302

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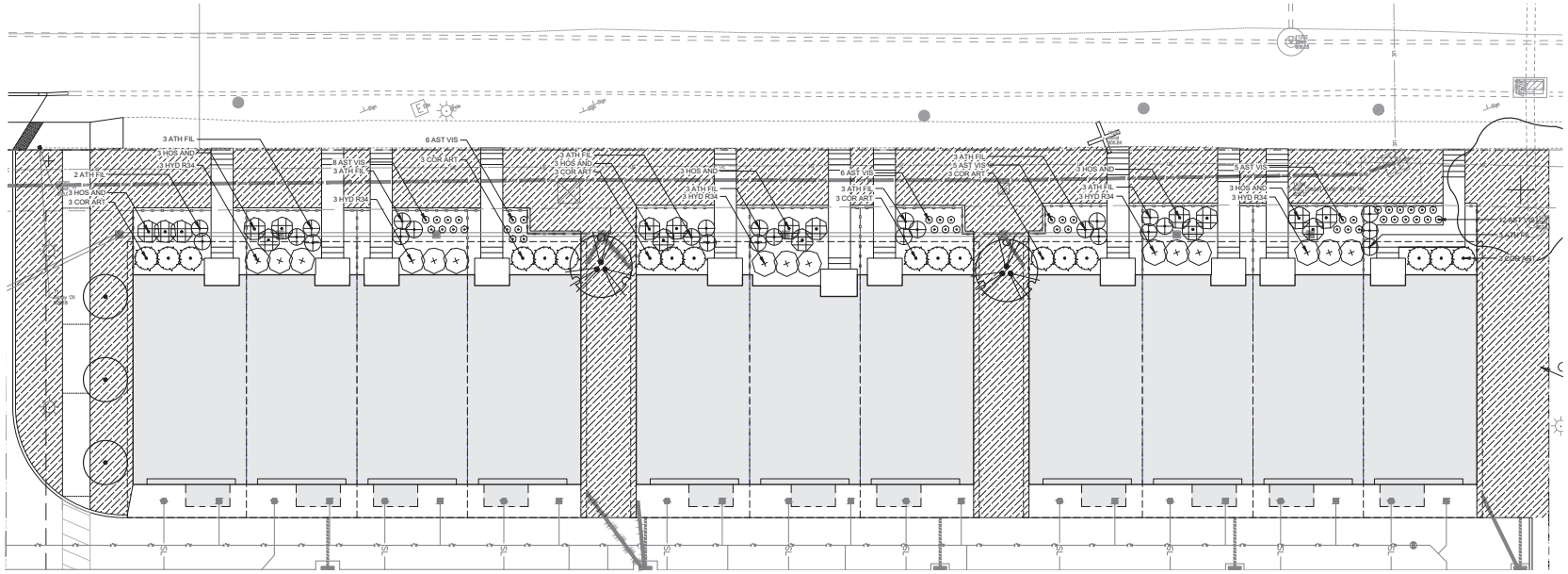
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3 HOS AND
3 HYD R34
2 ATH FIL
3 COR ART
6 AST VIS
3 ATH FIL
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3 COR ART
6 AST VIS
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3 COR ART
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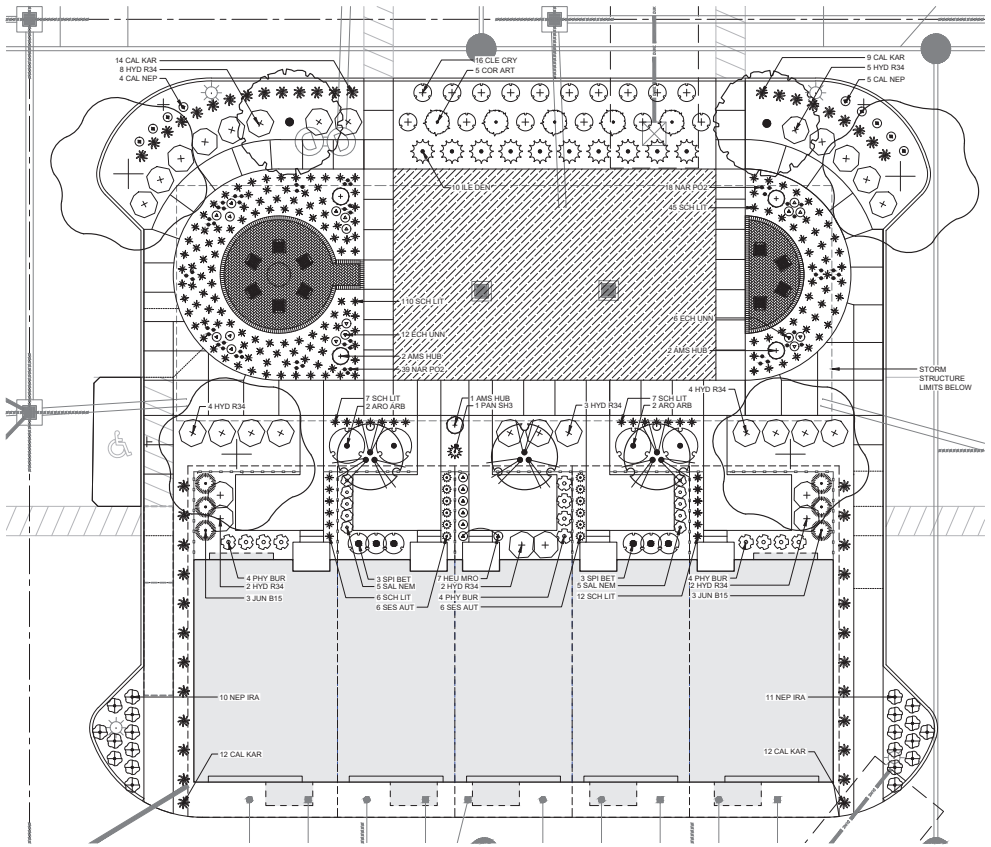
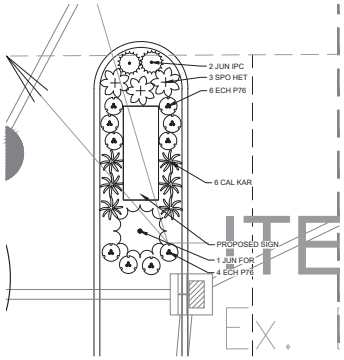


PLANTING AT CENTRAL OPEN SPACE
SCALE 1" = 10'

PLANT SCHEDULE CENTRAL GREEN

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
ARO ARB	4	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	5 gal	36" Ht.
CLE CRY	16	Clethra alnifolia 'Crystalina'	Sugartina® Summersweet	5 gal	
COR ART	5	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	5 gal	24" Ht.
HYD R34	30	Hydrangea quercifolia 'Ruby Slippers'	Ruby Slippers Hydrangea	5 gal	24" Ht.
PHY BUR	12	Physocarpus opulifolius 'Burgundy Candy'	Burgundy Candy Ninebark	3 gal	18" Ht.
SPI BET	6	Spiraea betulifolia	Birchleaf Spirea	5 gal	
EVERGREEN SHRUBS					
ILE DEN	10	Ilex glabra 'Densa'	Inkberry Holly	7 gal	
JUN B15	6	Juniperus scopulorum 'Blue Arrow'	Blue Arrow Juniper	B & B	6` Ht.
ORNAMENTAL GRASSES					
CAL KAR	47	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
PAN SH3	1	Panicum virgatum 'Shenandoah'	Switch Grass	3 gal	Clump
SCH LIT	187	Schizachyrium scoparium	Little Bluestem	1 gal	
SES AUT	12	Sesleria autumnalis	Autumn Moor Grass	1 gal	
ANNUALS AND PERENNIALS					
AMS HUB	5	Amsonia hubrichtii	Arkansas Blue-star	2 gal	Clump
CAL NEP	9	Calamintha nepeta	Lesser Calamint	1 gal	
ECH UNN	18	Echinacea x 'PAS702918'	PowWow® White Coneflower	1 gal	
HEU MRO	7	Heuchera x 'TNHEUNES1'	Northern Exposure™ Sienna Coral Bells	1 gal	
NAR PO2	57	Narcissus poeticus	Poet's Daffodil	Bulb	
NEP IRA	21	Nepeta x faassenii 'Walker`s Low	Walker's Low Catmint	2 gal	Clump
SAL NEM	10	Salvia nemorosa 'East Friesland'	East Friesland Perennial Sage	2 gal	Clump
SYMBOL	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACE**
GROUND COVERS					
	1,980 sf	Turf Sod	Drought Tolerant Fescue Blend	sod	



PLANTING AT ENTRY SIGN
SCALE 1" = 5'

PLANT SCHEDULE SIGN

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
EVERGREEN SHRUBS					
JUN FOR	1	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B & B	30" Ht.
JUN IPC	2	Juniperus horizontalis 'Pancake'	Pancake Creeping Juniper	3 gal	Clump
ORNAMENTAL GRASSES					
CAL KAR	6	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
SPO HET	3	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
ECH P76	10	Echinacea x 'Pow Wow Wild Berry'	Pow Wow Wild Berry Coneflower	2 gal	Clump

Basis of Bearing:
State Plane NAD83 (2011)
0 10 15
SCALE: 1" = 10'

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	08-13-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MJB
3	REVISED PER CLIENT & PHASING REVISION	03-04-25	MJB	MJB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS CREEK TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - CENTRAL OPEN SPACE

bayer becker
LANDSCAPE ARCHITECTURE
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Drawing: 21-0255 LA PP
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: **L304**

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Plot time: Jan 23, 2025 - 3:20pm
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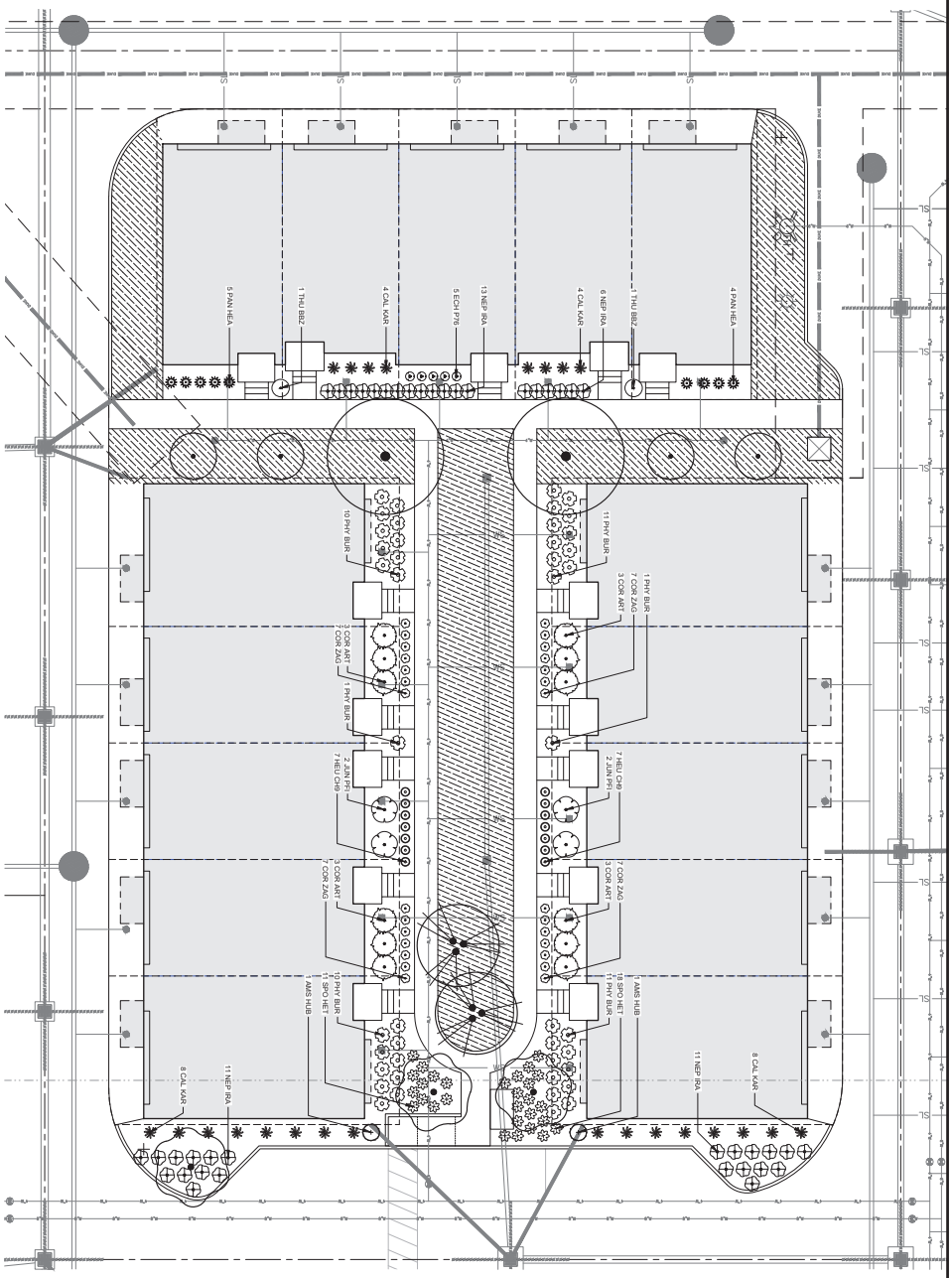
PLANT SCHEDULE CTYD A

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
GROUND COVERS					
	3,203 sf	Turf Sod	Drought Tolerant Fescue Blend	sod	
		BOTANICAL NAME	COMMON NAME	CONT	SPACE
DECIDUOUS SHRUBS					
PHY BUR	42	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	3 gal	24" Ht.
		Physocarpus opulifolius 'Burgundy Candy'	Burgundy Candy Ninebark	3 gal	18" Ht.
EVERGREEN SHRUBS					
JUN PFI	2	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfitzer Juniper	B & B	30" Ht.
THU BBZ	2	Thuja occidentalis 'Bobozam' TM	Mr. Bowling Ball Arborvitae	3 gal	18" Ht.
ORNAMENTAL GRASSES					
PAN KAR	24	Pennisetum x advena 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
PAN HEA	9	Panicum virgatum 'Heavy Metal'	Switch Grass	2 gal	Clump
SPO HET	29	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
AMS HUB	2	Amsonia hubrichtii	Arkansas Blue-star	2 gal	Clump
ECH PTN	28	Echinacea purpurea 'Tiki Torch'	Tiki Torch Purple Coneflower	2 gal	Clump
ECH PTE	5	Echinacea x 'Pow Wow Wild Berry'	Pow Wow Wild Berry Coneflower	2 gal	Clump
HEU CHB	14	Heuchera x 'Cherry Cola'	Cherry Cola Coral Bells	1 gal	Clump
NEP IRA	41	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	2 gal	Clump



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Drawing No. 21-0255LA PP
Drawn by: ADH
Checked by: MLB
Issue Date: 11.03.2023

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CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - COURTYARD A

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MLB
3	REVISED PER CLIENT & PHASING REVISION	01-24-25	MLB	MLB

SCALE: 1" = 10'
0 5 10 15
Base Plans NADS (2011)

Plot time: Jan 23, 2025 - 3:20pm
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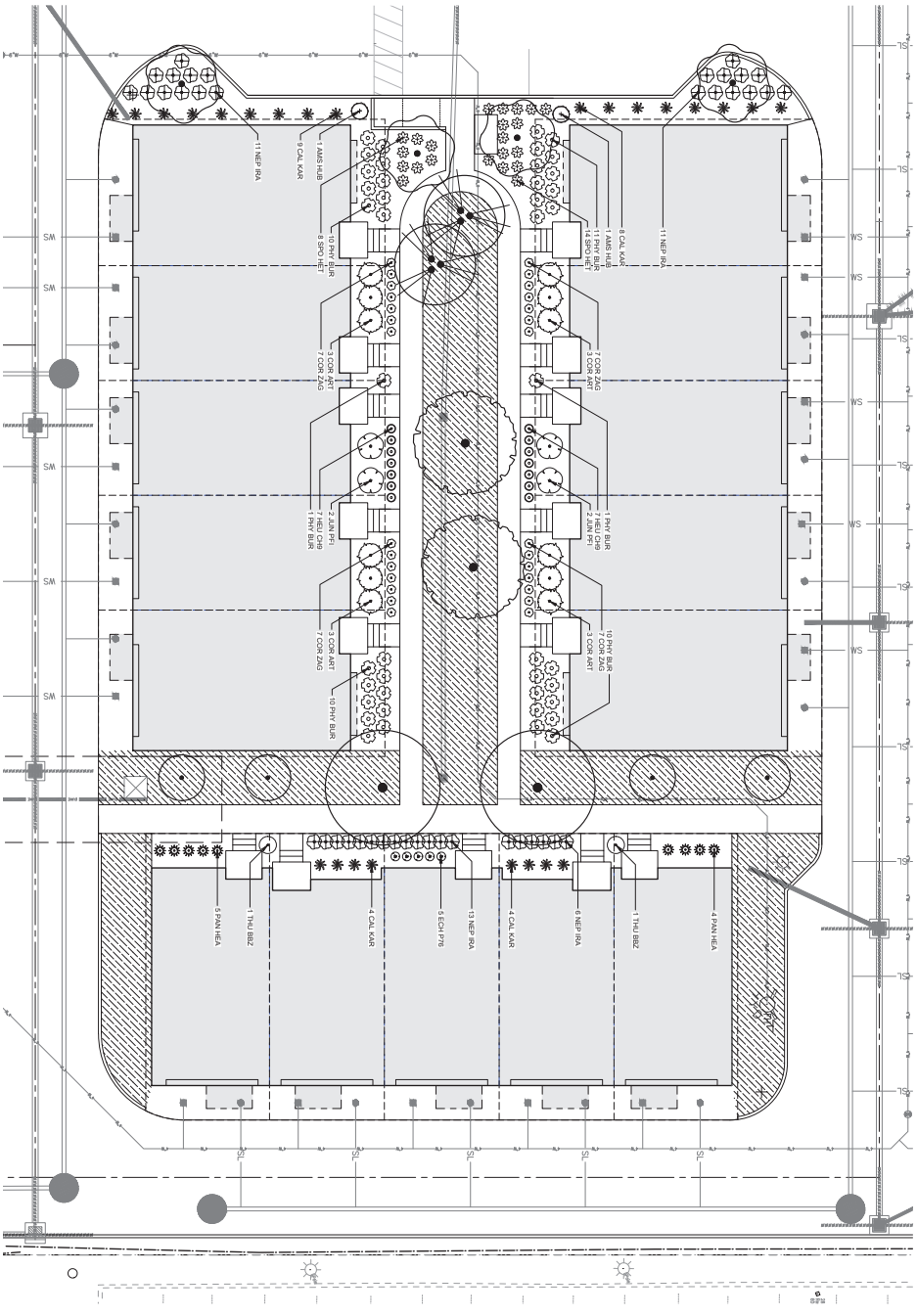

PLANT SCHEDULE COURTYARD B

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
COR ART	3	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	5 gal	24" Ht.
PHY BUR	42	Physocarpus opulifolius 'Burgundy Candy'	Burgundy Candy Ninebark	5 gal	18" Ht.
EVERGREEN SHRUBS					
JUN PFI	2	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfitzer Juniper	B & B	30" Ht.
THU BBZ	2	Thuja occidentalis 'Bobozam' TM	Mr. Bowling Ball Arborvitae	3 gal	18" Ht.
ORNAMENTAL GRASSES					
CAL KAR	25	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
PAN HEA	9	Panicum virgatum 'Heavy Metal'	Switch Grass	2 gal	Clump
SPO HET	22	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
AMS HUB	2	Amsonia hubrichtii	Arkansas Blue-star	2 gal	Clump
ECH PYR	28	Echinacea purpurea 'Jewel'	Jewel Purple Coneflower	2 gal	Clump
ECH PYR	5	Echinacea x 'Pow Wow Wild Berry'	Pow Wow Wild Berry Coneflower	2 gal	Clump
HEU CHO	14	Heuchera x 'Cherry Cola'	Cherry Cola Coral Bells	1 gal	Clump
NEP RA	41	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	2 gal	Clump
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACE
GROUND COVERS					
	1,833 sf	Turf Sod	Drought Tolerant Fescue Blend	sod	

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Project No. L306
Drawing No. 21-0255LA PP
Drawn by: ADH
Checked by: ADH
Issue Date: 11.03.2023

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CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

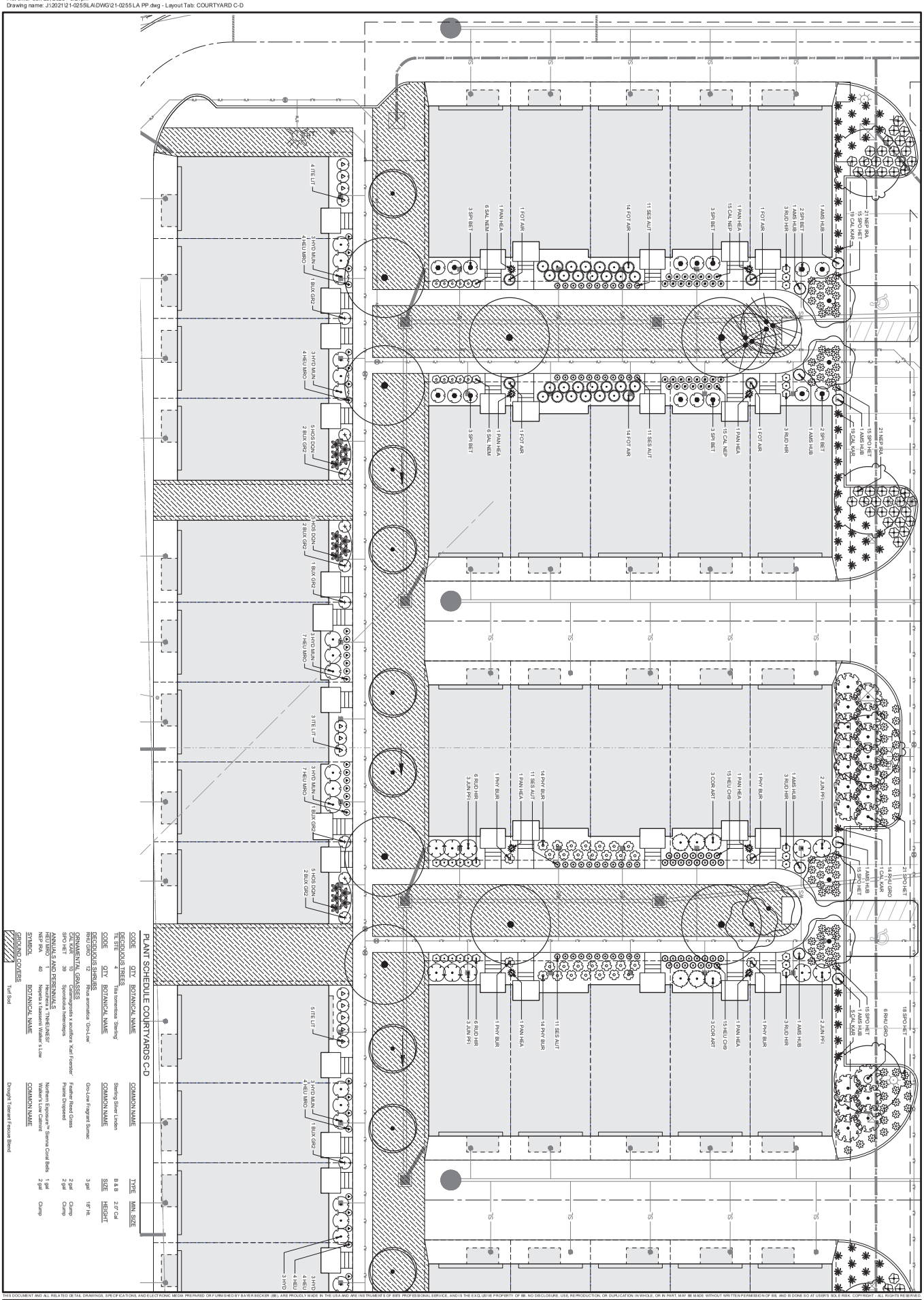
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - COURTYARD B

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MLB
3	REVISED PER CLIENT & PHASING REVISION	01-24-25	MLB	MLB

SCALE: 1" = 10'
0 10 20
Bayer Becker M2305 (2011)

Plot time: Jan 23, 2025 - 3:21pm
Drawing name: J:\2021\21-0255\LA\DWG\21-0255 LA PP.dwg - Layout Tab: COURTYARD C-D



PLANT SCHEDULE COURTYARDS C-D

CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
TIL STE	4	Tilia tomentosa 'Sterling'	Sterling Silver Linden	B & B	2.5" Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
RHU GRO	72	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	18" Ht.
ORNAMENTAL GRASSES					
CAL KAR	19	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
SPO HET	39	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
HEU MRO	1	Heuchera x 'TNHEUMNES'	Northern Exposure™ Sienna Coral Bells	1 gal	
NEP RA	40	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	2 gal	Clump
SYMBOL		BOTANICAL NAME	COMMON NAME		
GROUND COVERS					
		Turf Sod	Drought Tolerant Fescue Blend		

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Drawn by: ADH
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CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

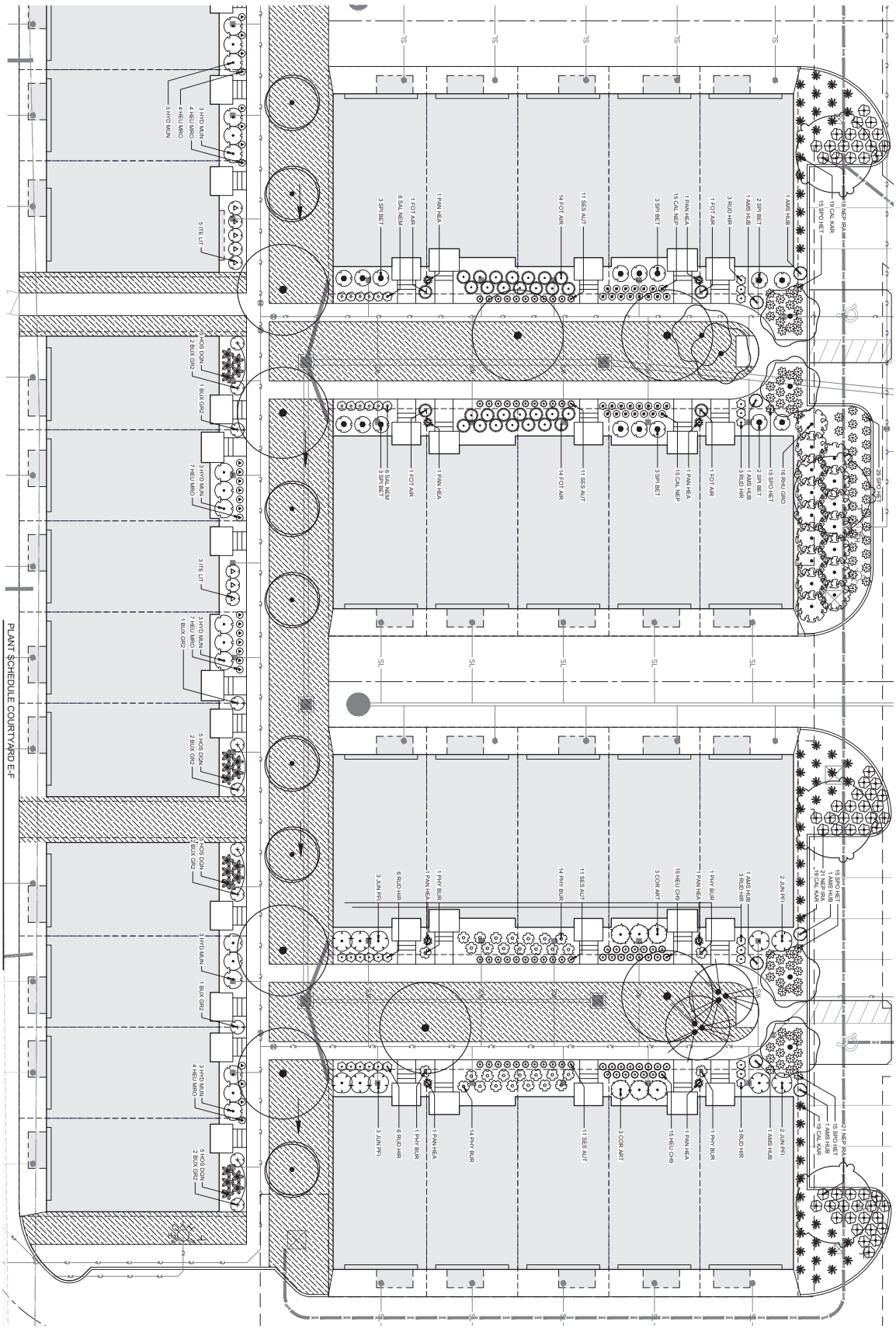
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - COURTYARDS C-D

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MLB
3	REVISED PER CLIENT & PHASING REVISION	01-24-25	MLB	MLB

SCALE: 1" = 10'
0 10 20
Base Plans NADS (2011)

Plot time: Jan 23, 2025 - 3:21pm
Drawing name: J:\2021\21-0255\LA\DWG\21-0255 LA PP.dwg - Layout Tab: COURTYARD E-F



PLANT SCHEDULE COURTYARD E-F

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
COR ART	32	Cornus sericea 'Arctic Fire'	Arctic Fire Dogwood	5 gal	24" Ht.
FOT AIR	32	Fothergilla gardenii 'Mt. Airy'	Dwarf Witchalder	3 gal	18" Ht.
HYD MUN	12	Hydrangea macrophylla 'Endless Summer'	Original Hydrangea	3 gal	18" Ht.
ITE LIT	3	Hydrangea paniculata 'Little Henry' TM	Little Henry Sweetspire	3 gal	18" Ht.
PHY BUR	32	Physocarpus opulifolius 'Burgundy Candy'	Burgundy Candy Ninebark	3 gal	18" Ht.
RHU GRO	16	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	18" Ht.
SPI BET	16	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	3 gal	18" Ht.
EVERGREEN SHRUBS					
BUX GR2	1	Buxus x 'Green Velvet'	Green Velvet Boxwood	B & B	18" Ht.
JUN PFI	10	Juniperus chinensis 'Kallitys Compact'	Kallitys Compact Pfitzer Juniper	B & B	30" Ht.
ORNAMENTAL GRASSES					
CAL KAR	67	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump
PAN HEA	8	Panicum virgatum 'Heavy Metal'	Switch Grass	2 gal	Clump
SES AUT	44	Sesleria autumnalis	Autumn Moor Grass	1 gal	Clump
SPO HET	89	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACE
GROUND COVERS					
ABR HUB	30	Abrmonics hubrichii	Arkansas Blue-star	2 gal	Clump
CAL NEP	30	Calamintha nepeta	Lesser Calamint	1 gal	18"
HEU CHO	30	Heuchera 'Obsidian'	Obsidian Coral Bells	1 gal	Clump
HEU MIO	18	Heuchera x 'THEHEUMISH'	Northern Exposure™ Sienna Coral Bells	1 gal	18"
HOS DON	20	Hosta x 'Dancing Queen'	Dancing Queen Hosta	1 gal	Clump
HYD MAN	30	Hydrangea macrophylla 'Walter S Low'	Walter S Low Bigleaf Hydrangea	1 gal	Clump
RUD HIR	24	Rudbeckia hirta	Black-eyed Susan	1 gal	Clump
SAL NEM	12	Salvia nemorosa 'East Friesland'	East Friesland Perennial Sage	2 gal	Clump
GROUND COVERS					
7,274 sf		Turf Sod	Drought Tolerant Fescue Blend	sod	

ANNUALS AND PERENNIALS
ABR HUB
CAL NEP
HEU MIO
HOS DON
HYD MAN
RUD HIR
SAL NEM

GROUND COVERS
7,274 sf

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CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - COURTYARDS E-F

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-12-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MLB
3	REVISED PER CLIENT & PHASING REVISION	01-24-25	MLB	MLB

SCALE: 1" = 10'
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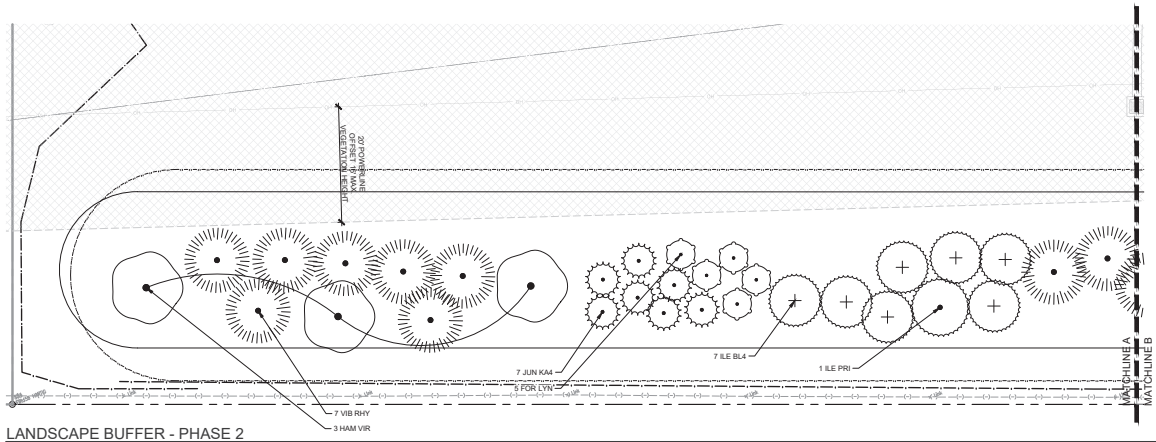
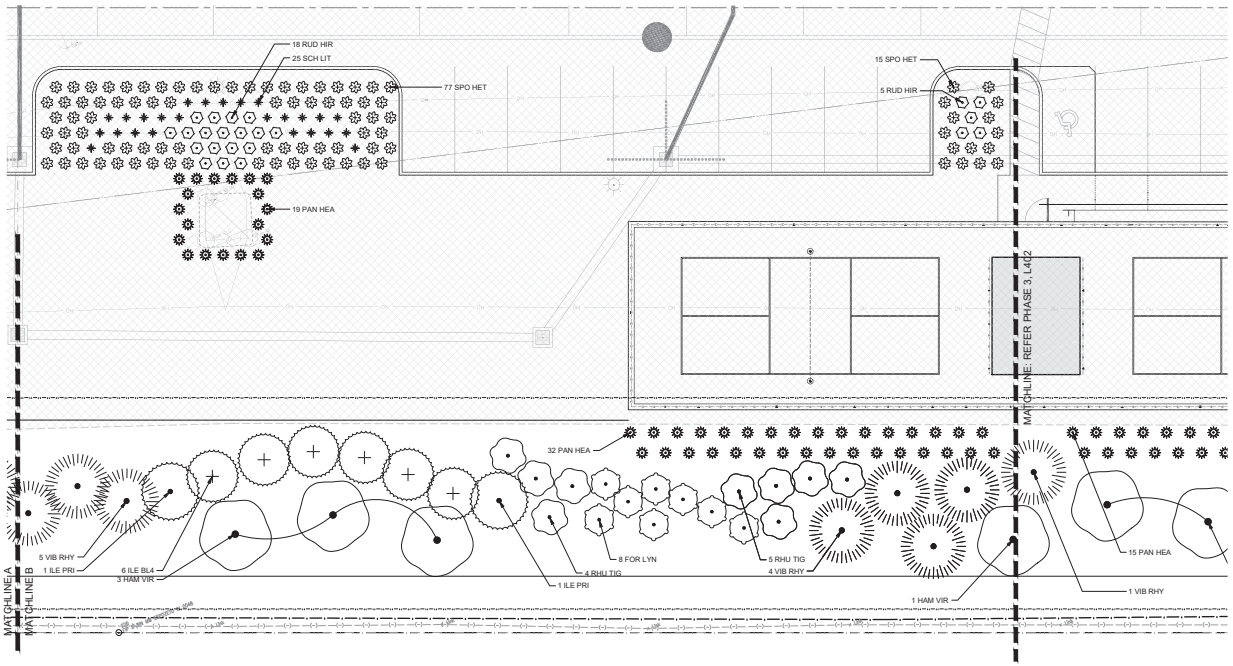
Base Plane NAD83 (2011)



LANDSCAPE BUFFER - PHASE 2
SCALE 1" = 10'



LANDSCAPE BUFFER - PHASE 2
SCALE 1" = 10'

PLANT SCHEDULE AMENITY AND BUFFER - WEST

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
FOR LYN	13	Forsythia x intermedia `Lynwood Gold`	Lynwood Gold Forsythia	B & B	30" Ht.
HAM VIR	7	Hamamelis virginiana	Common Witch Hazel	B & B	48" Ht.
RHU TIG	14	Rhus typhina `Tiger Eyes`	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
ILE PRI	3	Ilex x meserveae `Blue Prince` TM	Blue Prince Holly	10 gal	30" Ht.
ILE BL4	13	Ilex x meserveae `Blue Princess`	Blue Princess Holly	5 gal	30" Ht.
JUN KA4	7	Juniperus communis `Kalebab`	Kalebab Juniper	B & B	48" Ht.
VIB RHY	20	Viburnum x rhytidophylloides `Alleghany`	Alleghany Viburnum	B & B	4` Ht.
ORNAMENTAL GRASSES					
PAN HEA	51	Panicum virgatum `Heavy Metal`	Blue Switch Grass	2 gal	Clump
SCH LIT	25	Schizachyrium scoparium	Little Bluestem	1 gal	
SPO HET	92	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
RUD HIR	23	Rudbeckia hirta	Black-eyed Susan	1 gal	Clump

Basis of Bearing:
State Plane NAD83 (2011)
0 10 15
SCALE: 1" = 10'

Item	Revision Description	Date	Drawn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	08-13-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MJS
3	REVISED PER CLIENT & PHASING REVISION	03-04-25	MJS	MJS

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS CREEK TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - BUFFER WEST

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Drawing: 21-0255 LA PP
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: **L309**

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Plot time: Jan 23, 2025 - 3:23pm
Drawing name: J:\2021\21-0255\LA\DWG\21-0255 LA PP.dwg - Layout1 Tab: BUFFER WEST

PLANT SCHEDULE AMENITY AND BUFFER - EAST

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
FOR LYN	5	Forsythia x intermedia `Lynwood Gold`	Lynwood Gold Forsythia	B & B	30" Ht.
HAM VIR	6	Hamamelis virginiana	Common Witch Hazel	B & B	48" Ht.
RHU TIG	5	Rhus typhina `Tiger Eyes`	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
ILE PRI	1	Ilex x meserveae `Blue Prince` TM	Blue Prince Holly	10 gal	30" Ht.
ILE BL4	7	Ilex x meserveae `Blue Princess`	Blue Princess Holly	5 gal	30" Ht.
JUN KA4	7	Juniperus communis `Kalebab`	Kalebab Juniper	B & B	48" Ht.
VIB RHY	7	Viburnum x rhytidophylloides `Alleghany`	Alleghany Viburnum	B & B	4` Ht.
ORNAMENTAL GRASSES					
PAN HEA	46	Panicum virgatum `Heavy Metal`	Blue Switch Grass	2 gal	Clump
SPO HET	25	Sporobolus heterolepis	Prairie Dropseed	2 gal	Clump
ANNUALS AND PERENNIALS					
RUD HIR	7	Rudbeckia hirta	Black-eyed Susan	1 gal	Clump

Basis of Bearing:
State Plane NAD83 (2011)

SCALE: 1" = 10'

Item	Revision Description	Date	Drwn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	08-13-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MJB
3	REVISED PER CLIENT & PHASING REVISION	01-10-25	MJB	MJB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLANTING PLAN - BUFFER EAST

bayer becker
LANDSCAPE ARCHITECTURE
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Drawing: 21-0255 LA PP
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: L310

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Plot time: Jan 10, 2025 - 2:40pm
Drawing name: J:\2021\21-0255\LA\DWG\21-0255 LA PP.dwg - Layout Tab: BUFFER EAST

SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1 RELATED DOCUMENTS
A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

2 SUMMARY
A. SECTION INCLUDES:
1. PLANTS.
2. PLANTING SOILS.
3. MISCELLANEOUS PRODUCTS.

3 SUBMITTALS
A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT INDICATED, INCLUDING SOILS.
4. PLANT MATERIALS: INCLUDE QUANTITIES, SIZES, QUALITY, AND SOURCES FOR PLANT MATERIALS.
5. PESTICIDES AND HERBICIDES: INCLUDE PRODUCT LABEL AND MANUFACTURER'S APPLICATION INSTRUCTIONS SPECIFIC TO THE PROJECT.
B. SAMPLES FOR VERIFICATION: FOR EACH OF THE FOLLOWING:
C. PRODUCT CERTIFICATES: FOR EACH TYPE OF MANUFACTURED PRODUCT, FROM MANUFACTURER, AND COMPLYING WITH THE FOLLOWING:
1. MANUFACTURER'S CERTIFIED ANALYSIS OF STANDARD PRODUCTS.
D. MATERIAL TEST REPORTS: FOR STANDARDIZED ASTM D 5268 TOPSOIL, EXISTING NATIVE SURFACE TOPSOIL, AND IMPORTED OR MANUFACTURED TOPSOIL.
E. WARRANTY: SAMPLE OF SPECIAL WARRANTY.

4 QUALITY ASSURANCE
A. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL ESTABLISHMENT OF PLANTS.
1. EXPERIENCE: FIVE YEARS' EXPERIENCE IN LANDSCAPE INSTALLATION IN ADDITION TO REQUIREMENTS IN DIVISION 01 SECTION "QUALITY REQUIREMENTS."
2. INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT SITE WHEN WORK IS IN PROGRESS.
3. PESTICIDE APPLICATOR: STATE LICENSED, COMMERCIAL.
B. SOIL ANALYSIS: FOR EACH UNAMENDED SOIL TYPE, FURNISH SOIL ANALYSIS AND A WRITTEN REPORT BY A QUALIFIED SOIL-TESTING LABORATORY STATING PERCENTAGES OF ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT; CATION EXCHANGE CAPACITY; SODIUM ABSORPTION RATIO; DELETERIOUS MATERIAL; PH; AND MINERAL AND PLANT-NUTRIENT CONTENT OF THE SOIL.
1. TESTING METHODS AND WRITTEN RECOMMENDATIONS SHALL COMPLY WITH USDA'S HANDBOOK NO. 60.
2. THE SOIL-TESTING LABORATORY SHALL OVERSEE SOIL SAMPLING; WITH DEPTH, LOCATION, AND NUMBER OF SAMPLES TO BE TAKEN PER INSTRUCTIONS FROM LANDSCAPE LANDSCAPE ARCHITECT. A MINIMUM OF THREE REPRESENTATIVE SAMPLES SHALL BE TAKEN FROM VARIED LOCATIONS FOR EACH SOIL TO BE USED OR AMENDED FOR PLANTING PURPOSES.
3. REPORT SUITABILITY OF TESTED SOIL FOR PLANT GROWTH.
a. BASED UPON THE TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE INCORPORATED. STATE RECOMMENDATIONS IN WEIGHT PER 1000 SQ. FT. (92.9 SQ. M) OR VOLUME PER CU. YD. (0.76 CU. M) FOR NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS.
b. REPORT PRESENCE OF PROBLEM SALTS, MINERALS, OR HEAVY METALS, INCLUDING ALUMINUM, ARSENIC, BARIUM, CADMIUM, CHROMIUM, COBALT, LEAD, LITHIUM, AND VANADIUM. IF SUCH PROBLEM MATERIALS ARE PRESENT, PROVIDE ADDITIONAL RECOMMENDATIONS FOR CORRECTIVE ACTION.
C. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1. PLANTS WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
a. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
D. MEASUREMENTS: MEASURE ACCORDING TO ANSI Z60.1. DO NOT PRUNE TO OBTAIN REQUIRED SIZES.
1. TREES AND SHRUBS: MEASURE WITH BRANCHES AND TRUNKS OR CANES IN THEIR NORMAL POSITION. TAKE HEIGHT MEASUREMENTS FROM OR NEAR THE TOP OF THE ROOT FLARE FOR FIELD-GROWN STOCK AND CONTAINER-GROWN STOCK. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD; DO NOT MEASURE BRANCHES OR ROOTS TIP TO TIP. TAKE CALIPER MEASUREMENTS 6 INCHES (150 MM) ABOVE THE ROOT FLARE FOR TREES UP TO 4-INCH (100-MM) CALIPER SIZE, AND 12 INCHES (300 MM) ABOVE THE ROOT FLARE FOR LARGER SIZES.
2. OTHER PLANTS: MEASURE WITH STEMS, PETIOLES, AND FOLIAGE IN THEIR NORMAL POSITION.
E. PLANT MATERIAL OBSERVATION: LANDSCAPE ARCHITECT MAY OBSERVE PLANT MATERIAL EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, CULTIVAR, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, PESTS, DISEASE SYMPTOMS, INJURIES, AND LATENT DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.

5 DELIVERY, STORAGE, AND HANDLING
A. PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN ORIGINAL, UNOPENED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND INDICATION OF CONFORMANCE WITH STATE AND FEDERAL LAWS IF APPLICABLE.
B. BULK MATERIALS:
1. DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, UTILITIES, WALKWAYS AND PAVEMENTS, OR ON EXISTING TURF AREAS OR PLANTS.
2. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF BULK MATERIALS, DISCHARGE OF SOIL-BEARING WATER RUNOFF, AND AIRBORNE DUST REACHING ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, OR WALKWAYS.
3. ACCOMPANY EACH DELIVERY OF BULK FERTILIZERS, LIME, AND SOIL AMENDMENTS WITH APPROPRIATE CERTIFICATES.
C. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, WIND BURN, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERINGS OF PLANTS DURING SHIPPING AND DELIVERY. DO NOT DROP PLANTS DURING DELIVERY AND HANDLING.
D. HANDLE PLANTING STOCK BY ROOT BALL.
E. STORE BULBS, CORMS, AND TUBERS IN A DRY PLACE AT 60 TO 65 DEG F (16 TO 18 DEG C) UNTIL PLANTING.
F. DELIVER PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND PLANT WILL BE PLANTED IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX HOURS AFTER DELIVERY, SET PLANTS AND TREES IN THEIR APPROPRIATE ASPECT (SUN, FILTERED SUN, OR SHADE), PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
1. SET BALLED STOCK ON GROUND AND COVER BALL WITH SOIL, PEAT MOSS, SAWDUST, OR OTHER ACCEPTABLE MATERIAL.
2. DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING.
3. WATER ROOT SYSTEMS OF PLANTS STORED ON-SITE DEEPLY AND THOROUGHLY WITH A FINE-MIST SPRAY. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY-WET CONDITION.

6 PROJECT CONDITIONS
A. FIELD MEASUREMENTS: VERIFY ACTUAL GRADE ELEVATIONS, SERVICE AND UTILITY LOCATIONS, IRRIGATION SYSTEM COMPONENTS, AND DIMENSIONS OF PLANTINGS AND CONSTRUCTION CONTIGUOUS WITH NEW PLANTINGS BY FIELD MEASUREMENTS BEFORE PROCEEDING WITH PLANTING WORK.
B. WEATHER LIMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED WHEN BENEFICIAL AND OPTIMUM RESULTS MAY BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
C. COORDINATION WITH TURF AREAS (LAWNS): PLANT TREES, SHRUBS, AND OTHER PLANTS AFTER FINISH GRADES ARE ESTABLISHED AND BEFORE PLANTING TURF AREAS UNLESS OTHERWISE INDICATED.
1. WHEN PLANTING TREES, SHRUBS, AND OTHER PLANTS AFTER PLANTING TURF AREAS, PROTECT TURF AREAS, AND PROMPTLY REPAIR DAMAGE CAUSED BY PLANTING OPERATIONS.

7 WARRANTY
A. SPECIAL WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
1. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
a. DEATH & UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE, LACK OF ADEQUATE MAINTENANCE, OR NEGLECT BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
b. STRUCTURAL FAILURES INCLUDING STORM DAMAGE FAILING OR BLOWN OVER.
c. FAULTY PERFORMANCE OF TREE STABILIZATION, EDGINGS.
d. DETERIORATION OF METALS, METAL FINISHES, AND OTHER MATERIALS BEYOND NORMAL WEATHERING.
2. WARRANTY PERIODS FROM DATE OF PLANTING COMPLETION:
a. TREES, SHRUBS, VINES, AND ORNAMENTAL GRASSES: 12 MONTHS.
b. GROUND COVERS, BIENNIALS, PERENNIALS, AND OTHER PLANTS: 12 MONTHS.
3. INCLUDE THE FOLLOWING REMEDIAL ACTIONS AS A MINIMUM:
a. IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
b. REPLACE PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
c. A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
d. PROVIDE EXTENDED WARRANTY FOR PERIOD EQUAL TO ORIGINAL WARRANTY PERIOD, FOR REPLACED PLANT MATERIAL.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL
A. GENERAL: FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE OR PLANT LEGEND SHOWN ON DRAWINGS AND COMPLYING WITH ANSI Z60.1; AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
1. TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS; TIGHT VERTICAL BRANCHES WHERE BARK IS SQUEEZED BETWEEN TWO BRANCHES OR BETWEEN BRANCH AND TRUNK ("INCLUDED BARK"); CROSSING TRUNKS; CUT-OFF LIMBS MORE THAN 3/4 INCH (19 MM) IN DIAMETER; OR WITH STEM GIRDLING ROOTS WILL BE REJECTED.
2. COLLECTED STOCK: DO NOT USE PLANTS HARVESTED FROM THE WILD, FROM NATIVE STANDS, FROM AN ESTABLISHED LANDSCAPE PLANTING, OR NOT GROWN IN A NURSERY UNLESS OTHERWISE INDICATED.
B. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
C. ROOT-BALL DEPTH: FURNISH TREES AND SHRUBS WITH ROOT BALLS MEASURED FROM TOP OF ROOT BALL, WHICH SHALL BEGIN AT ROOT FLARE ACCORDING TO ANSI Z60.1. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.
D. LABELING: LABEL AT LEAST ONE PLANT OF EACH VARIETY, SIZE, AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF COMMON NAME AND FULL SCIENTIFIC NAME, INCLUDING GENUS AND SPECIES. INCLUDE NOMENCLATURE FOR HYBRID, VARIETY, OR CULTIVAR, IF APPLICABLE FOR THE PLANT AS SHOWN ON DRAWINGS. PLANT TAGS SHALL REMAIN ON INSTALLED PLANT MATERIAL UNTIL THE WORK HAS BEEN APPROVED BY LOCAL INSPECTOR AND/OR THE OWNER OR OWNER'S REPRESENTATIVE.

2.2 INORGANIC SOIL AMENDMENTS
A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT AND AS FOLLOWS:
1. PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE PER ASTM 605, CONTAINING NOT LESS THAN 85% OF TOTAL CARBONATES AND SHALL BE GROUND TO SUCH A FINENESS THAT 50% WILL PASS THROUGH A 100 MESH SIEVE AND 90% WILL PASS THROUGH A 20 MESH SIEVE. COARSER MATERIAL WILL BE ACCEPTABLE, PROVIDED THE SPECIFIED RATES OF APPLICATION ARE INCREASED PROPORTIONALLY ON THE BASIS OF QUANTITIES PASSING THE 100 MESH SIEVE.
B. SULFUR: GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING THROUGH NO. 6 (3.35-MM) SIEVE AND A MAXIMUM OF 10 PERCENT PASSING THROUGH NO. 40 (0.425-MM) SIEVE.

2.3 MULCHES
A. ORGANIC MULCH: FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF ONE OF THE FOLLOWING:
1. TYPE: DOUBLE SHREDDED HARDWOOD BARK.

2.4 MISCELLANEOUS PRODUCTS
A. ANTIDESICCANT: WATER-INSOLUBLE EMULSION, PERMEABLE MOISTURE RETARDER. FILM FORMING, FOR TREES AND SHRUBS. READY TO USE AS SUPPLIED, AND FULLY LABELED CONTAINERS AND MIX ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
B. TREE-WRAP TAPE: TWO LAYERS OF CRINKLED PAPER CEMENTED TOGETHER WITH BITUMINOUS MATERIAL, 4" WIDE MINIMUM, WITH STRETCH TO FACTOR 33 PERCENT.
C. PRE-EMERGENT HERBICIDE: TO KILL GENERATING WEED SEEDLINGS, APPLY ONE OF THE FOLLOWING PRE-EMERGENT HERBICIDES AS MANUFACTURER'S RECOMMENDED RATE:
1. ORYZALIN (SURFLAN).
2. SIMAZIN (PRINCEP).
3. TRIFLURALIN (TREFLAN).
D. POST-EMERGENT HERMICIDE: TO KILL EMERGENT WEEDS DURING MAINTENANCE PERIOD, APPLY ONE OF THE FOLLOWING POST-EMERGENT HERBICIDES AT MANUFACTURER'S RECOMMENDED RATE;
1. SETHOXYDIM (POAST).
2. FLUAZIFOP (FUSILADE)

PART 3 - EXECUTION

3.1 EXAMINATION
A. EXAMINE AREAS TO RECEIVE PLANTS FOR COMPLIANCE WITH REQUIREMENTS AND CONDITIONS AFFECTING INSTALLATION AND PERFORMANCE.
1. VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL OR LIQUID SUCH AS PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, OR ACID HAS BEEN DEPOSITED IN SOIL WITHIN A PLANTING AREA.
2. DO NOT MIX OR PLACE SOILS AND SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
3. SUSPEND SOIL SPREADING, GRADING, AND TILLING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE SUCH THAT THE MOISTURE CONTENT REACHES ACCEPTABLE LEVELS TO ATTAIN THE REQUIRED RESULTS.
4. UNIFORMLY MOISTEN EXCESSIVELY DRY SOIL THAT IS NOT WORKABLE AND WHICH IS TOO DUSTY.
B. PROCEED WITH PLANTING ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
C. IF CONTAMINATION BY FOREIGN OR DELETERIOUS MATERIAL OR LIQUID IS PRESENT IN SOIL WITHIN A PLANTING AREA, REMOVE THE SOIL AND CONTAMINATION AS DIRECTED BY LANDSCAPE ARCHITECT AND REPLACE WITH NEW PLANTING SOIL.

3.2 PREPARATION
A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
B. INSTALL EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
C. LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MULTIPLE PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE EXCAVATING OR PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.
D. LAY OUT PLANT BEDS AT LOCATIONS DIRECTED BY LANDSCAPE ARCHITECT. STAKE LOCATIONS OF INDIVIDUAL TREES AND SHRUBS AND OUTLINE AREAS FOR MULTIPLE PLANTINGS.
E. IF EXISTING ECOLOGY CAUSES ADJUSTMENTS OF LANDSCAPE PLANS TO FIT THE SITE CONDITIONS, A STAKE OUT BY LANDSCAPE CONTRACTOR AND ADJUSTMENTS BY LANDSCAPE ARCHITECT SHALL BE REQUIRED PRIOR TO INSTALLATION.
F. APPLY ANTIDESICCANT TO TREES AND SHRUBS USING POWER SPRAY TO PROVIDE AN ADEQUATE FILM OVER TRUNKS (BEFORE WRAPPING), BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT DURING DIGGING, HANDLING, AND TRANSPORTATION.
1. IF DECIDUOUS TREES OR SHRUBS ARE MOVED IN FULL LEAF, SPRAY WITH ANTIDESICCANT AT NURSERY BEFORE MOVING AND AGAIN TWO WEEKS AFTER PLANTING.
G. WRAP TREES AND SHRUBS WITH BURLAP FABRIC OVER TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT FROM WIND AND OTHER DAMAGE DURING DIGGING, HANDLING, AND TRANSPORTATION.

3.3 PLANTING AREA ESTABLISHMENT
A. LOOSEN SUBGRADE OF PLANTING AREAS TO A MINIMUM DEPTH OF 18 INCHES (450 MM). REMOVE STONES LARGER THAN 1 INCH (25 MM) IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF OFF OWNER'S PROPERTY.
1. APPLY FERTILIZER DIRECTLY TO SUBGRADE BEFORE LOOSENING.
2. SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND PLANTING SOIL.
a. DELAY MIXING FERTILIZER WITH PLANTING SOIL IF PLANTING WILL NOT PROCEED WITHIN A FEW DAYS.
b. MIX LIME WITH DRY SOIL BEFORE MIXING FERTILIZER.
3. SPREAD PLANTING SOIL TO A DEPTH OF 18 INCHES (450 MM) BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
B. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
C. RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
D. ALL PLANTING AREAS SHOWN ON PLANS SHALL BE WITHIN 2" OF FINAL GRADE BEFORE LANDSCAPE CONTRACTOR COMMENCES INSTALLATION.

3.4 EXCAVATION FOR TREES AND SHRUBS
A. PLANTING PITS AND TRENCHES: EXCAVATE CIRCULAR PLANTING PITS WITH SIDES SLOPING INWARD AT A 45-DEGREE ANGLE. EXCAVATIONS WITH VERTICAL SIDES ARE NOT ACCEPTABLE. TRIM PERIMETER OF BOTTOM LEAVING CENTER AREA OF BOTTOM RAISED 8 INCHES TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE AWAY FROM CENTER. DO NOT FURTHER DISTURB BASE. ENSURE THAT ROOT BALL WILL SIT ON UNDISTURBED BASE SOIL TO PREVENT SETTLING. SCARIFY SIDES OF PLANTING PIT SMEARED OR SMOOTHED DURING EXCAVATION.
1. EXCAVATE APPROXIMATELY THREE TIMES AS WIDE AS BALL DIAMETER FOR BALLED AND BURLAPPED STOCK.
2. EXCAVATE AT LEAST 12 INCHES (300 MM) WIDER THAN ROOT SPREAD AND DEEP ENOUGH TO ACCOMMODATE VERTICAL ROOTS FOR BARE-ROOT STOCK.
3. IF DRAIN TILE IS SHOWN ON DRAWINGS OR REQUIRED UNDER PLANTING AREAS, EXCAVATE TO TOP OF POROUS BACKFILL OVER TILE.
B. SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS OR OTHER DELETERIOUS MATERIALS.
C. OBSTRUCTIONS: NOTIFY LANDSCAPE ARCHITECT IF UNEXPECTED ROCK OR OBSTRUCTIONS DETRIMENTAL TO TREES OR SHRUBS ARE ENCOUNTERED IN EXCAVATIONS.
D. DRAINAGE: NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS EVIDENCE UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PLANTING PITS.
E. FILL EXCAVATIONS WITH WATER AND ALLOW TO PERCOLATE AWAY BEFORE POSITIONING TREES AND SHRUBS.

3.5 TREE, SHRUB, AND VINE PLANTING
A. BEFORE PLANTING, VERIFY THAT ROOT FLARE IS VISIBLE AT TOP OF ROOT BALL ACCORDING TO ANSI Z60.1. IF ROOT FLARE IS NOT VISIBLE, REMOVE SOIL IN A LEVEL MANNER FROM THE ROOT BALL TO WHERE THE TOP-MOST ROOT EMERGES FROM THE TRUNK. AFTER SOIL REMOVAL TO EXPOSE THE ROOT FLARE, VERIFY THAT ROOT BALL STILL MEETS SIZE REQUIREMENTS.
B. REMOVE STEM GIRDLING ROOTS AND KINKED ROOTS. REMOVE INJURED ROOTS BY CUTTING CLEANLY; DO NOT BREAK.
C. SET BALLED AND BURLAPPED STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
D. SET CONTAINER-GROWN STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
1. CAREFULLY REMOVE ROOT BALL FROM CONTAINER WITHOUT DAMAGING ROOT BALL OR PLANT.
2. PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE MIX AND ELIMINATE VOICE AND AIR POCKETS. WHEN PIT IS APPROXIMATELY ONE-HALF BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF PLANTING SOIL MIX. REPEAT WATERING UNTIL NO MORE WATER IS ABSORBED. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF PLANTING SOIL MIX.
E. AFTER THE LANDSCAPE ARCHITECT HAS EXAMINED THE TRUNKS OF NEW INSTALLED TREES, WRAP TREES OF 2-INCH CALIPER AND LARGER IN TREE-WRAP TAPE. START AT THE BASE OF THE TRUNK AND SPIRAL COVER THE TRUNK TO THE HEIGHT OF THE FIRST BRANCHES. OVERLAP THE WRAP, EXPOSING HALF THE WIDTH, AND SECURELY ATTACH WITHOUT CAUSING GIRDLING. INSPECT TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION; TAKE CORRECTIVE MEASURES REQUIRED BEFORE TREE WRAPPING.

3.6 TREE, SHRUB, AND VINE PRUNING
A. REMOVE ONLY DEAD, DYING, OR BROKEN BRANCHES. DO NOT PRUNE FOR SHAPE.
B. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT.
C. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES ACCORDING TO STANDARD PROFESSIONAL HORTICULTURAL AND ARBORICULTURAL PRACTICES. UNLESS OTHERWISE INDICATED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS; REMOVE ONLY INJURED, DYING, OR DEAD BRANCHES FROM TREES AND SHRUBS; AND PRUNE TO RETAIN NATURAL CHARACTER.
D. DO NOT APPLY PRUNING PAINT TO WOUNDS.

3.7 GROUND COVER AND PLANT PLANTING
A. SET PLANT AND SPACE GROUND COVER AND PLANTS OTHER THAN TREES, SHRUBS, AND VINES AS INDICATED IN EVEN ROWS WITH TRIANGULAR SPACING.
B. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS.
C. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS AND LEAVE A SLIGHT SAUCER INDENTATION AROUND PLANTS TO HOLD WATER.
D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.

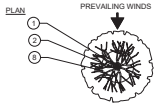
3.8 PLANTING AREA MULCHING
A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
1. TREES AND TREE-LIKE SHRUBS IN TURF AREAS: APPLY ORGANIC MULCH RING OF 4-INCH (75-MM)] AVERAGE THICKNESS, WITH 36-INCH- (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
2. ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

3.9 PLANT MAINTENANCE
G. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESTORING PLANTING SAUCERS, ADJUSTING AND REPAIRING TREE-STABILIZATION DEVICES, RESETTING TO PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
a. WATER EXISTING PROTECTED TREES AND VEGETATION WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAH LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
H. FILL IN AS NECESSARY SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE.
I. APPLY TREATMENTS AS REQUIRED TO KEEP PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE INTEGRATED PAST MANAGEMENT PRACTICES WHENEVER POSSIBLE TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS. TREATMENTS INCLUDE PHYSICAL CONTROLS SUCH AS HOSING OFF FOLIAGE, MECHANICAL CONTROLS SUCH AS TRAPS, AND BIOLOGICAL CONTROL AGENTS.

3.10 PESTICIDE APPLICATION
A. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.
B. PRE-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY TO TREE, SHRUB, AND GROUND-COVER AREAS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS. DO NOT APPLY TO SEEDED AREAS.
C. POST-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY ONLY AS NECESSARY TO TREAT ALREADY-GERMINATED WEEDS AND IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

3.11 CLEANUP AND PROTECTION
A. DURING PLANTING, KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN AND WORK AREA IN AN ORDERLY CONDITION.
B. PROT

PLAN



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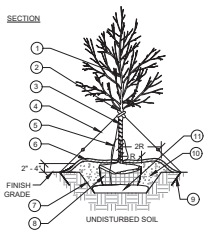

1. CENTRAL LEADER
2. 1/2" RUBBER HOSE, REINFORCED, BLACK
3. TREE WRAP (STD. MANUFACTURER)
4. # 10, GALVANIZED, TWISTED DOUBLE STRAND GUY WIRE
5. 20 GAL. GATOR BAG (SEE NOTES)
6. MULCH
7. ROOTBALL PIT
8. ROOTBALL
9. 36" LONG #5 REBAR STAKE- DRIVE BELOW GRADE
10. EARTHEN SAUCER OF AMENDED TOPSOIL
11. TAMPED SETTTING BED 8" MIN. DEPTH

NOTES:
- A. ONLY TREES ON SLOPES 3:1 OR GREATER OR IN WINDY LOCATIONS SHALL BE GUYED.
- B. 5"+ CALIPER TREES REQUIRE A 4" CORRUGATED PVC TUBING DOUBLE WRAPPED IN FILTER FABRIC SOCK PIPE.
- C. REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL - TOP OF ROOTBALL TO BE 2-4" ABOVE GRADE AFTER SETTLEMENT.
- D. TREE PIT TO BE TWICE THE WIDTH OF THE ROOTBALL.
- E. SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
- F. TOPSOIL AMENDED PER SOIL TESTING REPORT.
- G. GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG. SEE PLANTING & PREPARATION NOTES.
  1"-4" CALIPER (1 BAG), 5" - 8" CALIPER (2 BAGS)

1 TREE PLANTING

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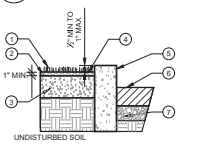

1. LAWN (SEEDED UNLESS SPECIFIED AS SOD).
2. ROOT LAYER. (SOD MIN. DEPTH AS SHOWN).
3. AMENDED TOPSOIL. SEE NOTES.
4. TOP OF GRADE TO BE MIN. 1/2" AND MAX. 1" BELOW ADJACENT PAVEMENT SURFACE.
5. ADJACENT CURB. SEE CURB DETAIL
6. PAVEMENT. SEE PAVEMENT DETAILS
7. PAVING BASE. SEE PAVEMENT DETAILS

NOTE: SEE SODDING AND/OR SEEDING NOTES.

4 LAWN AGAINST CURB DETAIL

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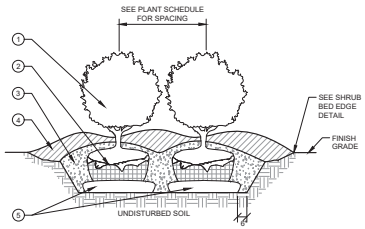

1. SHRUB
2. ROOTBALL
3. AMENDED TOPSOIL
4. MULCH
5. TAMPED SETTING BED

NOTES:
- A. REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL - TOP OF ROOTBALL TO BE 2-4" ABOVE GRADE AFTER SETTLEMENT.
- B. SCARIFY BOTTOM AND SIDES OF PLANTING BED TO 4" MIN. DEPTH.
- C. TOPSOIL AMENDED PER SOIL TESTING REPORT.
- D. MULCH-SEE TOPSOIL AMENDMENTS & MULCH NOTES, AND PLANT INSTALLATION NOTES

7 SHRUB BED PLANTING DETAIL

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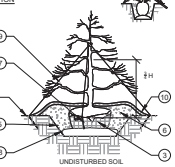
PLAN

STAKING FOR TREES UNDER 8' HEIGHT

SECTION

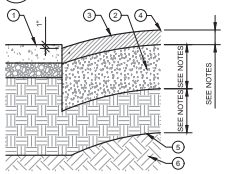


1. CENTRAL LEADER
2. 1/2" RUBBER HOSE, REINFORCED, BLACK
3. ROOTBALL
4. 4" CORRUGATED PVC TUBING DOUBLE WRAPPED IN FILTER FABRIC SOCK PIPE (ONLY 5"+ CALIPER TREES)
5. ROOTBALL PIT
6. EARTHEN SAUCER OF AMENDED TOPSOIL
7. 36" LONG #5 REBAR STAKE (SEE NOTES)
8. TAMPED SETTTING BED 8" MIN. DEPTH
9. # 10, GALVANIZED, TWISTED DOUBLE STRAND GUY WIRE
10. MULCH (SEE NOTES)
11. 1" x 24" WOOD STAKE TIED TO TREE WITH #9 GALVANIZED WIRE AND BLACK HOSE

NOTES:
- A. REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL - TOP OF ROOTBALL TO BE 2-4" ABOVE GRADE AFTER SETTLEMENT.
- B. TREE PIT TO BE TWICE THE WIDTH OF THE ROOTBALL.
- C. SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
- D. TOPSOIL AMENDED PER SOIL TESTING REPORT.
- E. ATTACH GUY WIRE AT 2/3 OF THE TREE HEIGHT.
- F. DRIVE STAKE BELOW GRADE AND WITHIN MULCHED AREAS IF POSSIBLE. WOOD STAKES MAY NOT CONTAIN CHROMATED COPPER ARSENATE (CCA).
- G. MULCH-SEE TOPSOIL AMENDMENTS & MULCH NOTES, AND PLANT INSTALLATION NOTES

2 EVERGREEN TREE DETAIL

NOT TO SCALE 329343.46-03

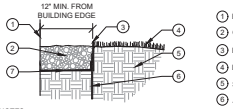


1. ADJACENT PAVEMENT (WALK OR CURB)
2. TOPSOIL
3. MULCH
4. PLANTING BED APEX
5. LOSENED SUBGRADE
6. UNDISTURBED SOIL

NOTES:
- A. TOP OF MULCH TO BE BELOW ADJACENT PAVEMENT FOR MULCH CONTAINMENT.
- B. SEE NOTES.

5 SHRUB BED EDGE DETAIL AT PAVEMENT

NOT TO SCALE 329113.26-04



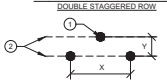
1. BUILDING EDGE
2. GRAVEL BED (3-5" DEPTH)
3. EDGING (1/2" ABOVE GRAVEL BED/FINISH GRADE)
4. LAWN/PLANTING BED
5. SOIL
6. ALUMINUM STAKE TO BE 1" BELOW TOP OF ALUMINUM EDGING - STAKE PER MANUFACTURER'S RECOMMENDATION
7. WEED CONTROL FABRIC WITH PRE-EMERGENT HERBICIDE

NOTES:
- A. SEE PLANS FOR DISTANCE FROM BUILDING EDGE.
- B. POSITIVE DRAINAGE AWAY FROM BUILDING.
- C. SEE PLANT INSTALLATION NOTES FOR ADDITIONAL INFORMATION ON WEED CONTROL FABRIC.

8 GRAVEL PLANTING EDGE DETAIL

NOT TO SCALE 329113.26-01

TWO DIMENSIONS ON CENTER SPACING
DOUBLE STAGGERED ROW

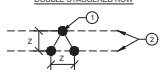


1. SHRUB
2. ROW

NOTE:
X = SHRUB SPACING (NOTED 1ST ON PLANT SCHEDULE)
Y = ROW SPACING (NOTED 2ND ON PLANT SCHEDULE)

USED FOR TWO DIMENSION O.C. (ON CENTER) SPACING.
EXAMPLE: X' x Y'

ONE DIMENSION ON CENTER SPACING
DOUBLE STAGGERED ROW



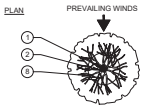
NOTE:
Z = ON CENTER DIMENSION

USED FOR MASS SHRUB PLANTINGS GIVEN ONE O.C. DIMENSION ON PLANT SCHEDULE)

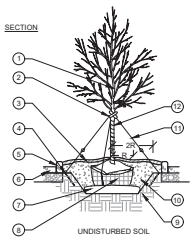
9 SHRUB SPACING DETAIL (TYP.)

NOT TO SCALE 329333-01

PLAN



SECTION

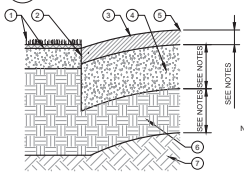


1. CENTRAL LEADER
2. 1/2" RUBBER HOSE, REINFORCED, BLACK
3. MULCH (SEE NOTES)
4. 36" LONG #5 REBAR STAKE (SEE NOTES)
5. CURB
6. PAVED SURFACE
7. TAMPED SETTTING BED 8" MIN. DEPTH
8. ROOTBALL
9. ROOTBALL PIT
10. EARTHEN SAUCER OF AMENDED TOPSOIL
11. # 10, GALVANIZED, TWISTED DOUBLE STRAND GUY WIRE
12. TREE WRAP (STD. MANUFACTURER)

NOTES:
- A. ONLY TREES ON SLOPES 3:1 OR GREATER OR IN WINDY LOCATIONS SHALL BE GUYED.
- B. REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL - TOP OF ROOTBALL TO BE 2-4" ABOVE GRADE AFTER SETTLEMENT.
- C. TREE PIT TO BE TWICE THE WIDTH OF THE ROOTBALL.
- D. SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
- E. TOPSOIL AMENDED PER SOIL TESTING REPORT.
- F. ATTACH GUY WIRES TO THE CENTRAL LARGEST TRUNK.
- G. DRIVE STAKE BELOW GRADE AND WITHIN MULCHED AREAS IF POSSIBLE. WOOD STAKES MAY NOT CONTAIN CHROMATED COPPER ARSENATE (CCA).
- H. MULCH-SEE TOPSOIL AMENDMENTS & MULCH NOTES, AND PLANT INSTALLATION NOTES

3 TREE ISLAND PLANTING

NOT TO SCALE 329343.46-07

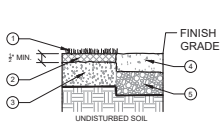


1. ADJACENT LAWN
2. VERTICAL EDGE
3. MULCH
4. TOPSOIL
5. PLANTING BED APEX
6. LOSENED SUBGRADE
7. UNDISTURBED SOIL

NOTES:
- A. SHOVEL CUT BED EDGE SHALL CREATE A CLEAN SEPARATION BETWEEN LAWN AND PLANTING AREA TO CONTAIN MULCH.
- B. SEE NOTES.

6 SHRUB BED EDGE DETAIL AGAINST LAWN

NOT TO SCALE 329113.26-05



1. LAWN/SOD AS SPECIFIED - HOLD DOWN 1/2" - 1" FROM FINISH GRADE
2. ROOT LAYER
3. 4" AMENDED TOPSOIL
4. PAVING SURFACE
5. PAVING BASE

NOTES:
- A. LAWN/SOD SURFACE TO BE INSTALLED FLUSH WITH ADJACENT PAVING SURFACE.
- B. SEE LAWN/SOD INSTALLATION NOTES FOR INSTALLATION PROCEDURE.

10 LAWN INSTALLATION AT PAVEMENT EDGE

NOT TO SCALE 321623-01

GENERAL LANDSCAPE NOTES

A. REFER TO LANDSCAPE SPECIFICATIONS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
B. THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETELY REVIEW THESE DOCUMENTS AND FULLY UNDERSTAND THE NATURE AND SCOPE OF WORK NEEDED TO ACHIEVE THE FINISHED PRODUCT INTENDED BY THE OWNER. IN ADDITION, THE CONTRACTOR SHALL AT ONCE REPORT TO THE LANDSCAPE ARCHITECT, INACCURACIES OR INCONSISTENCIES DISCOVERED. FAILURE TO REASONABLY RECOGNIZE OR NOTIFY THE LANDSCAPE ARCHITECT OF SUCH ITEMS SHALL RELEASE THE LANDSCAPE ARCHITECT AND OWNER OF ALL LIABILITY. ANY DEVIATIONS FROM THESE DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
C. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK, LOCATING ALL UNDERGROUND UTILITIES, AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING INSTALLATION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH MAY OCCUR AS A RESULT OF LANDSCAPE CONSTRUCTION.
D. CONTRACTOR MUST CERTIFY THAT IT'S SAFETY PROGRAM MEETS REGULATORY REQUIREMENTS AT A MINIMUM. CONTRACTOR TO PROVIDE DOCUMENTATION OF THE OSHA RECORD KEEPING SUMMARY.
E. REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL TRAFFIC AND SAFETY REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION, AND ALL OTHER REQUIREMENTS.
F. LANDSCAPE CONTRACT IS RESPONSIBLE FOR COORDINATING WITH OTHER CONTRACTORS AND/OR LOCATING PROPOSED SITE UTILITIES, STORM STRUCTURES, EASEMENTS, ETC.
G. ALL PLANT MATERIAL MUST BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN BY NO LATER THAN THE NEXT PLANTING SEASON OR WITHIN 6 MONTHS FROM THE COMPLETION OF ALL SITE CONSTRUCTION.
H. CONTRACTOR TO VERIFY ALL PLANT QUANTITIES. ANY DISCREPANCY BETWEEN THE PLANTING LIST AND THE PLAN SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALL SUBSTITUTIONS AND/OR CHANGES SHALL BE REQUESTED IN WRITING TO THE OWNER OR OWNER'S REPRESENTATIVE AND BE APPROVED BY THE LANDSCAPE ARCHITECT AND THE LOCAL MUNICIPALITY (IF REQUIRED) PRIOR TO INSTALLATION.
I. INSTALL PLANTS - REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.
J. IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE UNDER 5" CALIPER, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD, AT WHICH POINT ANY STAKES & WIRE ARE TO BE REMOVED BY THE CONTRACTOR.
K. LANDSCAPE CONTRACTOR SHALL INSTALL GATOR BAGS, PER MANUFACTURER'S RECOMMENDATION FOR ALL TREES THAT ARE NOT OTHERWISE IRRIGATED. GATOR BAGS TO BE INSTALLED AND FILLED BETWEEN JUNE AND AUGUST. (1) BAG REQUIRED FOR 1" - 4" CALIPER TREES AND (2) BAGS REQUIRED FOR 5"-8" CALIPER TREES.
L. LANDSCAPE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM ALL PLANT BEDS WITHOUT ADVERSELY AFFECTING SITE DRAINAGE. GRADES BEHIND CURBS FOR AREAS TO RECEIVE MULCH SHALL BE HELD 4 INCHES BELOW TOP OF CURB AND 2 INCHES BELOW TOP OF CURB FOR SOD.
M. CONTRACTOR TO RUN PERCOLATION TESTS TO ASSURE PROPER DRAINAGE IN PLANTING AREAS.
N. ADDITIONAL ROCK EXCAVATION AND TOPSOIL MAY BE REQUIRED TO OBTAIN SPECIFIED PLANTING DEPTHS FOR ROOT COVERAGE BASED ON SITE CONDITIONS.
O. IF IRRIGATION IS PART OF THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL PLANT MATERIAL WITH THE IRRIGATION CONTRACTOR. ACTIVATE IRRIGATION SYSTEM UPON COMPLETION OF ALL LAWN AREAS.
P. ALL IRRIGATION COMPONENTS SHALL BE OF THE SAME MANUFACTURER & INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

DESIGN BUILD IRRIGATION

A. FURNISH ALL DESIGN, LABOR, MATERIALS, AND EQUIPMENT FOR THE PROPER INSTALLATION OF AN IRRIGATION SYSTEM TO SERVICE ALL LAWN AND PLANTED AREAS.
B. THE CONTRACTOR SHALL PROVIDE LAYOUT AND DESIGN COORDINATION WITH THE LANDSCAPE REQUIREMENTS OF THE PLANTING TYPES, LOCATIONS AND SHALL INCLUDE WATER SAVING PRODUCTS (LIKE EPA WATERSENSE) AND PRACTICES WHICH DEMONSTRATE THE HIGHEST LEVEL OF PERFORMANCE (WATER SAVING FEATURES).
C. SMART CONTROLLERS, HIGH-EFFICIENCY SPRAY NOZZLES, PRESSURE REGULATED HEADS, AND DRIPLINE IN BEDS MUST BE INCORPORATED. INDIVIDUAL SUB-ZONES MUST BE TAILORED TO THE WATERING REQUIREMENTS OF EACH MAJOR PLANT TYPE. UNDER NO CIRCUMSTANCES SHALL ANY TURF AREAS BE WATERED IN COMBINATION WITH PLANT BEDS. SPACING OF ALL SPRINKLER EQUIPMENT SELECTED SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS AS PUBLISHED. "HEAD TO HEAD" COVERAGE IS REQUIRED IN ALL TURF AREAS.
D. IRRIGATION CONTRACTOR SHALL PARTICIPATE IN COORDINATION MEETINGS AS REQUIRED WITH THE OWNER'S REPRESENTATIVE AND RELATED PARTIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
E. THE IRRIGATION SYSTEM IS TO BE INSTALLED BY A CONTRACTOR WHO SPECIALIZES IN IRRIGATION DESIGN AND INSTALLATION AND HAS INSTALLED AT LEAST FIVE (5) PROJECTS OF EQUAL OR COMPARATIVE SIZE AND COMPLEXITY. IRRIGATION WORK SHALL BE PERFORMED BY A SINGLE FIRM, ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND LICENSED AS A CONTRACTOR IN THE STATE WHERE THE PROJECT IS TO BE INSTALLED.
F. THE SYSTEM SHALL BE DESIGNED BY A CERTIFIED EPA WATERSENSE PARTNER, AS FOUND ON THE EPA WATERSENSE WEBSITE, OR MUST BE A MEMBER OF THE IRRIGATION ASSOCIATION (IA), FAIRFAZ, VA, AND HOLD A CID (CERTIFIED DESIGNER DESIGNER) QUALIFICATION.
G. REFERENCED STANDARDS: AMERICAN SOCIETY FOR TESTING AND MATERIALS, ANNUAL BOOK OF ASTM STANDARDS, LATEST EDITION.
H. CODES AND STANDARDS: IRRIGATION DESIGN AND INSTALLATION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL GOVERNING AGENCY REQUIREMENTS AND TO INDUSTRY STANDARDS. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, INCONSISTENCIES, OR CONTRADICTORY REQUIREMENTS.
I. SUBSTITUTIONS: NO SUBSTITUTIONS FROM THE INITIAL PLAN WILL BE PERMITTED WITHOUT REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE. REQUESTS MUST BE MADE TWO (2) WEEKS IN ADVANCE OF THE PROJECT START DATE. IN THE EVENT THE CONTRACTOR WISHES TO MAKE SUBSTITUTIONS OF MATERIALS, SUFFICIENT DESCRIPTIVE LITERATURE, NEW DESIGN, AND MATERIAL SAMPLES MUST BE FURNISHED TO ESTABLISH THE MATERIAL AS AN EQUAL SUBSTITUTE, AND THE DESIGN AS FUNCTIONAL. THE PROPOSED MATERIAL SUBSTITUTION MUST MEET THE ORIGINAL DESIGN INTENT AS IT PERTAINS TO WATER CONSERVATION.
J. APPROVAL AND SELECTION OF MATERIALS AND WORK: THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL OPERATIONS REQUIRED UNDER THIS PERFORMANCE SPECIFICATION IS SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE. WHO HAS THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK WHICH, IN THEIR OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AT ANY STAGE OF THE OPERATION. REMOVE REJECTED WORK AND MATERIALS FROM PROJECT SITE AND REPLACE PROMPTLY.
K. WARRANTY FOR IRRIGATION SERVICE, PLUMBING, & DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE START-UP. WINTERIZATION, AND SECOND SEASON START-UP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS NECESSARY TO PROVIDE A FUNCTIONING SYSTEM, FREE FROM DEFECTS AND ADJUSTED PROPERLY FOR APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

Item	Revision Description	Date	Drawn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-23-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & CIVIL COORDINATION	11-17-23	ADH	MJS
3	REVISED PER CLIENT & PHASING REVISION	03-04-25	MJS	MJS

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS BUCK COURT
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

DETAILS - PLANTING

bayer becker
Cincinnati, Ohio | Columbus, Ohio
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Drawing: 21-0255 LA DT
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: L401

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Plot time: Jan 23, 2025 - 3:15pm
Drawing name: J:\2021\21-0255\LA\DWG\21-0255 LA DT.dwg - Layout Tab: L401 PLANTING DETAILS

UNIT PAVING

PART 1 - GENERAL

.1 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

.2 SUMMARY

A. SECTION INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, INCIDENTALS, AND SERVICES NECESSARY TO COMPLETE THE FOLLOWING SCOPE ITEMS AS INDICATED AND AS SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO:
1. BRICK PAVERS SET ON **SAND BED.**
2. CONCRETE UNIT PAVERS SET ON **SAND BED.**
3. EDGE RESTRAINTS.

.3 REFERENCES

A. THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS ARE REFERRED TO IN THIS SECTION:
1. AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM):
   a. ASTM C33 SPECIFICATION FOR CONCRETE AGGREGATES.
   b. ASTM C67 STANDARD TEST METHODS FOR SAMPLING AND TESTING BRICK AND STRUCTURAL CLAY TILE, SECTION 8, FREEZING AND THAWING
   c. ASTM C136 METHOD FOR SIEVE ANALYSIS FOR FINE AND COARSE AGGREGATE.
   d. ASTM C1319 STANDARD SPECIFICATION FOR CONCRETE GRID PAVING UNITS.
   e. ASTM C140 STANDARD TEST METHODS FOR SAMPLING AND TESTING CONCRETE MASONRY UNITS AND RELATED UNITS.
   f. ASTM C144 STANDARD SPECIFICATION FOR AGGREGATE FOR MASONRY MORTAR.
   g. ASTM C615 STANDARD SPECIFICATION FOR GRANITE DIMENSION STONE
   h. ASTM C936 SPECIFICATION FOR SOLID INTERLOCKING CONCRETE PAVING UNITS.
   i. ASTM C979 STANDARD SPECIFICATION FOR PIGMENTS FOR INTEGRALLY COLORED CONCRETE.
2. INTERLOCKING CONCRETE PAVEMENT INSTITUTE (ICPI):
   a. ICPI TECH SPEC TECHNICAL BULLETINS.
3. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):
   a. ANSI A118, A119, A136 STANDARD FOR INSTALLATION OF CERAMIC TILE.

.4 ACTION SUBMITTALS

A. SUBSTITUTION REQUESTS: SUBMIT THE APPROPRIATE SUBSTITUTION REQUEST FORM NO LATER THAN THIRTY DAYS AFTER THE NOTICE TO PROCEED OF ANY PROPOSED MATERIAL SUBSTITUTIONS WITH ANY CORRESPONDING PROPOSED ADJUSTMENT OF THE CONTRACT PRICE. SUBSTITUTION REQUESTS SHALL NOT BE CONSIDERED AFTER THIS TIME.

B. PRODUCT DATA: FOR EACH TYPE OF PRODUCT BELOW, SUBMIT DATA BEFORE ORDERING.
1. PAVERS.
2. EDGE RESTRAINTS.
3. GEOTEXTILE.
4. SAND SETTING BEDS WITH SIEVE ANALYSES ACCORDING TO ASTM C 136.

C. SAMPLES FOR VERIFICATION: SUBMIT REPRESENTATIVE SAMPLES FOR EACH OF THE FOLLOWING:
1. FULL-SIZE UNITS OF EACH TYPE OF UNIT PAVER, EDGE FINISH, COLOR AND SURFACE FINISH. SHOW THE FULL RANGE OF COLOR AND OTHER VISUAL CHARACTERISTICS REPRESENTATIVE OF THE COMPLETED WORK. SUBMIT PHOTOGRAPHS OF UNIT PAVERS OUTDOORS IN THE SUN DRY AND THEN WET.
2. JOINT MATERIALS.
3. EDGE RESTRAINTS.

D. PHOTOGRAPHS OF MOCKUPS: SUBMIT IMAGES OF EACH MOCKUP.

E. FIELD VERIFICATION REPORT: WRITTEN CONFIRMATION THAT EXISTING AND PREVIOUS WORK IS COMPLETE AND CONFORMING.

F. UNSATISFACTORY CONDITION NOTICE: WRITTEN NOTICE IF UNSUITABLE EXISTING CONDITIONS ARE ENCOUNTERED.

.5 INFORMATIONAL SUBMITTALS

G. MATERIAL CERTIFICATES: PROVIDE A CURRENT MATERIAL CERTIFICATE FOR EACH MATERIAL INCLUDING A STATEMENT OF COMPLIANCE WITH THE SPECIFICATION REQUIREMENTS.

H. MATERIAL TEST REPORTS:
1. UNIT PAVER TEST REPORTS: FOR EACH UNIT VARIETY PROPOSED FOR USE ON PROJECT, BY A QUALIFIED INDEPENDENT TESTING AGENCY, INDICATING COMPLIANCE WITH REQUIREMENTS, ACCORDING TO ASTM STANDARDS. BASE REPORTS ON TESTING WITHIN PREVIOUS THREE YEARS.

C. SAMPLE WARRANTY: FOR SPECIAL WARRANTIES.

D. MAINTENANCE DATA: RECOMMENDED PRODUCTS AND PROCEDURES FOR CLEANING, CARE AND PATCHING TO MATCH FOR MAINTENANCE MANUALS.

.6 SUSTAINABLE DESIGN SUBMITTALS

A. NONE REQUIRED.

.7 QUALITY ASSURANCE

A. FABRICATOR QUALIFICATIONS: SHOP THAT EMPLOYS SKILLED WORKERS WHO CUSTOM FABRICATE PAVING. INCLUDE LIST OF SIMILAR PROJECTS COMPLETED BY FABRICATOR DEMONSTRATING THEIR CAPABILITIES AND EXPERIENCE IN THE LAST FIVE YEARS. INCLUDE PROJECT NAMES, ADDRESSES, AND YEAR COMPLETED, AND INCLUDE NAMES AND ADDRESSES OF PRIOR OWNER'S CONTACT PERSONNEL AS REFERENCES.

B. INSTALLER QUALIFICATIONS: A FIRM EXPERIENCED IN INSTALLING UNIT PAVING SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT, WHOSE WORK HAS A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE. CONCRETE UNIT PAVER QUALIFICATIONS ICPI LEVEL II INSTALLATION CERTIFICATE FOR COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL SETTINGS.

C. PREINSTALLATION CONFERENCE: CONDUCT CONFERENCE AT PROJECT SITE TO COMPLY WITH PROJECT MANAGEMENT AND COORDINATION REQUIREMENTS.

D. MOCKUPS: BUILD MOCKUPS TO VERIFY SAMPLE SELECTIONS MADE, TO DEMONSTRATE AESTHETIC EFFECTS AND SET QUALITY STANDARDS FOR MATERIALS AND EXECUTION.
1. NOTIFY ARCHITECT AT LEAST 14 DAYS IN ADVANCE OF DATES AND TIMES WHEN MOCKUPS WILL BE READY FOR REVIEW. SCHEDULE MOCKUP REVIEWS WITH A FLOAT TIME OF AT LEAST 30 DAYS BETWEEN THE FIRST MOCKUP REVIEW AND ANY REVISED MOCKUP.
2. BUILD MOCKUP OF EACH PAVEMENT TYPE.
3. PANEL NOT LESS THAN 10 FEET (3048 MM) SQUARE OR 100 SQUARE FEET (9.3 M2) FULL THICKNESS.
   a. INCLUDE AN EDGE RESTRAINT.
4. ASSEMBLE MOCKUPS IN THIS SECTION WITH OTHER PAVEMENT MATERIALS IN OTHER SECTIONS TO ENABLE REVIEW AS A GROUP BY THE ARCHITECT.
5. CHIP PART OF AN EXPOSED-FACE SURFACE FOR EACH FINISH, COLOR, AND TEXTURE, AND DEMONSTRATE ADEQUACY OF REPAIR TECHNIQUES TO MATCH ORIGINAL FINISH.
6. SUBMIT PHOTOGRAPHS TAKEN OUTDOORS IN THE SUN OF THE FULL MOCKUP DRY AND THEN WET AND WITH CLOSEUPS OF JOINTS AND FINISHES.
7. MOCKUPS REVIEWED BY THE ARCHITECT WITH "NO EXCEPTIONS" OR "MAKE CORRECTIONS NOTED" MAY BECOME PART OF THE COMPLETED WORK IF THEY ARE PROTECTED DURING THE WORK AND CONFORMING AT THE TIME OF SUBSTANTIAL COMPLETION.

E. FIELD OBSERVATION: GIVE NOT LESS THAN 14 WORKING DAYS' NOTICE SO THAT FIELD OBSERVATIONS MAY BE MADE OF THE FOLLOWING:
1. MOCKUP COMPLETION.
2. FIRST UNIT PAVER AREA COMPLETION PRIOR TO JOINT FILLING.

.8 WARRANTY

SPECIAL WARRANTY: THE CONTRACTOR AGREES TO REPAIR AND/OR REPLACE UNIT PAVING THAT FAIL IN MATERIALS AND EXECUTION WITHIN THE SPECIFIED WARRANTY PERIOD AT NO COST TO THE OWNER. THE OWNER SHALL MAKE THE FINAL DETERMINATION OF UNIT PAVING FAILURE.

F. FAILURES: FAILURES INCLUDE BUT ARE NOT LIMITED TO:
1. UNITS:
   a. SETTLEMENT OF UNIT PAVER AREAS CAUSING GRADES TO EXCEED ACCESSIBILITY REQUIREMENTS.
   b. LOOSE AND/OR ROCKING UNITS.
   c. FULL-DEPTH CRACKS AND EDGE TO EDGE CRACKS IN UNITS.
   d. CHIPPED, PITTED AND/OR SPALLED GREATER THAN 5 PERCENT OF UNIT FACE.
   e. LIPPAGE TO OTHER UNITS AND/OR ABUTTING SURFACES EXCEEDING 1/4 INCH (6 MM).
   f. PONDING WATER EXCEEDING 12 INCHES (304 MM) DIAMETER, 1/8 INCH (3 MM), DEEP 8 HOURS AFTER RAINFALL AND/OR PAVEMENT WASHING.
   g. EFFLORESCENCE SPOTS EXCEEDING 4 INCHES BY 4 INCHES (100 MM BY100 MM) AND MORE THAN 2 PERCENT OF TOTAL UNIT PAVED AREA.
   h. HEAVED PAVERS AND MORTAR BEDS FROM THERMAL EXPANSION AND CONTRACTION OF PAVERS AND SUBSTRATE.
2. JOINTS:
   a. LOOSE, ERODED AND/OR SETTLED JOINTS LONGER THAN 2 INCHES (50 MM) AND DEEPER THAN 1/8 INCH (3 MM) AND NOT EXCEEDING 2 PERCENT OF TOTAL JOINT LENGTH.
   b. EFFLORESCENCE STREAKS EXCEEDING 4 INCHES (100 MM) AND COVERING MORE THAN 2 PERCENT OF TOTAL JOINT LENGTH.
   c. BROKEN JOINTS LONGER THAN 2 INCHES (50 MM) AND DEEPER THAN 1/8 INCH (3 MM) FROM THERMAL EXPANSION AND CONTRACTION OF PAVERS AND SUBSTRATE.

C. EXCLUSIONS: EXCLUSIONS INCLUDE:
1. NORMAL WEAR AND TEAR, DAMAGE, OPERATOR ERROR, IMPROPER MAINTENANCE CONTRARY TO MANUFACTURER'S SUBMITTED RECOMMENDATIONS, VANDALISM, AND THEFT.

WARRANTY PERIOD: FROM DATE OF SUBSTANTIAL COMPLETION AS FOLLOWS:

BRICK UNIT PAVER ASSEMBLY: **FIVE** YEARS.

2. CONCRETE UNIT PAVER ASSEMBLY: **FIVE** YEARS.

E. BENEFIT: THE SPECIAL WARRANTY SHALL BE TO THE OWNER'S SOLE BENEFIT AND DOES NOT LIMIT THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACTOR'S GENERAL WARRANTY AND CORRECTION PERIOD. THE OWNER AND/OR OPERATOR HAVING TO EFFECT EMERGENCY REPAIRS SHALL NOT DIMINISH OR VOID ANY WARRANTY.

F. WARRANTY REPLACEMENTS: UPON RECEIPT OF OWNER'S WARRANTY CLAIM, ORDER REPLACEMENTS MATCHING THE ORIGINAL MATERIAL, SIZE AND FINISH. REPLACE WORK WITHIN 30 DAYS OF THE WARRANTY CLAIM WHEN WEATHER CONDITIONS PERMIT. REPLACEMENT WORK SHALL MATCH AND SEAMLESSLY ABUT SURROUNDING WORK WITHOUT APPEARING TO BE AN OBVIOUS PATCH. COORDINATE ACCESS WITH OWNER AND PROTECT ALL EXISTING WORK FROM CONSTRUCTION DAMAGE.

G. PROVIDE AN EXTENDED WARRANTY FOR A PERIOD EQUAL TO THE ORIGINAL WARRANTY PERIOD FOR ANY REWORK AND/OR REPLACEMENTS.

1.9 DELIVERY, STORAGE, AND HANDLING

A. STORE UNIT PAVERS ON ELEVATED PLATFORMS IN A DRY LOCATION. IF UNITS ARE NOT STORED IN AN ENCLOSED LOCATION, COVER TOPS AND SIDES OF STACKS WITH WATERPROOF SHEETING, SECURELY TIED.

B. STORE AND HANDLE UNIT PAVERS AND RELATED MATERIALS TO PREVENT DETERIORATION OR DAMAGE DUE TO MOISTURE, TEMPERATURE CHANGES, CONTAMINANTS, CORROSION, BREAKING, CHIPPING, AND OTHER CAUSES.
1. LIFT UNITS CAREFULLY; DO NOT USE WIRE ROPE OR ROPES THAT MIGHT CAUSE STAINING. MOVE UNITS, IF REQUIRED, USING DOLLIES WITH CUSHIONED WOOD SUPPORTS.
2. STORE UNITS ON WOODEN PALLETS WITH NON-STAINING, WATERPROOF COVERS. ARRANGE TO DISTRIBUTE WEIGHT EVENLY AND TO PREVENT DAMAGE. VENTILATE UNDER COVERS TO PREVENT CONDENSATION.

C. STORE CEMENTITIOUS MATERIALS ON ELEVATED PLATFORMS, UNDER COVER, AND IN A DRY LOCATION. DO NOT USE CEMENTITIOUS MATERIALS THAT HAVE BECOME DAMP.

D. STORE AGGREGATES WHERE GRADING AND OTHER REQUIRED CHARACTERISTICS CAN BE MAINTAINED, AND CONTAMINATION AVOIDED.

STORE LIQUIDS IN TIGHTLY CLOSED CONTAINERS PROTECTED FROM FREEZING.

1.10 FIELD CONDITIONS

A. COLD-WEATHER PROTECTION: DO NOT USE FROZEN MATERIALS OR MATERIALS MIXED OR COATED WITH ICE OR FROST. DO NOT BUILD ON FROZEN SUBGRADE, SUBSTRATES AND/OR SETTING BEDS. REMOVE AND REPLACE WORK DAMAGED BY FROST OR FREEZING.

1.11 ADDITIONAL MATERIAL

A. FURNISH EXTRA UNIT PAVERS THAT MATCH PRODUCTS INSTALLED AND THAT ARE PALLETIZED, PACKAGED WITH PROTECTIVE COVERING FOR STORAGE AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS. DELIVER EXTRA MATERIALS TO OWNER.
1. UNIT PAVERS: NO FEWER THAN 1% FULL-SIZE UNITS FOR EACH UNIT PAVER TYPE STAKED ON WOODEN PALLET WITH NON-STAINING, WATERPROOF COVER.
2. JOINTING SAND: **[ONE]** 50-POUND BAG OF JOINTING SAND.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. SOURCE LIMITATIONS: OBTAIN EACH TYPE OF UNIT PAVER, JOINT MATERIAL, AND SETTING MATERIAL FROM A SINGLE SOURCE WITH THE RESOURCES TO PROVIDE MATERIALS AND PRODUCTS OF A CONSISTENT QUALITY FOR THE DURATION OF THE CONTRACT.

2.2 BRICK PAVERS

A. BRICK PAVERS: HEAVY VEHICULAR PAVING BRICK; ASTM C 1272; **[TYPE F, APPLICATION PX] [TYPE R, APPLICATION PS] [TYPE R, APPLICATION PX] [TYPE R, APPLICATION PA]** AND THE FOLLOWING:
1. REQUIREMENTS:
   a. COMPRESSIVE STRENGTH: 8,000 PSI (55 MPA) AVERAGE, WITH NO INDIVIDUAL UNIT UNDER 7,200 PSI (50 MPA).
   b. ABSORPTION (ASTM C140): 6 PERCENT AVERAGE WITH NO UNIT GREATER THAN 7 PERCENT.
   c. FACE EDGES: EASED EDGES LESS THAN 1/16 INCH (1.5 MM).
   d. THICKNESS TOLERANCE: PLUS OR MINUS 1/4 INCH (6 MM).
   e. LENGTH & WIDTH TOLERANCE: PLUS OR MINUS 1/16 INCH (1.5 MM).
   f. FACE DEVIATION FROM RECTANGULAR (OUT OF SQUARE): PLUS OR MINUS 1/16 INCH (1.5 MM).
   g. STATIC COEFFICIENT OF FRICTION OF FACE: MINIMUM DRY VALUE OF 0.6 BASED ON TESTING ACCORDING TO ASTM C1028.
   h. EFFLORESCENCE: BRICK SHALL BE RATED "NOT EFFLORESCED" WHEN TESTED ACCORDING TO ASTM C 67.
   i. FINISH AND SIZE: AS PER MATERIAL SCHEDULE ON THE DRAWINGS.
2. MANUFACTURER: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE MANUFACTURERS AS PER MATERIAL SCHEDULE ON THE DRAWINGS.

B. TEMPORARY PROTECTIVE COATING: PRECOAT EXPOSED SURFACES OF BRICK PAVERS WITH A CONTINUOUS FILM OF A TEMPORARY PROTECTIVE COATING THAT IS COMPATIBLE WITH BRICK, MORTAR, AND GROUT PRODUCTS AND CAN BE REMOVED WITHOUT DAMAGING GROUT OR BRICK. DO NOT COAT UNEXPOSED BRICK SURFACES; HANDLE BRICK TO PREVENT COATED SURFACES FROM CONTACTING BACKS OR EDGES OF OTHER UNITS. IF, DESPITE THESE PRECAUTIONS, COATING DOES CONTACT BONDING SURFACES OF BRICK, REMOVE COATING FROM BONDING SURFACES BEFORE SETTING BRICK.

2.3 CONCRETE PAVERS

A. CONCRETE PAVERS: SOLID PAVING UNITS, MADE FROM NORMAL-WEIGHT CONCRETE WITH PIGMENTS COMPLYING WITH ASTM C 936 AND ASTM C979 AND THE FOLLOWING:
1. REQUIREMENTS:
   a. COMPRESSIVE STRENGTH (ASTM C140): 8,000 PSI (55 MPA) AVERAGE, WITH NO INDIVIDUAL UNIT UNDER 7,200 PSI (50 MPA).
   b. ABSORPTION (ASTM C140): AVERAGE ABSORPTION LESS THAN 5 PERCENT WITH NO UNIT GREATER THAN 7 PERCENT.
   c. RESISTANCE TO FREEZE-THAW (ASTM C1645): AVERAGE MASS LOSS NOT GREATER THAN 500 G/M2 AFTER 49 FREEZE-THAW CYCLES.
   d. FACE EDGES: EASED EDGES LESS THAN 1/16 INCH (1.6 MM).
   e. THICKNESS TOLERANCE: PLUS OR MINUS 1/4 INCH (6 MM).
   f. LENGTH & WIDTH TOLERANCE: PLUS OR MINUS 1/16 INCH (1.6 MM).
   g. FACE DEVIATION FROM RECTANGULAR (OUT OF SQUARE): PLUS OR MINUS 1/16 INCH (1.6MM).
   h. STATIC COEFFICIENT OF FRICTION OF FACE: MINIMUM DRY VALUE OF 0.6 BASED ON TESTING ACCORDING TO ASTM C1028.
   i. EFFLORESCENCE: LESS THAN 2 PERCENT OF UNITS IMPACTED.
   j. FINISH AND SIZE: AS PER MATERIAL SCHEDULE ON THE DRAWINGS.
2. MANUFACTURER: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE MANUFACTURERS AS PER MATERIAL SCHEDULE ON THE DRAWINGS.

2.4 EDGE RESTRAINTS

A. PROPRIETARY STEEL ANGLE EDGE RESTRAINT: PROPRIETARY COMMERCIAL-STEEL EDGING, FABRICATED IN SECTIONS OF STANDARD LENGTHS, WITH PRE-DRILLED SLOTS TO RECEIVE ANCHORS.
1. ACCESSORIES: STANDARD TAPERED ENDS, CORNERS, POST-INSTALLED ANCHORS AND SPLICERS.
2. TYPE, SIZE & COLOR: REFER TO MATERIAL SCHEDULE ON THE DRAWINGS.
3. MANUFACTURER: REFER TO MATERIAL SCHEDULE ON THE DRAWINGS.

CAST IN PLACE CONCRETE EDGE RESTRAINTS: COMPLY WITH REQUIREMENTS IN **SECTION 033000 "CAST-IN-PLACE CONCRETE"** FOR NORMAL-WEIGHT, AIR-ENTRAINED, READY-MIXED CONCRETE WITH MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI (20 MPA).

2.5 SUBSTRATES

A. [GRADED AGGREGATE FOR BASE: AS PER SECTION **312000 "EARTH MOVING".]**

2.6 GEOTEXTILE.

A. ON GRADE GEOTEXTILE: NON-WOVEN MONOFILAMENT GEOTEXTILE FABRIC, MANUFACTURED FROM POLYOLEFINS OR POLYESTERS (SLIT FILMS NOT PERMITTED), WITH ELONGATION LESS THAN 50 PERCENT; COMPLYING WITH THE FOLLOWING, MEASURED ACCORDING TO TEST METHODS REFERENCED:
1. REQUIREMENTS:
   a. SURVIVABILITY: CLASS 2; AASHTO M 288.
   b. APPARENT OPENING SIZE: NO. 30 SIEVE, MINIMUM; ASTM D 4751.
   c. PERMITTIVITY: 1.00 PER SECOND, MINIMUM; ASTM D 4491.
   d. UV STABILITY: 70 PERCENT MINIMUM AFTER 500 HOURS' EXPOSURE; ASTM D 4355.
   e. WATER FLOW RATES: GREATER THAN 100 GPM PER SQ. FT. ASTM D 4491.
   f. PERCENT OPEN AREA: 4 PERCENT MINIMUM.
   g. ELONGATION 50% MINIMUM; ASTM D4632.
   h. RECYCLED CONTENT: 20% MINIMUM.
2. MANUFACTURER: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE MANUFACTURERS AS PER MATERIAL SCHEDULE ON THE DRAWINGS.

2.7 SAND SETTING-BED AND JOINTS FOR NON-POROUS UNIT PAVING

A. BEDDING SAND: SOUND, SHARP, WASHED, NATURAL SAND OR CRUSHED STONE COMPLYING WITH GRADATION REQUIREMENTS IN ASTM C 33/C 33M FOR FINE AGGREGATE. DO NOT USE MASON SAND OR ASTM C 144 SAND FOR THE BEDDING SAND.
1. WHERE CONCRETE PAVERS ARE SUBJECT TO VEHICULAR TRAFFIC, UTILIZE SANDS THAT ARE AS HARD AS PRACTICALLY AVAILABLE WITH MAXIMUM LOSS OF 8% MICRO-DEVAL DEGRADATION PER ASTM D7428.
2. SIEVE ACCORDING TO ASTM C 136.
3. BEDDING SAND MATERIAL REQUIREMENTS: CONFORM TO THE GRADING REQUIREMENTS OF ASTM C 33/C 33M WITH MODIFICATIONS AS SHOWN IN TABLE 1 OF ICPI SPECIFICATION.

B. POLYMERIC JOINTING SAND: CONFORM TO THE GRADING REQUIREMENTS OF ASTM C 144 AS SHOWN WITH MODIFICATIONS IN TABLE 2 OF ICPI SPECIFICATION.
1. REQUIREMENTS:
   a. SUITABLE FOR CONCRETE, BRICK AND STONE PAVERS ON AGGREGATE BEDS OVER A CONCRETE SUBSTRATE.
   b. SUITABLE FOR JOINT WIDTHS BETWEEN 1/8 INCH (3 MM) AND 4 INCH (101 MM).
   c. HAZE FREE AND SETS ABOVE 35 DEG F (2 DEG C).
2. MANUFACTURER: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE MANUFACTURERS AS PER MATERIAL SCHEDULE ON THE DRAWINGS.

2.8 ACCESSORIES

A. TEMPORARY SPACERS AND SHIMS: RESILIENT PLASTIC, NON-STAINING, SIZED TO SUIT JOINT THICKNESS.

PART 3 - EXECUTION

3.1 EXAMINING

A. FIELD VERIFICATION: BEFORE STARTING INSTALLATION WORK IN THIS SECTION, EXAMINE PRECEDING RELATED AND UNDERLYING WORK. VERIFY THAT SUCH WORK IS CONFORMING AND WITHIN SPECIFIED TOLERANCES.
1. EXAMINE SURFACES INDICATED TO RECEIVE UNITS, WITH INSTALLER PRESENT, FOR COMPLIANCE WITH REQUIREMENTS FOR INSTALLATION TOLERANCES AND OTHER CONDITIONS AFFECTING PERFORMANCE.
2. SUBBASE: PROOF-ROLL ACCORDING TO SIMILAR REQUIREMENTS FOR SUBGRADE IN SECTION 312000 "EARTH MOVING" TO IDENTIFY SOFT POCKETS AND ANY AREAS OF EXCESSIVE YIELDING.
3. CORRECT ANY NON-CONFORMING WORK BEFORE PROCEEDING WITH WORK IN THIS SECTION.

B. UNSUITABLE CONDITIONS: SUBMIT WRITTEN NOTICE OF ANY CONDITIONS THAT THE CONTRACTOR CONSIDERS UNSUITABLE FOR WORK IN THIS SECTION AND THAT MAY LIMIT THE CONTRACTOR'S WARRANTY. NOTICES AND/OR CLAIMS OF UNSUITABLE CONDITIONS TO THE OWNER AFTER STARTING INSTALLATION WORK IN THIS SECTION SHALL NOT BE PERMITTED NOR LIMIT THE CONTRACTOR'S WARRANTY.

3.2 PREPARING

A. PROTECT EXISTING WORK: PROTECT UTILITIES, STRUCTURES, FOUNDATIONS, PAVEMENTS, LIGHTS, TOPSOIL, TREES, LAWNS AND PLANTS AND FROM POTENTIAL DAMAGE BY WORK IN THIS SECTION. REPAIR ANY DAMAGE CAUSED BY WORK IN THIS SECTION.

B. AGGREGATE SUBBASES: ROLL AND SWEEP TOP OF SUBBASE AND/OR BASECOURSE.

C. GEOTEXTILE: PLACE GEOTEXTILE OVERLAPPING ENDS AND EDGES AT LEAST 12 INCHES (300 MM).

3.3 INSTALLING, GENERALLY

A. DO NOT USE UNIT PAVERS WITH CHIPS, CRACKS, VOIDS, DISCOLORATIONS, OR OTHER DEFECTS THAT MIGHT BE VISIBLE OR CAUSE STAINING IN FINISHED WORK.

B. MIX PAVERS FROM SEVERAL PALLETS OR CUBES, AS THEY ARE PLACED, TO PRODUCE RANDOM BLEND OF COLORS AND TEXTURES.

C. CUT UNIT PAVERS WITH MOTOR-DRIVEN MASONRY DIAMOND BLADE SAW EQUIPMENT TO PROVIDE CLEAN, SHARP, UN-CHIPPED EDGES. CUT UNITS TO PROVIDE PATTERN INDICATED AND TO FIT ADJOINING WORK, LIGHT POLE BASES AND UTILITY COVERS NEATLY. USE FULL UNITS WITHOUT CUTTING WHERE POSSIBLE. HAMMER CUTTING IS NOT ACCEPTABLE. EASE CUT EDGES TO MATCH UNCUT EDGES.

D. WHEN CUTTING RESULTS IN UNITS WITH ANY SIDE LESS THAN 3 INCHES (76 MM) LONG, USE A MASONRY ADHESIVE TO BOND THE CUT UNIT LATERALLY TO AN ABUTTING FULL UNIT USING A SHIM TO PRODUCE A "DUMMY" JOINT.

E. USE MASONRY ADHESIVE TO BOND PAVER INSERTS INTO RECESSED UTILITY COVERS. ENSURE GREATER THAN 95% ADHESIVE CONTACT.

F. CUT LINES STRAIGHT AND TRUE AND FINISH FIELD-CUT EDGES TO MATCH SHOP-CUT EDGES. SCRIBE AND FIELD CUT PAVERS AS NECESSARY TO FIT AT OBSTRUCTIONS. PRODUCE NEAT JOINTS OF SIZE SPECIFIED OR INDICATED.

3.4 INSTALLING EDGE RESTRAINTS

A. EDGING GENERALLY: INSTALL EDGE RESTRAINTS BEFORE PLACING UNIT PAVERS.
1. WHERE PAVERS SET ON A MORTAR BED FUNCTION AS THE EDGE RESTRAINT FOR PAVERS SET ON A SAND BED, INSTALL PAVERS SET ON MORTAR AND ALLOW THE MORTAR TO CURE BEFORE PLACING THE SAND SETTING BED AND THE REMAINDER OF PAVERS. CUT MORTAR BED PLUMB SO IT WILL NOT INTERFERE WITH THE SAND SETTING BED.

B. PROPRIETARY STEEL ANGLE EDGES: INSTALL EDGING AS SHOWN ON THE DRAWINGS.
1. LAYOUT EDGE WITHIN SPECIFIED TOLERANCES. BUTT JOINT INDIVIDUAL SEGMENTS AND LEAVE A 1/4 INCH (3 MM) GAP FOR EXPANSION NOT MORE THAN EVERY 40 FEET (12.19 M).
2. SHIM AND SECURE ANGLE TO CONCRETE SUBSTRATE WITH POST-INSTALLED ANCHORS NOT LESS THAN EVERY 2 FEET ON CURVES AND 4 FEET ON STRAIGHTS. USE ADDITIONAL ANCHORS AT JOINTS, AND CORNERS.

C. CONCRETE EDGES: INSTALL CAST IN PLACE CONCRETE EDGE RESTRAINTS AS PER **SECTION 033000 "CAST-IN-PLACE CONCRETE".**

3.5 SAND SETTING-BED PLACING

A. PLACE SCREED BOARDS AND SCREED TO A THICKNESS ALLOWING FOR SETTLEMENT AFTER COMPACTION WHEN UNIT PAVERS ARE IN PLACE. TAKE CARE THAT THE MOISTURE CONTENT REMAINS CONSTANT, AND THE DENSITY LOOSE AND UNIFORM UNTIL PAVERS ARE SET AND COMPACTED. DO NOT USE BEDDING MATERIAL TO FILL DEPRESSIONS AND/OR IRREGULARITIES IN THE SUBSTRATE.

B. USE STRING LINES TO MAINTAIN INTERNAL PATTERN BOND LINES AND SET PAVERS BEING CAREFUL NOT TO DISTURB THE SETTING BED.

C. MAINTAIN JOINT WIDTH WITHIN TOLERANCES USING TEMPORARY SPACERS AND/OR BUILT IN SPACER BARS.

D. VIBRATE PAVERS INTO SETTING BED WITH A LOW-AMPLITUDE PLATE VIBRATOR CAPABLE OF A 3500- TO 5000-LBF (16- TO 22-KN) COMPACTION FORCE AT 80 TO 90 HZ. USE VIBRATOR WITH NEOPRENE MAT ON FACE OF PLATE OR OTHER MEANS AS NEEDED TO PREVENT CRACKING AND CHIPPING OF PAVERS. PERFORM AT LEAST THREE PASSES ACROSS PAVING WITH VIBRATOR.
1. COMPACT PAVERS WHEN THERE IS SUFFICIENT SURFACE TO ACCOMMODATE OPERATION OF VIBRATOR, LEAVING AT LEAST 36 INCHES (900 MM) OF UNCOMPACTED PAVERS ADJACENT TO TEMPORARY EDGES.
2. BEFORE ENDING EACH DAY'S WORK, COMPACT INSTALLED CONCRETE PAVERS EXCEPT FOR 36-INCH (900 MM) WIDTH OF UNCOMPACTED PAVERS ADJACENT TO TEMPORARY EDGES (LAYING FACE).
3. AS WORK PROGRESSES TO PERIMETER OF INSTALLATION, COMPACT INSTALLED PAVERS THAT ARE ADJACENT TO PERMANENT EDGES UNLESS THEY ARE WITHIN 36 INCHES (90 MM) OF LAYING FACE.
4. BEFORE ENDING EACH DAY'S WORK AND WHEN RAIN INTERRUPTS WORK, COVER PAVERS THAT HAVE NOT BEEN COMPACTED AND COVER LEVELING COURSE ON WHICH PAVERS HAVE NOT BEEN PLACED WITH NON-STAINING PLASTIC SHEETS TO PROTECT THEM FROM RAIN. PROTECT OPEN JOINTS TO ENSURE NO INFILTRATION OF SEDIMENT AND/OR CONSTRUCTION DEBRIS AND WASTE.

E. WHEN PAVER FACES AND SIDES ARE COMPLETELY DRY, SPREAD DRY JOINT MATERIAL AND FILL JOINTS IMMEDIATELY AFTER VIBRATING PAVERS INTO SETTING-BED. VIBRATE PAVERS AND ADD ADDITIONAL JOINT MATERIAL UNTIL JOINTS ARE COMPLETELY FILLED, THEN REMOVE EXCESS. FOLLOW POLYMERIC MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS.

F. FOR NON-POROUS AND OPEN GRID PAVING: LEAVE A SLIGHT SURPLUS OF JOINT MATERIAL ON THE SURFACE FOR JOINT FILLING. WHEN USING JOINT SAND WITH A BINDER OR POLYMERIC SAND, FOLLOW MANUFACTURER'S INSTRUCTIONS.

G. FOR POROUS PAVING: REMOVE EXCESS JOINT MATERIAL AND ENSURE REMAINING MATERIAL DOES NOT SCUFF AND/OR BLOW OUT.

H. DO NOT ALLOW TRAFFIC ON INSTALLED PAVERS UNTIL JOINT MATERIAL HAS BEEN VIBRATED INTO JOINTS.

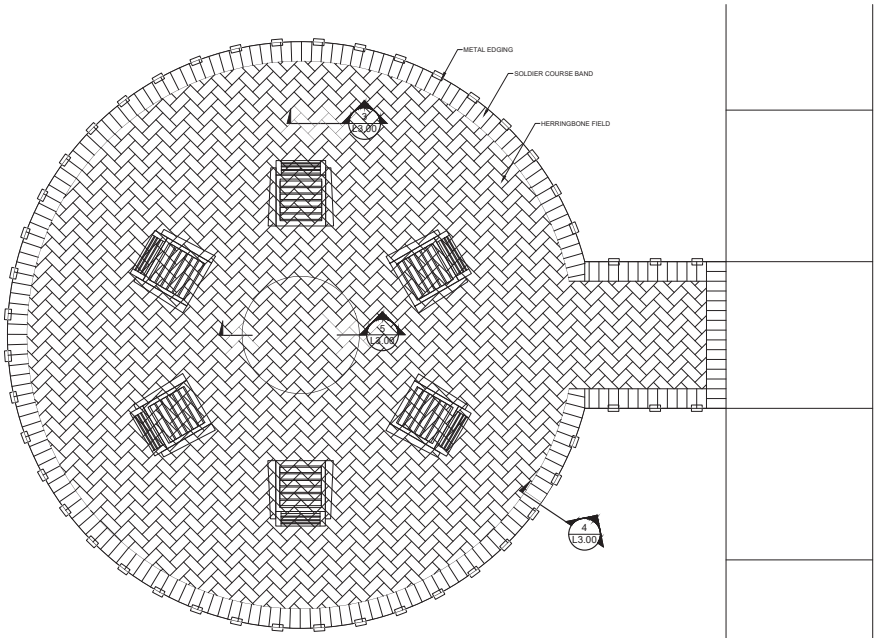
I. REPEAT JOINT-FILLING PROCESS 30 DAYS LATER IN AREAS WHERE JOINT MATERIAL HAS CONSOLIDATED LEAVING VOIDS.

3.6 CONSTRUCTION TOLERANCES

A. EDGES: COMPLY WITH TOLERANCES AS FOLLOWS:
1. HORIZONTAL ALIGNMENT: PLUS OR MINUS ½ INCH (13 MM).
2. VERTICAL ELEVATION: PLUS OR MINUS ¼ INCH (6 MM) OVER 10-FOOT (3 M) LONG STRAIGHTEDGE.
3. HORIZONTAL CURVATURE: SMOOTH CURVES PLUS OR MINUS ½ INCH (13 MM) WITHOUT CHORDS GREATER THAN 12-INCHES (303MM) LONG AND WITH SMOOTH TRANSITIONS EITHER SIDE OF TANGENT POINTS.

B. STONE UNIT PAVING: COMPLY WITH TOLERANCES AS FOLLOWS:
1. REINFORCED MORTAR BED THICKNESS: PLUS 1 INCH (25 MM), MINUS 0.0 INCH.
2. VARIATION IN JOINT THICKNESS: MINIMUM 1/4 INCH (6 MM), MAXIMUM 3/8 INCH (9 MM).
3. VARIATION IN MOVEMENT JOINT THICKNESS: MINIMUM 3/8 INCH (9 MM), MAXIMUM 1/2 INCH (13 MM).
4. SURFACE FLATNESS: GAP BELOW 10-FOOT (3 M) LONG STRAIGHTEDGE NOT TO EXCEED 1/8 INCH (3 MM) IN ANY DIRECTION.
5. VERTICAL ELEVATION ABUTTING GRATES & UTILITY COVERS: PLUS 1/4 INCH (6 MM) MINUS 0 INCH (0 MM)
6. PLANE BETWEEN ADJACENT UNITS (LIPPING): DO NOT EXCEED 1/8-INCH (3 MM), DIFFERENCE BETWEEN FACE SURFACE PLANES OF ADJACENT UNITS.
7. INTERNAL BOND LINES: PLUS OR MINUS 1/4 INCH (6 MM) OVER 50-FOOT (16 M).

C. CONCRETE UNIT PAVING: COMPLY WITH TOLERANCES AS FOLLOWS:
1. SAND BED THICKNESS: PLUS 3/8 INCH (10 MM), MINUS 3/8 INCH (10 MM) OVER 10-FOOT (3 M) LONG STRAIGHTEDGE (NON-CUMULATIVE).
2. TYPICAL SAND JOINT WIDTH: MINIMUM 1/16 INCH (1.5 MM), MAXIMUM

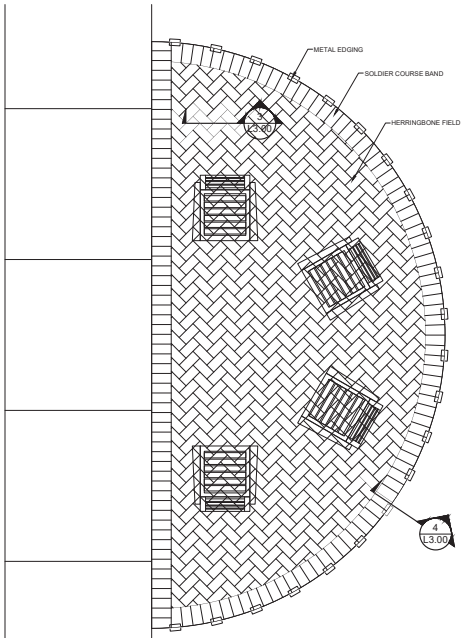


1 WEST PATIO ENLARGEMENT

1/2" = 1'-0"

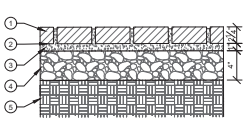
NOTE: FURNISHINGS PER OWNER
LOUNGE CHAIRS

FIRE PIT



2 EAST PATIO ENLARGEMENT

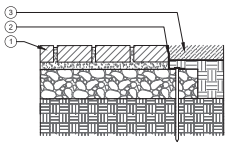
1/2" = 1'-0"



1. BRICK PAVER
2. NEOPRENE MODIFIED ASPHALT ADHESIVE
3. BITUMINOUS SETTING BED
4. COMPACTED AGGREGATE BASE
5. COMPACTED SUBGRADE

3 BRICK PAVERS, SAND SET, TYPICAL

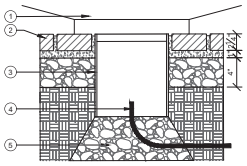
NOT TO SCALE P-21-ARC-14



1. BRICK PAVER
2. ALUMINIUM EDGING, INSTALL PER MFR, PERMALOC STRUCTURE EDGE, 1/8"x1-5/8"
3. ADJACENT PLANTING

4 EDGING AT BRICK PAVERS, TYPICAL

NOT TO SCALE P-21-ARC-15



1. FIRE PIT (ABOVE)
2. BRICK PAVER
3. QUAZITE BOX FOR GAS CONNECTION AND MANUAL SHUT-OFF
4. GAS LINE, REFER 'C' DWGS
5. DRAINAGE AGGREGATE

5 FIRE PIT GAS CONNECTION AT BRICK PAVERS

NOT TO SCALE P-21-ARC-16

Item	Revision Description	Date	Drawn	Chk
1	REVISED PLANS PER CITY OF CINCINNATI REVIEW	05-13-23	LEM	ADH
2	REVISED PER CLIENT REVISIONS & DUKE COORDINATION	11-17-23	ADH	MJB
3	REVISED PER CLIENT & PHASING REVISION	03-04-25	MJB	MJB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SITE DETAILS

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1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Drawing: 21-0255 LA
Drawn by: ADH
Checked By: ADH
Issue Date: 11.03.2023
Sheet: L403

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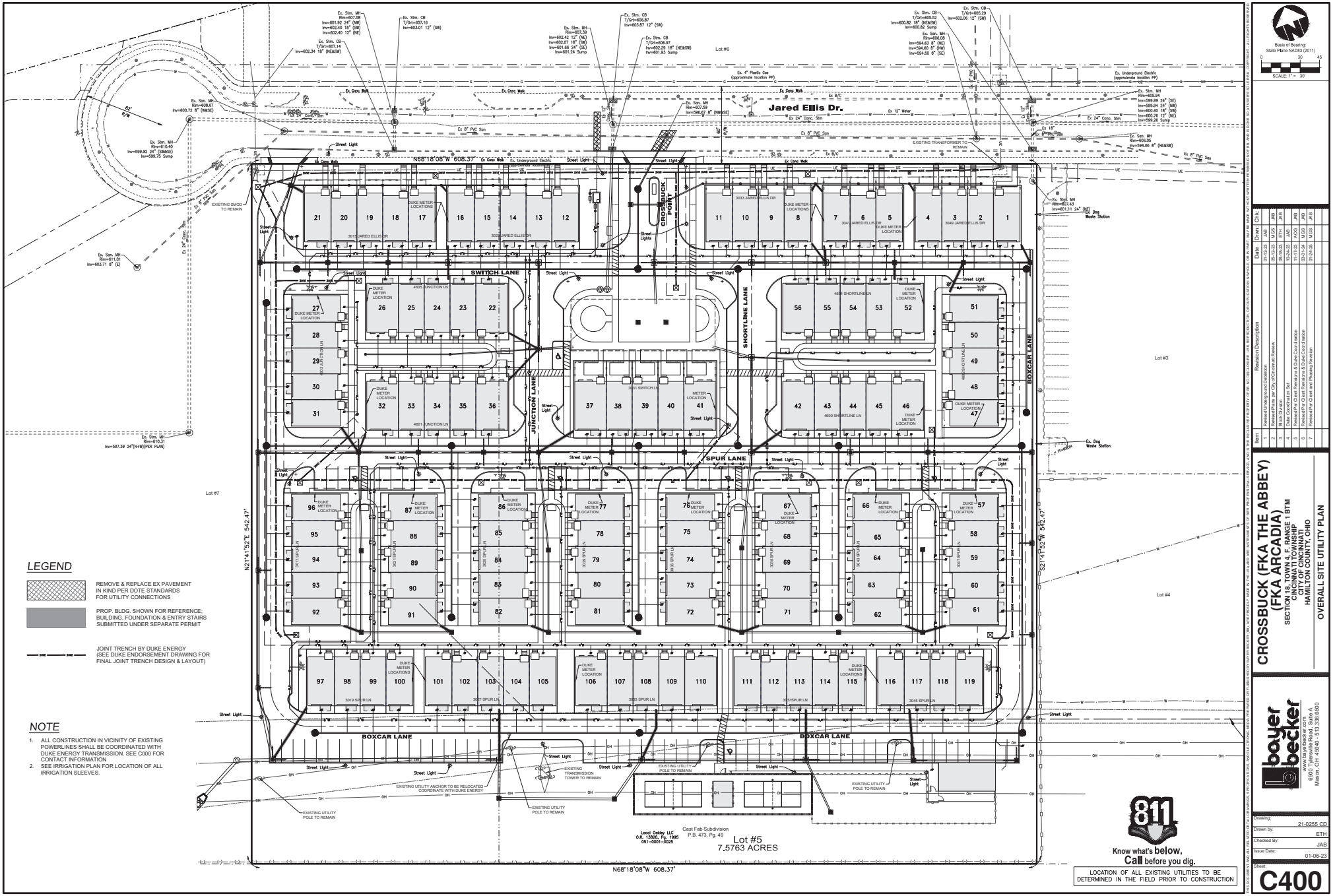

LEGEND

- REMOVE & REPLACE EX PAVEMENT IN KIND PER DOTE STANDARDS FOR UTILITY CONNECTIONS
- PROP. BLDG. SHOWN FOR REFERENCE; BUILDING, FOUNDATION & ENTRY STAIRS SUBMITTED UNDER SEPARATE PERMIT
- JOINT TRENCH BY DUKE ENERGY (SEE DUKE ENDORSEMENT DRAWING FOR FINAL JOINT TRENCH DESIGN & LAYOUT)

NOTE

1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION
2. SEE IRRIGATION PLAN FOR LOCATION OF ALL IRRIGATION SLEEVES.

Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 30'

Item	Revision Description	Date	Drawn	Chk'd
1	Revised Underground Detention	01-13-23	JAB	JAB
2	Revised Plans per City of Cincinnati Review	05-12-23	MGS	JAB
3	Block Division	08-16-23	ETH	JAB
4	Duke Coordination Set	10-04-23	JAB	JAB
5	Revised Per Client Revisions & Duke Coordination	12-01-23	MGS	JAB
6	Revised Per Client Revisions & Duke Coordination	03-01-24	MGS	JAB
7	Revised Per Client and Phasing Revision	07-24-25	MGS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

OVERALL SITE UTILITY PLAN

bayer becker
ARCHITECTURE | PLANNING | INTERIORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C400

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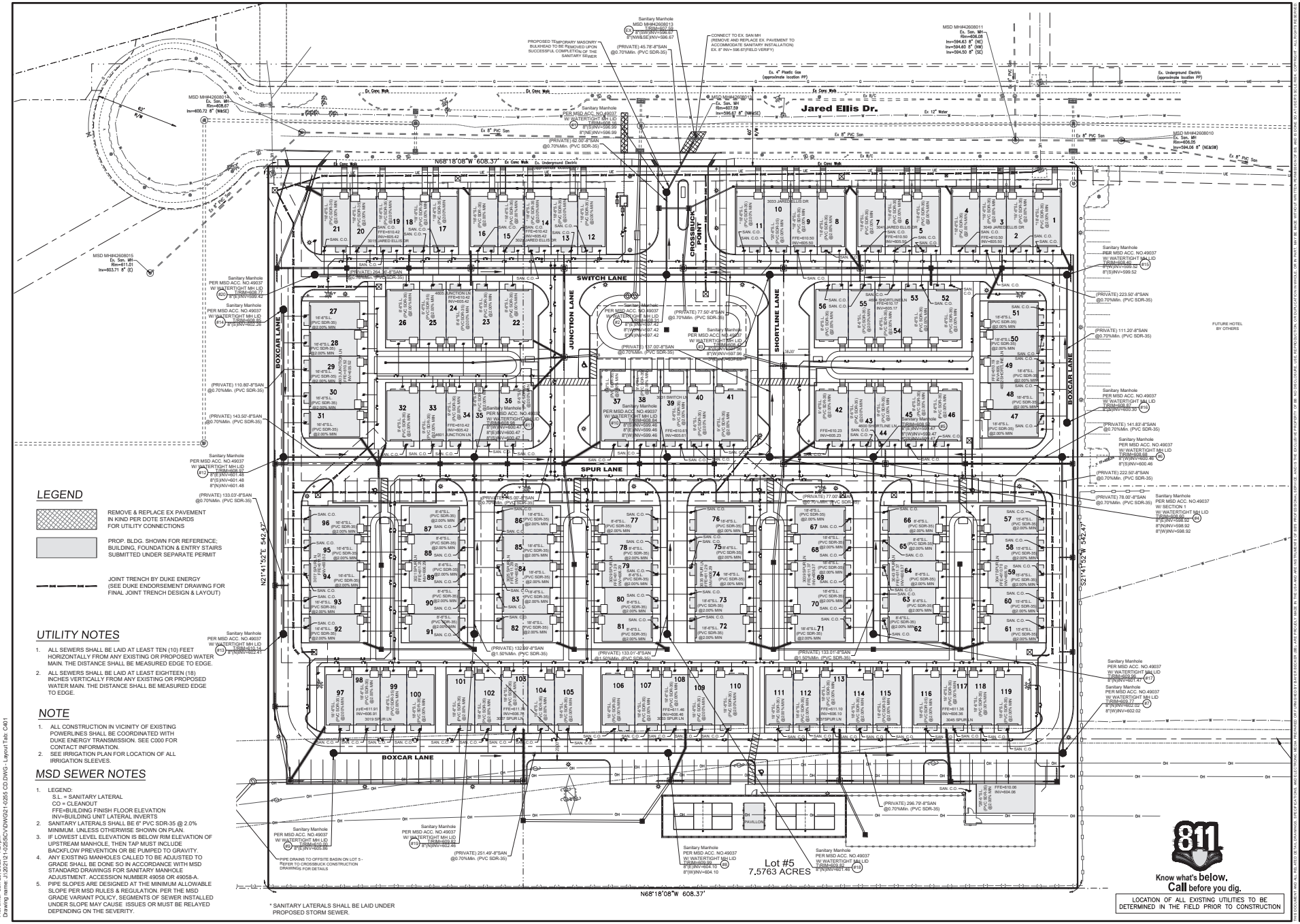

Item	Revision Description	Date	Drawn	Chk'd
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2	Revised Plans per City of Cincinnati Review	05-12-23	MJG	JAB
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4	Duke Coordination Set	10-24-23	JAB	JAB
5	Revised Per Client Revisions & Duke Coordination	12-14-23	AJC	JAB
6	Revised Per Client and Planning Revision	01-24-25	AJC	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SITE SANITARY SEWER PLAN

bayer becker
ARCHITECTURE | PLANNING | INTERIORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6000

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C401

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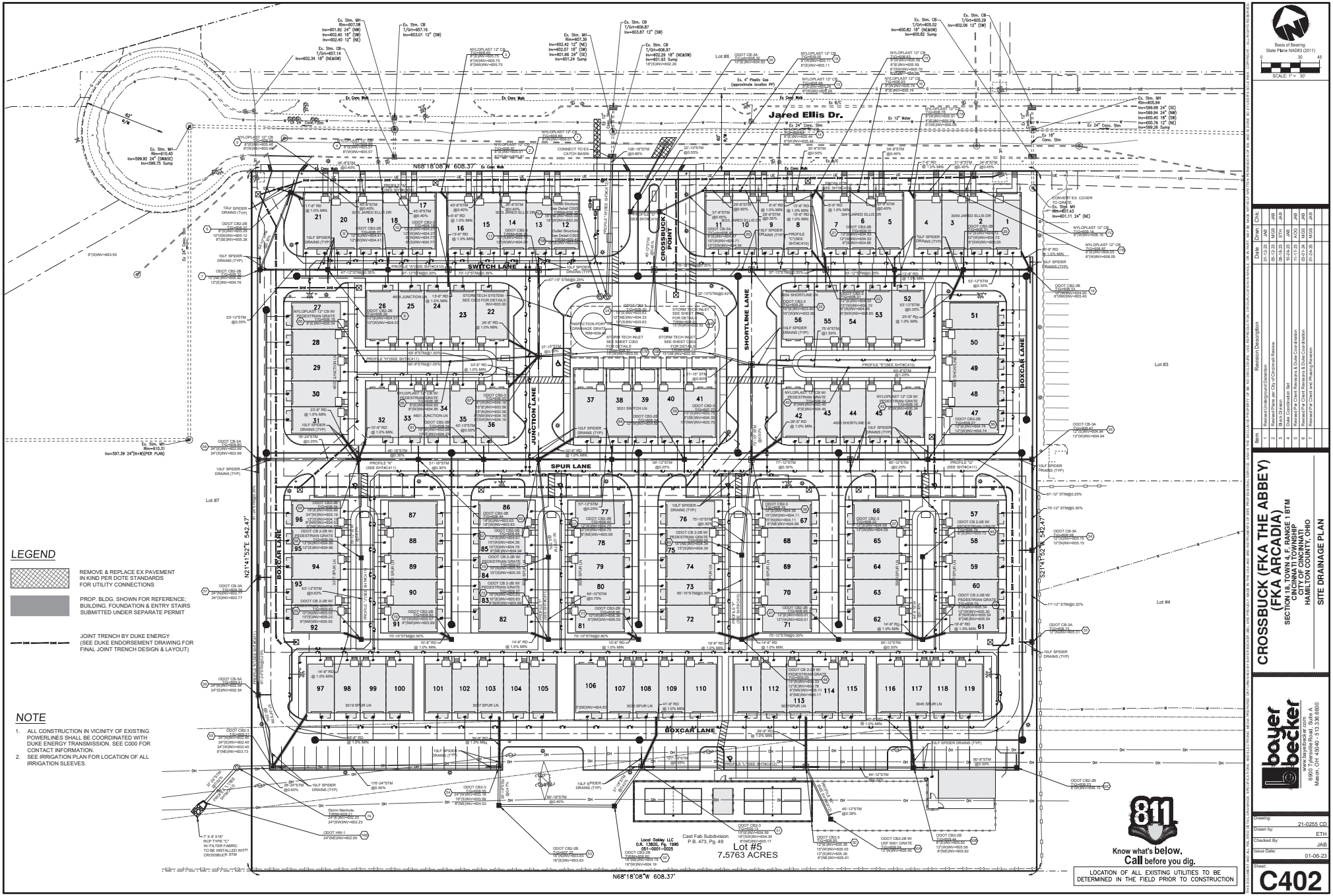

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 30'

Item	Revision Description	Date	Drawn	Chk'd
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3	Block Division	06-16-23	ETH	JAS
4	Duke Coordination Set	10-04-23	JAB	JAS
5	Revised Per Client Revisions & Duke Coordination	12-01-23	MJG	JAS
6	Revised Per Client Revisions & Duke Coordination	03-01-24	MJG	JAS
7	Revised Per Client and Phasing Revision	07-24-25	MJG	JAS

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SITE DRAINAGE PLAN

bayer becker
ARCHITECTURE | PLANNING | INTERIORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
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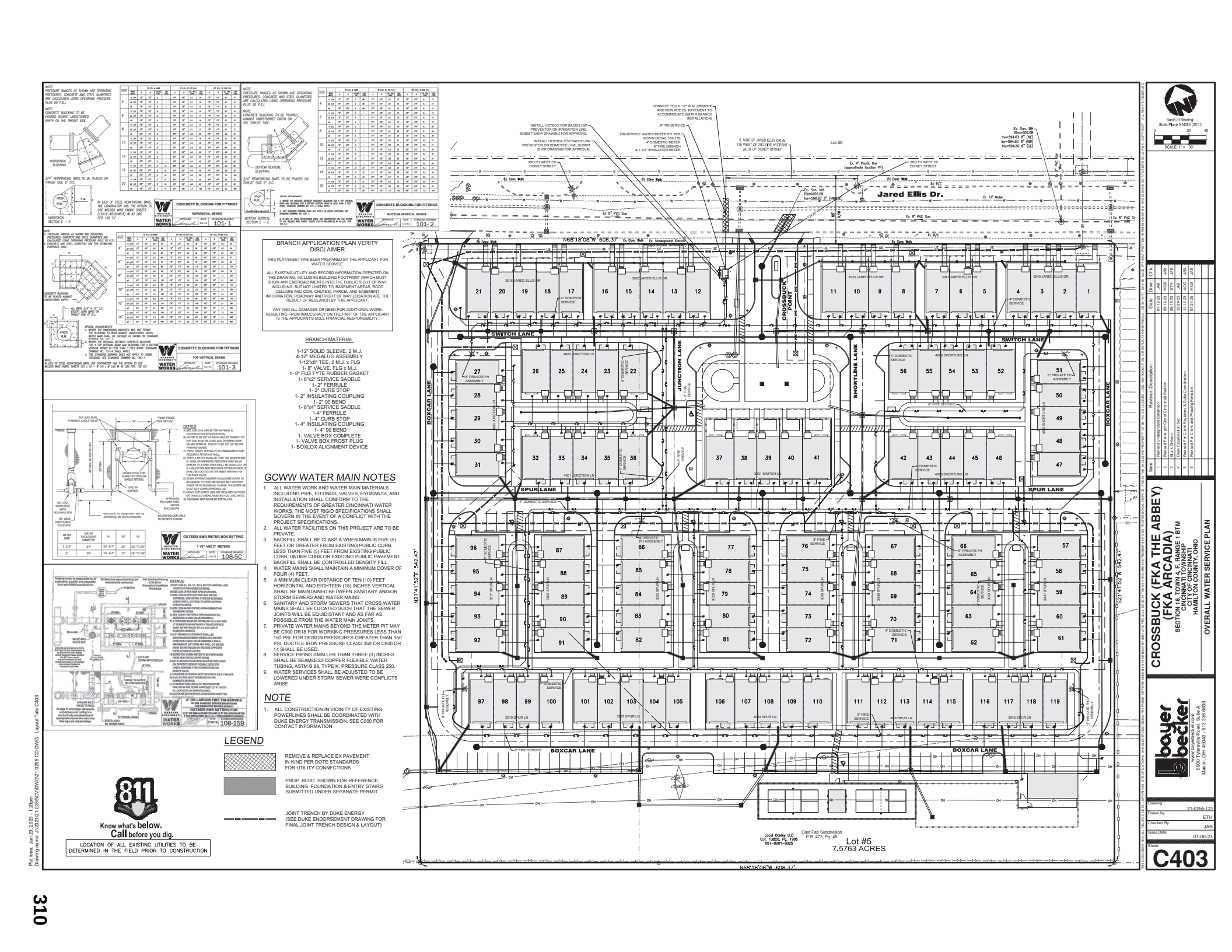
CONCRETE BLOCKING FOR FITTINGS
HORIZONTAL BENDS
101-1
CONCRETE BLOCKING FOR FITTINGS
BOTTOM VERTICAL BENDS
101-2
CONCRETE BLOCKING FOR FITTINGS
TOP VERTICAL BENDS
101-3
OUTSIDE EMR METER BOX SETTING
1 1/2" AND 2" METERS
108-5C
4" OR LARGER FIRE TRI-SERVICE
OUTSIDE EMR METER SETTING FOR
108-15B
BRANCH APPLICATION PLAN VERIFY DISCLAIMER
THIS PLAT/SHEET HAS BEEN PREPARED BY THE APPLICANT FOR WATER SERVICE.
ALL EXISTING UTILITY AND RECORD INFORMATION DEPICTED ON THE DRAWING, INCLUDING BUILDING FOOTPRINT (WHICH MUST SHOW ANY ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY, INCLUDING; BUT NOT LIMITED TO; BASEMENT AREAS, ROOT CELLARS AND COAL CHUTES), PARCEL AND EASEMENT INFORMATION, ROADWAY AND RIGHT OF WAY LOCATION ARE THE RESULT OF RESEARCH BY THIS APPLICANT.
ANY AND ALL DAMAGES OR NEED FOR ADDITIONAL WORK, RESULTING FROM INACCURACY ON THE PART OF THE APPLICANT IS THE APPLICANT'S SOLE FINANCIAL RESPONSIBILITY.
BRANCH MATERIAL
1-12" SOLID SLEEVE, 2 M.J.
4-12" MEGALUG ASSEMBLY
1-12"x8" TEE, 2 M.J. x FLG
1- 8" VALVE, FLG x M.J.
1- 8" FLG TYTE RUBBER GASKET
1- 8"x2" SERVICE SADDLE
1- 2" FERRULE
1- 2" CURB STOP
1- 2" INSULATING COUPLING
1- 2" 90 BEND
1- 8"x4" SERVICE SADDLE
1-4" FERRULE
1- 4" CURB STOP
1- 4" INSULATING COUPLING
1- 4" 90 BEND
1- VALVE BOX COMPLETE
1- VALVE BOX FROST PLUG
1- BOXLOX ALIGNMENT DEVICE
GCWW WATER MAIN NOTES
1. ALL WATER WORK AND WATER MAIN MATERIALS INCLUDING PIPE, FITTINGS, VALVES, HYDRANTS, AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE CINCINNATI WATER WORKS. THE MOST RIGID SPECIFICATIONS SHALL GOVERN IN THE EVENT OF A CONFLICT WITH THE PROJECT SPECIFICATIONS.
2. ALL WATER FACILITIES ON THIS PROJECT ARE TO BE PRIVATE.
3. BACKFILL SHALL BE CLASS A WHEN MAIN IS FIVE (5) FEET OR GREATER FROM EXISTING PUBLIC CURB. LESS THAN FIVE (5) FEET FROM EXISTING PUBLIC CURB, UNDER CURB OR EXISTING PUBLIC PAVEMENT BACKFILL SHALL BE CONTROLLED DENSITY FILL.
4. WATER MAINS SHALL MAINTAIN A MINIMUM COVER OF FOUR (4) FEET.
5. A MINIMUM CLEAR DISTANCE OF TEN (10) FEET HORIZONTAL AND EIGHTEEN (18) INCHES VERTICAL SHALL BE MAINTAINED BETWEEN SANITARY AND/OR STORM SEWERS AND WATER MAINS.
6. SANITARY AND STORM SEWERS THAT CROSS WATER MAINS SHALL BE LOCATED SUCH THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.
7. PRIVATE WATER MAINS BEYOND THE METER PIT MAY BE C900 DR18 FOR WORKING PRESSURES LESS THAN 150 PSI. FOR DESIGN PRESSURES GREATER THAN 150 PSI, DUCTILE IRON PRESSURE CLASS 350 OR C900 DR 14 SHALL BE USED.
8. SERVICE PIPING SMALLER THAN THREE (3) INCHES SHALL BE SEAMLESS COPPER FLEXIBLE WATER TUBING, ASTM B 88, TYPE K, PRESSURE CLASS 250.
9. WATER SERVICES SHALL BE ADJUSTED TO BE LOWERED UNDER STORM SEWER WERE CONFLICTS ARISE.
NOTE
1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION
LEGEND
REMOVE & REPLACE EX PAVEMENT IN KIND PER DOTE STANDARDS FOR UTILITY CONNECTIONS
PROP. BLDG. SHOWN FOR REFERENCE; BUILDING, FOUNDATION & ENTRY STAIRS SUBMITTED UNDER SEPARATE PERMIT
JOINT TRENCH BY DUKE ENERGY (SEE DUKE ENDORSEMENT DRAWING FOR FINAL JOINT TRENCH DESIGN & LAYOUT)
Know what's below. Call before you dig.
LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION
Basis of Bearing: State Plane NAD83 (2011)
SCALE: 1" = 30'
CONNECT TO EX. 12" W.M. (REMOVE AND REPLACE EX. PAVEMENT TO ACCOMMODATE WATER BRANCH INSTALLATION)
8" TRI SERVICE
TRI-SERVICE WATER METER PIT PER GCWW DETAIL 108-15B
4" DOMESTIC METER
6" FIRE BRANCH & 1-1/2" IRRIGATION METER
INSTALL HOTBOX FOR BACKFLOW PREVENTOR ON IRRIGATION LINE. SUBMIT SHOP DRAWING FOR APPROVAL
INSTALL HOTBOX FOR BACKFLOW PREVENTOR ON DOMESTIC LINE. SUBMIT SHOP DRAWING FOR APPROVAL
S. SIDE OF JARED ELLIS DRIVE 115' WEST OF 2ND FIRE HYDRANT WEST OF DISNEY STREET
Lot #6
Ex. San. MH Rim=606.08 Inv=594.63 8" (NE) Inv=594.60 8" (NW) Inv=594.50 8" (SE)
Ex. 4" Plastic Gas (approximate location PP)
2ND FH WEST OF DISNEY STREET
3RD FH WEST OF DISNEY STREET
Jared Ellis Dr.
Ex. San. MH Rim=607.59 Inv=596.67 8" (NW&SE)
Ex. 12" Water
Ex. 8" PVC San
Ex. 8" PVC Sa
Ex. Conc. Walk
Ex. Underground Electric
Ex. B/C
N68°18'08"W 608.37'
N21°41'52"E 542.47'
S21°41'52"W 542.47'
SWITCH LANE
JUNCTION LN
SHORTLINE LANE
BOXCAR LANE
SPUR LANE
CROSSBUCK POINT
3015 JARED ELLIS DR
3025 JARED ELLIS DR
3033 JARED ELLIS DR
3041 JARED ELLIS DR
3049 JARED ELLIS DR
4605 JUNCTION LN
4601 JUNCTION LN
4604 SHORTLINE LN
4600 SHORTLINE LN
3031 SWITCH LN
3019 SPUR LN
3027 SPUR LN
3035 SPUR LN
3043 SPUR LN
4" DOMESTIC SERVICE
6" FIRE SERVICE
6" PRIVATE FH ASSEMBLY
Local Oakley LLC O.R. 13820, Pg. 1995 051-0001-0025
Cast Fab Subdivision P.B. 473, Pg. 49
Lot #5
7.5763 ACRES
Rev Description
1 Revised Underground Detention
2 Revised Plans per City of Cincinnati Review
3 Block Division
4 Duke Coordination Set
5 Revised for Client Revisions & Duke Coordination
6 Revised for Client and Planning Revision
Date: 01-13-23, 05-12-23, 08-16-23, 10-04-23, 12-04-23, 01-04-24
Drawn: JAB, MJG, ETH, JAB, KCC, MJG
Chk: JAB, JAB, JAB, JAB, JAB, JAB
CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
OVERALL WATER SERVICE PLAN
bayer becker
Architecture Planning Interiors
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600
Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C403
Plot time: Jan 23, 2025 - 1:20pm
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C403
310

LEGEND

REMOVE & REPLACE EX PAVEMENT IN KIND PER DOTE STANDARDS FOR UTILITY CONNECTIONS

PROP. BLDG. SHOWN FOR REFERENCE; BUILDING, FOUNDATION & ENTRY STAIRS SUBMITTED UNDER SEPARATE PERMIT

JOINT TRENCH BY DUKE ENERGY (SEE DUKE ENDORSEMENT DRAWING FOR FINAL JOINT TRENCH DESIGN & LAYOUT)

GCWW WATER MAIN NOTES

1. ALL WATER WORK AND WATER MAIN MATERIALS INCLUDING PIPE, FITTINGS, VALVES, HYDRANTS, AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF GREATER CINCINNATI WATER WORKS. THE MOST RIGID SPECIFICATIONS SHALL GOVERN IN THE EVENT OF A CONFLICT WITH THE PROJECT SPECIFICATIONS.
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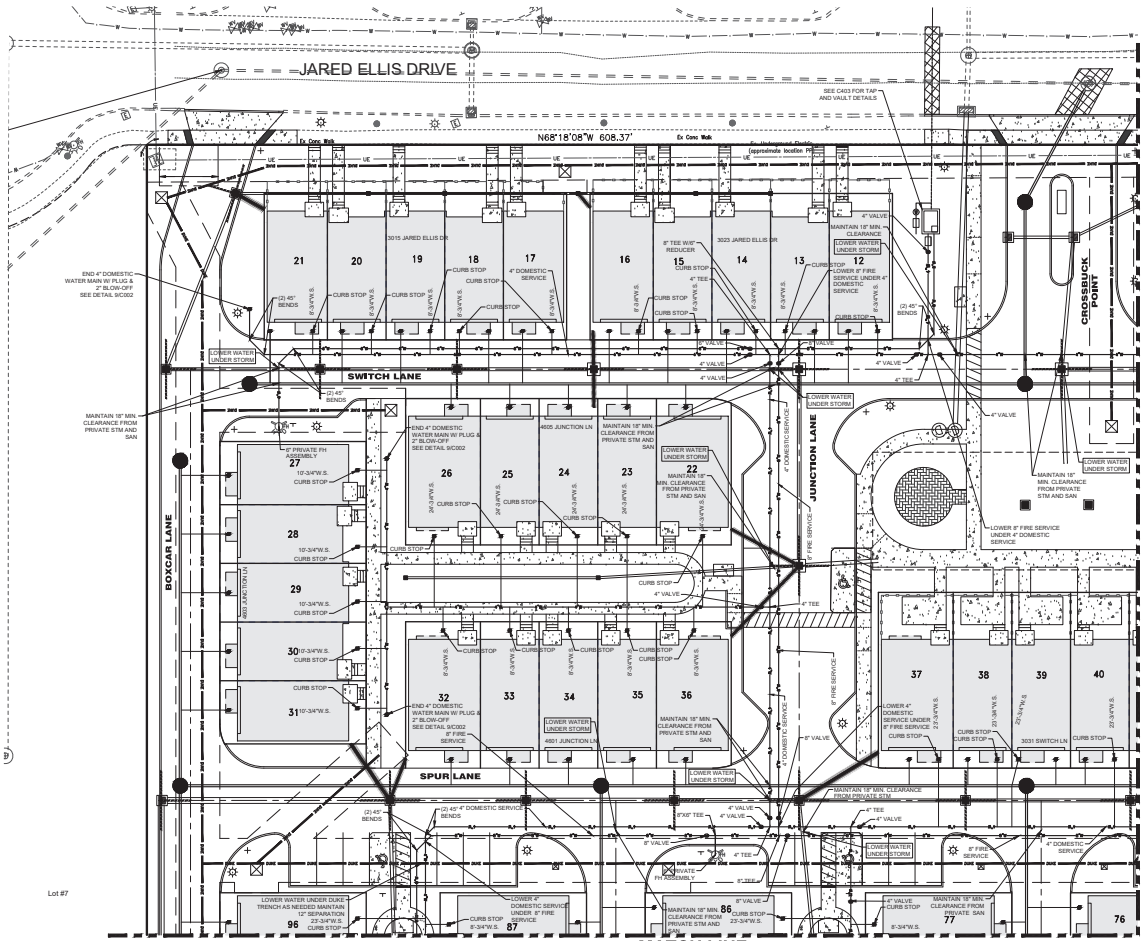
   7.1. PRIVATE WATER MAINS CONSTRUCTED USING POLYVINYL CHLORIDE (PVC) PRESSURE PIPE, 4" THROUGH 12", FOR WATER DISTRIBUTION SHALL BE PER AWWA C-900, DR-18, CLASS 235 PSI. FOR DESIGN PRESSURES GREATER THAN 150 PSI, DUCTILE IRON PRESSURE CLASS 350 OR C900 DR 14 SHALL BE USED. ALL FITTINGS, TEES, PLUGS, CAPS, BENDS, REDUCERS, VALVES AND HYDRANT BRANCHES SHALL BE RESTRAINED AGAINST MOVEMENT BY USING THRUST BLOCKS OR RESTRAINED JOINT SYSTEMS APPROVED FOR USE WITH PVC AWWA C-900 PIPE AND AS PERMITTED BY NFPA 24.
8. SERVICE PIPING SMALLER THAN THREE (3) INCHES SHALL BE SEAMLESS COPPER FLEXIBLE WATER TUBING, ASTM B 88, TYPE K, PRESSURE CLASS 250.
9. WATER SERVICES SHALL BE ADJUSTED TO BE LOWERED UNDER STORM SEWER WERE CONFLICTS ARISE.



811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE 1" = 20'

Item	Revision Description	Date	Drawn	Chk.
1	Revised Underground Detention	01-13-23	JAB	JAB
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3	Block Division	09-18-23	ETH	JAB
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6	Revised Per Client and Permit Revision	01-06-25	MJG	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

WATER SERVICE PLAN (NORTHWEST)

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C404**

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Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C404

311

LEGEND

REMOVE & REPLACE EX PAVEMENT IN KIND PER DOTE STANDARDS FOR UTILITY CONNECTIONS

PROP. BLDG. SHOWN FOR REFERENCE; BUILDING, FOUNDATION & ENTRY STAIRS SUBMITTED UNDER SEPARATE PERMIT

JOINT TRENCH BY DUKE ENERGY (SEE DUKE ENDORSEMENT DRAWING FOR FINAL JOINT TRENCH DESIGN & LAYOUT)

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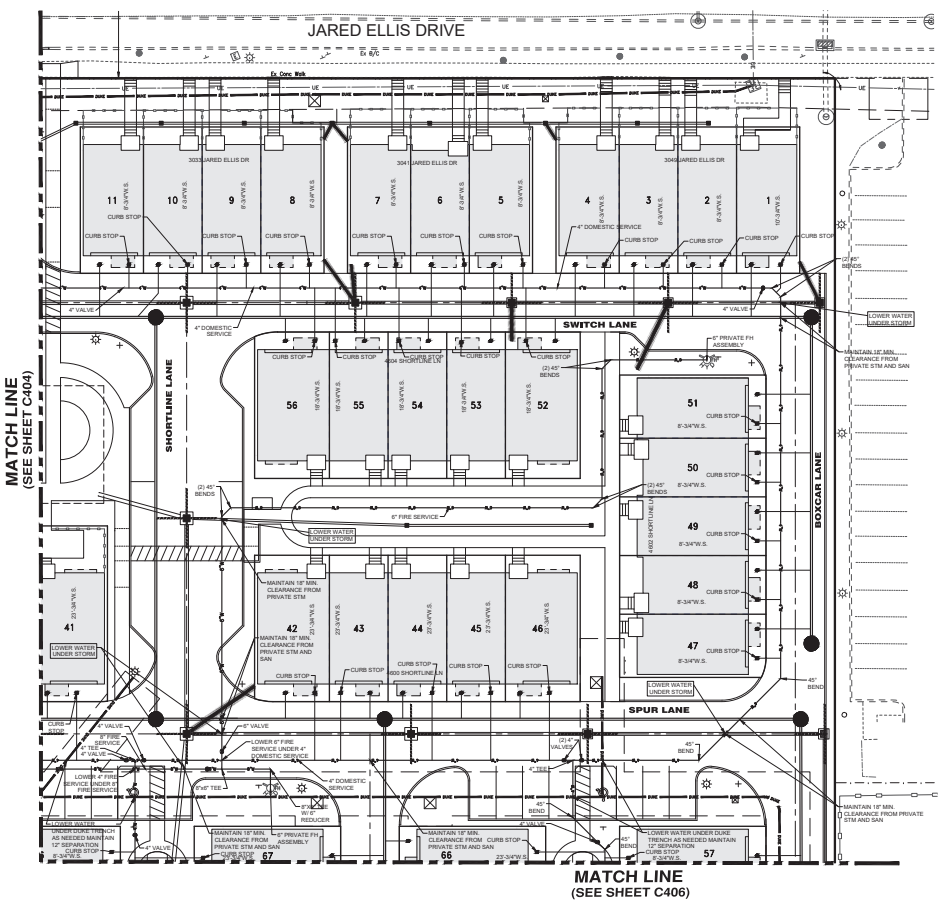

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LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 20'

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6	Revised for Grant and Paving Revision	01-06-25	MJG	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

WATER SERVICE PLAN (NORTHEAST)

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C405

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LEGEND

REMOVE & REPLACE EX PAVEMENT IN KIND PER DOTE STANDARDS FOR UTILITY CONNECTIONS

PROP. BLDG. SHOWN FOR REFERENCE; BUILDING, FOUNDATION & ENTRY STAIRS SUBMITTED UNDER SEPARATE PERMIT

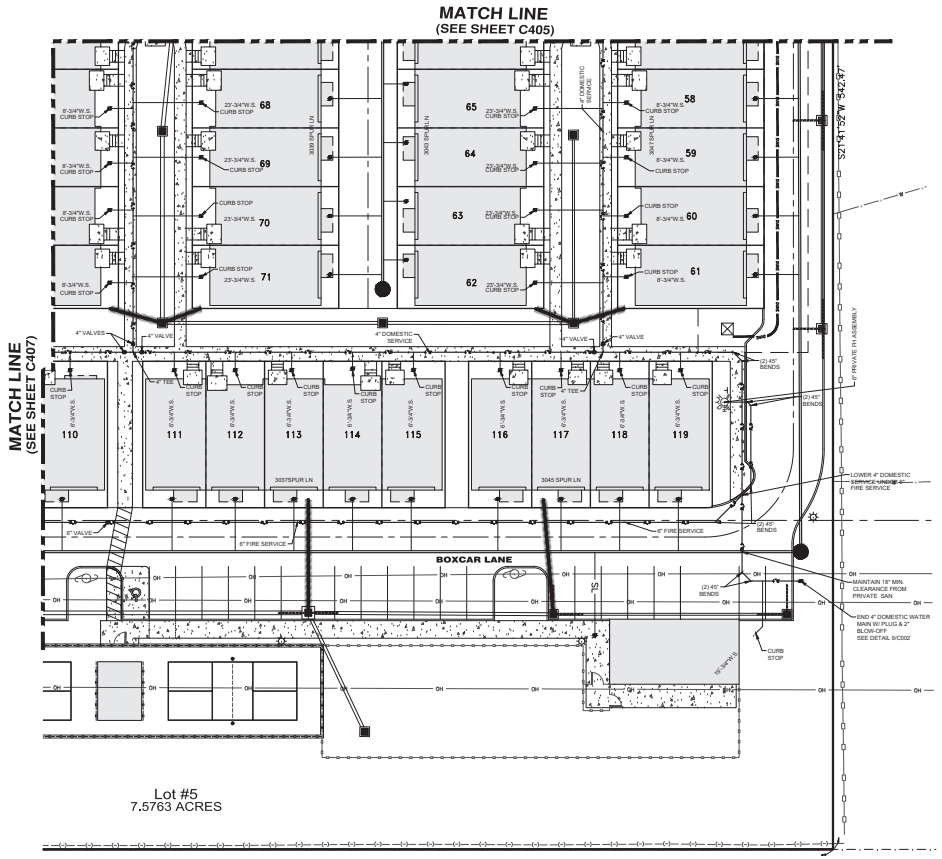
JOINT TRENCH BY DUKE ENERGY (SEE DUKE ENDORSEMENT DRAWING FOR FINAL JOINT TRENCH DESIGN & LAYOUT)

GCWW WATER MAIN NOTES

1. ALL WATER WORK AND WATER MAIN MATERIALS INCLUDING PIPE, FITTINGS, VALVES, HYDRANTS, AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF GREATER CINCINNATI WATER WORKS. THE MOST RIGID SPECIFICATIONS SHALL GOVERN IN THE EVENT OF A CONFLICT WITH THE PROJECT SPECIFICATIONS.
2. ALL WATER FACILITIES ON THIS PROJECT ARE TO BE PRIVATE.
3. BACKFILL SHALL BE CLASS A WHEN MAIN IS FIVE (5) FEET OR GREATER FROM EXISTING PUBLIC CURB. LESS THAN FIVE (5) FEET FROM EXISTING PUBLIC CURB, UNDER CURB OR EXISTING PUBLIC PAVEMENT BACKFILL SHALL BE CONTROLLED DENSITY FILL.
4. WATER MAINS SHALL MAINTAIN A MINIMUM COVER OF FOUR (4) FEET.
5. A MINIMUM CLEAR DISTANCE OF TEN (10) FEET HORIZONTAL AND EIGHTEEN (18) INCHES VERTICAL SHALL BE MAINTAINED BETWEEN SANITARY AND/OR STORM SEWERS AND WATER MAINS.
6. SANITARY AND STORM SEWERS THAT CROSS WATER MAINS SHALL BE LOCATED SUCH THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.
7. PRIVATE WATER MAINS BEYOND THE METER PIT MAY BE POLYVINYL CHLORIDE FOR WORKING PRESSURES LESS THAN 150 PSI. FOR DESIGN PRESSURES GREATER THAN 150 PSI, DUCTILE IRON PRESSURE CLASS 350 OR C900 DR 14 SHALL BE USED.
   7.1. PRIVATE WATER MAINS CONSTRUCTED USING POLYVINYL CHLORIDE (PVC) PRESSURE PIPE, 4" THROUGH 12", FOR WATER DISTRIBUTION SHALL BE PER AWWA C-900, DR-18, CLASS 235 PSI. FOR DESIGN PRESSURES GREATER THAN 150 PSI, DUCTILE IRON PRESSURE CLASS 350 OR C900 DR 14 SHALL BE USED. ALL FITTINGS, TEES, PLUGS, CAPS, BENDS, REDUCERS, VALVES AND HYDRANT BRANCHES SHALL BE RESTRAINED AGAINST MOVEMENT BY USING THRUST BLOCKS OR RESTRAINED JOINT SYSTEMS APPROVED FOR USE WITH PVC AWWA C-900 PIPE AND AS PERMITTED BY NFPA 24.
8. SERVICE PIPING SMALLER THAN THREE (3) INCHES SHALL BE SEAMLESS COPPER FLEXIBLE WATER TUBING, ASTM B 88, TYPE K, PRESSURE CLASS 250.
9. WATER SERVICES SHALL BE ADJUSTED TO BE LOWERED UNDER STORM SEWER WERE CONFLICTS ARISE.

NOTE

1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION



811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)
SCALE: 1" = 20'

Item	Revision Description	Date	Drwn	Chk
1	Back Division	08-18-23	ETH	JAB
2	Duke Coordination Set	10-24-23	JAB	JAG
3	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAG
4	Revised Per Client Revisions & Duke Coordination	12-01-24	MGB	JAG
5	Revised Per Client and Planning Revision	01-06-25	MGB	JAG

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

WATER SERVICE PLAN (SOUTHEAST)

bayer becker
ENGINEERS & SURVEYORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C406**

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Plot time: Jan 23, 2025 - 11:07am
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C406

LEGEND

REMOVE & REPLACE EX PAVEMENT IN KIND PER DOTE STANDARDS FOR UTILITY CONNECTIONS

PROP. BLDG. SHOWN FOR REFERENCE; BUILDING, FOUNDATION & ENTRY STAIRS SUBMITTED UNDER SEPARATE PERMIT

JOINT TRENCH BY DUKE ENERGY (SEE DUKE ENDORSEMENT DRAWING FOR FINAL JOINT TRENCH DESIGN & LAYOUT)

GCWW WATER MAIN NOTES

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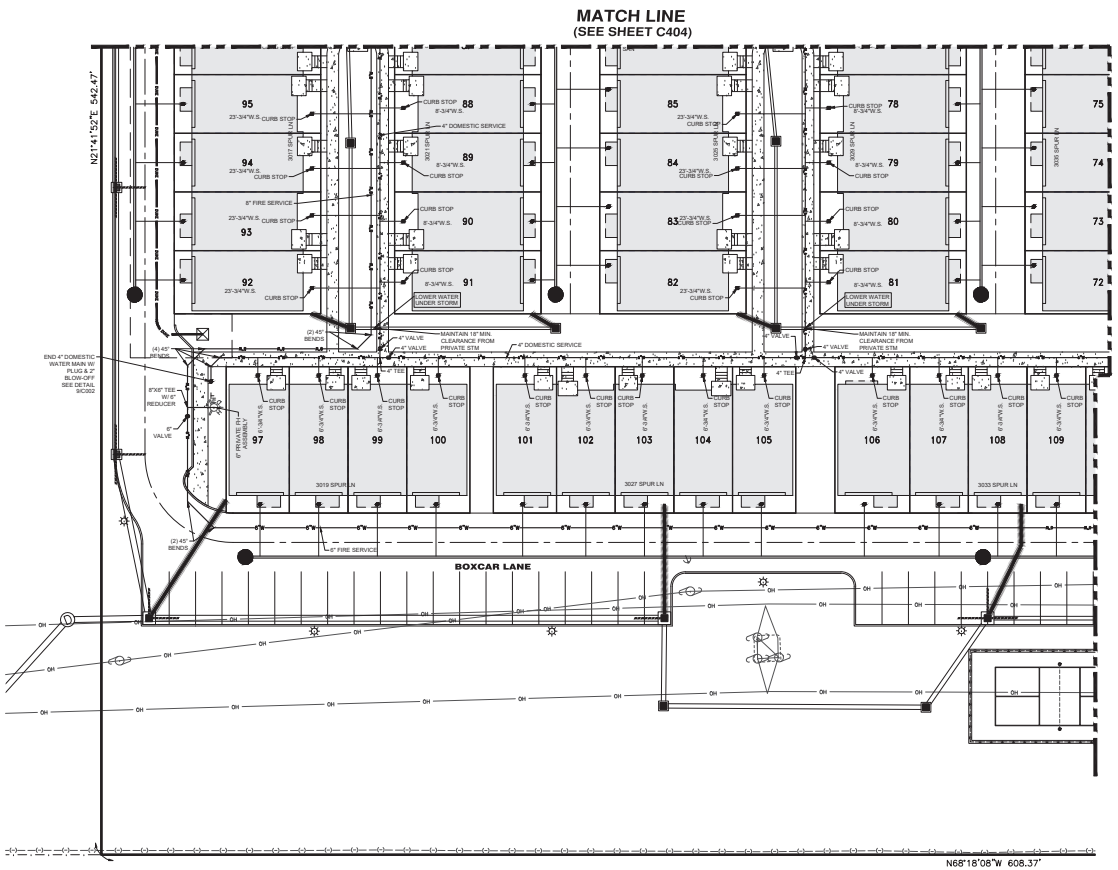

811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE 1" = 20'

Item	Revision Description	Date	Drwn	Chk
1	Bob's Division	09-18-23	ETH	JAB
2	Duke Coordination Set	10-24-23	JAB	JAG
3	Revised For Client Revisions & Duke Coordination	11-17-23	AOG	JAG
4	Revised For Client and Planing Revision	01-04-24	MGB	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS CREEK TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

WATER SERVICE PLAN (SOUTHWEST)

bayer becker
CIVIL ENGINEERING | LAND DEVELOPMENT
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C407**

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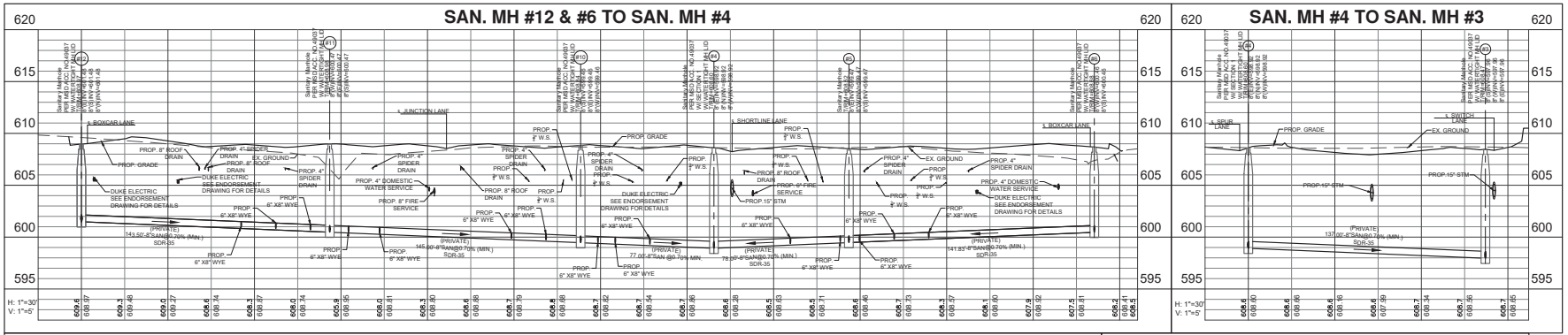
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C407



GRAPHIC SCALE

(VERTICAL) 1 inch = 5 ft.

(HORIZONTAL) 1 inch = 30 ft.

Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

NOTE:

PIPE SLOPES ARE DESIGNED AT THE MINIMUM ALLOWABLE SLOPE PER MSD RULES & REGULATION. PER THE MSD GRADE VARIANT POLICY, SEGMENTS OF SEWER INSTALLED UNDER SLOPE MAY INCURRED EXCESSIVE MAINTENANCE FEES OR MUST BE RELAYED DEPENDING ON THE SEVERITY.

Item	Revision Description	Date	Drawn	Chkd
1	Revised Plans per City of Cincinnati Review	05-15-23	MGS	JAB
2	Block Drawn	06-16-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client and Planing Revision	01-04-24	MGS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SANITARY SEWER PROFILE

bauer becker
CIVIL ENGINEERS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6000

Drawing: 21-0255 PROFILES
Drawn by: MTL
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C408**

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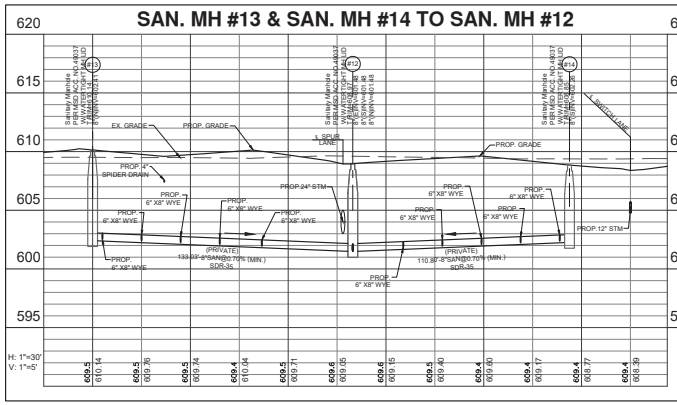
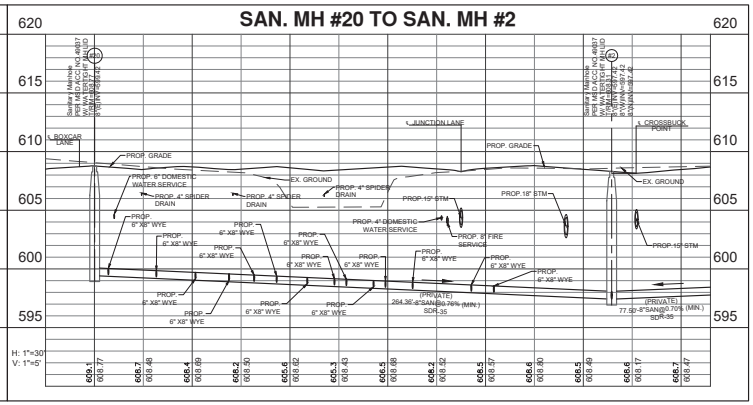
SAN. MH #13 & SAN. MH #14 TO SAN. MH #12



SAN. MH #20 TO SAN. MH #2



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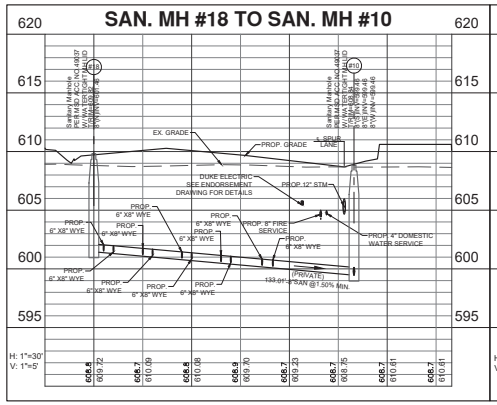
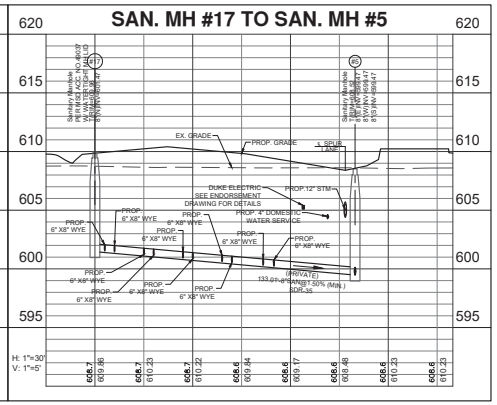


SAN. MH #17 TO SAN. MH #5



GRAPHIC SCALE
(VERTICAL)
1 inch = 5 ft.
0 15 30 60
(HORIZONTAL)
1 inch = 30 ft.

811
Know what's below,
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

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Item	Revision Description	Date	Drwn	Chk

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SANITARY SEWER PROFILE

bayer becker
SURVEYING • PLANNING • CIVIL ENGINEERING
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 PROFILES
Drawn by: MGS
Checked By: JAB
Issue Date: 01-24-25
Sheet: C409

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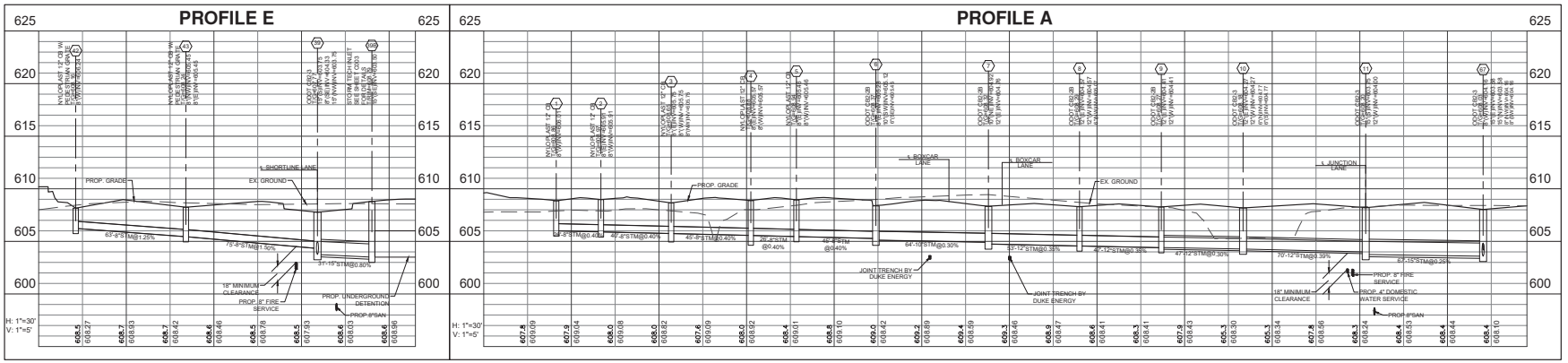

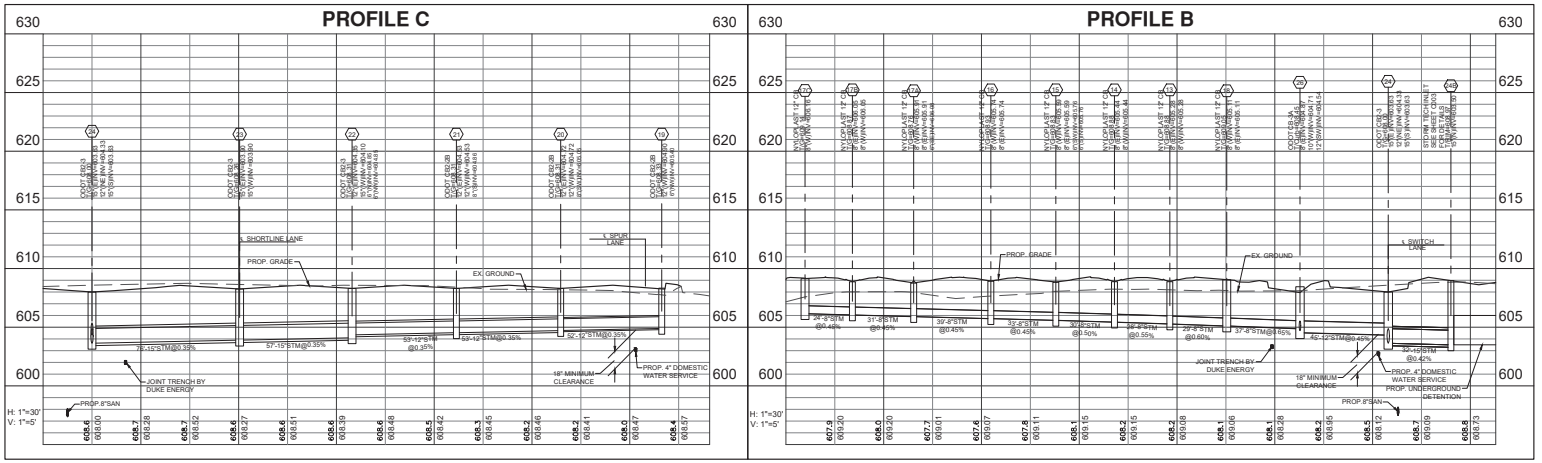

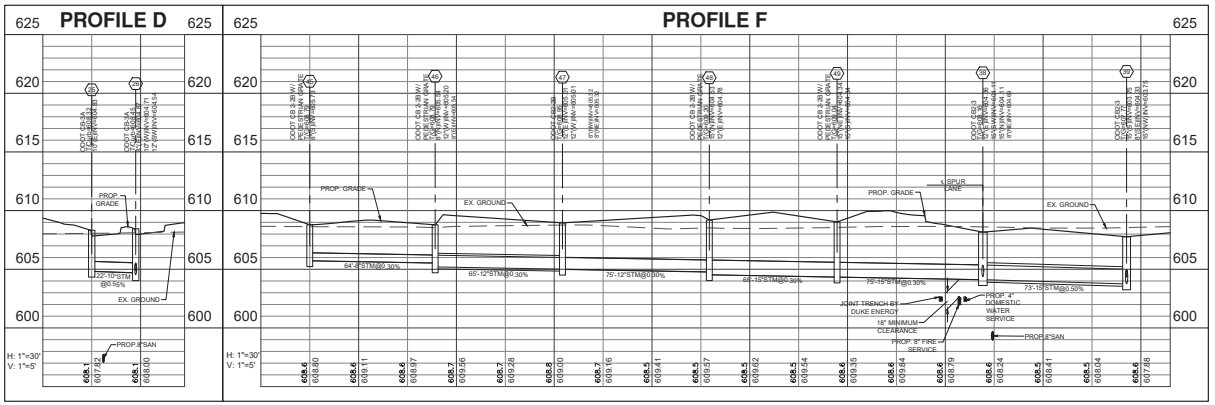

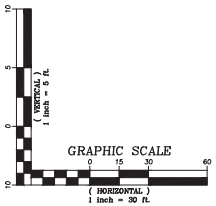

Know what's **below.**
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Item	Revision Description	Date	Drawn	Chk
1	Revised Underground Detention	01-12-23	JAB	JAB
2	Revised Plans per City of Cincinnati Review	05-12-23	MGS	JAB
3	Block Division	09-18-23	ETH	JAB
4	Duke Coordinator Set	10-04-23	JAB	JAB
5	Revised Per Client Revisions & Duke Coordination	12-14-23	MGS	JAB
6	Revised Per Client and Paving Revision	01-04-24	MGS	JAB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

STORM SEWER PROFILES

bauer becker
CIVIL ENGINEERS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6000

Drawing: 21-0255 STORM PROFILES
Drawn by: JMW
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C410**

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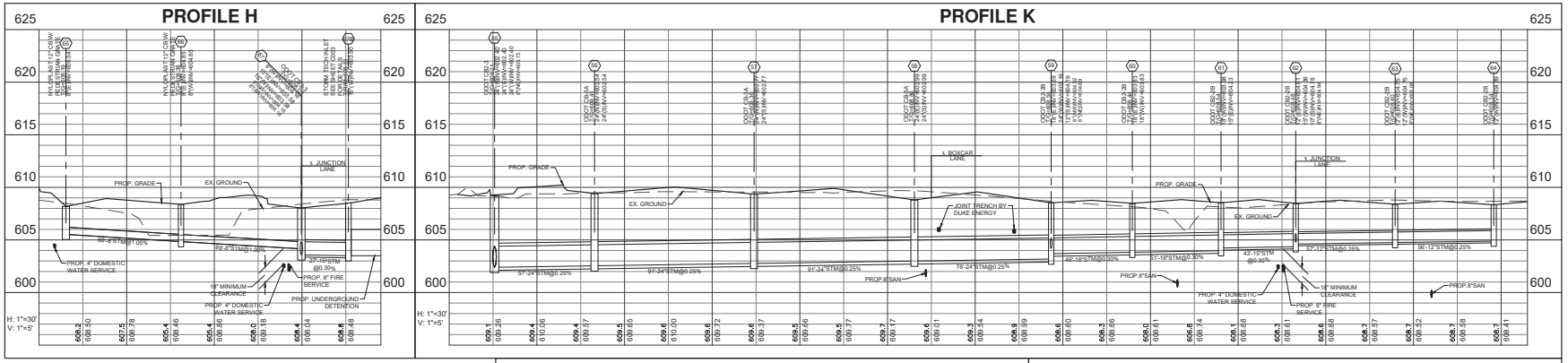
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 STORM PROFILES.DWG - Layout Tab: C410



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CROSBY TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

STORM SEWER PROFILES

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 STORM PROFILES
Drawn by: JMW
Checked By: JAB
Issue Date: 01-06-23
Sheet: C411

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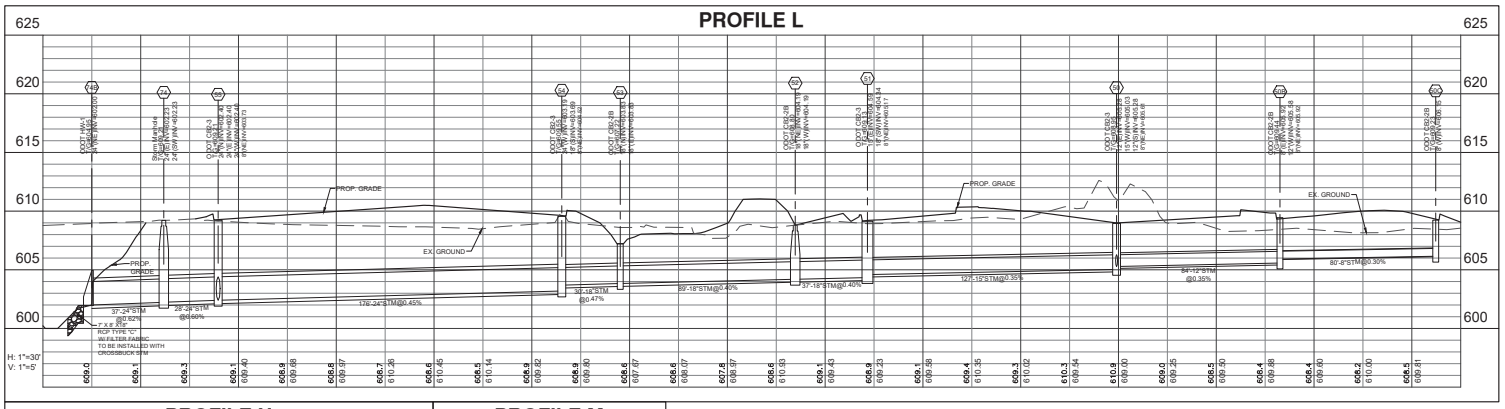

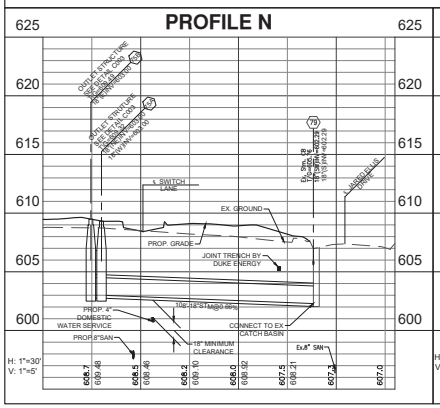

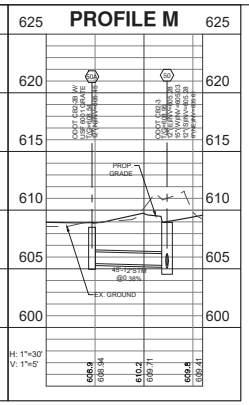

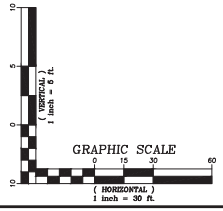

811
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LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

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CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

STORM SEWER PROFILES

bayer becker
ENGINEERS | SURVEYORS
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 STORM PROFILES
Drawn by: JMW
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C412**

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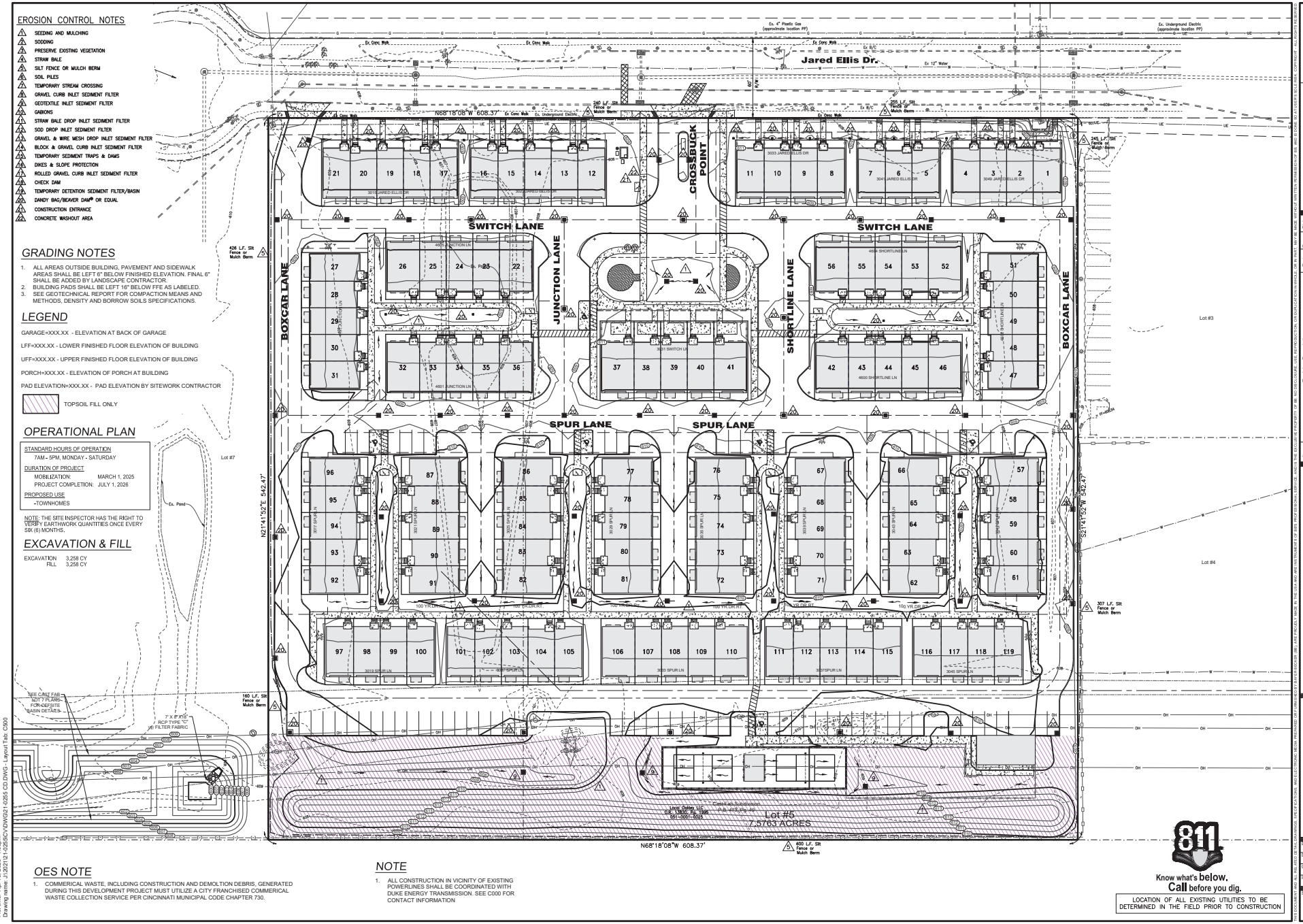

EROSION CONTROL NOTES

1. SEEDING AND MULCHING
2. SODDING
3. PRESERVE EXISTING VEGETATION
4. STRAW BALE
5. SILT FENCE OR MULCH BERM
6. SOIL PILES
7. TEMPORARY STREAM CROSSING
8. GRAVEL CURB INLET SEDIMENT FILTER
9. GEOTEXTILE INLET SEDIMENT FILTER
10. GABIONS
11. STRAW BALE DROP INLET SEDIMENT FILTER
12. SOD DROP INLET SEDIMENT FILTER
13. GRAVEL & WIRE MESH DROP INLET SEDIMENT FILTER
14. BLOCK & GRAVEL CURB INLET SEDIMENT FILTER
15. TEMPORARY SEDIMENT TRAPS & DAMS
16. DIKES & SLOPE PROTECTION
17. ROLLED GRAVEL CURB INLET SEDIMENT FILTER
18. CHECK DAM
19. TEMPORARY DETENTION SEDIMENT FILTER/BASIN
20. DANDY BAG/BEAVER DAM® OR EQUAL
21. CONSTRUCTION ENTRANCE
22. CONCRETE WASHOUT AREA

GRADING NOTES

1. ALL AREAS OUTSIDE BUILDING, PAVEMENT AND SIDEWALK AREAS SHALL BE LEFT 6" BELOW FINISHED ELEVATION. FINAL 6" SHALL BE ADDED BY LANDSCAPE CONTRACTOR.
2. BUILDING PADS SHALL BE LEFT 16" BELOW FFE AS LABELED.
3. SEE GEOTECHNICAL REPORT FOR COMPACTION MEANS AND METHODS, DENSITY AND BORROW SOILS SPECIFICATIONS.

LEGEND

GARAGE=XXX.XX - ELEVATION AT BACK OF GARAGE

LFF=XXX.XX - LOWER FINISHED FLOOR ELEVATION OF BUILDING

UFF=XXX.XX - UPPER FINISHED FLOOR ELEVATION OF BUILDING

PORCH=XXX.XX - ELEVATION OF PORCH AT BUILDING

PAD ELEVATION=XXX.XX - PAD ELEVATION BY SITEWORK CONTRACTOR

TOPSOIL FILL ONLY

OPERATIONAL PLAN

STANDARD HOURS OF OPERATION
7AM - 5PM, MONDAY - SATURDAY

DURATION OF PROJECT
MOBILIZATION: MARCH 1, 2025
PROJECT COMPLETION: JULY 1, 2026

PROPOSED USE
-TOWNHOMES

NOTE: THE SITE INSPECTOR HAS THE RIGHT TO VERIFY EARTHWORK QUANTITIES ONCE EVERY SIX (6) MONTHS.

EXCAVATION & FILL

EXCAVATION	3,258 CY
FILL	3,258 CY

OES NOTE

1. COMMERICAL WASTE, INCLUDING CONSTRUCTION AND DEMOLTION DEBRIS, GENERATED DURING THIS DEVELOPMENT PROJECT MUST UTILIZE A CITY FRANCHISED COMMERICAL WASTE COLLECTION SERVICE PER CINCINNATI MUNICIPAL CODE CHAPTER 730.

NOTE

1. ALL CONSTRUCTION IN VICINITY OF EXISTING POWERLINES SHALL BE COORDINATED WITH DUKE ENERGY TRANSMISSION. SEE C000 FOR CONTACT INFORMATION

Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE 1" = 30'

Item	Revision Description	Date	Drawn	Chk'd
1.	Revised Plans per City of Cincinnati Review	05-13-23	MGB	JAB
2.	Block Division	09-18-23	ETH	JAB
3.	Duke Coordination Set	10-24-23	JAB	JAB
4.	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
5.	Revised Per Cincinnati Building Review	02-14-25	MGB	JAB
6.	Revised Per Cincinnati Building Revision	03-04-25	MGB	JAB
7.	Revised Per Client Revision	04-15-25	MGB	

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSS CREEK TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

OVERALL GRADING & EROSION CONTROL PLAN

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: C500

Plot time: Apr 15, 2025 - 1:43pm
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C500

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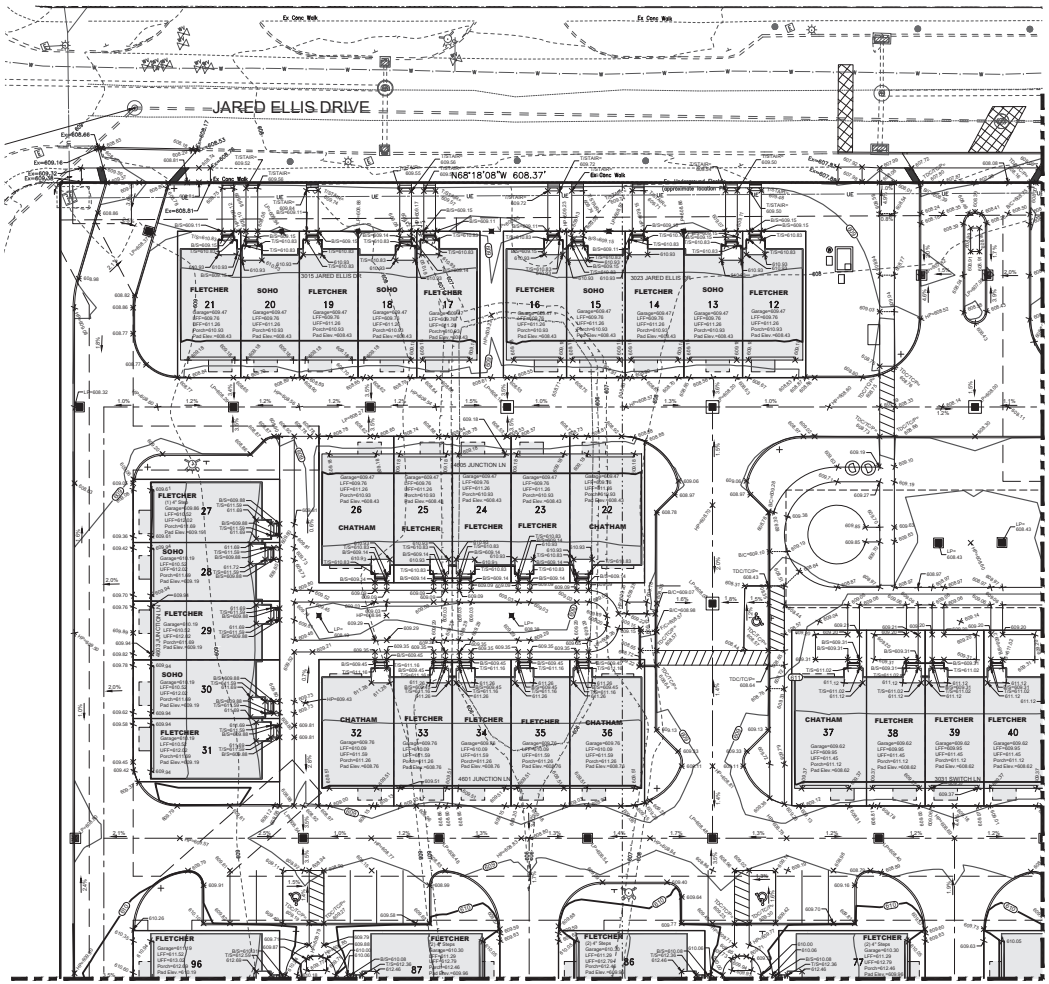

GRADING NOTES

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2. BUILDING PADS SHALL BE LEFT 16" BELOW FFE AS LABELED.
3. SEE GEOTECHNICAL REPORT FOR COMPACTION MEANS AND METHODS, DENSITY AND BORROW SOILS SPECIFICATIONS.

LEGEND

GARAGE=XXX.XX - ELEVATION AT BACK OF GARAGE

LFF=XXX.XX - LOWER FINISHED FLOOR ELEVATION OF BUILDING

UFF=XXX.XX - UPPER FINISHED FLOOR ELEVATION OF BUILDING

PORCH=XXX.XX - ELEVATION OF PORCH AT BUILDING

PAD ELEVATION=XXX.XX - PAD ELEVATION BY SITEWORK CONTRACTOR

TOPSOIL FILL ONLY

811
Know what's **below.**
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing:
State Plane NAD83 (2011)

0 20 30
SCALE: 1" = 20'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-15-23	MJS	JAB
2	Block Division	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
5	Revised Per Client and Phasing Revision	12-04-24	MJS	JAB
6	Revised Per Client Revision	04-14-25	MJS	

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

GRADING PLAN (NORTHWEST)

bayer becker
Engineers | Surveyors | Planners
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C501**

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GRADING NOTES

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GARAGE=XXX.XX - ELEVATION AT BACK OF GARAGE

LFF=XXX.XX - LOWER FINISHED FLOOR ELEVATION OF BUILDING

UFF=XXX.XX - UPPER FINISHED FLOOR ELEVATION OF BUILDING

PORCH=XXX.XX - ELEVATION OF PORCH AT BUILDING

PAD ELEVATION=XXX.XX - PAD ELEVATION BY SITEWORK CONTRACTOR

TOPSOIL FILL ONLY

811 Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 30'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-12-23	MJS	JAB
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3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised Per Client Revisions & Duke Coordination	11-17-23	AOG	JAB
5	Revised Per Client and Phasing Revision	12-04-23	MJS	JAB
6	Revised Per Client Revision	01-04-24	MJS	JAB

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

GRADING PLAN (NORTHEAST)

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
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GRADING NOTES

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NOTE

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LEGEND

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PORCH=XXX.XX - ELEVATION OF PORCH AT BUILDING

PAD ELEVATION=XXX.XX - PAD ELEVATION BY SITEWORK CONTRACTOR

TOPSOIL FILL ONLY

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LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 30'

Item	Revision Description	Date	Drawn	Chk
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2	Block Division	09-18-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	MJS
4	2 Revised per Client Revisions & Duke Coordination	11-17-23	JAB	JAB
5	Revised Per Client and Phasing Revision	12-04-23	MJS	JAB
6	Revised Per Client Revision	01-04-24	MJS	

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)

SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSBUCK HOMES GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

GRADING PLAN (SOUTHEAST)

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
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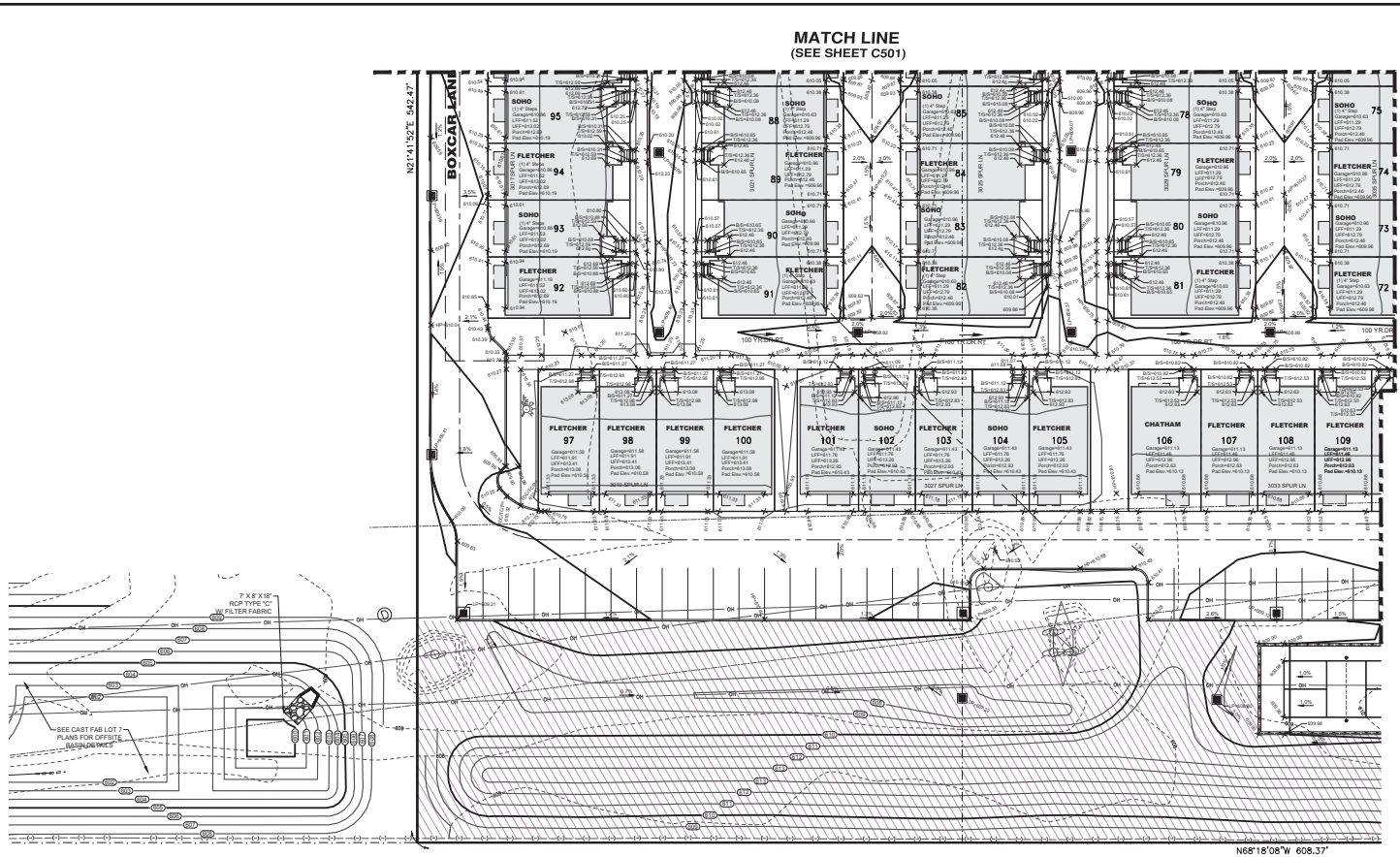

GRADING NOTES

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PAD ELEVATION=XXX.XX - PAD ELEVATION BY SITEWORK CONTRACTOR

TOPSOIL FILL ONLY

NOTE

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LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Basis of Bearing: State Plane NAD83 (2011)

SCALE: 1" = 30'

Item	Revision Description	Date	Drawn	Chk
1	Revised Plans per City of Cincinnati Review	05-15-23	MJS	JAB
2	Block Drakain	06-16-23	ETH	JAB
3	Duke Coordination Set	10-24-23	JAB	JAB
4	Revised For Client Revisions & Duke Coordination	11-17-23	AJOS	JAB
5	Revised For Client and Phasing Revision	12-04-24	MJS	JAB
6	Revised For Client Revision	01-06-25	MJS	

CROSSBUCK (FKA THE ABBEY)
(FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK DEVELOPMENT GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

GRADING PLAN (SOUTHWEST)

bayer becker
Land Development Consultants
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
Checked By: JAB
Issue Date: 01-06-23
Sheet: **C504**

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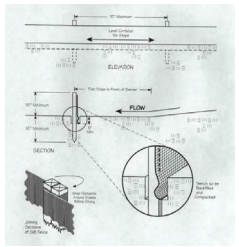
Plot time: Apr 15, 2025 - 2:19pm
Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C504

Spread 4 to 6 inches of topsoil. Fertilize according to soil test (or apply 10 lb./1000 sq. ft. of 20–10–10 or 10–10–10 fertilizer.) Seed with an approved seed mix listed below at the rate of 4 lbs./1000 sq. ft. (or 175 lbs./1 ac.) per 1/4" of soil. Mulch lightly with straw (70–90 lb. or one bale per 1000 sq. ft.) Anchor mulch by punching 2 inches into the soil with a dull, weighted disk or by using netting or other measures on steep slopes, or windy areas. Water gently every day or two to keep soil moist. Do not mow until grass is at least 6 inches tall. Areas within 50 feet of a stream are to be stabilized within two (2) days if area is to remain idle for more the 21 days. Any seeding done between October 1st and March 1st shall utilize dormant seeding techniques according to page 167 of the ODNR Rainwater and Land Development manual.

Typical Lawn Seed Mixtures

Grass	Sunny Site	Shady Site
Kentucky bluegrass	60%	15%
Red fescue	30%	70%
Perennial ryegrass	10%	15%
Seeding rate (lb./1000 sq. ft.)	3–4	4–5

SEEDING & MULCHING ⚠1



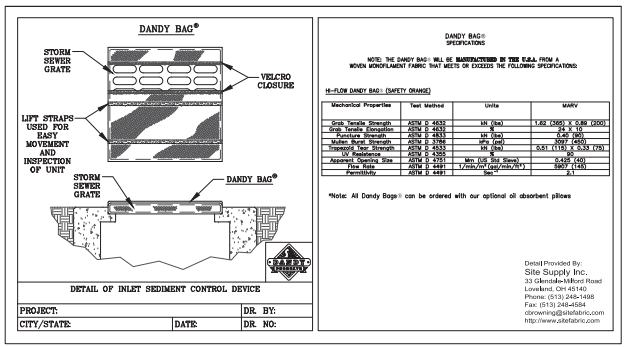
1. Silt fence shall be constructed before upslope land disturbance begins.
2. All silt fence shall be placed as close to the contour as possible so that water will not concentrate at low points in the fence and so that small swales or depressions which may carry small concentrated flows to the silt fence are dissipated along its length.
3. To prevent water ponded by the silt fence from flowing around the ends, each end shall be constructed upslope so that the ends are at a higher elevation.
4. Where possible, silt fence shall be placed on the flattest area available.
5. Where possible, vegetation shall be preserved for 5 ft. (or as much as possible) upslope from the silt fence. If vegetation is removed, it shall be reestablished within 7 days from the installation of the silt fence.
6. The height of the silt fence shall be a minimum of 16 in. above the original ground surface.
7. The silt fence shall be placed in a trench cut a minimum of 6 in. deep. The trench shall be cut with a trencher, cable laying machine, or other suitable device which will ensure an adequately uniform trench depth.
8. The silt fence shall be placed with the stakes on the downslope side of the geotextile and so that 8 in. of cloth are below the ground surface. Excess material shall lay on the bottom of the 6-in.-deep trench. The trench shall be backfilled and compacted per the onsite Geotechnical Engineer's specifications.
9. Seams between section of silt fence shall be overlapped with the end stakes of each section wrapped together before driving into the ground.
10. Maintenance–Silt fence shall allow runoff to pass only as diffuse flow through the geotextile. If runoff overtops the silt fence, flows under or around the ends, or in any other way becomes a concentrated flow, one of the following shall be performed, as appropriate: 1) The layout of the silt fence shall be changed, 2) Accumulated sediment shall be removed, or 3) Other practices shall be installed.

Criteria for Silt Fence Materials

1. Fence Posts–The length shall be a minimum of 32 in. long. Wood posts will be 2-by-2-in. hardwood of sound quality. The maximum spacing between posts shall be 10 ft.
2. Silt Fence Fabric shall be ODOT Type C Geotextile Fabric.

SILT FENCE DETAIL ⚠5

NOT TO SCALE



DANDY BAG® SPECIFICATIONS

NOTE: THE DANDY BAG® WILL BE MANUFACTURED IN THE U.S.A. FROM A WOVEN MONOFILAMENT FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS:

H-FLOW DANDY BAG® (SAFETY ORANGE)

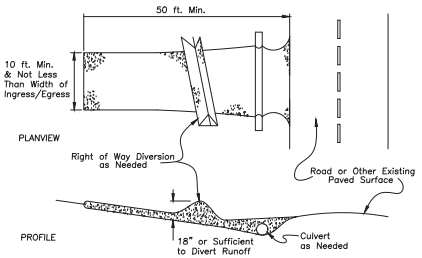
Mechanical Properties	Test Method	Units	MARV
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.62 (365) X 0.89 (200)
Grab Tensile Elongation	ASTM D 4632	%	25 X 10
Puncture Strength	ASTM D 4833	kN (lbs)	0.40 (90)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	3067 (450)
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.51 (115) X 0.33 (75)
UV Resistance	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm. (US Std Sieve)	0.425 (40)
Flow Rate	ASTM D 4491	l/min/m² (gal/min/ft²)	3907 (145)
Permittivity	ASTM D 4491	Sec⁻¹	2.1

*Note: All Dandy Bags® can be ordered with our optional oil absorbent pillows

Detail Provided By:
Site Supply Inc.
33 Glendale-Milford Road
Loveland, OH 45140
Phone: (513) 245-1498
Fax: (513) 248-4584
cbrowning@sitefabric.com
http://www.sitefabric.com

DANDY BAG DETAIL ⚠20

NOT TO SCALE

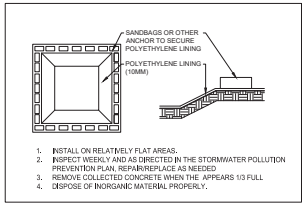


SPECIFICATIONS FOR CONSTRUCTION ENTRANCE

1. *STONE SIZE – TWO–INCH STONE SHALL BE USED, OR RECYCLED CONCRETE EQUIVALENT.*
2. *LENGTH – THE CONSTRUCTION ENTRANCE SHALL BE AS LONG AS REQUIRED TO STABILIZE HIGH TRAFFIC AREAS BUT NOT LESS THAN 50 FT.*
3. *THICKNESS – THE STONE LAYER SHALL BE AT LEAST 6 IN. THICK.*
4. *WIDTH – THE ENTRANCE SHALL BE AT LEAST 10 FT. WIDE, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.*
5. *BEDDING – A GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING STONE. IT SHALL HAVE A GRAB TENSILE STRENGTH OF AT LEAST 200 LB. AND A MULLEN BURST STRENGTH OF AT LEAST 190 LB.*
6. *CULVERT – A PIPE OR CULVERT SHALL BE CONSTRUCTED UNDER THE ENTRANCE IF NEEDED TO PREVENT SURFACE WATER FLOWING ACROSS THE ENTRANCE FROM BEING DIRECTED OUT ONTO PAVED SURFACES.*
7. *WATER BAR – A WATER BAR SHALL BE CONSTRUCTED AS PART OF THE CONSTRUCTION ENTRANCE IF NEEDED TO PREVENT SURFACE RUNOFF FROM FLOWING THE LENGTH OF THE CONSTRUCTION ENTRANCE AND OUT ONTO PAVED SURFACES.*
8. *MAINTENANCE – TOP DRESSING OF ADDITIONAL STONE SHALL BE APPLIED AS CONDITIONS DEMAND. MUD SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADS, OR ANY SURFACE WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, SHALL BE REMOVED IMMEDIATELY. REMOVAL SHALL BE ACCOMPLISHED BY SCRAPING OR SWEEPING.*
9. *CONSTRUCTION ENTRANCES SHALL NOT BE RELIED UPON TO REMOVE MUD FROM VEHICLES AND PREVENT OFF–SITE TRACKING. VEHICLES THAT ENTER AND LEAVE THE CONSTRUCTION–SITE SHALL BE RESTRICTED FROM MUDDY AREAS.*
10. *CONSTRUCTION ENTRANCE SHALL BE PAVED WITHIN THE RIGHT OF WAY PER DOTE STANDARDS.*

TEMPORARY CONSTRUCTION ENTRANCE DETAIL ⚠21

NOT TO SCALE



1. INSTALL ON RELATIVELY FLAT AREAS.
2. INSPECT WEEKLY AND AS DIRECTED IN THE STORMWATER POLLUTION PREVENTION PLAN. REPAIR/REPLACE AS NEEDED
3. REMOVE COLLECTED CONCRETE WHEN THE APPEARS 1/3 FULL
4. DISPOSE OF INORGANIC MATERIAL PROPERLY.

CONCRETE WASHOUT AREA ⚠22

NOT TO SCALE

Item	Revision Description	Date	Drwn	Chk
1	Date Coordinator Set	10-24-23	JAB	
2	Revised per Client Revisions & Date Coordination	11-17-23	JAB	
3	Revised Per Client and Zoning Revision	01-04-24	MGS	JAB

CROSSBUCK (FKA THE ABBEY) (FKA ARCADIA)
SECTION 18, TOWN 4, F. RANGE 1 BTM
CROSSBUCK GROUP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

GRADING & EROSION CONTROL DETAILS

bayer becker
www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 21-0255 CD
Drawn by: ETH
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Drawing name: J:\2021\21-0255\CV\DWG\21-0255 CD.DWG - Layout Tab: C505

THE CROSSBUCK
3033 JARED ELLIS DRIVE
DEVELOPMENT PROGRAM STATEMENT

-September 2025 Amendment-

Onyx and East, the property owner, is proposing to develop the 7.576 acres contained in Lot 5 of the Cast Fab subdivision located at 3033 Jared Ellis Drive (Auditors Parcel 052-0001-0026-00). The property, formerly zoned "CG-A" was rezoned "PD" Planned Development (PD-94) in October 2022 (Ord. 0322-2022) and received Final Development Plan approval to develop the site as a 119 unit three-story townhome development on individual lots by City Planning Commission on September 16, 2022.

The approved development has two (2) points of access from Jared Ellis Drive and provides internal circulation to the community through a series of private streets and alleys. The proposed 119 townhomes, with a density of 16 units per acre, have been placed into 25 groups ranging from three (3) to five (5) homes per group. A total of 90 surface parking spaces are provided on site with each home containing a two (2) car garage on the lower level. In response to comments from the Oakley Community Council to provide a range of price points for the homes, the developers are offering a variety of unit sizes and features. Homes, which would range in size from 1,600 SF to 2,220 SF, could contain two (2) to four (4) bedrooms with two (2) to four (4) bathrooms. Each home would have a two (2) car garage with finished living space adjacent on the lower level. The community has been designed around open spaces with landscaping utilizing native plants and pollinator plants consistent with the Oakley Plant List. Lighting for the development will use residential style lamps mounted at eight (8) to 10 feet and located on the private streets and common areas. The Crossbuck would be developed in one (1) phase with construction beginning Spring of 2025, weather permitting. It is anticipated that all phases of the Crossbuck Development would be completed by 2028. The Crossbuck is bordered to the north and south by similar residential communities which are zoned "PD" Planned Development (#88 and 89) and is in the vicinity of "PD-64" which would provide retail, entertainment, and other amenities to the residents of the Crossbuck within walking distance. The Crossbuck, developed as a Planned Development, will allow for the coordinated development of the parcels as a residential community.

Since the approval of the zone change to "PD" Planned Development was granted, Onyx and East acquired the property and is proceeding with developing the site, consistent with the approved Development Program Statement and Concept Plan (Ord. 0322-2022). During the design of the site, it has become clear that the community would be enhanced with the addition of amenity spaces including pickleball courts and a dog park, and that a maintenance building was needed to serve the development. These uses will be located on the southern portion of the site (located between the surface parking lot and the southern property line abutting the Baltimore & Ohio rail line) as indicated in the associated Concept Plan. The proposed amenities and maintenance structure will be constructed of quality materials consistent with the approved Concept Plan and Final Development Plan for the overall development.

Per Section 1429-12 of the City of Cincinnati Zoning Code, the Department of City Planning and Engagement staff have determined that the addition of the amenity spaces and accessory maintenance building constitutes as a Major Amendment to the approved "PD" Development Program Statement and Concept Plan. Approval of this Major Amendment will allow for the incorporation of these uses as requested. There are no changes to the principally permitted use, density, bulk, design, street layout, or access of the development established by Ordinance 0322-2022 and the previously approved Concept Plan and Development Program Statement for PD-94.

SUBJECT: A report and recommendation on a proposed Major Amendment to the Concept Plan and Development Program Statement for Planned Development #94 (PD-94), The Crossbuck, located at 3033 Jared Ellis Drive in Oakley.

GENERAL INFORMATION:

Location: 3033 Jared Ellis Drive, Cincinnati, OH 45209

Petitioner: McBride Dale Clarion
5721 Dragon Way, Suite 300, Cincinnati, OH 45227

Owner: Onyx + East
460 Virginia Avenue, Indianapolis, IN 46203

Request: A proposed Major Amendment to the Concept Plan and Development Program Statement for Planned Development #94, The Crossbuck, in Oakley to allow for recreational uses, including a dog park and pickleball courts, and accessory structures for a maintenance garage and pavilion at the pickleball courts.

ATTACHMENTS:

Provided in addition to this report are the following exhibits:

- Exhibit A – Location Map
- Exhibit B – PD-94 Approved Concept Plan
- Exhibit C – PD-94 Approved Development Program Statement
- Exhibit D – Amended Concept Plan
- Exhibit E – Amended Development Program Statement
- Exhibit F – Maintenance Garage Plans
- Exhibit G – Coordinated Site Review Letter
- Exhibit H – Oakley Community Council Letters of Support

BACKGROUND:

The subject property, 3033 Jared Ellis Drive, is located in Planned Development #94 (PD-94) in Oakley, as shown in Exhibit A. The proposed development on the property, The Crossbuck (previously named The Abbey and Arcadia), includes a total of 119 three-story townhomes on individual lots, organized around a series of private streets and alleys. It is approximately 7.58 acres and located on part of the former Cast Fab property. It is situated between the railroad tracks to the south, I-71 to the west, Planned Development #89 – Graphite (PD-89) to the north, and Planned Development #64 – Oakley Station (PD-64) to the east. The Planned Development (PD-94) was established by City Council in October 2022 (Ord. 0322-2022), and a Final Development Plan was approved by the City Planning Commission on September 16, 2022. The City Planning Commission also reviewed and approved a Phase I Development Plan and Subdivision Improvement Plan on May 3, 2024, and a Phase II Development Plan and Subdivision Improvement Plan on February 7, 2025.

The applicant, Onyx + East, is proposing to add two (2) pickleball courts with a pavilion, a dog park, and a maintenance garage, all on the southern portion of the site next to the railroad tracks. Since the Concept Plan and Development Program Statement that was originally approved by City Planning Commission and City Council did not show recreational uses or accessory structures, a Major Amendment to the Concept Plan and Development Program Statement is required.

ADJACENT LAND USE AND ZONING:

The site is currently zoned Planned Development (PD-94). The adjacent zoning and land uses are as follows:

North:

Zoning: Planned Development #89 (PD-89), Graphite Oakley,
Use: Multi-family residential

East:

Zoning: Planned Development #64 (PD 64), Oakley Station
Use: Multi-family residential and commercial

South:

Zoning: Manufacturing General (MG) and Planned Development #88 (PD-88), Three Oaks
Use: Railroad tracks and residential

West:

Zoning: Commercial General Auto-oriented (CG-A)
Use: Vacant

PROPOSED DEVELOPMENT AND CHANGES TO CONCEPT PLAN:

The proposed development, The Crossbuck, includes a total of 119 three-story townhomes on individual lots, organized around a series of private streets and alleys. Proposed lot areas range from 998 to 1,273 square feet, and widths range between 18 and 25.5 feet. Homes will range from 1,300 to 2,200 square feet, with one to four bedrooms and two to four bathrooms. Each home will have a two-car garage and optional upgrades to accommodate varying price ranges.

The Major Amendment allows recreational uses to build two (2) pickleball courts and a dog park, in addition to new accessory structures for a maintenance garage and pavilion at the pickleball courts. No other significant changes to the originally approved Concept Plan or Development Program Statement have been proposed.

The maintenance garage will not exceed 16-feet in height and will be situated 32-feet from the east property line and 56-feet from the south property line. The pickleball pavilion will not exceed 16-feet in height or 15-feet in width and will be situated 235-feet from the east property line and a minimum of 40-feet from the south property line. The dog park will be situated between the pickleball courts and the maintenance garage. A 4-foot-tall chain link fence will surround the dog park and a 10-foot-tall chain link fence will surround the pickleball courts to keep the ball within the court.

BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:

According to §1429-05 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

a. ***Minimum Area*** *– The minimum area of a PD must be two contiguous acres.*

The existing Planned Development consists of 7.58 contiguous acres.

b. ***Ownership*** *– Evidence that the petitioner has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.*

The petitioner has provided proof of ownership.

c. ***Multiple Buildings on a Lot*** *– More than one building is permitted on a lot.*

The approved Concept Plan and Development Program Statement indicate 119 townhomes on the parcel. Multiple Major Subdivisions have been approved by City Planning Commission to separate the townhomes onto their own lots in 2024 and 2025. The accessory structures for the maintenance garage and pickleball pavilion, as well as the courts and the dog park, will be located on land shared by all the property owners.

d. ***Historic Landmarks and Districts*** *– Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan*.

No portion of the site is located within a historic district, nor contains any historic landmark.

e. ***Hillside Overlay Districts*** *– Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within the Hillside Overlay District.

f. ***Urban Design Overlay District*** *– Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within an Urban Design Overlay District.

CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program Statement. The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

a. ***Plan Elements*** *– A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.*

The petitioner has submitted a proposed Major Amendment to the Concept Plan that includes sufficient information regarding proposed uses, building locations, street access, pedestrian circulation systems, and open space and landscaping.

b. ***Ownership*** *– Evidence that the petitioner has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.*

The petitioner has provided proof of ownership.

c. ***Schedule*** *– Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.*

The overall project has just begun construction, and the maintenance shed, pickleball courts, the pickleball pavilion, and dog park will be built if approved.

d. ***Preliminary Reviews*** *– A preliminary review of geo-technical, sewage, water, drainage and refuse collection.*

The project has been reviewed through the City's Coordinated Site Review Process (see "Coordinated Site Review").

e. ***Density and Open Space*** *– Calculations of density and open space area.*

The overall site is approximately 7.58 acres, with about 2.5 acres (or 33%) being open space.

MAJOR AMENDMENT:

The Cincinnati Zoning Code § 1429-12 allows for amendments to the Concept Plan and Development Program Statement. Major Amendments must be approved by the City Planning Commission and City Council. A Major

Amendment to the Concept Plan and Development Program Statement has been requested for PD-94 because the petitioner wishes to build a maintenance garage, as well as recreational uses to build two pickleball courts and a dog park that were not established in the approved Concept Plan and Development Program Statement.

FINAL DEVELOPMENT PLAN:

Pursuant to §1429-13 of the Cincinnati Zoning Code, a Final Development Plan shall be submitted to the City Planning Commission for any portion of an approved Concept Plan that the petitioner wishes to develop following approval of the Concept Plan and Development Program Statement and the Planned Development designation by City Council. The Final Development Plan must substantially conform to the approved Concept Plan and Development Program Statement. A Final Development Plan for PD-94 was submitted concurrently with the proposed Major Amendment to the Concept Plan and Development Program Statement. The Final Development Plan is filed under a separate request and will be considered as Item 8 on the October 3, 2025, agenda.

COORDINATED SITE REVIEW:

The overall development was reviewed by City departments through the Coordinated Site Review process. The Coordinated Site Review Advisory Team met with the applicant in July of 2022 and issued a letter with their comments (Exhibit G). No concerns were identified.

PUBLIC COMMENT AND NOTIFICATION:

A combined notice for the September 23, 2025, Public Staff Conference and the October 3, 2025 City Planning Commission meeting was sent to all property owners within 400 feet of the site, and the Oakley Community Council.

The Department of City Planning and Engagement held a virtual Public Staff Conference on September 23, 2025 for the proposed Major Amendment and Final Development Plan for Planned Development #94. Members of City staff and the development team were present, but no members of the public attended.

The Oakley Community Council issued a letter of support for the establishment of the Planned Development in 2022, and issued an additional letter of support for the Major Amendment to the Concept Plan and Development Program Statement on September 19, 2025, both of which are shown in Exhibit H. No other correspondence has been received.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

The proposed Major Amendment is consistent with the Live Initiative Area of *Plan Cincinnati (2012),* including the goal to "Provide a full spectrum of housing options, and improve housing quality and affordability" (p. 164). The proposed Major Amendment will help to improve the quality of life for the people who live in the new homes, which include a variety of sizes and finish options to accommodate different price points.

Oakley Master Plan (2019)

The proposed Major Amendment is consistent with the Managing Our Future Growth Focus Area of the *Oakley Master Plan (2019),* including the goals to "Assure that future growth is guided by zoning and planning that will preserve Oakley as a thriving, unique, and pedestrian-scaled urban neighborhood" (p. 80) and "Increase the percentage of owner-occupied homes" (p. 85). The Major Amendment will help facilitate the creation of for-sale townhomes, and the proposed design fosters a more dense and walkable neighborhood style than typical for single-family homes, with attached buildings, rear-facing garages, and common open spaces.

CITY PLANNING COMMISSION ACTION:

According to Section §1429-11(a) of the Cincinnati Zoning Code, City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. *The PD concept plan and development program statement are consistent with applicable plans and policies and is compatible with surrounding development;*

   The proposal is an amendment to an already approved and established Planned Development district. The proposed Major Amendment does not include any changes to the townhomes which are compatible with applicable plans (see "Consistency with Plans") and the surrounding land use patterns. Adjacent uses are primarily residential, with some commercial located at Oakley Station to the east.

2. *The PD concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;*

   The proposal is an amendment to an already approved and established Planned Development district. The proposed maintenance garage and pickleball pavilion are in a similar architectural style to the already approved townhomes, and the pickleball courts and dog park will be positive amenities for the future residents.

3. *Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD concept plan and development program statement;*

   The proposal is an amendment to an already approved and established Planned Development. As described above the applicant is requesting accessory structures for a maintenance garage and pickleball pavilion, in addition to recreational uses for pickleball courts and a dog park, necessitating Major Amendment approval.

4. *The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design and building location.*

   All aspects are covered in the submitted Concept Plan and Development Program Statement and the concurrently submitted Final Development Plan.

ANALYSIS:

The proposed project will reactivate a currently vacant property into 119 townhomes, providing needed housing to Cincinnati. The project is supported by the Oakley Community Council, and the development team have conducted engagement throughout the process. The requested Major Amendment proposes to add a maintenance garage, dog park, and a pickleball court with pavilion, all of which will help maintain the property and support the quality of life for future residents. No other significant changes to the originally approved Concept Plan and Development Program Statement have been proposed.

FINDINGS:

It is the opinion of staff of the Department of City Planning and Engagement that the proposed Major Amendment to the Concept Plan and Development Program Statement is beneficial for the completion of the proposed project at 3033 Jared Ellis Drive in Oakley. The project is a benefit to the community, and the originally approved Concept Plan did not include the additional accessory structure and recreational uses.

It is the opinion of staff of the Department of City Planning and Engagement that the proposed Major Amendment to the Concept Plan and Development Program Statement is in compliance with §1429-12 *Amendments to a Planned Development Concept Plan*. The proposal is consistent with the purpose of the Planned Development District Regulations, and the petitioner has successfully met all basic requirements of the Planned Development District. The Major Amendment will not negatively impact the existing character of the surrounding area.

RECOMMENDATION:

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following actions:

1. **ADOPT** the Department of City Planning and Engagement Findings as detailed in this report; and

2. **APPROVE** the proposed Major Amendment to the Concept Plan and Development Program Statement for Planned Development #94 (PD-94), The Crossbuck, located at 3033 Jared Ellis Drive in Oakley as outlined in this report.

Respectfully submitted:

Andrew Halt

Andrew Halt, AICP, PE, Senior City Planner
Department of City Planning & Engagement

Approved:

Stacey Hoffman, Planning Division Manager
Department of City Planning & Engagement

October 8, 2025

Cincinnati City Council
Council Chambers, City Hall
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

> **APPROVING** a major amendment to the concept plan and development program statement governing a portion of Planned Development District No. 94, "The Crossbuck," to permit additional uses within the planned development and allow for the construction of two pickleball courts, a dog park, a maintenance garage, and a pavilion structure in the area located at 3033 Jared Ellis Drive in the Oakley neighborhood.

Summary:
The petitioner is proposing a Major Amendment to the Concept Plan and Development Program Statement for Planned Development No. 94, The Crossbuck, in Oakley. The petitioner is requesting recreational uses, including a dog park and pickleball courts, and accessory structures for a maintenance garage and a pavilion at the pickleball courts.

The Crossbuck (previously The Abbey and Arcadia), includes a total of 119 three-story townhomes on individual lots. PD-94 was established by City Council in October 2022 (Ord. 0322-2022), and a Final Development Plan was approved by the City Planning Commission on September 16, 2022. The City Planning Commission also reviewed and approved a Phase I Development Plan and Subdivision Improvement Plan on May 3, 2024, and a Phase II Development Plan and Subdivision Improvement Plan on February 7, 2025.

The City Planning Commission recommended the following on October 3, 2025, to City Council:

> **APPROVE** the Department of City Planning and Engagement Findings as detailed in this report;
>
> **ADOPT** the proposed Major Amendment to the Concept Plan and Development Program Statement for Planned Development #94 (PD-94), The Crossbuck, located at 3033 Jared Ellis Drive in Oakley as outlined in this report.

Motion to Approve:	Ms. Sesler	Ayes:	Ms. Beltran
Seconded:	Mr. Samad		Mr. Dansby
			Ms. Kearney
			Mr. Samad
			Ms. Sesler
			Mr. Weber
		Excused:	Mr. Eby

THE CITY PLANNING COMMISSION

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Katherine Keough-Jurs, FAICP, Director
Department of City Planning & Engagement