



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda

### Budget and Finance Committee

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

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Monday, October 21, 2024

1:00 PM

Council Chambers, Room 300

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#### REVISED

#### AGENDA

#### TRANSFERS AND APPROPRIATIONS

1. [202402083](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/25/2024, **AUTHORIZING** the transfer and appropriation of \$350,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 494x162x7200 to provide resources for the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$25,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to DCED personnel operating budget account no. 494x162x7100 for project management costs associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 494x162x7200 and DCED personnel operating budget account no. 494x162x7100 associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that are located within the District 15 - East Price Hill Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <<<https://www.cincinnati-oh.gov/law/ethics/city-business>>>).

Sponsors: City Manager

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

2. [202402154](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/9/2024, **ESTABLISHING** new capital improvement program project account no. 980x164x251618, "Roselawn Streetscape - TIF," to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district; **AUTHORIZING** the transfer and appropriation of \$45,000 from the unappropriated surplus of Roselawn Equivalent Fund 528 to newly established capital improvement program project account no. 980x164x251618, "Roselawn Streetscape - TIF," to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district; and **DECLARING** that rehabilitation and replacement of portions of the Reading Road streetscape within the public right of way in the Roselawn neighborhood business district constitutes a "Public Infrastructure Improvement" (as defined by Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve District 28 - Roselawn Incentive District in the neighborhood of Roselawn, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

**Sponsors:** City Manager

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

3. [202402179](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the transfer and return to source General Fund 050 of \$3,600,000 from capital improvement program project account no. 980x104x251029, "Green Cincinnati Sustainability Initiatives - GF," to realign sources with uses; **AUTHORIZING** the transfer of \$3,400,000 from the unappropriated surplus of General Fund 050 to Fund 883, "Revolving Energy Loan," to provide resources for building and fleet upgrades pursuant to the goals of the 2023 Green Cincinnati Plan ("GCP"); and **AUTHORIZING** the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide additional resources to support the 2023 GCP Seeds of Change Program.

**Sponsors:** City Manager

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

4. [202402216](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/21/2024, **ESTABLISHING** department number 014, "Councilmember Evan Nolan," to establish an office budget for newly appointed Councilmember Evan Nolan; **AUTHORIZING** the transfer and appropriation of \$97,375 from Councilmember Reggie Harris' General Fund personnel services operating budget account no. 050x021x7100 to Councilmember Evan Nolan's General Fund personnel services operating budget account no. 050x014x7100 to provide personnel resources to the office budget for newly appointed Councilmember Evan Nolan; and further **AUTHORIZING** the transfer and appropriation of \$1,820 from Councilmember Reggie Harris' General Fund contractual services account no. 050x021x7200 to Councilmember Evan

Nolan's General Fund contractual services account no. 050x014x7200 to provide non-personnel resources to the office budget for newly appointed Councilmember Evan Nolan.

**Sponsors:** City Manager

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

5. [202402204](#) **ORDINANCE (EMERGENCY)** submitted by Councilmember Walsh, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of \$75,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide resources to the Cincinnati Ballet; to partner with the Cincinnati Center City Development Corporation (3CDC) and the City of Cincinnati to put on a month-long Nutcracker-themed activation in Washington Park in December 2024.

**Sponsors:** Walsh

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

### **COMMUNITY REINVESTMENT AREA AGREEMENT**

6. [202402188](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement 2901 Glendora LLC, an affiliate of Uptown Rental Properties, LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 2901 Glendora Avenue in the Corryville neighborhood of Cincinnati, in connection with the construction of approximately 14,386 square feet of residential space consisting of eleven residential units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$3,148,356.

**Sponsors:** City Manager

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

### **GRANTS AND DONATIONS**

7. [202402182](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the City Manager to apply for a grant of up to \$1,400,000 from the U.S. Department of Housing and Urban Development Eviction Protection Grant Program (ALN 14.537) to provide resources for legal representation of tenants in eviction proceedings.

**Sponsors:** City Manager

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

8. [202402138](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/9/2024, **AMENDING** Ordinance No. 155-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$25,000, effective FY 2025, from the U.S. Department of the Interior's Historic Preservation Fund (ALN 15.904) through the Ohio History Connection's Certified Local Government Grant Program to provide resources for the development of a Multiple Property Documentation Form for the historic designation of Cincinnati's brewery resources, to increase the grant resource value to up to \$31,481.

**Sponsors:** City Manager

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

9. [202402171](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the City Manager to accept and appropriate additional grant funds of up to \$500,000 from the Ohio Department of Transportation (ODOT) Municipal Bridge Program (ALN 20.205) to capital improvement program project account no. 980x233x202361, "Brighton Approach Bridge Grants," to provide additional resources for the Brighton Approach Bridge Replacement Project; and **AUTHORIZING** the Director of Finance to deposit the additional grant resources into capital improvement program project account no. 980x233x202361, "Brighton Approach Bridge Grants.

**Sponsors:** City Manager

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

10. [202402175](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AMENDING** Ordinance No. 272-2023 to increase the amount of funding the City Manager is authorized to accept from the Highway Safety Improvement Program, as awarded by the Ohio Department of Transportation, from up to \$6,143,865 to up to \$9,900,000, and to appropriate the additional amount of up to \$3,756,135 to existing capital improvement program project account no. 980x232x242348, "Harrison Avenue Improvements HSIP Grant," to provide resources to right-size Harrison Avenue from Queen City Avenue to Kling Avenue by reducing vehicle lanes to three and implementing other various safety improvements along the corridor.

**Sponsors:** City Manager

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

11. [202402173](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$30,000 from the Urban Sustainability Directors Network under

the Resilience Hub Fund for Resilient Power Systems to Environment and Sustainability Fund 436 to perform a resilience hub assessment, prepare a resilience hub plan, and conduct an energy audit with solar assessment at the Urban League of Greater Southwest Ohio offices in the Avondale neighborhood; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8571.

**Sponsors:** City Manager

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

12. [202402180](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$499,917 from the Energy Futures Grant Program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436 to research strategies that will reduce the energy burden for disadvantaged communities through deployment of community solar power and implementation of new rate structures; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEEF, "FY 2025 DOE Energy Futures Grant."

**Sponsors:** City Manager

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

13. [202402186](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$10,000,000 from the United States Department of Energy Inflation Reduction Act of 2022 Assistance for the Adoption of the Latest and Zero Building Energy Codes program (ALN 81.117) to provide resources to help create the Ohio High Performance Building Hub and to assist with the implementation of building performance standards in Cincinnati, Columbus, Dayton, and Cleveland; and **AUTHORIZING** the Director of Finance to deposit grant resources into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEIRA, "FY 2025 DOE Ohio High Performance Building Hub."

**Sponsors:** City Manager

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

14. [202402155](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/9/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$252,873 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation (ALN 16.738) to provide funding for additional Police Visibility Overtime and for the Sexual Assault Advocate program contract with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Justice

Assistance Grant Fund 478x8553, project account no. 24JAG.

**Sponsors:** City Manager

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

15. [202402174](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AMENDING** Ordinance No. 229-2024 to increase the amount of grant funds for which the City Manager is authorized to apply for, accept, and appropriate, from \$275,000 to \$298,000.

**Sponsors:** City Manager

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

16. [202402140](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/9/2024, **AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$150,000 for the installation of a turf infield at the Madisonville Recreation Area.

**Sponsors:** City Manager

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

17. [202402212](#) **ORDINANCE (B VERSION)** submitted by Sheryl M. M. Long, City Manager, on 10/21/2024, **ESTABLISHING** new capital improvement program project account no. 980x199x251923, "Madisonville Baseball Field RCF," to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; **AUTHORIZING** the City Manager to accept a donation of \$150,000 from the Reds Community Fund to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; **AUTHORIZING** the Director of Finance to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, "Contributions For Recreation Purposes," to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; and **AUTHORIZING** the City Manager to transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, "Contributions For Recreation Purposes," into newly established capital improvement program project account no 980x199x251923, "Madisonville Baseball Field RCF," to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area.

**Sponsors:** City Manager

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

### **PAYMENTS**

18. [202402187](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AUTHORIZING** the payment of \$3,288.22 from Parks

Department Parks Private Endowment and Donations Fund 430 non-personnel operating budget account no. 430x202x3126x7332 to Doppes Lumber for charges related to the purchase of lumber and supplies during the period of May 10, 2024, through June 28, 2024.

**Sponsors:** City Manager

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

19. [202402183](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/16/2024, **AMENDING** Ordinance No. 169-2024, which authorized the City Manager to accept a cash donation of \$89,000 from the Cincinnati Reds Community Fund and an in-kind donation of goods and professional services from Playground Equipment Services, Inc. valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area by correctly identifying the source of the in-kind donation of goods and professional services as the Cincinnati Reds Community Fund; and **AUTHORIZING** payment of \$61,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x231903, "Athletics Facilities Renovation," and \$89,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," to Playground Equipment Services, Inc. as a moral obligation for the installation of a turf infield at the Bond Hill Recreation Area sports field and recreation area; and **AUTHORIZING** the City Manager to provide payment of \$150,000 to Playground Equipment Services, Inc. upon its acceptance of the terms and conditions contained in the attached unexecuted proposed contract.

**Sponsors:** City Manager

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

### **DISBURSEMENTS**

20. [202402162](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Cramerding, **AUTHORIZING** the disbursement of \$200,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the River Roots event.

**Sponsors:** Cramerding

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

ADJOURNMENT

September 25, 2024

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

202402083

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

**Subject: Emergency Ordinance – DCED: Warsaw Project Use of TIF Funds**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer and appropriation of \$350,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 494x162x7200 to provide resources for the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$25,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to DCED personnel operating budget account no. 494x162x7100 for project management costs associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 494x162x7200 and DCED personnel operating budget account no. 494x162x7100 associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that are located within the District 15 - East Price Hill Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of \$350,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to DCED non-personnel operating budget account no. 494x162x7200 to provide resources for the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$25,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to DCED personnel operating budget account no. 494x162x7100 for project management costs associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati. Finally this Emergency Ordinance declares that expenditures from DCED non-personnel operating budget account no. 494x162x7200 and DCED



personnel operating budget account no. 494x162x7100 associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati serve a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code (ORC)) that are located within the District 15 - East Price Hill Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

The renovation of 3104 Warsaw Avenue by Price Hill Will is an affordable mixed-use multi-family renovation with an estimated cost of \$4,000,000. The Warsaw Project will be located at the end of the Warsaw Creative Campus project within the East Price Hill business district. This historic rehabilitation will consist of nine residential units and 1,774 square feet of commercial space. All rental units will be affordable to households whose household income does not exceed sixty percent Area Median Income (AMI). Price Hill Will plans to finance the Warsaw Project by utilizing a combination of external resources and new market tax credit equity, in part consisting of \$375,000 from East Price Hill Equivalent Fund 494.

Providing resources for the Warsaw Project is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options, and improve housing quality and affordability” as described on page 164 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need of the developer to close the loan and mitigate rising construction costs.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## EMERGENCY

CNS

- 2024

**AUTHORIZING** the transfer and appropriation of \$350,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 494x162x7200 to provide resources for the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$25,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to DCED personnel operating budget account no. 494x162x7100 for project management costs associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 494x162x7200 and DCED personnel operating budget account no. 494x162x7100 associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that are located within the District 15 - East Price Hill Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, the renovation of 3104 Warsaw Avenue by Price Hill Will (the “Warsaw Project”) is an affordable mixed-use multi-family renovation with an estimated \$4,000,000 cost; and

WHEREAS, the Warsaw Project will be located at the end of the Warsaw Creative Campus project within the East Price Hill business district and will be developed by Price Hill Will and its affiliate; and

WHEREAS, this historic rehabilitation will consist of nine residential units and 1,774 square feet of commercial space in the East Price Hill neighborhood; and

WHEREAS, all nine rental units will be affordable to households whose household income does not exceed sixty percent of Area Median Income (AMI); and

WHEREAS, tax increment financing (TIF) resources will be used for the renovation of the residential units, as well as supporting project delivery costs; and

WHEREAS, Price Hill Will plans to finance the Warsaw Project by utilizing a combination of external resources and new market tax credit equity, in part consisting of \$375,000 from East Price Hill Equivalent Fund 494; and

WHEREAS, providing resources for the Warsaw Project is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options, and improve housing quality and affordability” as described on page 164 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Council authorizes the transfer and appropriation of \$350,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 494x162x7200 to provide resources for the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati.

Section 2. That Council authorizes the transfer and appropriation of \$25,000 from the unappropriated surplus of East Price Hill Equivalent Fund 494 to DCED personnel operating budget account no. 494x162x7100 for project management costs associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati.

Section 3. That Council declares that expenditures from DCED non-personnel operating budget account no. 494x162x7200 and DCED personnel operating budget account no. 494x162x7100 associated with the renovation of the residential units in a mixed-use multi-family project at 3104 Warsaw Avenue in the East Price Hill neighborhood of Cincinnati are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that is located within the District 15 - East Price Hill Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

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

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

terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need of the developer to close the loan and mitigate rising construction costs.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 9, 2024

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

202402154

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

**Subject: Emergency Ordinance – DCED: Roselawn Streetscape Use of TIF**

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district; **AUTHORIZING** the transfer and appropriation of \$45,000 from the unappropriated surplus of Roselawn Equivalent Fund 528 to newly established capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district; and **DECLARING** that rehabilitation and replacement of portions of the Reading Road streetscape within the public right of way in the Roselawn neighborhood business district constitutes a “Public Infrastructure Improvement” (as defined by Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve District 28 – Roselawn Incentive District in the neighborhood of Roselawn, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of \$45,000 from the unappropriated surplus of Roselawn Equivalent Fund 528 to newly established capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district. The Emergency Ordinance also declares that rehabilitation and replacement of portions of the streetscape within the public right of way in the Roselawn neighborhood business district constitutes a “Public Infrastructure Improvement” that will benefit and/or serve District 28 – Roselawn Incentive District in the neighborhood of Roselawn subject to compliance with Ohio Revised Code (ORC) Sections 5709.40 through 5709.43.

The City previously awarded Neighborhood Business District Improvement Program (NBDIP) funding to the Roselawn neighborhood business district, for streetscape improvements on the east side of Reading Road. This supplemental appropriation allows for the continuation of that streetscape work, including the rehabilitation of tree wells and sidewalks on the west side of Reading Road.

Providing resources for the Roselawn Streetscape project is in accordance with the “Live” goal to “[c]reate a more livable community” and strategy to “[b]ecome more walkable” as described on pages 156 - 159 of Plan Cincinnati (2012)

The reason for the emergency is the immediate need to complete the work prior to the Department of Public Services transitioning crews to winter operations.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## EMERGENCY

MSS

- 2024

**ESTABLISHING** new capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district; **AUTHORIZING** the transfer and appropriation of \$45,000 from the unappropriated surplus of Roselawn Equivalent Fund 528 to newly established capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district; and **DECLARING** that rehabilitation and replacement of portions of the Reading Road streetscape within the public right of way in the Roselawn neighborhood business district constitutes a “Public Infrastructure Improvement” (as defined by Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve District 28 – Roselawn Incentive District in the neighborhood of Roselawn, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, the City previously awarded Neighborhood Business District Improvement Program (NBDIP) funding to the Roselawn neighborhood business district, allowing the completion of streetscape improvements on the east side of Reading Road earlier this year; and

WHEREAS, the appropriation authorized by this ordinance supplements that award and allows for the continuation of that streetscape improvement, including the rehabilitation of tree wells and sidewalks on the west side of Reading Road; and

WHEREAS, this project is a collaboration between the City’s Department of Community and Economic Development, the Department of Transportation and Engineering, the Department of Public Services, the Division of Urban Forestry in the Parks Department, and the Roselawn Business Alliance; and

WHEREAS, this appropriation of Tax Increment Financing (TIF) resources is also supported by the Roselawn Community Council; and

WHEREAS, the continued rehabilitation of tree wells and sidewalks on Reading Road in the Roselawn neighborhood business district will directly benefit the Roselawn TIF District and the neighborhood of Roselawn; and

WHEREAS, providing resources for the Roselawn Streetscape project is in accordance with the “Live” goal to “[c]reate a more livable community” and strategy to “[b]ecome more walkable” as described on pages 156 - 159 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district.

Section 2. That the transfer and appropriation of \$45,000 from the unappropriated surplus of Roselawn Equivalent Fund 528 to newly established capital improvement program project account no. 980x164x251618, “Roselawn Streetscape – TIF,” is authorized to provide resources for the rehabilitation and replacement of portions of the Reading Road streetscape within the public right-of-way in the Roselawn neighborhood business district.

Section 3. That Council declares that rehabilitation and replacement of portions of the streetscape within the public right of way in the Roselawn neighborhood business district constitutes a “Public Infrastructure Improvement” (as defined by Section 5709.40(A)(8) of the Ohio Revised Code) that will benefit and/or serve District 28 – Roselawn Incentive District in the neighborhood of Roselawn, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

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

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



immediate need to complete the work prior to the Department of Public Services transitioning crews to winter operations.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 16, 2024

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

202402179

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

**Subject: Ordinance – OES: Green Cincinnati Plan Budget Transfers**

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Attached is an Ordinance captioned:

**AUTHORIZING** the transfer and return to source General Fund 050 of \$3,600,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF,” to realign sources with uses; **AUTHORIZING** the transfer of \$3,400,000 from the unappropriated surplus of General Fund 050 to Fund 883, “Revolving Energy Loan,” to provide resources for building and fleet upgrades pursuant to the goals of the 2023 Green Cincinnati Plan (“GCP”); and **AUTHORIZING** the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide additional resources to support the 2023 GCP Seeds of Change Program.

This Ordinance authorizes the transfer and return to source General Fund of \$3,600,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF.” This Ordinance also authorizes the transfer of \$3,400,000 from the unappropriated surplus of the General Fund to Revolving Energy Loan Fund 883 to provide resources for building and fleet upgrades pursuant to the goals of the 2023 GCP. Finally, this Ordinance authorizes the transfer and appropriation of \$200,000 from the unappropriated surplus of the General Fund to the Office of Environment and Sustainability (“OES”) General Fund operating budget to provide additional resources to support the 2023 GCP Seeds of Change Program.

The FY 2025 Budget included \$5,000,000 for the “Green Cincinnati Sustainability Initiatives – GF” capital improvement program project for permanent improvements that advance the goals of the 2023 GCP. \$3,400,000 will be utilized for building and fleet upgrades. \$200,000 will support the 2023 GCP Seeds of Change Program, which provides grants to community residents and organizations acting to achieve the equity goals of the 2023 GCP.

Transferring resources to the Revolving Energy Loan Fund and the 2023 GCP Seeds of Change Program 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 - 186 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the transfer and return to source General Fund 050 of \$3,600,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF,” to realign sources with uses; **AUTHORIZING** the transfer of \$3,400,000 from the unappropriated surplus of General Fund 050 to Fund 883, “Revolving Energy Loan,” to provide resources for building and fleet upgrades pursuant to the goals of the 2023 Green Cincinnati Plan (“GCP”); and **AUTHORIZING** the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide additional resources to support the 2023 GCP Seeds of Change Program.

WHEREAS, on June 12, 2024, Council passed Ordinance No. 206-2024, which approved and adopted a Capital Improvement Program and Budget for Fiscal Year 2025; and

WHEREAS, the FY2025 Budget included \$5,000,000 for the “Green Cincinnati Sustainability Initiatives – GF” capital improvement program project to provide resources for the implementation of permanent improvements that advance the goals of the 2023 Green Cincinnati Plan (“GCP”), which goals include electrification of City vehicles and improvement of buildings systems to reduce emissions and decrease the City’s carbon footprint; and

WHEREAS, to accomplish these 2023 GCP goals, \$3,600,000 from the “Green Cincinnati Sustainability Initiatives – GF” capital improvement program project account will be returned to source, General Fund 050, and \$3,400,000 of that amount then will be transferred from the unappropriated surplus of General Fund 050 to Fund 883, “Revolving Energy Loan,” to provide resources for building and fleet upgrades in alignment with the goals of the 2023 GCP; and

WHEREAS, ordinances may be required in the future to appropriate these resources once specific projects and needs are identified; and

WHEREAS, in addition, \$200,000 will be transferred from the unappropriated surplus of General Fund 050 to the Office of Environment and Sustainability operating budget to provide additional resources to support the 2023 GCP Seeds of Change Program, which provides grants to community residents and organizations acting to achieve the equity goals of the 2023 GCP; and

WHEREAS, transferring resources to the Revolving Energy Loan Fund and the 2023 GCP Seeds of Change Program 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 - 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and return to source General Fund 050 of \$3,600,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF,” is authorized to realign sources with uses.

Section 2. That the transfer of \$3,400,000 from the unappropriated surplus of General Fund 050 to Fund 883, “Revolving Energy Loan,” is authorized to provide resources for building and fleet upgrades pursuant to the goals of the 2023 Green Cincinnati Plan (“GCP”).

Section 3. That the transfer and appropriation of \$200,000 from the unappropriated surplus of General Fund 050 to Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 is authorized to provide additional resources to support the 2023 GCP Seeds of Change Program.

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: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 21, 2024

**To:** Members of the Budget and Finance Committee 202402216  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – Council: Establishing Office Budget for Newly Appointed Councilmember Evan Nolan**

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Attached is an Emergency Ordinance captioned:

**ESTABLISHING** department number 014, “Councilmember Evan Nolan,” to establish an office budget for newly appointed Councilmember Evan Nolan; **AUTHORIZING** the transfer and appropriation of \$97,375 from Councilmember Reggie Harris’ General Fund personnel services operating budget account no. 050x021x7100 to Councilmember Evan Nolan’s General Fund personnel services operating budget account no. 050x014x7100 to provide personnel resources to the office budget for newly appointed Councilmember Evan Nolan; and further **AUTHORIZING** the transfer and appropriation of \$1,820 from Councilmember Reggie Harris’ General Fund contractual services account no. 050x021x7200 to Councilmember Evan Nolan’s General Fund contractual services account no. 050x014x7200 to provide non-personnel resources to the office budget for newly appointed Councilmember Evan Nolan.

Approval of this Emergency Ordinance establishes department number 014, “Councilmember Evan Nolan,” to establish an office budget for newly appointed Councilmember Evan Nolan. This Emergency Ordinance also authorizes the transfer and appropriation of \$97,375 from Councilmember Reggie Harris’ General Fund personnel services operating budget account no. 050x021x7100 to Councilmember Evan Nolan’s General Fund personnel services operating budget account no. 050x014x7100 to provide personnel resources to the office budget for newly appointed Councilmember Evan Nolan. This Emergency Ordinance further authorizes the transfer and appropriation of \$1,820 from Councilmember Reggie Harris’ General Fund contractual services account no. 050x021x7200 to Councilmember Evan Nolan’s General Fund contractual services account no. 050x014x7200 to provide non-personnel resources to the office budget for newly appointed Councilmember Evan Nolan.

The reason for the emergency is the need to transfer funding to the newly created agency number for Councilmember Evan Nolan and to ensure the payment of necessary and proper office expenses for Councilmember Nolan at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

LES

- 2024

**ESTABLISHING** department number 014, “Councilmember Evan Nolan,” to establish an office budget for newly appointed Councilmember Evan Nolan; **AUTHORIZING** the transfer and appropriation of \$97,375 from Councilmember Reggie Harris’ General Fund personnel services operating budget account no. 050x021x7100 to Councilmember Evan Nolan’s General Fund personnel services operating budget account no. 050x014x7100 to provide personnel resources to the office budget for newly appointed Councilmember Evan Nolan; and further **AUTHORIZING** the transfer and appropriation of \$1,820 from Councilmember Reggie Harris’ General Fund contractual services account no. 050x021x7200 to Councilmember Evan Nolan’s General Fund contractual services account no. 050x014x7200 to provide non-personnel resources to the office budget for newly appointed Councilmember Evan Nolan.

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

Section 1. That the department number 014, “Councilmember Evan Nolan,” is established as the department number for the office of Councilmember Evan Nolan.

Section 2. That the transfer and appropriation of \$97,375 from Councilmember Reggie Harris’ General Fund personnel services operating budget account no. 050x021x7100 to Councilmember Evan Nolan’s General Fund personnel services operating budget account no. 050x014x7100 is authorized to provide personnel resources to the office budget for newly appointed Councilmember Evan Nolan.

Section 3. That the transfer and appropriation of \$1,820 from Councilmember Reggie Harris’ General Fund contractual services account no. 050x021x7200 to Councilmember Evan Nolan’s General Fund contractual services account no. 050x014x7200 is authorized to provide non-personnel resources to the office budget for newly appointed Councilmember Evan Nolan.

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to transfer funding to the newly created agency number for Councilmember Evan Nolan and to ensure the payment of necessary and proper office expenses for Councilmember Nolan at the earliest possible time.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

202410232024

Date: October 23, 2024

**To:** Councilmember Seth Walsh  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance - Funding for the Cincinnati Ballet and 3CDC for a Nutcracker Activation**

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Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the transfer of \$75,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide resources to the Cincinnati Ballet to partner with the Cincinnati Center City Development Corporation (3CDC) and the City of Cincinnati to put on a month-long Nutcracker-themed activation in Washington Park in December 2024.

EESW/MSS(dmm)  
Attachment  
409816



**EMERGENCY**

**City of Cincinnati**

MSS

EESW

**An Ordinance No. \_\_\_\_\_**

- 2024

**AUTHORIZING** the transfer of \$75,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide resources to the Cincinnati Ballet to partner with the Cincinnati Center City Development Corporation (3CDC) and the City of Cincinnati to put on a month-long Nutcracker-themed activation in Washington Park in December 2024.

WHEREAS, General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," was increased by \$500,000 with funds from the FY2024 Closeout process; and

WHEREAS, the Cincinnati Ballet will partner with the Cincinnati Center City Development Corporation ("3CDC") and the City to put on a month-long Nutcracker-themed activation in Washington Park in December 2024; and

WHEREAS, Council wishes to provide \$75,000 to support the Nutcracker-themed activation in Washington Park; and

WHEREAS, Council declares that expenditures from City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide resources to the Cincinnati Ballet to partner with 3CDC and the City to put on a month-long Nutcracker-themed activation in Washington Park are for a public purpose; now, therefore,

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

Section 1. That the transfer of \$75,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050 is authorized.

Section 2. That the transfer and appropriation of \$75,000 from the unappropriated surplus of General Fund 050 to City Manager's Office non-personnel operating budget account no. 050x101x7400 is authorized to provide resources to the Cincinnati Ballet to partner with the Cincinnati Center City Development Corporation ("3CDC") and the City to put on a month-long Nutcracker-themed activation in Washington Park in December 2024.

Section 3. That Council declares that expenditures from City Manager’s Office non-personnel operating budget account no. 050x101x7400 to provide resources to the Cincinnati Ballet to partner with 3CDC and the City to put on a month-long Nutcracker-themed activation in Washington Park are for a public purpose because this month-long event will attract additional visitors to downtown Cincinnati, providing an economic benefit to the area.

Section 4. 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 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 allocate resources to the Cincinnati Ballet before December 2024.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 16, 2024

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

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

202402188

**Subject: Emergency Ordinance – Approving and Authorizing CRA Tax Exemption Agreement with 2901 Glendora, LLC**

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Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement 2901 Glendora LLC, an affiliate of Uptown Rental Properties, LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 2901 Glendora Avenue in the Corryville neighborhood of Cincinnati, in connection with the construction of approximately 14,386 square feet of residential space consisting of eleven residential units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$3,148,356.

**STATEMENT**

**HOUSING:** The additional housing units this project will provide will go toward helping to alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to lack of supply. This project will also help to meet the demand of housing supply around the University.

**BACKGROUND/CURRENT CONDITIONS**

This project is located at the corner of University Avenue and Glendora Avenues. University Avenue is a main east-west connector street between the University of Cincinnati’s main campus and the 1819 Building at the Innovation Hub on Reading Road. This site currently has a two-story wood-frame building with a small commercial storefront that has been vacant for over five years. The building will be demolished to make way for the new construction of a building that will have eleven residential units ranging from studios to four bedrooms. The developer is seeking a Commercial Tax Abatement (CRA) for this project.

**DEVELOPER INFORMATION**

2901 Glendora LLC, an affiliate of Uptown Rental Properties LLC is the developer for this project. Uptown Rental Properties LLC started in Coryville over 35 years ago with the renovation of a single-family home, built on the premise that students needed better housing. The developer now owns and manages almost 4,000 apartments in Cincinnati

and Northern Kentucky with the majority still in Corryville on the east side of the University of Cincinnati. Uptown Rental Property has experience in renovation, rehabilitation, new construction, and property management. In addition, Uptown Rental Properties is a local investor committed to owning their properties for a long time.

**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. This is an emergency ordinance so construction pricing can stay locked in.

Attachment: Project Outline and Proposed Incentive

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

**Project Outline**

Project Name	2901 Glendora Avenue
Street Address	2901 Glendora Avenue
Neighborhood	Corryville
Property Condition	Vacant Property
Project Type	New Construction
Project Cost	Hard Construction Costs: \$3,148,365 Acquisition Costs: \$279,214 Soft Costs: \$762,667 Total Project Cost: \$4,190,246
Private Investment	Private Financing: \$206,240 Developer Equity: \$1,670,855
Sq. Footage by Use	Residential: 14,386 SF
Number of Units and Rent Ranges	1 Studio Unit; Rent \$1,300 1 2-BR Unit; Rent \$2,100 3 3-BR Units; Rent \$2,875 6 4-BR Units; Rent Range \$3,200 - \$3,500 11 Total Units
Median 2-BD Rent Affordable To	Salary: \$84,000 City Job Classification: Management-level Department positions (Assistant Directors, Managers)
Jobs and Payroll	Created FTE Positions: 1 Total Payroll for Created FTE Positions: \$60,000 Average Salary for Created FTE Positions: \$60,000 Construction FTE Positions: 29 Total Payroll for Construction FTE Positions: \$1,775,434
Location and Transit	Located within the Corryville Transit Score: 55
Community Engagement	Presented at Community Council (CC) on June 11, 2024, and the CC has provided letter of support on June 19, 2024
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 164-176)

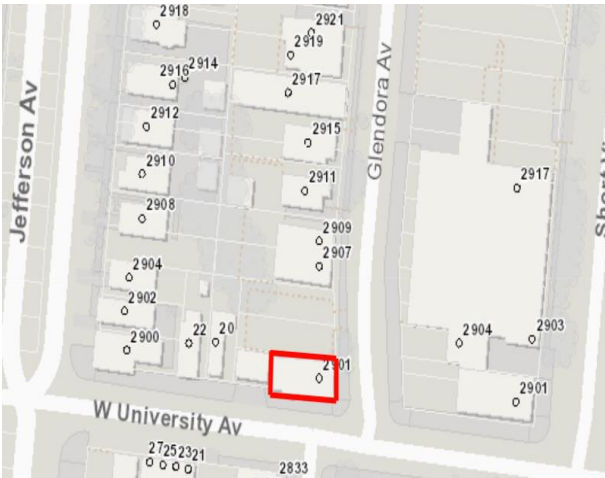
**Project Image and Site Map**



Existing Building



New Building



Site Map

**Proposed Incentive**

Incentive Terms	15-year, net 52%
Incentive Application Process	Commercial CRA – Neighborhood
“But For” (0-3 points)	Without Abatement the project has a very low rate of return With Abatement: The rate of return increases slightly making the project feasible (stabilized) Project would not proceed without an abatement. (3 points)
Environmental Building Certification (0-5 points)	LEED Gold (3 points)
VTICA (0-8 points)	Neighborhood VTICA – 15% (8 points)
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	N/A

**Potential Taxes Forgone & Public Benefit**

<b>Taxes Forgone</b>	<b>Value</b>
Annual Net Incentive to Developer	\$13,450
Total Term Incentive to Developer	\$201,753
City's Portion of Property Taxes Forgone (Term)	-
City's TIF District Revenue Forgone (Term)	\$283,230

<b>Public Benefit</b>	<b>Value</b>	
CPS PILOT	Annual	\$8,536
	Total Term	\$128,036
VTICA	Annual	\$3,880
	Total Term	\$58,198

Income Tax Total Term (Maximum)	\$40,168
Total Public Benefit (CPS PILOT, VTICA, Income Tax)	\$226,402

<b>Total Public Benefit ROI*</b>	\$1.12
<b>City's ROI**</b>	\$.14

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

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

**For Reference: 2024 Cincinnati MSA Area Median Income Limits**

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

Hamilton County, Cincinnati-Middleton OH-KY-IN HUD Metro FMR Area

## EMERGENCY

SSB

- 2024

**APPROVING, AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 2901 Glendora LLC, an affiliate of Uptown Rental Properties LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 2901 Glendora Avenue in the Corryville neighborhood of Cincinnati, in connection with the construction of approximately 14,386 square feet of residential space consisting of eleven residential units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$3,148,365.

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

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

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

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

WHEREAS, 2901 Glendora LLC (the “Company”) desires to construct approximately 14,386 square feet of residential space consisting of eleven residential units on real property at 2901 Glendora Avenue located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and



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

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

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

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

WHEREAS, the City’s Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$13,450.00; and

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

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 2901 Glendora LLC (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 2901 Glendora Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of approximately 14,386 square feet of residential space consisting of eleven residential units, to be constructed in

compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$3,148,365.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the “City”) in substantially the form of Attachment A to this ordinance;
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and
- (iii) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

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

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 2901 GLENDORA LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 2901 Glendora Avenue, Cincinnati, Ohio 45219 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the construction of a building located on the Property LEED Gold standards within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past three (3) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. The Company acknowledges that the Corryville neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Corryville neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to 15% of the real property taxes

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

- Q. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2024, passed by Cincinnati City Council on \_\_\_\_\_, 2024.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company’s representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project’s effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct approximately 14,386 square feet of residential space, consisting of 11 residential units on the Property (the “Improvements”) at an estimated aggregate cost of \$3,148,365 to commence after the execution of this Agreement and to be completed no later than December 31, 2025; *provided*, however, that the Director of the Department of Community and Economic Development (the “Housing Officer”) may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director’s judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations as well as complying with LEED Gold standards. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that

the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED Gold standards, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2025 nor extend beyond the earlier of (i) tax year 2039 or (ii) the end of the fifteenth (15<sup>th</sup>) year of exemption.

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

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

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

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

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

Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Small Business Enterprise Program.

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

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 1 full-time permanent job and (ii) 29 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$60,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$1,775,434 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been



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

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

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

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

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

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

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

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

To the City:

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

To the Company:

2901 Glendora LLC  
Attention: Patrice Eby Burke  
2718 Short Vine Street  
Cincinnati, Ohio 45219

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

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

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

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

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

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

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

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

of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

2901 GLENDORA LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Sheryl M. M. Long, City Manager

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

**Exhibit A to CRA Agreement**

LEGAL DESCRIPTION OF PROPERTY

Property Address: 2901 Glendora Avenue, Cincinnati, Ohio 45219

Auditor Parcel No.: 102-0002-0019-00

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

Beginning at the northwest corner of University Avenue (formerly Molitor Street) and Glendora Avenue (formerly Falke Street); thence running west along the north line of University Avenue ninety-four (94) feet;

thence North on a line parallel to Jefferson Street seventy-five (75) feet; thence East on a line parallel to University Avenue ninety (90) feet more or less to the west line of Glendora Avenue;

thence southwardly along the west line of Glendora Avenue seventy-five and 93/100 (75.93) feet more or less to the place of beginning; and being part of Block 31 of Wm. M. Corry's Subdivision as recorded in Deed Book 91, Page 425 of the Hamilton County, Ohio Records.

**Exhibit B to CRA Agreement**  
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED



October 16, 2024

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

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

202402182

**Subject: Ordinance – CMO: HUD Eviction Protection Grant Application**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$1,400,000 from the U.S. Department of Housing and Urban Development Eviction Protection Grant Program (ALN 14.537) to provide resources for legal representation of tenants in eviction proceedings.

This Ordinance authorizes the City Manager to apply for a grant in an amount up to \$1,400,000 from the U.S. Department of Housing and Urban Development (HUD) Eviction Protection Grant Program (ALN 14.357) to provide resources for legal representation of tenants in eviction proceedings.

If awarded the grant, the Office of Human Services intends to provide the grant resources to two nonprofit organizations: the Legal Aid Society of Greater Cincinnati and the Hamilton County Clerk of Courts Help Center.

The grant does not require matching resources or new FTEs/full time equivalents.

The City already applied for the grant by application deadline of August 20, 2024, but no grant resources will be accepted without the City Council's approval.

Providing legal representation for tenants facing eviction 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 - 163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for a grant of up to \$1,400,000 from the U.S. Department of Housing and Urban Development Eviction Protection Grant Program (ALN 14.537) to provide resources for legal representation of tenants in eviction proceedings.

WHEREAS, grant resources are available from the U.S. Department of Housing and Urban Development Eviction Protection Grant Program (ALN 14.537) of up to \$1,400,000; and

WHEREAS, if awarded the grant, the City intends to provide the grant resources to two nonprofit organizations: the Legal Aid Society of Greater Cincinnati and the Hamilton County Clerk of Courts Help Center; and

WHEREAS, the grant does not require local matching funds, and no additional FTEs/full time equivalents are necessary for this grant; and

WHEREAS, the grant application deadline was August 20, 2024, and the City already has applied for the grant, but no grant resources will be accepted without approval by Council; and

WHEREAS, providing legal representation for tenants facing eviction 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 - 163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for grant resources from the U.S. Department of Housing and Urban Development Eviction Protection Grant Program (ALN 14.537) of up to \$1,400,000 to provide resources for representation of tenants in eviction proceedings.

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

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

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 9, 2024

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – City Planning and Engagement: Amending Prior Ordinance No. 0155-2024**

202402138

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Attached is an Emergency Ordinance captioned:

**AMENDING** Ordinance No. 155-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$25,000, effective FY 2025, from the U.S. Department of the Interior’s Historic Preservation Fund (ALN 15.904) through the Ohio History Connection’s Certified Local Government Grant Program to provide resources for the development of a Multiple Property Documentation Form for the historic designation of Cincinnati’s brewery resources, to increase the grant resource value to up to \$31,481.

Approval of this Emergency Ordinance would amend prior Ordinance No. 0155-2024 which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$25,000, effective FY 2025, from the U.S. Department of the Interior’s Historic Preservation Fund (ALN 15.904) through the Ohio History Connection (OHC)’s Certified Local Government Grant Program to provide resources for the development of a Multiple Property Documentation Form, with an emphasis on lagering tunnels, for the historic designation of Cincinnati’s brewery resources, to increase the grant resources value to up to \$31,481.

On May 15, 2024, the City Council approved Ordinance No. 0155-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$25,000. The City applied for the grant before the application deadline of April 30, 2024, and was notified of the award in the amount of \$25,000 on June 27, 2024. The State Historic Preservation Office offered the City an additional \$6,481 in grant resources on September 16, 2024. Ordinance No. 0155-2024 now must be amended to reflect the new total grant award amount of \$31,481.

The grant requires a forty percent local match, which is now \$20,988, to be paid from the \$40,000 in Neighborhood Historic Preservation Program resources originally identified in Ordinance No. 0155-2024 and later transferred and appropriated to the Department of City Planning and Engagement via Ordinance No. 0205-2024.

The reason for the emergency is the immediate need to authorize the new grant award amount before the grant agreement is finalized.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

CNS

- 2024

**AMENDING** Ordinance No. 155-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$25,000, effective FY 2025, from the U.S. Department of the Interior’s Historic Preservation Fund (ALN 15.904) through the Ohio History Connection’s Certified Local Government Grant Program to provide resources for the development of a Multiple Property Documentation Form for the historic designation of Cincinnati’s brewery resources, to increase the grant resource value to up to \$31,481.

WHEREAS, on May 15, 2024, Council passed Ordinance No. 155-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$25,000, available from the U.S. Department of the Interior’s Historic Preservation Fund (ALN 15.904) through the Ohio History Connection’s Certified Local Government Grant Program, to provide resources for the development of a Multiple Property Documentation Form for Cincinnati’s historic brewery resources, with an emphasis on lagering tunnels, to be listed in the National Register of Historic Places; and

WHEREAS, the City applied for the grant prior to the application deadline of April 30, 2024, and was notified of the \$25,000 award on June 27, 2024; and

WHEREAS, on September 16, 2024, the State Historic Preservation Office offered the City an additional \$6,481 in grant resources; and

WHEREAS, the grant requires a forty percent local match that will increase by \$4,321 to a new total of \$20,988, to be paid from the \$40,000 in Neighborhood Historic Preservation Program resources originally identified in Ordinance No. 155-2024, and later transferred and appropriated to City Planning and Engagement by Ordinance No. 205-2024; and

WHEREAS, Ordinance No. 155-2024 must be amended to allow the City to accept the grant award now valued at up to \$31,481; now, therefore,

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

Section 1. That Section 1 of Ordinance No. 155-2024, approved by Council on May 15, 2024, is amended as follows:

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to ~~\$25,000~~\$31,481, effective FY 2025, from the U.S. Department of the Interior’s Historic Preservation Fund (ALN 15.904) through the Ohio History Connection’s Certified Local Government Grant Program to provide resources for the development of a Multiple Property Documentation Form for the historic designation of Cincinnati’s brewery resources.

Section 2. That all terms of Ordinance No. 155-2024 not amended or repealed by this ordinance remain in full force and effect.

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 authorize the new grant award amount before the grant agreement is finalized.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
New language underscored. Deletions struck through.

October 16, 2024

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

202402171

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

**Subject: Emergency Ordinance – DOTE: Grant for Brighton Approach Bridge**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate additional grant funds of up to \$500,000 from the Ohio Department of Transportation (ODOT) Municipal Bridge Program (ALN 20.205) to capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants,” to provide additional resources for the Brighton Approach Bridge Replacement Project; and **AUTHORIZING** the Director of Finance to deposit the additional grant resources into capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants.”

This Emergency Ordinance authorizes the City Manager to accept and appropriate additional grant funds of up to \$500,000 from the Ohio Department of Transportation (ODOT) Municipal Bridge Program to existing capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants,” to provide additional resources for the Brighton Approach Bridge Replacement Project.

On December 11, 2019, the City Council approved Ordinance No. 0482-2019, which authorized the City Manager to accept and appropriate grant resources of up to \$2,000,000 for the Brighton Approach Bridge Replacement Project. On September 11, 2024, ODOT notified the City that the maximum grant award increased from \$2,000,000 to \$2,500,000. City Council approval is required to accept and appropriate the additional grant resources.

The required five percent match will come from existing capital improvement program project account no. 980x233x242338, “Bridge Replacement Program.” No new FTEs/full time equivalents are required.

The Brighton Approach Bridge Replacement Project is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality” and the strategy to “[u]se the City’s transportation network to help facilitate economic development opportunities” as described on pages 139-142 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate additional grant resources to ensure uninterrupted progress of the construction, which is currently underway.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

CNS

**-2024**

**AUTHORIZING** the City Manager to accept and appropriate additional grant funds of up to \$500,000 from the Ohio Department of Transportation (ODOT) Municipal Bridge Program (ALN 20.205) to capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants,” to provide additional resources for the Brighton Approach Bridge Replacement Project; and **AUTHORIZING** the Director of Finance to deposit the additional grant resources into capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants.”

WHEREAS, Ordinance No. 259-2019, passed on June 26, 2019, authorized the City Manager to apply for an Ohio Department of Transportation (“ODOT”) Municipal Bridge Program (“MBP”) grant of up to \$2,000,000 to provide resources for the construction associated with the replacement of the Brighton Approach Bridge over Central Parkway; and

WHEREAS, on December 11, 2019, Council passed Ordinance No. 482-2019, which established capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants,” and authorized the City Manager to accept and appropriate grant resources of up to \$2,000,000 to the capital improvement program project for the construction of the Brighton Approach Bridge Replacement Project; and

WHEREAS, on September 11, 2024, ODOT notified the City that the maximum grant award from the MBP was increased from \$2,000,000 to \$2,500,000, meaning an additional \$500,000 in MBP grant resources is available for the City to utilize for the Brighton Approach Bridge Replacement Project for a total potential grant award of up to \$2,500,000; and

WHEREAS, acceptance of additional grant funds requires a five percent local match, which will be provided from capital improvement program project account no. 980x233x242338, “Bridge Replacement Program,” but no new FTEs/full time equivalents are associated with acceptance of this grant; and

WHEREAS, the Brighton Approach Bridge Replacement Project is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality” and the strategy to “[u]se the City’s transportation network to help facilitate economic development opportunities” as described on pages 139-142 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 additional grant funds of up to \$500,000 from the Ohio Department of Transportation (ODOT) Municipal Bridge



Program (ALN 20.205) to capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants,” to provide additional resources for the Brighton Approach Bridge Replacement Project.

Section 2. That the Director of Finance is authorized to deposit the grant funds into capital improvement program project account no. 980x233x202361, “Brighton Approach Bridge Grants.”

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept and appropriate additional grant resources to ensure uninterrupted progress of the construction, which is currently underway.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 16, 2024

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

202402175

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

**Subject: Emergency Ordinance – DOTE: Amend Ordinance No. 0272-2023**

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Attached is an Emergency Ordinance captioned:

**AMENDING** Ordinance No. 272-2023 to increase the amount of funding the City Manager is authorized to accept from the Highway Safety Improvement Program, as awarded by the Ohio Department of Transportation, from up to \$6,143,865 to up to \$9,900,000, and to appropriate the additional amount of up to \$3,756,135 to existing capital improvement program project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant,” to provide resources to right-size Harrison Avenue from Queen City Avenue to Kling Avenue by reducing vehicle lanes to three and implementing other various safety improvements along the corridor.

This Emergency Ordinance amends Ordinance No. 0272-2023 to increase the amount of funding the City Manager is authorized to accept from the Highway Safety Improvement Program (“HSIP”), as awarded by the Ohio Department of Transportation (“ODOT”), from up to \$6,143,865 to up to \$9,900,000, and to appropriate the additional amount of up to \$3,756,135 to capital improvement program project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant.” Grant resources will be used to right-size Harrison Avenue from Queen City Avenue to Kling Avenue by reducing vehicle lanes to three and implementing other various safety improvements along the corridor.

Ordinance No. 0272-2023 authorized the City Manager to accept and appropriate a HSIP grant of up to \$6,143,865 from ODOT to capital project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant.” The final grant agreement included an award amount based on a revised Engineer’s Estimate for the Harrison Avenue Improvements HSIP Grant project, which was \$3,756,135 higher than the original Engineer’s Estimate on which the grant award amount included in Ordinance No. 0272-2023 was based. Ordinance No. 0272-2023 must be amended to increase the grant amount for the City to accept and appropriate additional funding.

The reason for the emergency is the immediate need to accept and appropriate additional grant resources to ensure the uninterrupted progress of the Harrison Avenue Improvements HSIP Grant project.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KKF**

**-2024**

**AMENDING** Ordinance No. 272-2023 to increase the amount of funding the City Manager is authorized to accept from the Highway Safety Improvement Program, as awarded by the Ohio Department of Transportation, from up to \$6,143,865 to up to \$9,900,000, and to appropriate the additional amount of up to \$3,756,135 to existing capital improvement program project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant,” to provide resources to right-size Harrison Avenue from Queen City Avenue to Kling Avenue by reducing vehicle lanes to three and implementing other various safety improvements along the corridor.

WHEREAS, on August 2, 2023, Council approved Ordinance No. 272-2023, which established new capital improvement program project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant,” to provide resources to right-size Harrison Avenue from Queen City Avenue to Kling Avenue by reducing vehicle lanes to three and implementing other various safety improvements along the corridor; and

WHEREAS, Ordinance No. 272-2023 authorized the City Manager to accept and appropriate a Highway Safety Improvement Program grant of up to \$6,143,865 from the Ohio Department of Transportation to newly established capital improvement program project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant”; and

WHEREAS, the final grant agreement included an award amount based on a revised Engineer’s Estimate for the Harrison Avenue Improvements HSIP Grant project, which was \$3,756,135 higher than the original Engineer’s Estimate on which the grant award amount specified in Ordinance No. 272-2023 was based; and

WHEREAS, Ordinance No. 272-2023 must be amended to increase the grant amount so the City can accept and appropriate additional funding to the Harrison Avenue Improvements HSIP Grant project; now, therefore,

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

Section 1. That Section 2 of Ordinance No. 272-2023, approved by Council on August 2, 2023, is amended as follows:

Section 2. That the City Manager is authorized to accept and appropriate a Highway Safety Improvement Program grant of up to ~~\$6,143,865~~ \$9,900,000 from the Ohio Department of Transportation to newly established capital improvement program project account no. 980x232x242348, “Harrison Avenue Improvements HSIP Grant.”

Section 2. That all terms of Ordinance No. 272-2023 not amended in this ordinance remain in full force and effect.

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 accept and appropriate additional grant resources to ensure the uninterrupted progress of the Harrison Avenue Improvements HSIP Grant project.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deletions are struck through. Additions are underlined.

October 16, 2024

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

202402173

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

**Subject:** Emergency Ordinance – OES: Accept USDN Resilience Hub Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$30,000 from the Urban Sustainability Directors Network under the Resilience Hub Fund for Resilient Power Systems to Environment and Sustainability Fund 436 to perform a resilience hub assessment, prepare a resilience hub plan, and conduct an energy audit with solar assessment at the Urban League of Greater Southwest Ohio offices in the Avondale neighborhood; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8571.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate a grant of up to \$30,000 from the Urban Sustainability Director’s Network (“USDN”) under the Resilience Hub Fund for Resilient Power Systems to Environment and Sustainability Fund 436 to perform a resilience hub assessment, prepare a resilience hub plan, and conduct an energy audit with solar assessment at the Urban League of Greater Southwest Ohio offices in the Avondale neighborhood.

On September 11, 2024, the City Council passed Ordinance No. 0286-2024, which authorized the City Manager to apply for this USDN grant. City Council approval is required to accept and appropriate the grant.

This grant does not require matching resources or new FTEs/full time equivalents.

Developing a resilience hub assessment and plan 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” and the “Collaborate” goal to “[s]peak in a unified voice with other entities to reach regional goals” and strategy to “[a]ctively coordinate our regional efforts” as described on pages 181-186 and 213-216 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate the grant resources.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

CNS

- 2024

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$30,000 from the Urban Sustainability Directors Network under the Resilience Hub Fund for Resilient Power Systems to Environment and Sustainability Fund 436 to perform a resilience hub assessment, prepare a resilience hub plan, and conduct an energy audit with solar assessment at the Urban League of Greater Southwest Ohio offices in the Avondale neighborhood; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8571.

WHEREAS, on September 11, 2024, Council passed Ordinance No. 286-2024, which authorized the City Manager to apply for a grant of up to \$30,000 from the Urban Sustainability Directors Network (“USDN”) to perform a resilience hub assessment, prepare a resilience hub plan, and conduct an energy audit with solar assessment at the Urban League of Greater Southwest Ohio (“ULGSO”) offices in the Avondale neighborhood; and

WHEREAS, the City was awarded the grant on September 18, 2024, but Council approval is required to accept and appropriate the grant; and

WHEREAS, a community codeveloped resilience hub assessment and resilience hub plan will help meet the needs of Avondale residents by providing the next steps towards a solar array, a battery backup, energy efficiency upgrades, emergency preparedness, disaster recovery capabilities, job and life skills training, resource access, extreme heat and cold shelter, and connections to nature; and

WHEREAS, a resilience hub also could improve social cohesion by serving as a safe gathering space and a point of community preparedness; and

WHEREAS, because the City is a member of USDN, it served as the lead applicant on the USDN grant application, but the ULGSO and Groundwork Ohio will serve as sub-awardees of the grant; and

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

WHEREAS, developing a resilience hub assessment and plan 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” and the “Collaborate” goal to “[s]peak in a unified voice with other entities to reach regional goals” and strategy to “[a]ctively coordinate our regional efforts” as described on pages 181-186 and 213-216 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 grant of up to \$30,000 from the Urban Sustainability Directors Network under the Resilience Hub Fund for Resilient Power Systems to Environment and Sustainability Fund 436 to perform a resilience hub assessment, prepare a resilience hub plan, and conduct an energy audit with solar assessment at the Urban League of Greater Southwest Ohio offices in the Avondale neighborhood.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8571.

Section 3. That the proper City officials are authorized to do all things necessary and proper to comply with 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 the grant resources.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk



October 16, 2024

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

202402180

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

**Subject: Emergency Ordinance – OES: Energy Futures Grant**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$499,917 from the Energy Futures Grant Program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436 to research strategies that will reduce the energy burden for disadvantaged communities through deployment of community solar power and implementation of new rate structures; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEEF, “FY 2025 DOE Energy Futures Grant.”

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$499,917 from the Energy Futures Grant program (ALN 81.041) awarded by the United States Department of Energy (DOE) to Environment and Sustainability Fund 436. Grant resources will be used to research strategies to reduce the energy burden for disadvantaged communities through deployment of community solar power and implementation of new rate structures.

The City has already applied for the grant, but no grant funds will be accepted without approval by the City Council.

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

Accepting grant resources to research strategies to reduce energy burdens for disadvantaged communities is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options and improve housing quality and affordability” and strategy to “[e]venly distribute housing that is affordable throughout the city” as described on pages 164 – 174 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to meet established grant deadlines.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment



**EMERGENCY**

MSS

2024

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$499,917 from the Energy Futures Grant Program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436 to research strategies that will reduce the energy burden for disadvantaged communities through deployment of community solar power and implementation of new rate structures; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEEF, “FY 2025 DOE Energy Futures Grant.”

WHEREAS, a grant of up to \$499,917 is available from the United States Department of Energy through the Energy Futures Grant Program (ALN 81.041) to research strategies that will reduce the energy burden for disadvantaged communities through deployment of community solar power and implementation of new rate structures; and

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

WHEREAS, the City already applied for the grant to meet the grant application deadline, but no grant funds will be accepted without approval by Council; and

WHEREAS, accepting grant resources to research strategies to reduce energy burdens for disadvantaged communities is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options and improve housing quality and affordability” and strategy to “[e]venly distribute housing that is affordable throughout the city” as described on pages 164 - 174 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 \$499,917 from the Energy Futures Grant Program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436 to research strategies that will reduce the energy burden for disadvantaged communities through deployment of community solar power and implementation of new rate structures.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEEF, “FY 2025 DOE Energy Futures 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 meet established grant deadlines.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 16, 2024

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

202402186

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

**Subject: Emergency Ordinance – OES: DOE IRA Grant for Ohio High Performance Building Hub**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$10,000,000 from the United States Department of Energy Inflation Reduction Act of 2022 Assistance for the Adoption of the Latest and Zero Building Energy Codes program (ALN 81.117) to provide resources to help create the Ohio High Performance Building Hub and to assist with the implementation of building performance standards in Cincinnati, Columbus, Dayton, and Cleveland; and **AUTHORIZING** the Director of Finance to deposit grant resources into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEIRA, “FY 2025 DOE Ohio High Performance Building Hub.”

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$10,000,000 from the U.S. Department of Energy (DOE) Inflation Reduction Act (IRA) of 2022 Assistance for the Adoption of the Latest and Zero Building Energy Codes program (ALN 81.117) to help create the Ohio High Performance Building Hub and implement building performance standards in Cincinnati, Columbus, Dayton, and Cleveland.

The \$10,000,000 grant is anticipated to be received over a period of five to seven years. The grant award includes four Ohio cities, including Cincinnati, Columbus, Dayton, and Cleveland, as well as the Midwest Energy Efficiency Alliance and Power a Clean Future Ohio as grant sub-recipients.

The City has already applied for the grant, but no grant funds will be accepted without approval by the City Council. The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant.

Creating the Ohio High Performance Building Hub to assist with the implementation of building performance standards 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 181-186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant funds to create the Ohio High Performance Building Hub and implement building performance standards in Cincinnati, Columbus, Dayton, and Cleveland.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

AKS

- 2024

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$10,000,000 from the United States Department of Energy Inflation Reduction Act of 2022 Assistance for the Adoption of the Latest and Zero Building Energy Codes program (ALN 81.117) to provide resources to help create the Ohio High Performance Building Hub and to assist with the implementation of building performance standards in Cincinnati, Columbus, Dayton, and Cleveland; and **AUTHORIZING** the Director of Finance to deposit grant resources into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEIRA, “FY 2025 DOE Ohio High Performance Building Hub.”

WHEREAS, a grant of up to \$10,000,000 is available from the United States Department of Energy Inflation Reduction Act of 2022 Assistance for the Adoption of the Latest and Zero Building Energy Codes program (ALN 81.117) to provide resources to help create the Ohio High Performance Building Hub and to assist with the implementation of building performance standards in four Ohio cities, including Cincinnati, Columbus, Dayton, and Cleveland; and

WHEREAS, the grant award includes the cities of Columbus, Dayton, and Cleveland, as well as the Midwest Energy Efficiency Alliance and Power a Clean Future Ohio as sub-recipients; and

WHEREAS, the Midwest Energy Efficiency Alliance will assist the City of Cincinnati with the establishment of the Ohio High Performance Building Hub; and

WHEREAS, the grant will be received on a reimbursement basis over a five to seven year disbursement period, with the goal to complete disbursements after five years; and

WHEREAS, assuming a five-year grant disbursement period, each of the four cities will receive \$100,000 annually, for a combined total of \$2,000,000; and

WHEREAS, for administration of the grant, the City of Cincinnati is anticipated to receive an additional \$150,000 to \$200,000; and

WHEREAS, Power a Clean Future Ohio will receive \$100,000 and the Midwest Energy Efficiency Alliance is expected to receive up to \$7,700,000 to create and operate the Ohio High Performance Building Hub; and

WHEREAS, if the disbursement period extends beyond five years, each of the four cities will receive an additional \$100,000 annually, which will be deducted from the \$7,700,000 for the Midwest Energy Efficiency Alliance, but the grant award will not exceed \$10,000,000 in total; and

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

WHEREAS, the City already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, creating the Ohio High Performance Building Hub to assist with the implementation of building performance standards 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 181-186 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 \$10,000,000 from the United States Department of Energy Inflation Reduction Act of 2022 Assistance for the Adoption of the Latest and Zero Building Energy Codes program (ALN 81.117) to provide resources to help create the Ohio High Performance Building Hub and to assist with the implementation of building performance standards in Cincinnati, Columbus, Dayton, and Cleveland.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund 436x8543, Office of Environment and Sustainability project account no. 25DOEIRA, “FY 2025 DOE Ohio High Performance Building Hub.”

Section 3. 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 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 funds to create the Ohio High Performance

Building Hub and implement building performance standards in Cincinnati, Columbus, Dayton, and Cleveland.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 9, 2024

**To:** Mayor and Members of Council

202402155

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

**Subject: Emergency Ordinance – Police: FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$252,873 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation (ALN 16.738) to provide funding for additional Police Visibility Overtime and for the Sexual Assault Advocate program contract with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478x8553, project account no. 24JAG.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$252,873 from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation (ALN 16.738) to provide funding for additional Police Visibility Overtime (PVO) and for the Sexual Assault Advocate program contract with Women Helping Women (WHW). This Emergency Ordinance further authorizes the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478x8553, project account no. 24JAG.

The FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation is available through the U.S. Department of Justice (DOJ) to be jointly awarded to the City of Cincinnati and Hamilton County. The City and the County will negotiate a Memorandum of Understanding (MOU) intended to specify that the grant will be divided equally, less a ten percent administrative fee charge to the County by the City, resulting in a total received by the City of up to \$139,080.

There are no new FTEs/full time equivalents associated with this grant, and no matching funds are required.

In order to meet the grant application deadline of October 22, 2024, the City may submit its application prior to receiving City Council’s approval, but no grant funds will be accepted without prior City Council approval.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The reason for the emergency is to ensure timely acceptance of the grant funds.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

**IMD**

**- 2024**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$252,873 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation (ALN 16.738) to provide funding for additional Police Visibility Overtime and for the Sexual Assault Advocate program contract with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478x8553, project account no. 24JAG.

WHEREAS, a grant of up to \$252,873 is available from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation (ALN 16.738) to be jointly awarded to the City of Cincinnati and Hamilton County, Ohio (the “County”); and

WHEREAS, if awarded, the City and the County will negotiate a Memorandum of Understanding specifying that the grant will be divided equally, less a ten percent administrative fee charged to the County by the City, resulting in the City receiving a total of up to \$139,080; and

WHEREAS, the Cincinnati Police Department intends to use the grant funds to support additional Police Visibility Overtime and the Sexual Assault Advocate program contract with Women Helping Women; and

WHEREAS, acceptance of the grant requires no matching funds, and there are no FTEs/full time equivalents associated with the grant; and

WHEREAS, in order to meet the grant application deadline of October 22, 2024, the City may submit its application prior to receiving Council’s approval, but no grant funds will be accepted without approval by Council; and

WHEREAS, acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$252,873 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Edward Byrne Memorial Justice Assistance Grant Program – Local



Solicitation (ALN 16.738) to provide funding for additional Police Visibility Overtime and for the Sexual Assault Advocate program contract with Women Helping Women.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Justice Assistance Grant Fund 478x8553, project account no. 24JAG.

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 to ensure timely acceptance of the grant funds.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 16, 2024

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

202402174

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

**Subject: Emergency Ordinance – Cincinnati Police Department (CPD):  
Amending Ordinance No. 0229-2024**

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Attached is an Emergency Ordinance captioned:

**AMENDING** Ordinance No. 229-2024 to increase the amount of grant funds for which the City Manager is authorized to apply for, accept, and appropriate, from \$275,000 to \$298,000.

This Emergency Ordinance would amend Ordinance No. 0229-2024 to increase the amount of grant funds for which the City Manager is authorized to apply for, accept, and appropriate, from \$275,000 to \$298,000.

On June 12, 2024, the City Council approved Ordinance No. 0229-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$275,000 through a State Homeland Security Program Grant (ALN 97.067), from the United State Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), administered by the State of Ohio Department of Public Safety (ODPS), Ohio Emergency Management Agency (OEMA), to enhance and sustain the Greater Cincinnati Fusion Center (GCFC).

When the City Council approved Ordinance No. 0229-2024, the Cincinnati Police Department expected to receive up to \$275,000 in grant funds. Instead, the amount of grant funds available increased to \$298,000. Ordinance No. 0229-2024 must be amended to allow the City to now apply for, accept, and appropriate up to \$298,000 in grant funds.

The reason for the emergency is the immediate need to comply with the grant acceptance deadline and the grant requirements.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KKF**

**- 2024**

**AMENDING** Ordinance No. 229-2024 to increase the amount of grant funds for which the City Manager is authorized to apply for, accept, and appropriate, from \$275,000 to \$298,000.

WHEREAS, on June 12, 2024, Council approved Ordinance No. 229-2024, which authorized the City Manager to apply for, accept, and appropriate a grant of up to \$275,000 through a State Homeland Security Program Grant (ALN 97.067) from the United States Department of Homeland Security, Federal Emergency Management Agency, administered by the State of Ohio Department of Public Safety, Ohio Emergency Management Agency, to enhance and sustain the Greater Cincinnati Fusion Center; and

WHEREAS, the amount of grant funds available increased to \$298,000; and

WHEREAS, Ordinance No. 229-2024 must be amended to allow the City Manager to apply for, accept, and appropriate grant funds at the increased amount; now, therefore;

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

Section 1. That Section 1 of Ordinance No. 229-2024, approved by Council on June 12, 2024, is amended as follows:

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to ~~\$275,000~~\$298,000, effective in FY 2025, through a Fiscal Year 2024 State Homeland Security Program Grant (ALN 97.067) from the United States Department of Homeland Security, Federal Emergency Management Agency, administered by the State of Ohio Department of Public Safety, Ohio Emergency Management Agency, to enhance and sustain the Greater Cincinnati Fusion Center.

Section 2. That all terms of Ordinance No. 229-2024 not amended or repealed by this ordinance remain in full force and effect.

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 comply with the grant acceptance deadline and the grant requirements.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

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New language is underscored. Deleted language is struck through.

October 9, 2024

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

202402140

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

**Subject: Ordinance – Cincinnati Recreation Commission (CRC):  
Madisonville Recreation Field In-Kind Donation**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$150,000 for the installation of a turf infield at the Madisonville Recreation Area.

Approval of this Ordinance would authorize the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$150,000 for the installation of a turf infield at the Madisonville Recreation Area.

Playground Equipment Services, a local Cincinnati company, will be responsible for ensuring the project is constructed in compliance with all applicable state and local rules, regulations, and building codes, and will provide necessary design drawings and obtain necessary permits. The donated goods and services will be provided pursuant to a separate donation agreement being negotiated between the Cincinnati Recreation Commission and the RCF.

This in-kind donation falls outside the parameters of Ordinance No. 0317-2023, and therefore requires discrete approval.

There are no new FTEs/full time equivalents or matching funds associated with the acceptance of this in-kind donation.

Acceptance of this donation of turf infield installation at Madisonville Recreation Area is in accordance with the “Live” goal to “[b]uild a robust public life” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 149 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$150,000 for the installation of a turf infield at the Madisonville Recreation Area.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) and the Cincinnati Reds Community Fund (“RCF”) have been working cooperatively for several years to provide area youth and adult leagues the best baseball and softball experience possible; and

WHEREAS, RCF, a local Cincinnati non-profit organization, has generously offered to donate goods and professional services valued at up to \$150,000 to install a turf infield at Madisonville Recreation Area, including construction materials and labor associated with the installation; and

WHEREAS, as a condition for the cash donation, RCF required that Playground Equipment Services perform the work for the installation of the turf infield at the Madisonville Recreation Area due to their expertise with such work; and

WHEREAS, Playground Equipment Services will be responsible for ensuring the project is constructed in compliance with all applicable state and local rules, regulations, and building codes, and will provide necessary design drawings and obtain necessary permits; and

WHEREAS, the donated goods and services will be provided pursuant to a separate donation agreement being negotiated between CRC and RCF; and

WHEREAS, acceptance of this donation requires no matching funds; and

WHEREAS, there are no additional FTEs/fulltime equivalents associated with this donation; and

WHEREAS, authorization to accept this in-kind donation is necessary due to the value of the in-kind donation exceeding the \$5,000 maximum value for individual in-kind contributions authorized via Ordinance No. 317-2023; and

WHEREAS, accepting this donation of turf infield installation at Madisonville Recreation Area is in accordance with the “Live” goal to “[b]uild a robust public life” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 149 and 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$150,000 for the installation of a turf infield at the Madisonville Recreation Area.

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

Section 3. That the City Manager is authorized to enter into any and all agreements necessary to accept and utilize the donated goods and services.

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

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 21, 2024

**To:** Members of the Budget and Finance Committee

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

202402212

**Subject: Ordinance – Cincinnati Recreation Commission: Madisonville Recreation Field Donation (B Version)**

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Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x199x251923, “Madisonville Baseball Field RCF,” to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; **AUTHORIZING** the City Manager to accept a donation of \$150,000 from the Reds Community Fund to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; **AUTHORIZING** the Director of Finance to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, “Contributions For Recreation Purposes,” to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; and **AUTHORIZING** the City Manager to transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, “Contributions For Recreation Purposes,” into newly established capital improvement program project account no 980x199x251923, “Madisonville Baseball Field RCF,” to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area;

The B Version of this Ordinance represents a change to correctly characterize the nature of the donation for the Madisonville Recreation Area. The donation was previously described as an in-kind donation of goods and professional services valued at up to \$150,000 from Playground Equipment Services for the installation of a turf infield at the Madisonville Recreation Area. However, the donation is instead a monetary donation from the Reds Community Fund (RCF) in the amount of \$150,000, which will be deposited into Contributions For Recreation Purposes Fund 319 and then transferred and appropriated into newly established capital improvement program project account no. 980x199x251923, “Madisonville Baseball Field RCF”.

As a condition of the donation, RCF requires that Playground Equipment Services perform the work for the installation of the turf infield at the Madisonville Recreation Area due to their expertise with such work. Playground Equipment Services, a local Cincinnati company, remains responsible for ensuring the project is constructed in compliance with all applicable state and local rules, regulations, and building codes, and will provide necessary design drawings and obtain necessary permits.



In addition to the \$150,000 donation from RCF, the Cincinnati Recreation Commission will contribute approximately \$200,315 from existing capital improvement program project account no. 980x199x251918, "Outdoor and Athletics Facilities Renovation-COT" toward the installation of a turf infield and related improvements at the Madisonville Recreation Area. There are no new FTEs/full time equivalents associated with the donation.

Acceptance of this donation to support turf infield installation and related improvements at Madisonville Recreation Area is in accordance with the "Live" goal to "[b]uild a robust public life" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as described on pages 149 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**ESTABLISHING** new capital improvement program project account no. 980x199x251923, “Madisonville Baseball Field RCF,” to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; **AUTHORIZING** the City Manager to accept a donation of \$150,000 from the Reds Community Fund to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; **AUTHORIZING** the Director of Finance to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, “Contributions For Recreation Purposes,” to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area; and **AUTHORIZING** the City Manager to transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, “Contributions For Recreation Purposes,” into newly established capital improvement program project account no. 980x199x251923, “Madisonville Baseball Field RCF,” to provide resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) and the Reds Community Fund (“RCF”) have been working cooperatively for several years to provide area youth and adult leagues the best baseball and softball experience possible; and

WHEREAS, RCF, a local Cincinnati non-profit organization, has generously offered to donate \$150,000 to the City to support the installation of a turf infield at Madisonville Recreation Area; and

WHEREAS, as a condition for the cash donation, RCF requires that Playground Equipment Services perform the work for the installation of the turf infield at the Madisonville Recreation Area due to its expertise with such work; and

WHEREAS, in addition to the \$150,000 from RCF, CRC will contribute approximately \$200,315 from existing capital improvement program project account no. 980x199x251918, “Outdoor and Athletics Facilities Renovation-COT,” toward the installation of a turf infield and related improvements at the Madisonville Recreation Area; and

WHEREAS, accepting this donation to support the turf infield installation and related improvements at the Madisonville Recreation Area is in accordance with the “Live” goal to “[b]uild a robust public life” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 149 and 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x199x251923, “Madisonville Baseball Field RCF,” to provide

resources for the installation of a turf infield and related improvements at the Madisonville Recreation Area (“the project”).

Section 2. That the City Manager is authorized to accept a donation of \$150,000 from the Reds Community Fund to provide resources for the project.

Section 3. That the Director of Finance is authorized to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, “Contributions For Recreation Purposes,” to provide resources for the project.

Section 4. That \$150,000 is transferred and appropriated from the unappropriated surplus of Fund 319 “Contributions For Recreation Purposes,” into newly established capital improvement program project account no. 980x199x251923, “Madisonville Baseball Field RCF,” to provide resources for the project.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the donation and Sections 1 through 4.

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

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

October 16, 2024

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

202402187

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

**Subject: Emergency Ordinance – Parks: Then and Now Payment to Doppes Lumber**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$3,288.22 from Parks Department Parks Private Endowment and Donations Fund 430 non-personnel operating budget account no. 430x202x3126x7332 to Doppes Lumber for charges related to the purchase of lumber and supplies during the period of May 10, 2024, through June 28, 2024.

Approval of this Emergency Ordinance authorizes the payment of \$3,288.22 from existing resources in the Parks Department Parks Private Endowment and Donations Fund 430 non-personnel operating budget account no. 430x202x3126x7332 to Doppes Lumber for charges related to the purchase of lumber and supplies during the period of May 10, 2024, through June 28, 2024, pursuant to the attached then and now certificate from the Director of Finance.

From May 10, 2024, through June 28, 2024, the Parks Department placed orders with Doppes Lumber (“Doppes”) for lumber and supplies. Supplies ordered from Doppes totaled \$15,434.86. However, only \$12,146.64 was encumbered leaving a difference of \$3,288.22, due to the mistaken belief that sufficient funds had been encumbered.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance issued the attached certificate, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the contract began and at the time the attached certificate was issued.

The reason for the emergency is the immediate need to pay Doppes Lumber for the outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

**EMERGENCY**

MSS

- 2024

**AUTHORIZING** the payment of \$3,288.22 from Parks Department Parks Private Endowment and Donations Fund 430 non-personnel operating budget account no. 430x202x3126x7332 to Doppes Lumber for charges related to the purchase of lumber and supplies during the period of May 10, 2024, through June 28, 2024.

WHEREAS, from May 10, 2024, through June 28, 2024, the Parks Department (“Parks”) placed orders with Doppes Lumber (“Doppes”) for lumber and supplies; and

WHEREAS, prior to placing its first order, Parks encumbered \$12,146.64 through a blanket Delivery Order to pay for the lumber and supplies; and

WHEREAS, different employees separately ordered materials totaling \$15,434.86 from Doppes based on the blanket Delivery Order in the mistaken belief that sufficient funds had been encumbered to cover the cost of their separate orders; and

WHEREAS, instead, the total cost of the orders exceeded the encumbrance by \$3,288.22; and

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the materials were ordered and at the time the attached certificate was issued; and

WHEREAS, Parks has implemented training and changes to its policies and procedures to address the issue that caused this error; and

WHEREAS, Council desires to provide payment to Doppes for its outstanding obligation of \$3,288.22 for lumber supplies delivered to the Parks Department; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$3,288.22 from Parks Department Parks Private Endowment and Donations Fund 430 non-personnel operating budget account no. 430x202x3126x7332 to Doppes Lumber pursuant to the attached certificate from the Director of Finance for outstanding charges related to the purchase of lumber and supplies during the period of May 10, 2024, through June 28, 2024.

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 Doppes Lumber for the outstanding charges in a timely manner.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**CITY OF CINCINNATI**  
**DIRECTOR OF FINANCE**  
**THEN AND NOW CERTIFICATE**

I, Karen Alder, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, the City of Cincinnati (“City”) and Doppes Lumber (“Doppes”) entered into an agreement (“Agreement”) on April 1, 2023, for the provision of lumber supplies for certain Parks Department projects; and

WHEREAS, the term of the Agreement was renewed automatically for an additional year on April 1, 2024;

WHEREAS, under the Agreement, Doppes provided lumber supplies to the City in a series of deliveries pursuant to the Agreement from May 10, 2024, through June 28, 2024; and

WHEREAS, the funds that had been encumbered for these purchases on May 10, 2024, were insufficient to cover the final invoice in the amount of \$3,288.22; and

WHEREAS, Doppes therefore has not been compensated for the lumber supplies it provided in the amount of \$3,288.22;

NOW, THEREFORE,

1. As of May 10, 2024, and as of the date this certificate was executed, I hereby verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods delivered under the Agreement and all orders thereunder, including but not limited to the delivery and order reflected in the final invoice of June 28, 2024. This verification is conditioned upon and subject to Council’s approval of an ordinance authorizing the drawing of a warrant in payment of the amount due to Doppes Lumber under the Agreement and order.

Signed,

  
\_\_\_\_\_

Karen Alder, Director of Finance  
City of Cincinnati

Date: 10/7/24

October 16, 2024

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

202402183

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

**Subject: Emergency Ordinance – Cincinnati Recreation Commission (CRC): Playground Equipment Services Moral Obligation**

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Attached is an Emergency Ordinance captioned:

**AMENDING** Ordinance No. 169-2024, which authorized the City Manager to accept a cash donation of \$89,000 from the Cincinnati Reds Community Fund and an in-kind donation of goods and professional services from Playground Equipment Services, Inc. valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area by correctly identifying the source of the in-kind donation of goods and professional services as the Cincinnati Reds Community Fund; and **AUTHORIZING** payment of \$61,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x231903, “Athletics Facilities Renovation,” and \$89,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to Playground Equipment Services, Inc. as a moral obligation for the installation of a turf infield at the Bond Hill Recreation Area sports field and recreation area; and **AUTHORIZING** the City Manager to provide payment of \$150,000 to Playground Equipment Services, Inc. upon its acceptance of the terms and conditions contained in the attached unexecuted proposed contract.

Approval of this Emergency Ordinance will amend Ordinance No. 0169-2024 to correctly identify the source of an in-kind donation of goods and professional services as being from the Cincinnati Reds Community Fund (RCF) valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area. Additionally, the Emergency Ordinance will authorize payment of \$61,000 from capital improvement program project account no. 980x199x231903, “Athletics Facilities Renovation” and \$89,000 from capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to Playground Equipment Services, Inc. as a moral obligation for the installation of a turf infield at the Bond Hill Recreation Area.

On May 22, 2024, the City Council passed Ordinance No. 0169-2024, which authorized the City Manager to accept an in-kind donation of goods and professional services from Playground Equipment Services, Inc. valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area. Ordinance No. 0169-2024 misidentified Playground Equipment Services, Inc. as the source of the in-kind donation of goods and professional services valued at up to \$61,000 for the installation



of a turf infield at the Bond Hill Recreation Area. RCF is the correct source of the donation of goods and services. As a condition of the cash donation, RCF required that Playground Equipment Services, Inc. perform the work for the installation of the turf infield at the Bond Hill Recreation Area due to their expertise with such work, and a direct award was approved. Playground Equipment Services, Inc. completed the installation of the turf infield at the Bond Hill Recreation Area before a contract could be executed, and, in turn, necessitated a moral obligation.

The reason for the emergency is the immediate need to pay Playground Equipment Services, Inc. in a timely manner for services provided to the Cincinnati Recreation Commission.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

## EMERGENCY

LES

- 2024

**AMENDING** Ordinance No. 169-2024, which authorized the City Manager to accept a cash donation of \$89,000 from the Cincinnati Reds Community Fund and an in-kind donation of goods and professional services from Playground Equipment Services, Inc. valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area by correctly identifying the source of the in-kind donation of goods and professional services as the Cincinnati Reds Community Fund; **AUTHORIZING** payment of \$61,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x231903, “Athletics Facilities Renovation,” and \$89,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to Playground Equipment Services, Inc. as a moral obligation for the installation of a turf infield at the Bond Hill Recreation Area sports field and recreation area; and **AUTHORIZING** the City Manager to provide payment of \$150,000 to Playground Equipment Services, Inc. upon its acceptance of the terms and conditions contained in the attached unexecuted proposed contract.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) and the Cincinnati Reds Community Fund (“RCF”) have been working cooperatively for several years to provide the best baseball and softball experience possible to area youth and adult leagues; and

WHEREAS, the estimated total cost of the installation of a turf infield and revitalization of the ballfield at the Bond Hill Recreation Area was estimated to be \$300,000, which sum consisted of a cash contribution of \$89,000 from the Cincinnati Reds Community Fund, an in-kind contribution from the Cincinnati Reds Community Fund valued at up to \$61,000, and contributions from various existing CRC capital improvement program project accounts of \$150,000; and

WHEREAS, on May 22, 2024, Council passed Ordinance No. 169-2024, which authorized the City Manager to accept a cash donation of \$89,000 from RCF and an in-kind donation of goods and professional services from Playground Equipment Services, Inc. valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area; and

WHEREAS, Ordinance No. 169-2024 misidentified Playground Equipment Services, Inc. as the source of the in-kind donation of goods and professional services valued at up to \$61,000, and instead RCF is the correct source of the in-kind donation of goods and services valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area; and

WHEREAS, as a condition for the cash donation, RCF required that Playground Equipment Services (“PES”) perform the work for the installation of the turf infield at the Bond Hill Recreation Area due to its expertise with such work, and the City approved a direct award to PES in accordance with Cincinnati Municipal Code Section 321-87; and

WHEREAS, PES completed the installation of the turf infield at the Bond Hill Recreation Area before a contract could be executed; and

WHEREAS, CRC staff has been educated on the best practices for coordinating and negotiating contracts prior to the receipt of services to prevent moral obligations in the future; and

WHEREAS, sufficient resources are available in Cincinnati Recreation Commission capital improvement program project account no. 980x199x231903, "Athletics Facilities Renovation," and Cincinnati Recreation Commission capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," to pay PES for these services; and

WHEREAS, Council desires to provide payment of \$150,000 to PES for such services and authorizes the City Manager to provide such payment upon PES's acceptance of the terms and conditions contained in the attached unexecuted proposed contract; now, therefore,

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

Section 1. That Sections 1 through 5 of Ordinance No. 169-2024, approved by Council on May 22, 2024, are amended as follows:

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," to provide resources for the installation of a turf infield at the Bond Hill Recreation Area Center.

Section 2. That the City Manager is authorized to accept a donation of \$89,000 from the Reds Community Fund to provide resources for the installation of a turf infield at the Bond Hill Recreation Area Center.

Section 3. That the Director of Finance is authorized to deposit \$89,000 from the Reds Community Fund into Fund 319, "Contributions For Recreation Purposes," to provide resources for the installation of a turf infield at the Bond Hill Recreation Area Center.

Section 4. That the City Manager is authorized to transfer and appropriate \$89,000 from the unappropriated surplus of Fund No. 319 "Contributions for Recreation Purposes" into newly established capital improvement program project account no. 980x199x241917 "Bond Hill Baseball Field RCF," to provide resources for the installation of a turf infield at the Bond Hill Recreation Area Center.

Section 5. That the City Manager is hereby authorized to accept an in-kind donation of goods and professional services from ~~Playground Equipment Services~~ the Reds Community Fund valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area.

Section 2. That all terms of Ordinance No. 169-2024 not amended in this ordinance remain in full force and effect.

Section 3. That the Director of Finance is authorized to make a total payment of \$150,000 to Playground Equipment Services, Inc. as follows: \$61,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x231903, "Athletics Facilities Renovation," and \$89,000 from Cincinnati Recreation Commission capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," in compliance with the provisions of Section 4 of this ordinance and as a moral obligation for services provided to the Cincinnati Recreation Commission.

Section 4. That the City Manager is authorized to provide payment of \$150,000 to Playground Equipment Services, Inc. upon its acceptance of the terms and conditions contained in the attached unexecuted proposed contract.

Section 5. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 4 of this ordinance.

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 pay Playground Equipment Services, Inc. in a timely manner for services provided to the Cincinnati Recreation Commission.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Deletions are struck through. Additions are underlined.

Expiration Date \_\_\_\_\_  
Optional Renewals \_\_\_\_\_  
Insurance Required \_\_\_ Y \_\_\_ N  
Maximum Amt. of Contract  
\$ \_\_\_\_\_  
Terms \_\_\_\_\_



**OFFICE OF PROCUREMENT**  
**Two Centennial Plaza**  
**805 Central Avenue, Suite 234**  
**Cincinnati, Ohio 45202-1947**

# CONTRACT

**BETWEEN**

**THE CITY OF CINCINNATI**  
**PARTY OF THE FIRST PART**  
**AND**

**PLAYGROUND EQUIPMENT SERVICES, L.L.C.**

**Party of the Second Part**  
**3460 Oakmeadow Lane**  
**Cincinnati, OH 45239**  
**Phone No. 513-923-2333**

Vendor Contact: Andy Barlow: [eric@playgroundequipmentservices.com](mailto:eric@playgroundequipmentservices.com)

**START DATE**  
**CONTRACT No. 243C009157**  
**BID No. N/A**  
**COMMODITY CLASS No. 90917**  
**MATERIAL OR SERVICES**  
**BOND HILL RECREATION**  
**AREA TURF INFIELD**  
**REQUIRED FOR**  
Cincinnati Recreation Commission  
**BUYER** Margaret Allen-Elkanick  
[Margaret.Elkanick@cincinnati-oh.gov](mailto:Margaret.Elkanick@cincinnati-oh.gov)

**DISTRIBUTION:**

- Finance
- Contractor
- Purchasing
- Requisitioning Department
- Buyer

### INSTRUCTIONS FOR EXECUTING CONTRACT

**CONTRACT:** The contract must be signed in full by the Contractor, as specified below, and returned to the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947. A copy will be returned to the Contractor when fully executed by the City.

**CORPORATION:** If a corporation, the contract must be signed with full name of the corporation, followed by the **signature of the President, Vice-President, or persons authorized to bind it in the matter. Should other than the President or Vice-President sign the contract, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.**

**LLC:** Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

**PARTNERSHIP:** If a partnership, the full name of all the partners composing the same must be given and the contract signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.  
Jones-Smith Company, by John Jones, a partner."

**SOLE OWNERSHIP:** If sole ownership, contract should be signed in the following manner:

"John Jones, Sole Owner."

**BOND OR CERTIFIED CHECK:** A bond or certified check must be submitted by the Contractor to guarantee the faithful performance of the contract on the form provided on the final sheet hereof.

### INSTRUCTIONS FOR EXECUTING PERFORMANCE BOND

**SURETY REQUIRED:** The performance bond must be executed by an authorized surety, guaranty or trust company. The surety required must be in the amount specified on the final page. The City shall determine the amount and sufficiency of all sureties.

**CORPORATE SURETY:** If corporate surety is furnished, the surety or guaranty company must indicate in the bond the State in which it is incorporated. It is necessary that a certificate of authority authorizing the "attorney-in-fact" to sign the bond accompany the same, unless the certificate is on file in the office of the City Purchasing Agent, Cincinnati, Ohio.

**MISCELLANEOUS REQUIREMENTS:** If the principal is a "partnership", the names of all of the partners composing the same must be given, and the bond signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner". All signatures must be in full. The bond must be witnessed. A certified check may be submitted in lieu of the bond, made payable to the Treasurer of the City of Cincinnati and drawn on a solvent bank.

## GENERAL CONDITIONS AND TERMS OF AGREEMENT

- 1) **General:** The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, Specifications, Plans, Profiles or Drawings applying to the original proposal are made a part of the contract.
- 2) **Definitions:** The term "City" wherever used in the contract shall mean the City of Cincinnati, the party of the first part, acting through its City Manager or his properly authorized agent.

In the event that the contract is entered into in behalf of an independent board or commission, such as the Board of Park Commissioners, Recreation Commission, Board of Health, etc., wherever the term "City" or "City Manager" is used in the contract, conditions, specifications, or bond, it shall mean whatever independent board is concerned, acting through its president or his properly authorized agent.

The term "Contractor" wherever used in the contract shall mean the party of the second part entering into a contract with the City for furnishing materials, supplies, or equipment, or for the performance of the work set forth herein.
- 3) **Infringements and Indemnification:** The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; and the Contractor further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the Contractor, his servants, or agents.

To this extent the contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City, whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided shall be set forth in the bid document.
- 4) **Default Provisions:** In case of default by the Contractor, the City of Cincinnati may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
- 5) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 6) **Workers' Compensation:** Insofar as Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance Fund the necessary premiums, whenever such certificates are required by the bid document.
- 7) **Delivery:** Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.
- 8) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.

The Office of Procurement will continue to issue the exemption certificates upon request.
- 9) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
- 10) **Invoices:** Must be prepared upon the standard invoice of the Contractor.
- 11) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the City when the materials, supplies, equipment or the work performed has been fully delivered or completed to the full satisfaction of the City.
- 12) **Policy of Non-Discrimination:**
  - a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
  - b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.
- 13) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**
- 14) **Amendment:** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- 15) **Entirety:** This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 16) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated contract. Each Entity will issue its own purchasing document based on the contract's pricing.

### ARTICLES OF AGREEMENT

This contract made and entered into by and between the party of the first part and the party of the second part.

WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

**ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION**

Questions or requests for additional information regarding this solicitation shall be directed in writing to the assigned City of Cincinnati employee, Kirby Sommers, via email at [Kirby.Sommers@cincinnati-oh.gov](mailto:Kirby.Sommers@cincinnati-oh.gov).

**TAXPAYER IN GOOD STANDING**

Vendors awarded a contract will be required to submit a letter from the City's Income Tax Division verifying good standing.

**BEGINNING OF WORK**

The contractor shall start work within five (5) calendar days from receipt of written notice to begin work, by registered or certified mail, from the City Agency for whom the work is to be performed.

No work of any kind shall be done by contractor until so notified.

**COMPLETION OF WORK**

The contractor shall secure delivery of all equipment and materials required and shall complete on-site work within sixty (60) calendar days from receipt of notice to begin work.

**LIQUIDATED DAMAGES**

The amount of liquidated damages to be paid by the contractor for each and every working day that he is in default is \$0.00.

**CHANGE ORDERS**

If, by mutual agreement, both parties desire to modify the scope, schedule, budget or unit pricing of this Contract and the modification is not approved as part of a construction Allowance for unforeseen site conditions, a Construction Change Order must be fully executed prior to any of the modifications taking effect or work commencing. In no event shall the City pay any costs above the agreed-upon and prior certified amounts, and Contractor shall not proceed with any work which has not been authorized, in the absence of such Change Order.

**TERMINATION OF CONTRACT**

The City may terminate this contract at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this contract or if the Contractor violates any of the terms and conditions, covenants or agreements of the Contract, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Contract by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purpose of set-off until

such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

### **SEND INVOICE TO**

Invoices must be submitted on the contractor's standard invoice and mailed to:

Cinti Recreation Commission  
Two Centennial Plaza  
805 Central Ave Suite 800  
Cincinnati, OH 45202

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

### **PROJECT CLASSIFICATION**

The Heavy, Highway classification shall be used by all contractors on this project.

### **WAGE DETERMINATION**

State of Ohio Prevailing wage rates shall apply for all Contractors on this project in accordance with determination number 2024-131. The applicable rates of wages are available on the Internet at:

<http://www.cincinnati-oh.gov/inclusion/bid-contract-requirements/city-state-funded-construction-projects/>.

### **WAGE ENFORCEMENT**

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 defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

### **SUBCONTRACTORS**

In the event the contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, on a Form 2004, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The



City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

Form 2004 Subcontractor Approval Request Form is available in the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Ave., Suite 610, Cincinnati, Ohio 45202 (telephone no. 513/352-3144).

### **SPECIFICATIONS**

All work shall be performed, and materials furnished in accordance with the following specifications:

- (1) **City of Cincinnati Standard Specification No. 4-1-21, May 28, 2021.**
- (2) **Letter from Reds Community Fund, dated 4/10/2024, attached.**
- (3) **Direct Award waiver request dated 4/24/2024 and approved by the Chief Procurement Officer on 4/30/2024, attached.**
- (4) **Proposal from Playground Equipment Services, LLC, dated 5/24/2024, attached.**

### **STATEMENT OF NON-COLLUSION**

In submitting this bid, the bidder affirms that the bid is genuine and not collusive or a sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this or any other bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cincinnati or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM REGULATIONS**

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO).

### **AMERICANS WITH DISABILITIES ACT**

The City of Cincinnati is committed to supporting the Americans with Disabilities Act. Please contact the City's Office of Aging and Accessibility if you require any special accommodations.

**SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS**

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises (“SBEs”). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

**OFFEROR’S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati’s policy of non-discrimination, specifically in its purchasing and contracting practices, and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City’s Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

**VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY**

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder’s responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

**INSURANCE**

See Form 160 attached.

**RETENTION OF PERFORMANCE SURETY**

The contractor will be required to provide performance surety in the amount of 100% of the

contract value.

A performance bond surety shall be kept fully in effect for one year following the acceptance of the final statement of costs by the City Manager.

If surety is a cashier's check or certified check, such surety will be refunded to contractor one year following the acceptance of the final statement of cost by the City Manager.

**OHIO SALES TAX**

Prices should not include Ohio Sales Tax on materials used on this project.

The City will furnish exemption certificates to the contractor upon request to the Office of Procurement.

CITY OF CINCINNATI

SPECIFICATION NO. 4-1-21 FSC 0100

DIVISION OF PURCHASING

APRIL 01, 1999

REVISED: MAY 28, 2021

STANDARD SPECIFICATION

TITLE: GENERAL CONDITIONS  
PERTAINING TO BUILDING & STRUCTURE  
CONSTRUCTION

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## 1. DEFINITIONS

**Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change, the Bidding Documents or the Contract Documents.

**Architect or Architect/Engineer:** The Architect, Engineer, or City Engineer. These terms are interchangeable and mean any of the above or their authorized representative.

**Assigned Subcontractor:** Successful bidder on a branch of work, whose obligations to the City are transferred to another Contractor. The bidder then becomes an Assigned Subcontractor to do work under the supervision of the other Contractor.

**Bidding Documents:** Notice to bidders or advertisements, if any, instructions to bidders, other bidding information and requirements, bidding forms and attachments, contract and bond forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.

**City Inspector:** The City's representative authorized to make inspections of the Work and contract performance.

**City or Owner:** The City of Cincinnati acting through the designated representative of the City Manager, or independent board or commission and the head of the department or division under whose direction the work is being performed.

**Contract Documents:** These consist of the Bidding Requirements, Contract forms, Conditions of the Contract, the Construction Progress Schedule, the Specification, the Drawings, all Addenda, accepted Alternates and all Change Orders, Field Orders, and other documents incorporated in the Contract issued subsequent thereto.

**Contractor:** Organization identified as such in the Contract, means the Contractor, its Subcontractors, and its authorized representative.

**Correction:** Identical with Addenda.

**Day:** A calendar day.

**Drawings:** The Drawings which show the character and scope of the work to be performed and which have been prepared or approved by Architect/Engineer and are referred to in the Contract Documents.

## 1. DEFINITIONS (Continued)

**Final Completion:** Degree of completion at which time the Project as a whole is turned over for full use to the City and all work is completed in compliance with the Contract Documents.

**Provide:** To furnish and install; Furnish means to deliver F.O. B. Jobsite; Install means to unload, tally, hoist, distribute, and set in place.

**Specifications:** Those portions of the Contract Documents consisting of Written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor:** Person or organization that has a contract with the Contractor or another subcontractor to perform a portion of the work included in the Contract who prior to such performance received the written approval of the City.

**Submittals:** Shop Drawings, Product Data, Samples and similar required information which pertains to the workmanship, materials or equipment to be incorporated in any portion of the work.

**Shop Drawings:** Are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

**Product Data:** Are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.

**Samples:** Are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

**1. DEFINITIONS (Continued)**

**Substantial Completion:** The date of the "Certificate of Substantial Completion" issued by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents, so that the City may occupy the work or designated portion thereof for the use for which it is intended.

**Supplier:** Source of material that is permanently incorporated in the work.

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, furnishing labor and providing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**2. FORMS**

Form numbers refer to forms issued by the City of Cincinnati, Division of Purchasing. Copies are available upon request from the City department administering the Contract.

**3. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS, ETC.**

By executing the bid/contract documents, the Bidder/Contractor represents that it has examined all drawings and data mentioned in the specifications, contract or proposal, and has visited the site, familiarized itself with the local conditions under which the work is to be performed, taken its own measurements, and correlated its observations with the requirements of the Bid/Contract Documents.

No plea of ignorance of conditions that exist or of conditions or difficulties that maybe encountered in the execution of the work under this Contract, as a result of a failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of the Contract Documents.

**4. U L APPROVAL**

Where plans or specifications require the approval of Underwriters' Laboratories, Inc., the UL seal or listing of Underwriters' Laboratories, Inc. will be accepted as evidence of conformance with this requirement.



**4. U L APPROVAL (Continued)**

In lieu of the label or listing, the Bidder/Contractor may submit independent proof satisfactory to the code enforcement agency that his assembled unit conforms to the published standards, including methods of test, of Underwriters' Laboratories, Inc.

**5. USE OF AIA CONDITIONS**

This specification includes certain conditions, which are found in The American Institute of Architects Document A201, "General Conditions of the Contract for Construction".

No other AIA conditions, than those included herein, shall be applicable.

**6. CONTRACTUAL RELATIONSHIP**

Nothing contained herein shall be deemed to create any contractual relationship between the Contractor or the Architect/Engineer nor shall anything contained herein be deemed to give any third party any claim or right of action against the City or the Architect /Engineer which does not otherwise exist without regard to the Contract.

**7. CORRELATION & INTENT**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

**8. PAYMENT FOR PERMITS, CERTIFICATES**

Unless otherwise specified, the City shall obtain the Building Permit at the City's own expense.

All other permits and certificates which may be required to complete the work shall be secured by each Contractor at each Contractor's own expense, unless otherwise specifically provided.

## **9. LAWS TO BE OBSERVED**

The contractor at all times shall observe, and comply with all Federal, and State Laws, and Cincinnati Municipal Code, Ordinances, and regulations, in any manner affecting the work.

The contractor shall not proceed with or finish any work, even though same is called for in the plans and specifications, if it is contrary to any of the laws aforementioned, but shall notify the Architect/Engineer of such conflict.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, and regulations, and without such notice to the Architect/Engineer, it shall assume full responsibility therefore and shall bear all costs.

## **10. SAFETY - ACCIDENT PREVENTION**

### **10.1 Adherence to all requirements**

The Contractor agrees that the prevention of accidents to the general public, the City representatives and workmen engaged upon or in the vicinity of the work is the Contractor's responsibility, and that precautions shall be exercised at all times for the safety and protection of persons and property.

The Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the work, including among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder.

When so ordered, the Contractor shall stop any part of the work which the City deems unsafe until corrective measures satisfactory to the City have been taken, and the Contractor agrees that it shall not have nor make any claim for damages growing out of such stoppages.

Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the City and may deduct the cost thereof from any payments due or to become due to the contractor. Failure on the part of the City to stop unsafe practices shall in no way relieve the Contractor of the Contractor's responsibility therefore.

## 10.2 Occupational Safety and Health Act (OSHA)

The Contractor warrants and agrees that the work will be performed in compliance with all OSHA and EPA requirements and further agrees to indemnify and hold harmless the City and the Architect from any and all claims, fines, levies, suits, actions, and judgments of every nature and description brought against the Contractor which arise out of the failure of the Contractor, its employees, and agents to comply with OSHA and EPA safety requirements.

## 10.3 Safety Devices

The Contractor shall keep safety devices in good working order and shall fully protect the workmen, the general public, and representatives of the City and Architect/Engineer.

## 10.4 Site Plan

Contractor shall file with the Architect/Engineer prior to the Pre-Construction meeting a site-specific Safety Plan, which at a minimum shall:

1. Designate and name key personnel and alternates responsible for site safety along with means of contacting these personnel at all times.
2. Identify hazard(s) associated with each project operation (please use Description of Scope of Work in bid document as referenced).
3. Confirm that all personnel working on the project are adequately trained to perform their job responsibilities and to handle the specified hazardous situations associated with the project.
4. Describe the protective clothing and equipment to be worn by personnel during various site operations.
5. Reference procedure(s) or process(es) that will be employed to abate or minimize hazards that have been identified. Example: Eye Injury - PPE (goggles, face shield, etc.); Fall - Fall Protection (tie off, guard rail, etc.); Falling Objects - hard hat; Electric Shock - PPE, lock out/tag).

#### 10.4 Site Plan (Continued)

6. Describe any site-specific medical surveillance requirements (hazardous waste or material sites only).
7. Describe the program for periodic air monitoring, personnel monitoring, and environmental sampling, if needed (hazardous waste or material sites only).
8. Describe the actions to be taken to mitigate existing hazards (e.g., containment of contaminated material) to render the work environment less hazardous.
9. Define site control measures and include a site map.
10. Establish decontamination procedures for personnel and equipment (hazardous waste or material sites only).
11. Set forth the site's Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized and where a checklist can be used. The procedures should be:

Prepared in advance.

Based on the best available information, operational principles, and technical guidance.

Field-tested by qualified health and safety professionals and revised as appropriate.

Appropriate to the types of risk at that site.

Formulated to be easy to understand and practice.

Provided in writing to all site personnel who should be briefed on their use.

Included in training programs for site personnel.

Set forth a Contingency Plan for safe and effective response to emergencies.

In addition, any safety information or documentation, which is required under law to be filed with any state or federal agency, shall also be supplied to the Architect. A copy of the Site Safety Plan shall, at all times, be present at the work site.

## **11. ARCHITECT/ENGINEER AND CITY INSPECTORS**

The Architect/Engineer shall review shop drawings, mockups, material samples, and other submissions prepared and submitted by the Contractors, manufacturers or suppliers on the Project and request revisions or approve submissions in accordance with the Contract Documents.

The City or its authorized representatives shall at all times have unrestricted access to all parts of the Work and other places at and in which the preparation of the materials and the construction of the different parts of the Work to be done under the Contract are carried on and conducted, and shall be given by the Contractor all facilities and assistance required to carry out their work.

No charge shall be made for unavoidable delay of the Work due to inspection and testing and while lines and levels are being given.

The Architect/Engineer or City Inspector shall have no authority to permit any deviation from the plans and specifications except on the written order of the City, and the Contractor will be liable for any deviation except on such written order.

The Architect/Engineer will make periodic visits to the site to familiarize themselves generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

The operation of the Contractor shall not require the Architect/Engineer to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work.

## **12. BEFORE STARTING WORK**

Before any work is started the contractor shall notify the City of the methods and procedures intended to be used and no work shall be started until these methods are to the complete satisfaction of the City and a written notice to proceed has been issued.

This review is for general compliance with the Contract Documents.

Contractor shall notify the City Inspector no later than 48 hours prior to the time the Contractor intends to start or resume work on the job, so the City Inspector may be present.

**13. SUPERVISION AND CONSTRUCTION PROCEDURES**

The Contractor shall supervise and direct the work, using skill and attention.

The Contractor shall determine the construction means, methods, techniques, sequences and procedures.

The Contractor shall be responsible for coordinating all portions of the Work under the Contract.

**14. CONTRACTOR'S SUPERINTENDENT**

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the work site during the progress of the Work.

The Contractor's superintendent shall not be changed without the consent of the City.

The Contractor's superintendent shall represent the Contractor and communications with the Superintendent shall be as binding as if given to the Contractor.

**15. LOCAL HEADQUARTER**

Upon commencement of the Work the Contractor must establish and maintain a local area headquarters where the Contractor can be readily reached by local telephone service and by the United States Postal Service.

**16. WORKERS**

**16.1 Skilled Workers**

None but workers experienced and skilled in the particular work assigned to them shall be employed on the different parts of the work and no workmanship that is not first class in every respect will be accepted by the City.

**16.2 Incompetent Workers**

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Architect/Engineer does not perform his or her work in a proper and skillful manner or is intemperate or disorderly shall, at the written order of the Architect/Engineer, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the person who made the order.

## 16.2 Incompetent Workers (Continued)

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Architect/Engineer may withhold all payments, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

## 16.3 Avoidance of Disruptive Situations

The Contractor shall not employ persons, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor as a result of the Contractor violating any labor agreement to which it is legally bound. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes to which it is legally bound which may be in effect either nationally or in the locality in which the work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this paragraph shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes.

Should the Contractor fail to carry out or comply with any of the foregoing provisions, the City shall have the right, in addition to any other rights and remedies provided by this contract or the other contract documents or by law, after three (3) days written notice mailed or delivered to the last known address of the contractor, to terminate this contract or any part thereof or the employment of the contractor for all or any portion of the work, and, for the purpose of completing the work, to enter upon the premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Section 37, Failure to Prosecute work.

## 17. SUBCONTRACTORS

The Contractor, as soon as practicable after the award of a Contract, shall complete Subcontractor Approval Form 208 and submit to the City for acceptance for all Subcontractors proposed for any portions of the work.

The City shall promptly notify the contractor in writing if the City or the Architect/Engineer, after due investigation to and does not approve any subcontractor. The contractor shall not enter into a subcontract until after the City has approved the subcontractors by use of Form Purch 208.

## **17. SUBCONTRACTORS (Continued)**

The contractor's request to the City for the approval of any proposed subcontractor shall be accompanied by a written statement containing such information as the City may require, including but not limited to, experience, ability, responsibility, references, compliance with law, and any other criteria pertinent to the work of the proposed subcontractor and the scope of the subcontract.

The contractor shall be fully responsible to the City for the acts and omissions of all subcontractors, and of persons either directly or indirectly employed by subcontractors, as the contractor is for the acts and omissions of persons directly employed the contractor.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the City.

Nothing contained in the contract shall create any contractual relations between any subcontractor and the Architect/Engineer or the City.

Rental of equipment either with or without an operator in connection with the performance of the work under this contract shall not be considered subcontracting if the contractor maintains full supervision and control over its operation and the operator's wages.

Whether the contract is sublet or whether hired equipment is engaged under this contract, it shall be the contractor's responsibility to fulfill all the terms of the contract and provide satisfactory evidence that the prevailing wage rates are being paid to all personnel engaged on the site, whether his own, those of a subcontractor, or anyone directly or indirectly employed by either the contractor or subcontractor.

Contractor shall provide five (5) days notice to the City of its intent to rent equipment, providing information regarding said equipment and its operators as the City may require.

## **18. ASSIGNMENTS**

The contractor shall not assign the work or any part thereof, without the previous written consent of the City, and will not assign, by power of attorney or otherwise, any of the monies payable under this contract, unless by and with the consent of the City.



**18. ASSIGNMENTS (Continued)**

The Contractor further agrees that no right under this contract, nor to any monies due or to become due hereunder, shall be asserted in any manner against the City or any person or persons acting under it, by reason of any so called such assignment shall have been authorized by written consent of the City.

Assignments shall be executed in triplicate on Form No. 29.

**19. EXECUTION OF WORK**

The work shall be executed strictly according to the drawings and specifications referred to in the Bid and contract documents and such explanations and supplementary drawings, Architect/Engineer approved shop drawings, and physical samples as may become necessary.

In case of ambiguities or inconsistencies within the contract documents, specific details and descriptions will govern over general details and description.

To assure the proper execution of the work, the contractor shall verify all dimensions as shown on drawings and take all measurements at the work site and be responsible for their use in preparing shop drawings and the assembly of material.

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in drawings or specifications, the explanation of the City shall be final and binding on the contract.

Any correction, of an error or omission in Drawings or specifications, may be made by the City when such correction is necessary for the proper fulfillment of their intention.

**Submittals**

The contractor shall review, approve, and submit to the Architect/Engineer shop drawings, product data, samples, and similar submittals required by the contract documents in such sequence as to cause no delay in the work or in the activities of the City or of separate contractors. Submittals made by the contractor which are not required by the contract documents may be returned without action.

The Architect/Engineer will review or take other appropriate action on the contractor's submittals, but only for the purpose of checking for conformance with information given and the design concept expressed in the contract documents.

### **Submittals (Continued)**

No portion of work requiring contractors or subcontractors to submit shop drawings or samples shall be commenced until the submission has been reviewed by the Architect/Engineer.

The contractor shall not be relieved of responsibility for deviations from requirements of the contract documents by the Architect's/Engineer's approval of shop drawings, product data, samples or similar submittals unless the contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and the Architect/Engineer has given written authorization to the specific deviation. The contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Architect's/Engineer's review thereof.

### **20. CONSTRUCTION NOTICE**

Interpretation of contract documents or minor changes in the work not involving changes in contract price or contract time shall be issued by the City or Architect in writing, as construction notice and shall be executed by the contractor promptly.

### **21. WORK CHANGE NOTICE**

#### **21.1 Determining Costs**

Any changes to the contract documents involving changes in contract price and/or contract time shall be processed as follows:

The contractor shall submit a written proposal, with a complete itemized breakdown, detailed to show quantities and unit costs of material, labor hours and labor costs per hour, to the City's acceptance using one of the City's acceptance using one of the following methods:

1. By adding or deducting an amount utilizing unit prices as stated previously in the contract, or subsequently to be agreed upon by the City and the contractor.

## 21.1 Determining Costs (Continued)

2. By adding: (1) The actual net cost to the contractor of labor in accordance with the established rates, including required union benefits, premiums, the amounts the contractor is required to pay for workers compensation, liability insurance and payroll taxes on such labor; (2) The actual cost to the contractor of materials and equipment and such other direct costs as determined by the City (THE CITY'S DETERMINATION OF WHAT CONSTITUTES A DIRECT COST SHALL BE FINAL.), less all savings, discounts, rebates and credits; (3) An allowance of 15% for overhead and profit on items (1) and (2) above. The contractor will be allowed 5 percent mark-up or the lesser percent specified as an assignment fee amount in the contract only, on all subcontractor's quotations. In such case, the contractor shall keep and present, in such form as the City may prescribe, and itemized accounting together with the appropriate supporting data.

The amount of credit to be allowed by the contractor to the City for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

The definition of net actual cost, the 15 percent for overhead and profit and the allowance of 5 percent mark-up on the lesser percent specified as an assignment fee amount in the contract on all subcontractor's quotations shall apply to the contractor's subcontractor and their subcontractors.

Following award of the contract, the contractor, its subcontractors and their subcontractors, shall provide a detailed breakdown of labor rates, union benefits and premium percentages that the contractor, its subcontractors and their subcontractors are required to pay for worker's compensation, liability insurance, payroll taxes, and any other payroll expense, for each superintendent, foreman, journeyman and apprentice.

The labor rates, union benefits and premium percentages will be adjusted throughout the project for additional work providing proper documentation is presented to the City.

## 21.2 Disagreement over Value of Work

Should the City and contractor be unable to agree as to the value of the work to be added, deleted or revised, the contractor shall proceed with the work promptly under the written order of the City from which order the stated value of work shall be omitted. In the case of omitted work, the City shall have the right to withhold from payments due or to become due to the contractor an amount which in the City's opinion is equal to the total value of such work until such time as the value thereof is determined by agreement.

Should additional drawings and specifications be required for contract modifications, the Architect/Engineer shall provide the details and specifications to the contractor with a request for a proposal from the contractor. The contractor shall submit proposal as outlined above.

If the contractor's price proposal is accepted, the City shall prepare a written work change notice for the contractor's execution and for the Architect's/Engineer's and City's approval, modifying the contract documents.

If the contractor's price proposal is rejected, the City shall instruct the contractor, in writing, to resubmit a revised price proposal and also to proceed with the construction modifications. Negotiation on revision order price disagreements shall proceed simultaneously with the implementation of the construction modification. After agreement on a price proposal has been reached, the City shall issue a written work change notice modifying the contract documents.

## 21.3 Change Order

The written work change notice order shall be signed by the contractor, Architect/Engineer and City, and submitted to the Administrating Agency.

A change order will be issued by the City Department or Division and submitted to Division of Purchasing.

## 22. PROTECTION OF WORK

The contractor shall adequately protect the work, adjacent property, the work of other contractors, and the public, and shall be responsible for any damage or injury due to the contractor's act or neglect.

**22. PROTECTION OF WORK (Continued)**

The contractor shall be entirely responsible for all work, apparatus, equipment and appurtenances provided by the contractor in connection with this work, until date of final acceptance, and special care shall be taken to protect against vandalism, theft, and accidental damage, all parts hereof in such manner as may be necessary or as directed.

Any damage done to the contractor's work or the work of others shall be corrected by the contractor at the contractor's own expense.

**23. TRANSPORTATION AND PROTECTION OF EQUIPMENT AND MATERIALS**

The contractor shall furnish all transportation for equipment and materials, and shall be fully responsible for its safe transport and storage at the site, including taking whatever measures are necessary for the protection and security of equipment and materials.

The contractor, in making or ordering shipments, shall not consign or have consigned materials, equipment or any other items in the name of the Architect/Engineer or of the City. Neither the City nor the Architect/Engineer are under any obligation to make payment for charges on shipments made by or to the contractor.

**24. NEW MATERIALS**

The contractor warrants to the City and the Architect/Engineer that all materials and equipment furnished under the contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City or Architect/Engineer, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**25. CONTRACTOR'S ACCEPTANCE OF OTHER'S WORK**

If any part of the contractor's work depends upon the work of any other separate contractor, the contractor shall inspect and promptly report, in writing, to the Architect/Engineer any apparent discrepancies or defects in such work that render it unsuitable for the contractor to proceed.

**25. CONTRACTOR'S ACCEPTANCE OF OTHER'S WORK (Continued)**

Failure of the contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive its work, except as to defects which may develop in the other separate contractor's work after the execution of the contractor's work.

**26. CUTTING, PATCHING**

The contractor shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly.

The contractor shall not damage or endanger a portion of the work or fully or partially completed construction of the City or separate contractors by cutting, patching, excavation or otherwise altering such construction. The contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City and of such separate contractor; such consent shall not be unreasonably withheld.

The contractor shall not unreasonably withhold from the City or a separate contractor the contractor's consent to cutting or otherwise altering the work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

**27. PRIORITY OF WORK**

Any function of the City relative to the health, safety, or welfare of the public shall take priority, and the contractor shall schedule the work accordingly.

**28. SANITARY REGULATIONS**

Adequate sanitary measures as conditions may require, shall be taken by the contractor.

Necessary sanitary conveniences for the use of employees on the work, properly secluded from public observation, shall be provided and maintained by the contractor in such manner and at such locations as shall be approved, by the City and the use of such sanitation facilities shall be enforced.

**29. CLEANING OF GROUNDS AND PREMISES**

Daily during the course of the work each contractor shall remove all refuse created by the contractor.

## **CLEANING OF GROUNDS AND PREMISES (Continued)**

At all times keep the premises free from accumulation of waste material caused by its employees, and at completion of the work remove all rubbish from the site and leave the area broom clean.

All clean up to be approved by the City before acceptance. If the contractor fails to clean up, the City, after due notice, may do so and the cost thereof shall be charged to the contractor.

### **30. CONTRACTOR RESPONSIBLE FOR COMPLETENESS OF WORK**

The contractor is responsible for completing the work as described in the contract documents. This includes any and all incidentals, whether identified or not, that are considered typical and pertinent to the completion of the work and its components.

The City is not responsible for guiding the contractor through the work. It is the responsibility of the contractor to ensure that the requirements of the contract documents are met, and that the work is done in accordance with proper practice, efficiently, professionally, and completely. The City shall not release the contractor from this responsibility.

Under no circumstances shall the failure of the City to note or detect any deficiency during the course of the work be considered a waiver by the City of any contract term or condition.

### **31. REJECTED MATERIAL AND DEFECTIVE WORK**

The City inspectors shall have authority to reject any work, materials, and parts thereof which do not conform to the contract documents.

All rejected materials shall be removed immediately from the vicinity of the work.

All defective work shall be promptly replaced and made satisfactory to the City and the Architect/Engineer by the contractor at the contractor's expense.

At the request of the City inspectors the contractor shall remove any portion of the work done, as the City inspectors may, from time to time, think necessary for the discovery of improper materials or workmanship, and the contractor shall restore such work at its own expense in case it be found defective.

**31. REJECTED MATERIAL AND DEFECTIVE WORK (Continued)**

The City will pay for restored work if no evidence of improper materials or workmanship is found.

**32. TESTING**

**32.1 Specimens**

Specimens required for the purpose of testing the quality of the materials and samples for compliance with the contract documents to be used in the work shall be furnished by the contractor, free of charge. The quantity, number, size and shape of these specimens shall be determined by the City.

The contractor shall also furnish all necessary information required concerning the nature and source of any material it intends to use or is using.

**32.2 Tests**

Adequate tests and trials shall be made of all materials and workmanship which are part of this contract as well as of the finished products.

These tests and trials shall be conducted as specified herein, or in conformity with the best modern approved methods for the particular type of test or trials.

All tests and trials shall be made in the presence of a City inspector unless the presence of the inspector is waived by the City.

When the presence of the City inspector is so waived, sworn statements, in such number as the City may require, of the tests or trials, shall be furnished by the contractor free of charge.

All costs of tests and trials, unless specifically stated otherwise herein, shall be paid by the City.

**33. SCOPE OF PAYMENTS**

The prices stated in the contract shall include all risks of delay, damage and destruction from all causes whatsoever, all labor, material and transportation, and all other work, equipment, and expenses of whatever nature necessary or incidental to the performance, completion and maintenance of the work herein specified, in perfect condition during the progress of and until completion and final acceptance.



### 33.1 Schedule of Values

Before commencing the work, the contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the contractor's application for payment.

### 33.2 Partial Payments

As the work progresses the City will make monthly partial payments. Payments will be based on contractor's estimates of work done, including labor and materials incorporated in the work since last partial payment, if any, if approved by the City.

The City will pay not less than 92 percent of the estimates until 50 percent of the work is completed, thereafter 100 percent of the estimates submitted by the contractor and approved by the City will be paid.

At any time estimates may be withheld or reduced if, in the opinion of the City, the work is not proceeding in accordance with the provisions of the contract, or pending settlement of liens or claims filed against the contractor as described in section 41.2.

Form No. 97 S Affidavit of General or Mechanical Branch contractor, must be submitted with every request for partial payment. Supply of forms is available from the contract administering agency.

### 33.3 Stored Materials and Equipment

Unless otherwise provided in the contract documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the City payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the contractor with procedures satisfactory to the City to establish the title to such materials and equipment or otherwise protect the City interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

Payment for stored material shall not exceed the actual cost thereof as documented by the supplier's invoice.

### 33.4 Final Completion and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final application for payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the work acceptable under the contract documents and the contract fully performed, the Architect/Engineer will issue a certification stating that to the best of the Architect's/Engineer's knowledge, information and belief, and on the basis of the Architect's/Engineer's observations and inspections, the work has been completed in accordance with terms and conditions of the contract documents and that the entire balance found to be due the contractor and noted in such application for payment is due and payable.

If any items were erroneously estimated too large in any partial payment estimate, such error shall be corrected in the statement of total cost, and the contractor shall have no right to any such excess and shall not be entitled to any damage on account of such correction in the statement of total cost.

Before final payment will be released (1) the contractor shall have furnished evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the work, and (2) the contractor shall have executed and delivered in a form satisfactory to the City a general release running to and in favor of the City. Should there prove to be any such claim, obligation or lien after final payment is made, the contractor shall refund to the City all monies that the City shall pay in satisfying, discharging or defending against such claim, obligation or lien or any action brought or judgement recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

The City shall have the right to withhold from payments if any of the following occur: (1) evidence of nonpayment for any labor, services, materials, equipment, taxes, fuel, other necessary items, or obligations incurred in connection with the work, (2) any claim or lien filed as a result of nonpayment for any of the fore mentioned, (3) any claim or lien for which the City might become liable and which is chargeable to the contractor, (4) if the contractor, any subcontractor or any person under it causes damage to the work or any other work on the project, or (5) if the contractor fails to perform or is otherwise in default under any of the terms or provisions of this contract.

#### 33.4 Final Completion and Final Payment (Continued)

The City shall have the right to withhold from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge, and/or defend against any claim, lien, action which may be brought against it, or judgement which may be brought against it, or judgment which may be recovered thereon (2) make good any such nonpayment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses. This includes legal fees and disbursements which may be sustained or incurred by either the City or the contractor. The City shall have the right to apply and charge against the contractor so much of the amount retained as may be required for the forgoing purposes.

If the amount withheld is insufficient therefore, the contractor shall be liable for the difference and pay the same to the City.

No payment (final or otherwise) made under or in connection with this contract shall be conclusive evidence of the performance of the work or of this contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the contractor from any of its obligations under this contract; nor shall entrance and use by the City constitute acceptance of the work or any part thereof.

#### 33.5 Removal of Signs, Providing Submittals

Prior to the date of final payment to the contractor, all of the contractor's signs of any kind shall be removed from the premises, and all submittals required by the contract, including warranties and equipment lists, shall have been submitted.

### **34. SUBCONTRACTORS PAYMENTS**

Prior to payment of any partial payments to a contractor under section 33.2 PARTIAL PAYMENTS, the City requires the contractor to file a partial (progress) payment affidavit. Such affidavits shall be filed with the City's contract administering agency, and available for the subcontractor's review.

It is the subcontractor's obligation to collect payments due it from the party with whom it contracted, namely the contractor.

#### **34. SUBCONTRACTORS PAYMENTS (Continued)**

Subcontractors have certain rights under Ohio law which may expire if not promptly and correctly pursued.

If subcontractor has any doubts or questions, consult an attorney.

#### **35. AFFIDAVITS**

##### **35.1 Required During Progress on Work**

Upon request by the City at any time during contract period the contractor and/or its subcontractors may be required to submit a Form 104 or Form 104F and Form 66 certifying that wages have been paid in accordance with the prevailing rate of wages provisions set forth in the contract.

Each month during the contract period the contractor shall submit a form PURCH 257, monthly employment utilization report.

Form 97S must be submitted with every request for a partial payment.

##### **35.2 Upon Completion of Work**

Upon completion of the work and prior to the payment of the final application for payment, the contractor and its subcontractors shall execute and submit the following affidavits:

Form 66: Certifying that payments have been made for all labor and materials.

Form 104 or Form 104F: Certifying that wages have been paid in accordance with the prevailing wages provisions set forth in the contract.

If requested by the City, Affidavit Form 104 or 104F must be supported by a certified copy of the detailed payroll record for the questioned period or periods. If requested by the City Form 66 must be supported by affidavits from all subcontractors and suppliers.

The City may withhold payment of any estimate if (1) either of the Affidavits and/or the certified payroll records have not been submitted, or (2) if the prevailing rate of wages have not been met.

## **36. CLAIMS AND DISPUTES**

All claims for compensation and disputes of whatever kind or nature arising under this contract or its interpretation, whether involving law or fact or both, shall be presented by the contractor in writing to the City within seven (7) days of commencement of the claim or dispute.

Such notice need not detail the amount of any claim for compensation but shall state the facts surrounding the claim or dispute in sufficient detail to identify the claim or dispute, together with its character and scope. In the meantime the contractor shall proceed with the work.

Any claim or dispute shall be deemed to have been waived, except that if the claim or dispute is of a continuing character and notice of claim or dispute is not given within seven (7) days of its commencement, and claim or dispute will be considered only for a period commencing seven (7) days prior to the receipt by the City of notice thereof.

On or before the last day of the month next succeeding that in which any such damage is claimed to have been sustained or compensation due, the contractor shall file an itemized statement of the details and amount of the alleged damage.

Upon request of the City, the contractor shall allow access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing evidence relative to the amount of the claim or dispute. Unless such statement is filed as required, the contractor's claim for damages or compensation shall be deemed withdrawn, and the contractor shall not be entitled to payment on account of any such claim.

The City shall promptly consider and decide each claim or dispute. The decision of the City will be in writing and will be mailed or delivered to the contractor.

If the contractor does not agree with any decision of the City, it shall in no case allow the claim or dispute to delay the work but shall notify the City forthwith that the contractor is proceeding with the work under protest and the contractor may then except the matter in question from the final release.

### **37. FAILURE TO PROSECUTE WORK, DEFAULT, AND TERMINATION**

Should the contractor at any time refuse or neglect to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fail in any respect to prosecute the work with promptness and diligence, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of the City or of any other contractors or subcontractors on the project, or fail in the performance of any of the terms and provisions of the contract or of the other contract documents, or should the Architect/Engineer determine that the work or any portion thereof is not being performed in accordance with the contract documents, or inexcusably delayed from proceeding with and completing the work according to this contract, or should there be filed by or against the contractor a petition in bankruptcy or for an arrangement or reorganization, or should the contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency; then in any of such events, each of which shall constitute a default hereunder on the contractor's part, the City shall have the right, in addition to any other rights and remedies provided by the contract or by law, after three (3) days written notice to the contractor mailed or delivered to the last known address of the latter, (a) suspend the work, (b) to perform and furnish through itself or through others any such labor or materials for the work and to deduct the cost thereof from any monies due or to become due to the contractor under this contract, and/or (c) to terminate the contract for all or any portion of the work, enter upon the premises and take possession, for the purpose of completing the work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the contractor hereby transfers, assigns and sets over to the City for such purpose, and to employ any person or persons to complete the work and provide all the labor, services, materials, equipment and other items required thereof.

In case of such termination of the contract, the contractor shall not be entitled to receive any further payment under this contract until the work shall be finally completed to the satisfaction of the City and the Architect/Engineer and shall have been accepted by the City at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the cost and expense incurred by the City in completing the work, such excess shall be paid by the City. Such cost and expense shall include, not only the cost of completing the work to the satisfaction of the City and the Architect/Engineer and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from the contractor's default.

In the event this contract, or any alteration or modification thereof, is thus terminated, the contractor shall not be entitled to claim or receive any compensation or damages for not being allowed to proceed.

**38. RISKS FOR DELAYS**

The contractor agrees to take the risk of any and all delays arising from the nature of the work or from any casualty, obstructions or difficulties which may be encountered during the work. Any claim for delay will be rejected unless the contractor presents clear and convincing evidence that the cause of the delay was within the control of the City. Compensation, if any, for delay shall not include any overhead, indirect costs or loss of anticipated profits.

**39. LIQUIDATED DAMAGES**

Time is of the essence in this contract. In the event the contractor shall fail in securing delivery of material and equipment and completion of on-site work within the period of time stipulated, after due allowance for any extension or extensions of time which may be granted under the following provisions of the section "EXTENSIONS OF TIME", the contractor shall pay the City as stipulated liquidated damages and not as a penalty, the sum specified in the bid and contract documents for each and every working day, Monday through Friday, that the contractor shall be in default.

The City shall have the right to deduct said liquidated damages from any monies in its hands otherwise due, or to become due, to said contractor or to sue for and recover compensation for damages for nonperformance of the contract in the time specified.

**40. EXTENSION OF TIME - EXCUSABLE DELAYS**

The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages because of delays in the completion of the work due to any of the following:

Acts of the Federal Government, including controls or restrictions upon the use or obtaining of materials, equipment, tools or labor essential to completion of the work, by reason of war, national defense, or any other national emergency.

Acts of the City, including but not limited to changes in the method of performing the work or the scope of work covered by the contract, upon order of the City.

Causes not reasonably foreseeable by the parties to this contract at the time of the contract which are beyond the control of, and through no fault or negligence of, the contractor.

#### **40. EXTENSION OF TIME - EXCUSABLE DELAYS (Continued)**

This shall include, but not be restricted to, acts of God or the public enemy; freight embargoes, court actions; acts of another contractor in the performance of some other contract with the City; fires, floods, epidemics, quarantine, strikes, weather of unusual occurrence such as tornadoes; and weather of unusual severity for the season which directly affects or prohibits the work under the contract.

Any delay of any subcontractor occasioned by any of the causes specified in of this section.

Provided, however, that the contractor notifies the City in writing within three (3) days from the beginning of any such delay and details the causes of the delay.

Upon receipt of such notification the City shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the City, the delay is properly excusable based on the facts and the terms of the contract, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

It is further that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

#### **41. LIABILITY OF CONTRACTOR**

##### **41.1 Indemnity against Claims for Patents, Injuries**

The contractor shall indemnify, defend protect and save the City harmless from all liabilities, judgments, costs, damages and expenses, which may in any way come against the City by reason of the use of any patented material, machinery, device, equipment or process furnished or used in the performance of the work under the contract, or by reason of the use of a patented design furnished and installed in the work by the contractor.

In the event any claim, suit, or action at law, or in equity, of any kind whatsoever is made or brought against the City, the City shall have the right to retain from the money due or to become due to the contractor an amount of money sufficient to protect itself against loss or judgement in the manner and upon the conditions as herein specified.

The contractor shall pay all damages to real or personal property, or for any injury sustained by any person growing out of any act or deed of itself, or its agents and employees, that is in the nature of a legal liability, the contractor shall defend protect and save the City harmless against all suits and actions of every type and description brought against the City for, or on account of,



#### 41.1 Indemnity against Claims for Patents, Injuries (Continued)

any such injuries sustained by any person or persons, caused by the contractor, the contractor's agents and employees, in the execution of the work, or by or in consequence of any negligence in guarding the same, or by or on account of any omission or act of the contractor, the contractor's agents or employees, and so much of the money due it in accordance with the contract, as may be considered necessary by the City, will be retained by the City to protect the City against loss and judgment until such suit or claim for damage shall have been settled, and satisfactory evidence to that effect has been furnished to the City.

#### 41.2 Indemnity against Claims for Labor and Material

It is agreed that the contractor shall indemnify, defend, protect and save the City harmless from any claims for labor done, materials furnished under this contract, or any alternations or modifications thereof, and shall furnish the City with satisfactory evidence, when called for, that all persons who have done work or have furnished materials under this contract, for which the City may become liable under any laws of the state of Ohio, have been fully paid or satisfactorily secured; and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the City to meet the claims of the persons aforesaid, shall be retained, in addition to any other moneys that are to be retained as herein specified, from the money due the contractor under the contract, until the aforesaid liabilities shall be fully discharged or satisfactorily secured.

#### 41.3 Indemnity against all Suits

The contractor further agrees to relieve and hereby relieves and indemnifies and holds harmless the City from and against any and all liabilities, losses, judgments and claims of every nature and description by or on behalf of any person, firm, corporation, or other entity or governmental authority arising out of the performance of this contract by said contractor, the contractor's officers, servants, employees or agents.

Contractor shall relieve and hereby relieves and indemnifies and holds harmless the City, its officers, employees, agents and servants from and against any claim or liability arising out of, from or based on the violation of any law, statute, ordinance or regulation by the contractor, the contractor's officers, servants, employees, or agents.

**42. INSURANCE**

Contractor shall take out, and maintain during the life of the contract, insurance of the types and in the amounts specified on Form PURCH 160 included in the Bid/Contract Documents.

Submission of proof of carriage shall be as specified on Form 160.

**43. SURETIES (UNSATISFACTORY OR INADEQUATE)**

If the performance bond ceases to be adequate or satisfactory security for the City, the contractor shall, within five (5) days after notice of the City, furnish a new or additional bond, in form, and signed by such sureties as shall be satisfactory to the City.

No further payment shall be deemed due nor shall any further payment be made to the contractor unless and until such new or additional bond shall be furnished and approved.

The premium on such bond shall be paid by the contractor.

**44. GUARANTEE**

The contractor shall remove, replace and/or repair at the contractor's own expense and at the convenience of the City any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of Final Completion or for such longer period as may be provided in the Contract Documents. Any work repaired or replaced under the Guarantee will be guaranteed for the same duration specified and shall commence upon completion and acceptance of the repair or replacement.

The bond securing the contract shall cover this guarantee period.

The contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such correction.

The contractor shall be responsible for handling replacement and installation of malfunctioning equipment and materials during the entire period that the equipment or material is covered by this guarantee or the manufacturer's guarantee, whichever is longer.

**45. SEVERABILITY**

In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.



Mr. Daniel Betts  
Director of Recreation  
Cincinnati Recreation Commission  
805 Central Avenue, Suite 800  
Cincinnati, OH 45202

April 10, 2024

Dear Daniel,

Thank you for your commitment to the 2024 “Community Makeover” project in Bond Hill. We’re grateful to you and the entire CRC team for the partnership in this ambitious undertaking, both at the Community Center and the nearby park.

I want to clarify that the Reds Community Fund is prepared to make a contribution of up to \$150,000 in donated improvements towards the project. \$89,000 will be payable to CRC for a new synthetic infield and reconfigured diamond, in conjunction with an outstanding community partner and vendor.

This donation is contingent upon the selection of *Playground Equipment Services* as our synthetic field vendor. Following their extraordinary commitment towards the renovations at PNC Field at the LeBlond Rec Plex last summer, to the exceptional work that they’ve done on CRC diamonds throughout the community, it’s essential that we’re working with a known entity and one that is also committed to quality.


Please let me know if you have any questions regarding our commitment and the stipulation that we must include *Playground Equipment Services* as a part of our construction team. I can’t tell you how excited we are about the prospects of bringing a first-class field to an already upgraded recreation complex.

Thanks for your partnership as always, Daniel. Don’t hesitate to contact me if you have any questions or concerns at 513-765-7231 or [cfrank@reds.com](mailto:cfrank@reds.com). Be sure to keep me posted on next steps as well.

Sincerely,

Charley Frank  
Executive Director  
Reds Community Fund

cc: Dan Jones - CRC

**DATE:** April 24, 2024  
**TO:** Bobbi Hageman, Chief Procurement Officer  
**FROM:** Daniel Betts, Director of Cincinnati Recreation Commission (CRC)   
**CC:** Tiffany Stewart, Jeanette Shoecraft  
**SUBJECT:** Direct Award Request in accordance with CMC 321-87 Playground Equipment Services (Vendor #VS0000005204) – Donation on turf infield at Bond Hill Recreation Area.

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The Cincinnati Recreation Commission (CRC) is requesting a waiver of competition in accordance with CMC 321-87 for the donation and in-kind for services from Playground Equipment Services as a Direct Award. The donation will include construction materials and labor associated with installation for a turf infield at Bond Hill Recreation Area.

The Reds are donating the money and part of the requirement for this donation is that the City uses Playground Equipment Services.

We are requesting this request be approved at a not to exceed amount of \$150,000.00.

Based on the above facts CRC believes it is in the best interest of the city to waive competition for this purchase.

If you have any questions, please contact Tiffany Stewart at 513.352.4034.

  
\_\_\_\_\_  
Chief Procurement Officer

4/30/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



5/24/2024

Cincinnati Recreation Commission  
Reds Community Fund

**Quote: Bond Hill Field Renovation**

- Install PES Field System turf infield on Bond Hill Rec Center

Labor and Material

**TOTAL \$150,000**

Prepared by:

A handwritten signature in black ink, appearing to read 'Lisa Helmers', is written over a horizontal line.

Lisa Helmers  
Operations Manager  
Playground

Accepted by:

A solid black horizontal line intended for a signature.

3460 Oakmeadow Lane  
Cincinnati, Ohio 45239

Phone: 513-923-2333  
Fax: 513-823-2444

[playgroundequipmentservices.com](http://playgroundequipmentservices.com)

# CONTRACTORS INSURANCE

## 1. ALL INSURANCE

### 1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

### 1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

## 2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

### 2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

### 2.2 Proof of Carriage

Certificate or Policy

## 3. GENERAL LIABILITY INSURANCE

### 3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

### 3.2 Proof of Carriage

(a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,

(b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

**4. OTHER INSURANCE**

**4.1 Coverage Required**

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

**4.2.1 Demolition Coverage**

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

**4.3 Proof of Carriage**

Unless otherwise specified, proof shall be in the form stated in section 3.2.

**5. FAILURE TO KEEP INSURANCE IN EFFECT**

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

**BASIC INSURANCE COVERAGE**

**General Liability**

<b>Combined Single Limit-</b>	<b>BI &amp; PD</b>	<b>\$1,000,000 Per Occurrence</b>
	<b>Personal Injury</b>	<b>\$1,000,000 Per Occurrence</b>
	<b>Aggregate</b>	<b>\$2,000,000</b>

**Automobile Liability**

<b>Combined Single Limit-</b>	<b>BI &amp; PD</b>	<b>\$1,000,000 Per Occurrence</b>
	<b>Aggregate</b>	<b>\$1,000,000</b>

*Note: Coverage should include all owned vehicles, all non-owned vehicles, and all hired vehicles.*

**Builders Risk**

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.



NOTE: Performance surety in the amount of not less than \$150,000 is required.

# PERFORMANCE SURETY AND SIGNATURE FORM

## PERFORMANCE BOND (REQUIRED BY LAW)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, are held and firmly bound unto the City of Cincinnati, State of Ohio, in the sum of **One Hundred Fifty Thousand** Dollars to be paid on demand to said City of Cincinnati, its successors or assigns, for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If the said Contractor shall honestly and faithfully commence, proceed with, perform and complete all and singular the terms and obligations of the contract and furnish the materials or perform the services in accordance with the terms of said contract and specifications as it now is and as may at any time hereafter be changed by any and all modifications or alterations; and shall hold said City harmless from any and all loss or damage in any manner resulting from any failure of the Contractor to comply with said contract and specifications, or resulting in any way from the performance thereof; and shall further protect and defend said City against and hold said City harmless from any and all claims of any kind that may be filed or asserted against said City at any time for the use of any patented articles or for infringement of any patents, and shall further pay all lawful claims of sub-contractors, material men and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we, the undersigned, agreeing and assenting that this understanding shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

And the said surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

Further, the surety hereby agrees that in the event of a default of the contract by the Contractor and an election by said surety to complete the contract, by its own work force or by the work force of another, the contract shall be completed in accordance with each and every, all and singular, term and condition of the contract, including, but not limited to Equal Employment Opportunity Program provisions, Small Business Enterprise Program provisions and Prevailing Wage provisions.

### ALTERNATE FORM OF SURETY (CERTIFIED CHECK)

A Certified Check in the sum of

\_\_\_\_\_ Dollars on \_\_\_\_\_ Bank of \_\_\_\_\_  
\_\_\_\_\_ Check No. \_\_\_\_\_ is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

### SIGNATURES AND APPROVALS

Signed and sealed in the presence of:

\_\_\_\_\_  
Signature of Witness as to Surety  
Complete address of executing office of Surety Company  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

### SURETY

\_\_\_\_\_  
By \_\_\_\_\_ Surety  
Signature of Surety  
Name in Print \_\_\_\_\_  
Incorporated in the state of \_\_\_\_\_  
Address: \_\_\_\_\_

### PRINCIPAL AND CONTRACTOR

**Playground Equipment Services, L.L.C.**  
Name of Principal  
By \_\_\_\_\_  
Signature of person authorized to sign for Principal  
Name in Print \_\_\_\_\_  
Title \_\_\_\_\_

### THE CITY OF CINCINNATI

By \_\_\_\_\_  
City Purchasing Agent

APPROVED AS TO FORM AND SURETY

\_\_\_\_\_  
Assistant City Solicitor

### CERTIFICATION

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_  
Fund \_\_\_\_\_ Code \_\_\_\_\_  
By \_\_\_\_\_  
Director of Finance

EMERGENCY

City of Cincinnati

LES

EESW

An Ordinance No. \_\_\_\_\_

- 2024

**AUTHORIZING** the disbursement of \$200,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the River Roots event.

WHEREAS, Ordinance No. 211-2024, passed June 12, 2024, authorized various omnibus changes to the Approved FY 2025 Budget Update including funding for one-time Major Events with an allocation of up to \$200,000 for the River Roots event in the Approved FY 2025 General Fund Operating Budget Update; and

WHEREAS, funding for the one-time Major Events was contingent upon Council's passage of an ordinance approving the disbursements following presentations by the organizations demonstrating how City funds will be leveraged and expended; and

WHEREAS, the disbursed funds also must be utilized in accordance with the approved purpose within one year of the disbursement; and

WHEREAS, at the Budget and Finance Committee meeting on September 23, 2024, River Roots organizers presented and outlined how City funds would be leveraged and expended regarding the River Roots event to be held on October 8 through 12, 2025; now, therefore,

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

Section 1. That the disbursement of \$200,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the River Roots event is authorized.

Section 2. That the proper City officials are authorized to do all things necessary and proper to comply with 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 disburse funding for the River Roots event so that expenditures can be made during the fourth quarter of calendar year 2024.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk