



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda

### Housing & Growth

*Chairperson Mark Jeffreys*  
*Vice Chair Anna Albi*  
*Councilmember Jeff Cramerding*  
*Councilmember Ryan James*  
*Councilmember Evan Nolan*  
*Councilmember Meeka Owens*  
*Councilmember Seth Walsh*

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Tuesday, April 14, 2026

1:00 PM

Council Chambers, Room 300

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### AGENDA

1. [202601222](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of "Coach Mark Mitchell Way" in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community  
  
**Sponsors:** Kearney  
**Attachments:** [Transmittal](#)  
[Ordinance](#)
  
2. [202601178](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of "Anzora Adkins Way" in honor of Anzora Adkins and in recognition of her countless hours of diligent volunteer service in the Evanston neighborhood and in the city of Cincinnati, including her efforts as a community leader, advocate, and organizer.  
  
**Sponsors:** Kearney  
**Attachments:** [Transmittal](#)  
[Ordinance](#)
  
3. [202601179](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of "Darnell Mansoor Way" in honor of Cincinnati Police Officer Darnell Mansoor and in recognition of his service to the City of Cincinnati.  
  
**Sponsors:** Kearney  
**Attachments:** [Transmittal](#)  
[Ordinance](#)

4. [202601180](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Johnson, from Emily Smart Woerner, City Solicitor, **DECLARING** that Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes Brothers Barbershops, and their lasting impact and dedication of service to the Cincinnati community for over sixty years
- Sponsors:** Johnson
- Attachments:** [Transmittal](#)  
[Ordinance](#)
5. [202601235](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with Plant Press Properties, LLC, for the sale of City-owned real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, to facilitate the company’s construction of a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment](#)
6. [202601239](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **AUTHORIZING** the City Manager to execute a Lease with East End Area Council, an Ohio not for profit corporation, pursuant to which the City will lease for a term of one year, with optional renewals of one year each, the City owned property located at 255 Setchell Street in the East End neighborhood of Cincinnati.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment](#)

ADJOURNMENT

202601222

**Date:** April 8, 2026

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Mark Mitchell Way**

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Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of “Coach Mark Mitchell Way” in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community.

EESW/JRS(dbr)  
Attachment  
4914-5924-5721

EMERGENCY

City of Cincinnati

JRS

EESW

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

- 2026

**DECLARING** that Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of “Coach Mark Mitchell Way” in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community.

WHEREAS, Coach Mark Mitchell is a legendary figure in Cincinnati basketball, widely respected for his winning record, leadership, mentorship, and positive influence on generations of student-athletes; and

WHEREAS, Coach Mark Mitchell is a graduate of Princeton High School, Class of 1985, where he was a standout football player and contributed as an offensive tackle to Princeton High School’s 1983 Division I state championship team; and

WHEREAS, Coach Mark Mitchell continued his athletic career at Eastern Kentucky University and later earned a professional tryout with the Detroit Lions before transitioning into a highly successful career in basketball coaching; and

WHEREAS, Coach Mark Mitchell began his coaching career as an assistant coach at Winton Woods High School from 2001 to 2003, where he helped lead the Warriors to a Division I State Runner-up finish in 2002; and

WHEREAS, in 2002, Coach Mark Mitchell was named head boys’ basketball coach at Taft High School and immediately revitalized a program that had experienced ten consecutive losing seasons, leading the Senators in his first season to a 22-3 record and the 2003 Cincinnati city championship; and

WHEREAS, during his eleven seasons as head coach at Taft High School from 2002 to 2013, Coach Mark Mitchell achieved 221 career victories, the most in school history, captured eight Cincinnati Metro Athletic Conference (“CMAC”) Championships, nine sectional titles, four district titles, and the Division III State Championship during the 2010-2011 season with a 25-1 record; and

WHEREAS, Coach Mark Mitchell was recognized for his excellence in coaching by being named CMAC Coach of the Year eight times and Cincinnati Enquirer Coach of the Year five times; and

WHEREAS, following his tenure at Taft High School, Coach Mark Mitchell continued to serve the game of basketball and the community by coaching at Western Hills High School, serving as an assistant coach with The Ohio State University women’s basketball program, and leading Wilberforce University as head men’s basketball coach for four seasons; and

WHEREAS, Coach Mark Mitchell’s commitment to athletic excellence and family values is reflected in the achievements of his daughter, Kelsey Mitchell, Princeton High School’s all-time leading scorer, a member of The Ohio State University Athletics Hall of Fame, and the No. 2 overall selection in the 2018 WNBA Draft by the Indiana Fever; and

WHEREAS, Coach Mark Mitchell’s career exemplifies dedication to education, discipline, teamwork, and community service, leaving a lasting legacy within the City of Cincinnati and beyond; and

WHEREAS, Coach Mitchell passed away in 2024 but his contributions and service in the sport of basketball and its impact on the Cincinnati community will long be remembered; now, therefore,

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

Section 1. That Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of “Coach Mark Mitchell Way” in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Ezzard Charles Drive at Central Avenue in the West End neighborhood as “Coach Mark Mitchell Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to Coach Mark Mitchell’s family via the office of Vice Mayor Jan-Michele Lemon Kearney.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

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

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

*20260117*  
**Date:** April 1, 2026

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Anzora Adkins Way**

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Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and in recognition of her countless hours of diligent volunteer service in the Evanston neighborhood and in the city of Cincinnati, including her efforts as a community leader, advocate, and organizer.

EESW/JRS(dbr)  
Attachment  
4907-4218-9462

EMERGENCY

City of Cincinnati

JRS

EESW

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

- 2026

**DECLARING** that Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and in recognition of her countless hours of diligent volunteer service in the Evanston neighborhood and in the city of Cincinnati, including her efforts as a community leader, advocate, and organizer.

WHEREAS, Anzora Adkins is a respected community leader, advocate, and organizer in the Evanston neighborhood, who proudly served as President of the Evanston Community Council; and

WHEREAS, during her tenure as President, Ms. Adkins championed initiatives that strengthened neighborhood unity, advanced equitable development, and amplified residents’ voices in the city of Cincinnati (“City”) decision-making; and

WHEREAS, under her leadership, the Evanston Community Council focused on improving public safety, supporting small businesses, and creating meaningful opportunities for youth engagement; and

WHEREAS, Ms. Adkins worked collaboratively with City officials, faith leaders, and local organizations to secure resources for housing stability, neighborhood beautification, and community programming that reflected Evanston’s unique history and culture; and

WHEREAS, Ms. Adkins is widely known for her hands-on leadership style and her ability to bring together diverse stakeholders around shared goals rooted in collaboration, equity, and mutual respect; and

WHEREAS, the legacy of Anzora Adkins’ service as Council President continues to inspire a new generation of civic leaders committed to building a stronger, more inclusive Evanston neighborhood; and

WHEREAS, Anzora Adkins has made a lasting impact to the Evanston community and to the City, and her contributions will long be remembered; now, therefore,

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

Section 1. That Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and her tireless volunteer work to improve the neighborhood of Evanston and the city of Cincinnati (“City”).

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Fernside Place at Blair Avenue in the Evanston neighborhood as “Anzora Adkins Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to Anzora Adkins and her family via the office of Vice Mayor Jan-Michele Lemon Kearney.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

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

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

202601179  
**Date:** April 1, 2026

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Darnell Mansoor Way**

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Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Cincinnati Police Officer Darnell Mansoor and in recognition of his service to the City of Cincinnati.

EESW/JRS(dbr)  
Attachment  
4907-4218-9462

EMERGENCY

City of Cincinnati

JRS

EESW

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

- 2026

**DECLARING** that Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Cincinnati Police Officer Darnell Mansoor and in recognition of his service to the City of Cincinnati.

WHEREAS, Darnell Mansoor was born on October 24, 1955, and joined the City of Cincinnati (“City”) Police Department in 1980; and

WHEREAS, Officer Mansoor was a devout Muslim and family man and showed compassion in everything he did; and

WHEREAS, throughout his career, Officer Mansoor was known for his professionalism, integrity, and compassion; and

WHEREAS, Officer Mansoor made significant contributions to the Cincinnati community through his work in the community and dedication to crime prevention; and

WHEREAS, Officer Mansoor was known for his outgoing and congenial personality, and working with troubled individuals that needed a guiding and helping hand; and

WHEREAS, Officer Mansoor tragically lost his life while off duty in April 1993; and

WHEREAS, with deep respect and remembrance, the City wishes to honor the legacy of Officer Darnell Mansoor who served the City of Cincinnati Police Department and community with unwavering dedication, integrity, and compassion for thirteen years; now, therefore,

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

Section 1. That Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Officer Darnell Mansoor to preserve his memory and his service to the City of Cincinnati (“City”).

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Montgomery Road

at the intersection with Blair Street in the Evanston neighborhood as “Darnell Mansoor Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of Officer Darnell Mansoor via the office of Vice Mayor Jan-Michele Lemon Kearney.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

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

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

20260114W

**Date:** April 1, 2026

**To:** Councilmember Scotty Johnson  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Barnes Brothers Way**

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Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes Brothers Barbershops, and their lasting impact and dedication of service to the Cincinnati community for over sixty years.

EESW/JRS(dbr)  
Attachment  
4923-7571-8037

EMERGENCY

City of Cincinnati

JRS

EESW

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

- 2026

**DECLARING** that Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes Brothers Barbershops, and their lasting impact and dedication of service to the Cincinnati community for over sixty years.

WHEREAS, the Barnes Brothers Barbershop is a cornerstone of the Cincinnati community and is a family-owned business legacy spanning more than sixty years in the neighborhoods of Evanston, Madisonville, and Avondale; and

WHEREAS, the Barnes Brothers Barbershop began when Monroe Barnes, who served as a barber during the Korean War in 1953, returned to Cincinnati and opened a barbershop in the Evanston neighborhood; and

WHEREAS, the first Barnes Brothers Barbershop became a trusted and welcoming gathering place for residents, and its success created additional locations throughout Cincinnati; and

WHEREAS, for decades, the Barnes Brothers Barbershops have served not only as places of business but as community cornerstone institutions, being spaces that are filled with fellowship, mentorship, laughter, and support for generations of Cincinnati families; and

WHEREAS, the Barnes Brother Barbershops have lasted through generations of the Barnes family and served generations of Cincinnati residents; and

WHEREAS, through dedication, entrepreneurship, and longstanding community presence, Barnes Brothers Barbershops have made meaningful and lasting impacts on neighborhoods throughout the city; and

WHEREAS, it is fitting and proper to honor the Barnes Brothers Barbershops’ enduring contributions to the community by naming a street in its honor; and

WHEREAS, the Barnes Brothers Barbershops have made a lasting impact to the Cincinnati community and to the City of Cincinnati’s citizens, and their impact on the Cincinnati community will long be remembered; now, therefore,

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

Section 1. That Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes

Brothers Barbershop and in recognition of its impact on the Cincinnati community and the neighborhoods of Evanston, Madisonville, and Avondale.

Section 2. That the appropriate City of Cincinnati officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Mathis Street at Madison Road in the Madisonville neighborhood as “Barnes Brothers Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the Barnes Brothers Barbershops via the office of Councilmember Scotty Johnson.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

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

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

April 8, 2026

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

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

20260123

**Subject: Emergency Ordinance – AUTHORIZING A PROPERTY SALE AND DEVELOPMENT AGREEMENT WITH PLANT PRESS PROPERTIES, LLC.**

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Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with Plant Press Properties, LLC, for the sale of City-owned real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, to facilitate the company's construction of a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900.

**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.

**BACKGROUND/CURRENT CONDITIONS**

1318 Boyd Street is a Cincinnati Land Reutilization Program (CLRP) property owned by the City of Cincinnati in the Northside neighborhood near the Northside Business District. The lot is approximately 0.07 acres and is zoned SF-2. It is a rectangular-shaped lot with approximately 26 feet of frontage on the north side of Boyd Street. The site is currently vacant land.

In 2022, DCED released a Request for Proposals (RFP) for the site after receiving continual expressed interest in the property from the development community over the prior years. The RFP remained open for three (3) months and DCED staff presented it to the Northside Community Council. There were no responses to the RFP, which closed December 9, 2022.

**DEVELOPER INFORMATION**

Plant Press Properties LLC is owned and operated by Aaron Leow. Mr. Leow is a citizen of Cincinnati looking to invest in and develop on the site of 1318 Boyd Street. DCED received an application (Application to Purchase Cincinnati Land Reutilization Program

Property) from Aaron Leow who expressed interest in purchasing this property after the zero submission RFP. This will be Mr. Leow's first project in the City of Cincinnati.

**PROJECT DESCRIPTION**

Aaron Leow will construct one (1) new, two-story, LEED certified building. The project will contain two (2) naturally affordable rental units, both being one (1) one-bedroom units. Projected rents are \$750 - \$850. Total project cost, excluding acquisition, is estimated to be \$238,900.

**PROPOSED INCENTIVE**

DCED is recommending a sale to Aaron Leow at fair market value of \$34,000. The recommendation is based on the determination that Aaron Leow has presented an advantageous proposal for the redevelopment of the vacant property. The proposed project will activate the site by adding two (2) new units of housing in Northside.

**RECOMMENDATION**

The Administration recommends approval of this Ordinance.

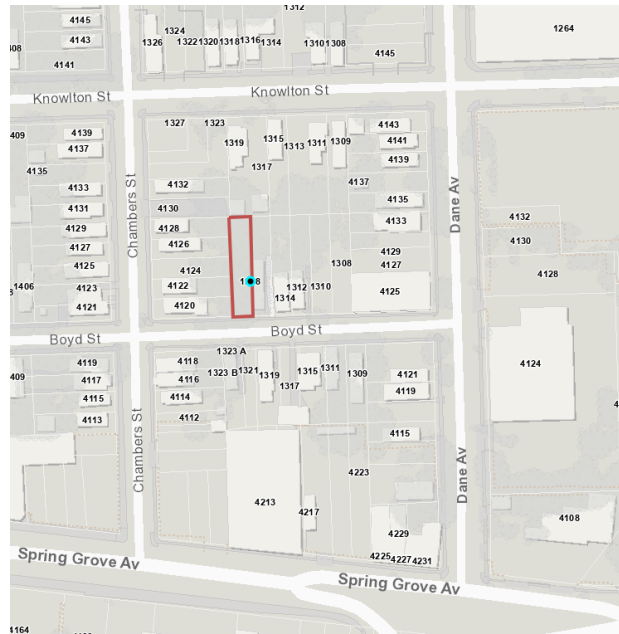
Attachment: Project Outline, Property location and Photographs.

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

**Project Outline**

Project Name	1318 Boyd Street Property Sale and Development
Street Address	1318 Boyd Street
Neighborhood	Northside
Property Condition	Vacant Land
Project Type	New Construction
Project Cost	Hard Construction Costs: \$200,400 Acquisition Costs: \$34,000 Soft Costs: \$38,500 Total Project Cost: \$272,900
Private Investment	Private Financing: \$200,000 Developer Equity: \$75,000
Sq. Footage by Use	Residential: 1,000 SF Office: N/A
Number of Units and Rent Ranges	2 1-BR Units; Rent \$750 - \$850 2 Total Units
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Live Initiative Area Goal 3 (p. 164 – 178)

**Project Image and Site Map**



## EMERGENCY

EVK

- 2026

**AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with Plant Press Properties, LLC, for the sale of City-owned real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, to facilitate the company's construction of a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900.

WHEREAS, the city of Cincinnati (the "City") owns certain real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, as more particularly depicted and described in the Property Sale and Development Agreement attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Community and Economic Development ("DCED"); and

WHEREAS, Plant Press Properties, LLC, an Ohio limited liability company ("Developer") desires to purchase the Property, and thereafter construct a two-story duplex consisting of two residential rental units (the "Project"); and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately \$34,000, which Developer has agreed to pay; and

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

WHEREAS, the City has determined that (i) the Property is not needed for any municipal purpose and the sale of the Property will not be detrimental to the public interest; (ii) upon the recommendation of DCED, the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; and (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale of the Property at its meeting on October 17, 2025; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Property Sale and Development Agreement, in substantially the form attached to this ordinance as Attachment A (the “Agreement”), pursuant to which the city of Cincinnati (the “City”) will sell to Plant Press Properties, LLC (“Developer”) certain real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati (the “Property”), for Developer to construct a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900 (the “Project”).

Section 2. That the City’s Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately \$34,000, which Developer has agreed to pay.

Section 3. That the Property is not needed for municipal purposes and that the sale of the Property will not be detrimental to the general interest.

Section 4. That proceeds from the sale of the Property shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the sale, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof into Miscellaneous Permanent Improvement Fund 757.

Section 5. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, amendments, deeds, plats, terminations, releases, and other documents.

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 to expedite the parties' execution of the Agreement, so that Developer can move forward with the Project without delay, enabling the Property to be put to its highest and best use, for the economic benefit of the City, at the earliest possible time.

Passed: \_\_\_\_\_, 2026

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

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

Contract No. \_\_\_\_\_

**PROPERTY SALE AND DEVELOPMENT AGREEMENT**

*between the*

**CITY OF CINCINNATI**

*and*

**PLANT PRESS PROPERTIES, LLC**

Project Name: 1318 Boyd Street

(sale of City-owned real property for development of a duplex  
in the Northside neighborhood of Cincinnati)

## PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Property Sale and Development 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 address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and **PLANT PRESS PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 1449 Thompson Heights, Cincinnati, Ohio 45223 (“**Developer**”).

### Recitals:

A. The City owns certain real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, which property is more particularly described on Exhibit A (Legal Description of Property) hereto (the “**Property**”), and which is under the management and control of the City’s Department of Community and Economic Development (“**DCED**”).

B. Pursuant to a Request for Proposals issued by the City, Developer’s development proposal was determined to be the most advantageous to the City, pursuant to which Developer desires to purchase the City Property and construct on the Property a multi-family 2-story duplex consisting of 2 residential rental units, as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto, at an estimated total project cost of approximately \$272,900 (the “**Project**”).

C. The City’s Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately \$34,000 (the “**Purchase Price**”), which Developer has agreed to pay.

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

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

F. The City has determined that (i) the Property is not needed for any municipal purpose and the sale of the Property will not be detrimental to the public interest; (ii) upon the recommendation of DCED, the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; and (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s sale of the Property to Developer at its meeting on October 17, 2025.

H. Execution of this Agreement on behalf of the City has been authorized by Ordinance No. \_\_\_\_\_-2026, passed by City Council on \_\_\_\_\_, 2026.

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

**1. Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Property to Developer, and Developer hereby agrees to purchase the Property from the City, for the Purchase Price. Developer acknowledges that it is familiar with the condition of the Property, and, at Closing (as defined below), the City shall convey the Property to Developer in “as is” condition. The City makes no representations or warranties to Developer with respect to the condition of the Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Property.

## 2. Closing and Conditions to Closing.

(A) Conditions. The Closing shall not occur unless and until each of the following conditions, including any and all other conditions as may be identified in the City's Coordinated Report No. 105-2024 (collectively, the "**Conditions**") have been satisfied or waived in writing by the City, at the City's sole and absolute discretion; *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the Deed (as defined below) or handle such Conditions post-Closing:

- (i) *Title and Survey:* Developer shall have approved the title to the Property as set forth in a commitment of title insurance obtained by Developer and in an ALTA property survey of the Property.
- (ii) *Geotechnical and Environmental Condition:* Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Project.
- (iii) *Developer Inspections:* Developer shall have determined from any inspections and investigations made pursuant to this Section 2, including marketing studies, traffic studies, feasibility studies, and any other studies and investigations related to the Property or the Project that Developer may elect to conduct or have conducted, that the Property and the conditions and circumstances surrounding the Property are suitable for development, construction, and use of the Project in an economically feasible manner.
- (iv) *Financing:* Developer shall have delivered to the City a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project.
- (v) *Scope and Budget:* Developer shall have delivered to the City a detailed and updated scope and budget for the Project.
- (vi) *Final Budget and Construction Contract:* Developer shall have obtained and delivered to the City final construction bids and a final budget for construction of the Project and an executed copy of Developer's construction contract with Developer's general contractor for the Project.
- (vii) *Building Permit and Zoning Approvals:* Developer shall have secured all zoning and permitting approvals necessary to construct the Project.
- (viii) *Construction Schedule:* Developer shall have delivered to the City the proposed construction schedule for the Project.
- (ix) *Final Plans and Specifications:* Developer shall have submitted its final professionally prepared plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**").
- (x) *Coordinated Report Conditions:* Developer shall have satisfied the conditions set forth in the City's Coordinated Report No. 105-2024, which conditions are summarized in Section 11 below.
- (xi) *Project Completion:* Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project, has made no false or misleading

claims to the City regarding the Project, and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement.

- (xii) *Continued Compliance:* Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate.
- (xiii) *Other Information:* Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

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

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

(C) Developer's Right of Entry. Prior to Closing, Developer may enter the Property during reasonable business hours to conduct tests and inspections related to the Project, *provided that* Developer must provide DCED at least 24 hours' notice prior to entering the Property. Developer shall promptly repair any damage to the Property resulting from its inspections and Developer shall hold the City harmless from any loss or expense arising out of Developer's activities on the Property. Entry shall be at the sole risk of Developer.

(D) Right to Terminate. If prior to Closing, either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred as of June 1, 2026, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.

(E) Closing Date. Subject to the terms and conditions of this Agreement, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place no later than 3 months following the Effective Date of this Agreement, or such earlier or later date upon which the parties mutually agree. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of such date.

(F) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the City the Purchase Price in full, and (ii) the City shall convey all of its right, title, and interest in and to the City Property to Developer by Quitclaim Deed substantially in the form of Exhibit C (Form of Quitclaim Deed) hereto (the "**Deed**"). Developer shall pay all Hamilton County, Ohio, recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer and its successors in title, shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing (except that the City shall not be required to execute a title affidavit or the like). Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of

its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein.

(G) Maintenance of Property Between Closing and Prior to Construction Commencement. Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.

(H) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

### **3. Commencement and Completion of Project.**

(A) Commencement and Completion of Construction. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for construction of the Project, and (b) commence on-site demolition and construction of the Project in accordance with the Plans and Specifications (collectively, the "**Construction Commencement**") no later than August 1, 2026 (the "**Construction Commencement Date**") and (ii) complete construction of the Project (as evidenced by issuance of a certificate of occupancy for the Project) in accordance with the Plans and Specifications and all other City approvals no later than the April 31, 2027 (the "**Construction Completion Date**"); *provided however*, that upon Developer's written request and at the DCED Director's sole and absolute discretion, the City may extend the Construction Commencement Date and the Construction Completion Date each by up to 12 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of either such date.

(B) Repurchase Option. As memorialized in the Deed, (i) if Construction Commencement has not occurred by the Construction Commencement Date (a "**Commencement Failure**"), or (ii) if the Project is not completed by the Construction Completion Date (a "**Completion Failure**"), then the City shall have the option, in the City's sole and absolute discretion, to repurchase the Property for the Purchase Price (the "**Repurchase Option**"). To exercise the Repurchase Option, the City shall deliver written notice of its intent to exercise the Repurchase Option to Developer any time after the occurrence of a Commencement Failure and prior to the date of actual Construction Commencement or after the occurrence of a Completion Failure and prior to the actual date the Project is completed, as applicable. If the City exercises the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of exercise (but not later than 6 months after the date of the City's notice). At the closing on such re-conveyance of the Property from Developer to the City: (x) Developer shall re-convey marketable title to the Property to the City or its designee by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Developer shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance. After the date of actual Construction Commencement, the City shall no longer have the right to exercise the Repurchase Option for a Commencement Failure. After the date that the Project is completed (as evidenced by issuance of a certificate of occupancy for the Project) the City shall no longer have the right to exercise the Repurchase Option for a Completion Failure.

Following completion of the Project and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the Repurchase Option. Developer shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof.

(C) Plans and Specifications. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with Exhibit B. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.

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

(E) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the Project, including, without limitation, those set forth on Exhibit D (Additional Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, other City departments, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(F) Inspection of Work. During construction at the Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not in accordance with the Plans and Specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense.

(G) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

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

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

(J) Barricade Fees Payable to DOTE. Developer acknowledges that (i) Developer may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when construction necessitates such closures, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after

consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

#### **4. Insurance; Indemnity.**

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements to be constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Within 10 days following execution of this Agreement, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Department of Community and Economic Development, or such other address as may be specified by the City from time to time.

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

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination or expiration of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior thereto.

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

#### **6. Default; Remedies.**

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

(i) the failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and the City are parties, and failure by

Developer to correct such failure within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"); *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within the Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer or the Property, or the attachment of, levy upon, or seizure by legal process of any of the property of Developer; or

(iii) any representation, warranty, or certification of Developer made in connection with this Agreement or any other related agreements or documents shall prove to have been false or materially misleading when made.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement that is not cured or corrected within the Cure Period, the City shall be entitled to: (i) if the default occurs prior to Closing, terminate this Agreement by giving Developer written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement or any other agreement to which Developer and the City are parties relating to the Project shall not constitute a waiver of the breach of such covenant or of such remedy.

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

To the City:

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

To Developer:

Plant Press Properties, LLC  
1449 Thompson Heights  
Cincinnati, Ohio 45223  
Attention: Aaron Leow

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

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

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

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

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

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

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

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

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

## **9. Reporting Requirements.**

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

(B) City's Right to Inspect and Audit. During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

## **10. General Provisions.**

(A) Assignment. Developer shall not sell, lease, or convey any interest in or to the Property or assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

(B) Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the City's interests in connection with this Agreement shall control.

(C) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

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

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

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

(H) No Third Party Beneficiaries. No third party beneficiary rights are intended to be created by this Agreement.

(I) No Brokers. Developer represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.

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

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

(L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.

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

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

(O) 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.

**11. Coordinated Report Conditions**. Developer shall abide by the following additional conditions identified in the City's Coordinated Report No. 105-2024 (the "**Coordinated Report**"), unless and until each of the following additional conditions have been satisfied or waived in writing by the City, at the City's sole and absolute discretion:

(A) DOTE. Developer shall provide DOTE with its plan for vehicular access to the Property, and DOTE shall review and approve of the plans before Developer can proceed with construction.

(B) Metropolitan Sewer District of Greater Cincinnati ("MSD"). Developer must submit and receive approval of a Request for Availability of Sewer Service from MSD before any building permits will be approved.

(C) Greater Cincinnati Water Works ("GCWW"). There is no water service branch at this Property. Developer will need to hire a GCWW certified licensed and bonded plumber to perform the private water service branch design work and installation.

(D) B&I. At the time of building permit application, Developer shall provide the geotechnical analysis along with a compliant foundation solution conforming to the City engineer's recommendation. Building permits shall not be issued without approval of the geotechnical solution by the City's geotechnical engineer and B&I.

- 12. Exhibits**. The following exhibits are attached hereto and made a part hereof:
- Exhibit A – *Legal Description of Property*
  - Exhibit B – *Statement of Work, Budget, and Sources of Funds*
  - Exhibit C – *Form of Quitclaim Deed*
  - Exhibit D – *Additional Requirements* (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

**PLANT PRESS PROPERTIES, LLC,**  
an Ohio limited liability company

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

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

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

Date: \_\_\_\_\_, 2026

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

Date: \_\_\_\_\_, 2026

Approved as to Form:

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

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

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

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

By: \_\_\_\_\_  
Steve Webb, City Finance Director

Exhibit A  
to Property Sale and Development Agreement

*Legal Description of Property*

Property Address: 1318 Boyd Street, Cincinnati, Ohio 45223

Auditor Parcel ID No.: 221-0019-0135-00

Situate in Section 22, Township 3, Fractional Range 2, of the Miami Purchase in Cincinnati, Hamilton County, Ohio, and beginning at a point in the north line of Knowlton Street, seventy-five (75) feet east of Chambers Street, thence north and parallel to Chambers Street one hundred (100) feet; thence east and parallel to Knowlton Street twenty-five (25) feet; thence south and parallel to Chambers Street one hundred (100) feet to the north line of Knowlton Street; thence west along the north line of Knowlton Street twenty-five (25) feet to the place of beginning. Forming a lot of twenty-five (25) by one hundred (100) feet and being the east twenty-five (25) feet of Lots one (1), two (2), three (3) and four (4) of Lot or Block 36 of the estate of J.C. Ludlow, deceased, as recorded in Plat Book 2, Page 132 of the Hamilton County, Ohio Records.

Exhibit B  
to Property Sale and Development Agreement

*Statement of Work, Budget, and Sources of Funds*

**I. STATEMENT OF WORK**

Developer shall construct on the Property:

- (i) an environmentally sustainable (under LEED Silver standards, as defined by the U.S. Green Building Council) two-story multi-family duplex, containing two residential rental units consisting of approximately 350 – 500 sq. ft. per unit, with a fully electric power source and electric appliances (no natural gas will service the building); and
- (ii) off-street parking serving the duplex.

In addition, the Developer intends to construct a fully accessible first floor of the duplex in accordance with the Americans with Disabilities Act (ADA).

Target Tenants:

The target rent per unit is approximately \$750 - \$850 monthly. This rent is intended to fill a housing gap for the “missing middle”. In particular, young families carrying large student loan burdens or retired citizens with fixed incomes would be target candidates for renting this property. Depending on existing debts (such as car payments and student loans), the target family income range for this property would be \$40,000 - \$60,000 annually.

**II. BUDGET**

USES	AMOUNT
Acquisition Cost	\$34,000
Hard Cost	\$200,400
Soft Cost	\$38,500
<b>Total</b>	<b>\$272,900</b>

**III. SOURCES OF FUNDS**

SOURCES	AMOUNT
Equity	\$72,900
Cincinnati Development Fund	\$200,000
<b>Total</b>	<b>\$272,900</b>

Exhibit C  
to Property Sale and Development Agreement

*Form of Quitclaim Deed*

[SEE ATTACHED]



recordable release of the Repurchase Option. Grantee shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof.

Notwithstanding the foregoing, all other easements, covenants, and restrictions, including the Repurchase Option, shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

Prior instrument reference: Official Record 6682, Page 1014, Hamilton County, Ohio Records.

[Signature Page Follows]

Executed on the date of acknowledgement below.

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved as to Form:

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

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

**EXHIBIT A**  
to Quitclaim Deed

*Legal Description*

Property Address: 1318 Boyd Street, Cincinnati, Ohio 45223

Auditor Parcel ID No.: 221-0019-0135-00

Situate in Section 22, Township 3, Fractional Range 2, of the Miami Purchase in Cincinnati, Hamilton County, Ohio, and beginning at a point in the north line of Knowlton Street, seventy-five (75) feet east of Chambers Street, thence north and parallel to Chambers Street one hundred (100) feet; thence east and parallel to Knowlton Street twenty-five (25) feet; thence south and parallel to Chambers Street one hundred (100) feet to the north line of Knowlton Street; thence west along the north line of Knowlton Street twenty-five (25) feet to the place of beginning. Forming a lot of twenty-five (25) by one hundred (100) feet and being the east twenty-five (25) feet of Lots one (1), two (2), three (3) and four (4) of Lot or Block 36 of the estate of J.C. Ludlow, deceased, as recorded in Plat Book 2, Page 132 of the Hamilton County, Ohio Records.

Exhibit D  
to Property Sale and Development Agreement

*Additional Requirements*

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

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

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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

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

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

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

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

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

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

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

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

Addendum I to Additional Requirements Exhibit

*City's Prevailing Wage Determination*

INTENTIONALLY OMITTED

**April 8, 2026**

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

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

202601239

**Subject: Ordinance – Lease of 255 Setchell to East End Area Council**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Lease with East End Area Council, an Ohio not for profit corporation, pursuant to which the City will lease for a term of one year, with optional renewals of one year each, the City owned property located at 255 Setchell Strett in the East End neighborhood of Cincinnati.

cc: Daniel Betts, Director

**AUTHORIZING** the City Manager to execute a Lease with East End Area Council, an Ohio not for profit corporation, pursuant to which the City will lease for a term of one year, with optional renewals of one year each, the City owned property located at 255 Setchell Street in the East End neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property located at 255 Setchell Street, Cincinnati, Ohio (the “Property”), which Property is under the management of the Cincinnati Recreation Commission (“CRC”); and

WHEREAS, East End Area Council desires to lease the Property in order to maintain and improve the Property for the purpose of making it part of a public park and greenspace to serve as a buffer between residential and business districts in the area.

WHEREAS, the City Manager, in consultation with CRC, has determined that (i) the Property is not needed for any municipal purpose for the duration of the lease; and (ii) leasing the Property to Lessee is not adverse to the City’s retained interest in the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Property is approximately \$2,900 per year; however, because the City will receive economic and non-economic benefits from the lease of the Property to East End Area Council, the City has agreed to lease the Property to East End Area Council for \$1 per year; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City and leasing the Property to East End Area Council is in the best interest of the City because (i) the proposed use of the Property under the lease will provide economic and non-economic benefits to the City in excess of the rental value; and (ii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on November 17, 2025; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Lease Agreement with East End Area Council, an Ohio not for profit corporation (“Lessee”), in substantially the

form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of one year, with optional renewals of one year each, the real property located at 255 Setchell Street in the East End neighborhood of Cincinnati, as more particularly described and depicted in the Lease Agreement (“Property”).

Section 2. That the Property is not needed for any municipal purpose for the duration of the lease.

Section 3. That leasing the Property to Lessee is not adverse to the City’s retained interest in the Property.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Property is in the best interest of the City because the proposed use of the Property under the lease will provide economic and non-economic benefits to the City and its citizens in the area.

Section 5. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$2,900 per year; however, because (i) the City will receive economic and non-economic benefits from the lease of the Property to East End Area Council in excess of the rental value, and (ii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs, the City has agreed to lease the Property to East End Area Council for \$1 per year.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2026

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Aftab Pureval, Mayor

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

Clerk

4906-4832-2460, v. 2

# ATTACHMENT A

Contract No. \_\_\_\_\_

Property: 255 Setchell St.

## LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Suite 122, Cincinnati, OH 45202; Attention: Real Estate (the “**City**”), and the **East End Area Council**, an Ohio not for profit corporation, the address of which is PO Box 68104, Cincinnati, Ohio 45202 (“**Lessee**”).

### Recitals:

A. The City owns real property located at 255 Setchell St. in the East End neighborhood of the City of Cincinnati, such real property being designated as Hamilton County, Ohio tax parcel 0028-0002-0024 as depicted in Exhibit A hereto (the “**Leased Premises**”), which is under the management and control of the Cincinnati Recreation Commission (“**CRC**”).

B. Lessee desires to utilize the Leased Premises for the development and operation of a park and greenspace (the “**Permitted Use**”) for the recreational and aesthetic enjoyment of the public and to serve as a buffer between the surrounding residential and business districts, and the City has agreed to lease the Leased Premises to Lessee for the same.

C. The City has determined that the Leased Premises are not currently needed for any municipal purposes.

D. The fair market rental value of the Leased Premises is \$2,900.00 per year as determined by an appraisal by the City’s Real Estate Services Division.

E. The City has agreed to lease the Leased Premises for \$1.00 per year as the City has no immediate use of the property and the Permitted Use will be for a not-for-profit purpose and benefit the citizens of the City.

F. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because (i) it is desirable for the City to increase greenspace in the City of Cincinnati, (ii) Lessee owns property abutting the Leased Premises which will also be utilized for the development and operation of a park, and (iii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs.

G. Cincinnati Recreation Commission approved the lease of the Leased Premises to Lessee at its meeting on December 17, 2024.

H. City Planning Commission, having the authority to approve the change in the use of City owned property, approved the City’s lease of the Leased Premises to Lessee at its meeting on November 17, 2025.

I. Cincinnati City Council has authorized the execution of this Lease by Ordinance No. \_\_\_\_\_ passed on \_\_\_\_\_, 2026.

NOW THEREFORE, the parties hereby agree as follows:

### 1. **Grant.**

(A) **Grant.** The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, for the Permitted Use, subject to the terms and

conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Commencement Date, Lessee shall accept the Leased Premises in "as is" condition.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the operation, inspection, maintenance, repair, replacement and removal thereof. Lessee shall not construct any structures or improvements on the Leased Premises which restrict or impair access to any of the aforementioned utility infrastructure. If Lessee undertakes any action that interferes with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to the City or other utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If the City or any utility provider damages or must remove any improvements installed by Lessee within the Leased Premises, including structures, sod, landscaping, trees, improved surfaces, or other improvements whether natural or artificial or whether said improvements is now existing or installed in the future, in connection with its operation, inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

## 2. Term.

(A) Term. The term of this Lease (the "**Term**") shall commence on the date of execution hereof (also referred to herein as the "**Commencement Date**") and shall continue until the date which is one year thereafter.

(B) Automatic Extension. Upon the expiration of the initial Term, the Term of this Lease shall thereafter continue on an annual basis on the same terms and conditions as set forth herein (except as to the length of the Term) unless either party provides written notice that that the lease will not be extended for another term, such notice to be delivered not less than thirty (30) days prior to the expiration of the then current term. The City shall have the right to terminate this Lease, after the initial term, without cause, by giving written notice thereof to Lessee not less than thirty (30) days prior to the effective date of termination as specified in such termination notice. As used herein, and unless the context implies otherwise, the "Term" of this Lease shall mean the initial Term, and any extension under this paragraph.

(C) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 30 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid Monthly Base Rent (as defined below).

## 3. Base Rent.

(A) Base Rent. Beginning on the Commencement Date, Lessee shall pay the City "**Base Rent**" in the amount of \$1.00 for the Term, which shall be payable on or before the first day of the Term and any extension thereof.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, the City may terminate this Lease. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate.

**4. Permitted Use.** Lessee shall use the Leased Premises solely for the development and operation of a public park and greenspace open to all members of the public in a manner similar to other public parks in the City of Cincinnati (the "**Permitted Use**") and for no other purpose. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee shall not use or permit the use of the Leased Premises for storage of materials or supplies of any nature, equipment, refuse, junk, or other items not conducive to the enjoyment of the Leased Premises by the public for the Permitted Use. Lessee shall not permit vending of any kind or character to be conducted, permitted, or allowed within the Leased Premises. In the event that Lessee installs any playground equipment, or constructs or installs components, structures, systems or other improvements or fixtures intended for similar use, all such equipment, components, structures, systems or other improvements or fixtures shall be in compliance with any applicable national, state or local safety standards and shall be inspected by a certified playground inspector, and Lessee shall provide a copy of the report from such inspection to the City upon request.

Lessee hereby acknowledges that the Permitted Use is subject to compliance with all applicable federal, state, and local laws, codes, regulations or other governmental requirements, and this Lease shall not function as an authorization to act in conflict with the same. In the event that the Permitted Use does violate any such laws, codes, regulations or other requirements, the Permitted Use may be modified upon the mutual agreement of each party. In no event shall Lessee use the Leased Premises for purposes outside of the Permitted Use without the express written consent of the City.

Any attempt by Lessee to utilize or develop the Leased Premises for purposes outside of the scope of the Permitted Use, in conflict with the submitted and approved plans, or without obtaining the requisite permits, shall be considered a material default and may result in immediate termination of this Lease at the discretion of the City.

**5. Utilities; Real Estate Taxes; Other Expenses.** During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.

**6. Maintenance and Repairs.** Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs, and sidewalks within the Leased Premises. Lessee shall perform all vegetation management on the Leased Premises, including but not limited to mowing and the maintenance and control of all trees and other vegetation on the Leased Premises as necessary to keep the same from creating any hazards or causing the Leased Premises to become overgrown or unsightly. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage, at its sole expense, to the satisfaction of CRC (however Lessee shall not be required to restore the Leased Premises to a better condition than otherwise required under this Lease). Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.

**7. Alterations.**

(A) Alterations. Lessee, at its sole expense, shall install such curb ramps, blockades, signage, and other improvements as may be reasonably required from time to time by CRC or the Cincinnati Department of Transportation and Engineering ("DOTE"). Lessee shall not make any alterations or improvements to the Leased Premises, without obtaining the prior written consent of the City. Lessee, through a licensed contractor or other licensed professional experienced in the development, construction or operation of a public park, shall obtain all required permits from the City prior to constructing any improvements within the Leased Premises. Before a permit can be issued, Lessee's licensed contractor or other licensed professional experienced in the development or operation of a public park must supply two sets of plans to CRC or DOTE, or other City Departments if required, for approval showing the location of the proposed improvements.

(B) No Liens. Lessee shall not permit any mechanics' liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(C) Compliance with Laws. Lessee shall obtain all necessary City permits associated with work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

**8. Information and Reports.** Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City to have access to and to inspect any and all agreements and accounting, financial, administrative, and operational books, records, and statements as may be requested by the City that relate or pertain to the Leased Premises and the operation of a public park thereon and that are in Lessee's possession or control (all such reports, records, statements and other information furnished by Lessee under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Lessee and furnished to the City shall be in such form as the City may from time to time require. During the Term, Lessee shall permit the City and its designees and auditors to have access to and to inspect and audit Lessee's Records and Reports.

**9. Liability; Indemnification.**

(A) Liability. Throughout the Term, Lessee shall be responsible for all liabilities, damages, claim, costs and expenses in connection with the Permitted Use, or with Lessee's activities or the activities of the public on the Leased Premises, and Lessee hereby releases the City from any liability for any property damage or personal injury suffered or incurred by Lessee in connection with or incidental to this Lease or the exercise of Lessee's rights granted herein.

(B) Insurance. Throughout the Term, Lessee shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, Two Million Dollars (\$2,000,000) aggregate, naming the City as an additional insured, and such additional insurance as the CRC or Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. If Lessee constructs any improvements within the Leased Premises, Lessee shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(C) Waiver of Claims and Subrogation. All improvements, materials, equipment, and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged by fire or other casualty or any other cause, even if caused by

negligence, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate property insurance.

(D) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**10. Casualty**. If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee's insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by DOTE. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises is being repaired or restored.

**11. Default**. If Lessee fails to pay any sum due hereunder or perform any other obligation under this Lease within ten (10) days after receiving written notice thereof from the City (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee's sole expense and may, if necessary, enter onto the Leased Premises to undertake such cure. Lessee shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

**12. Notices**. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

**13. Surrender; Holdover**.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to one hundred fifty percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

**14. Assignment and Sublease.** Lessee shall not assign its interests under this Lease, and an attempted assignment or sub-lease of this Lease shall be null and void. The City acknowledges that Lessee may enter into a management agreement with a third party to operate the park referenced above ("**Manager**"). Lessee shall require that its Manager comply with all of Lessee's obligations to the City under this Lease, including, but not limited to, maintaining insurance at the same levels as required of Lessee and naming the City as an additional insured under the Manager's insurance policy. The Manager's obligations shall be in addition to those of Lessee and shall not relieve Lessee of any of its obligations to the City under this Lease.

**15. Additional Conditions, Coordinated Report #92-2024.** Lessee shall comply with the following terms and conditions as required by the indicated City department or affiliate:

(A) NONE

**16. General Provisions.**

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

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

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

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

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

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

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

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

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

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

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

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

(M) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

17. **Exhibits**. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Site Map - Leased Premises*

[SIGNATURE PAGES FOLLOW]

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

**East End Area Council, Lessee**  
an Ohio not-for-profit corporation

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **East End Area Council**, on behalf of the same.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*[CITY SIGNATURE PAGE FOLLOWS]*

**City of Cincinnati**

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Daniel Betts, Director  
Cincinnati Recreation Commission

Approved as to Form:

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

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

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

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

By: \_\_\_\_\_  
Steve Webb, City Finance Director

**EXHIBIT A**

Site Map – Leased Premises

**255 Setchell St, Cincinnati, OH 45226 Property**

Parcel ID: 028-0002-0024-90

Lot 9 - City of Cincinnati

