City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, April 20, 2022 | **2:00 PM** | **Council Chambers, Room 300**

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Salary History Working Group

1. 202201047 **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Julie Doyle to the Salary History Working Group for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

Community Development Advisory Board

2. 202201056 **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Amber David to the Community Development Advisory Board for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/African American)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

MR. HARRIS

MR. LANDSMAN

MS. OWENS

3. 202201030 **MOTION**, submitted by Councilmembers Harris, Landsman and Owens, **WE MOVE** that, Buildings & Inspections provide a report within sixty (60) days outlining best practices for identifying and registering vacant buildings to the Vacated Building Maintenance License (VBML). This report should also identify if necessary any additional resources needed to adequately inspect and enforce buildings which have already been registered. Buildings & Inspections should take into consideration available data sources for identifying at-risk buildings such as but not limited to: water shut off, foreclosure, postal service, tax delinquency, constituent complaints, and other sources. (STATEMENT

ATTACHED)

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: Harris, Landsman and Owens

MS. KEARNEY

4. 202201023 **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** that the Department of Transportation and Engineering provide a REPORT on suggestions and costs to provide attention-getting devices such as lights for crosswalks that exist on heavily travelled streets. (STATEMENT ATTACHED)

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Kearney

MR. LANDSMAN

MR. HARRIS

MR. CRAMERDING

MS. OWENS

MR. JOHNSON

MR. JEFFREYS

MS. PARKS

MS. KEARNEY

5. 202201032 **MOTION**, submitted by Councilmembers Landsman, Harris, Cramerding, Owens, Johnson, Jeffreys, Parks and Vice Mayor Kearney, **WE MOVE** that the City administration prepare a Fiscal Year 2023 Recommended General Fund Operating Budget which respects the following policy guidelines and priorities: 1. The Fiscal Year 2023 General Fund Operating Budget must be balanced. While continuing to strive to have a structurally balanced budget, the fiscal impacts of ongoing State cuts to the Local Government Fund, and revenue losses stemming from the pandemic, the use of one-time sources must be used to balance in Fiscal Year 2023.

Recommendation BUDGET AND FINANCE COMMMITTEE

Sponsors: Landsman, Harris, Cramerding, Owens, Johnson, Jeffreys, Parks and Kearney

CITY MANAGER

6. 202200963 **REPORT,** dated 4/20/2022, submitted by John P. Curp, Interim City Manager, regarding Department of Finance Report for the Month Ended February 28, 2022

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

7. 202200997 **REPORT**, dated 4/20/2022 submitted by John P. Curp, Interim City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for 3100 Vandercar Way Inc, DBA Mi Cozumel, 3100 Vandercar Way. (#88696010005, D5, New) [Objections: None]

Recommendation FILE

Sponsors: City Manager

8. 202201016 **REPORT,** dated 4/20/2022, submitted by John P. Curp, Interim City Manager, regarding Special Event Permit Application for Breaking Benjamin at the Brady Music Center.

Recommendation FILE

Sponsors: City Manager

9. 202201017 **REPORT,** dated 4/20/2022, submitted by John P. Curp, Interim City Manager, regarding Special Event Permit Application for Girls On The Run 2022 (Spring).

Recommendation FILE

Sponsors: City Manager

10. 202201018 **REPORT,** dated 4/20/2022, submitted by John P. Curp, Interim City Manager, regarding Special Event Permit Application for Turtles All The Way Down.

Recommendation FILE

Sponsors: City Manager

11. 202201020 **ORDINANCE** submitted by John P. Curp, Interim City Manager, on 4/20/2022, **AUTHORIZING** the City Manager to execute a *Property Exchange Agreement* with Experimental Holdings, Inc. for the exchange of real property generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum neighborhood.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. 202201021 **ORDINANCE** submitted by John P. Curp, Interim City Manager, on 4/20/2022, **Authorizing** the City manager to execute a Lease Agreement with Mutual Dance Theatre and Arts Centers pursuant to which Mutual Dance Theatre and Arts Centers will lease the College Hill Town Hall located at 1805 Larch Avenue in the College Hill neighborhood for up to 10 years.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

13. 202201033 **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 4/20/2022, **PROVIDING** for the issuance of bonds, or notes in anticipation of such bonds, by the City of Cincinnati, Ohio in the principal amount of not to exceed $10,255,000 for the purpose of financing energy conservation measures.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

14. 202201040 **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 4/20/2022, **ESTABLISHING** new capital improvement program

project account no. 980x255x222534, "City Facility Lighting and Solar Improvements," for the purpose of providing resources to install LED lighting, solar, and roofing improvements at City facilities; AUTHORIZING the transfer and appropriation the sum of $10,255,000 from the unappropriated surplus of Energy Conservation Bonds Fund 817 to newly established capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements"; and AUTHORIZING the City Manager to enter into an agreement with McKinstry Essention, LLC to provide LED lighting, solar, and roofing improvements at City facilities.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

15. 202201022 **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Meeka D. Owens/Councilmember (ETHICS).

Recommendation FILE

Sponsors: Clerk of Council

16. 202201046 **STATEMENT,** submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for John Phillip Curp/Interim City Manager.

Recommendation FILE

Sponsors: Clerk of Council

BUDGET AND FINANCE COMMITTEE

17. 202200975 **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 4/13/2022, **AUTHORIZING** the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati's LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately $260 each; and AUTHORIZING the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati's celebration of Pride Month and the Pride Month Parade as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region.

Recommendation PASS EMERGENCY

Sponsors: City Manager

18. 202200977 **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 4/13/2022, **AUTHORIZING** the City Manager to accept a donation from the USS *Cincinnati* Commissioning Foundation of a framed lithograph, signed by the artist Peter K. Hsu, and valued at approximately $95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

19. 202200979 **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 4/13/2022, **AUTHORIZING** the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and AUTHORIZING the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

Recommendation PASS EMERGENCY

Sponsors: City Manager

20. 202200980 **ORDINANCE (EMERGENCY)**, submitted by Mayor Aftab Pureval, from Andrew W. Garth, City Solicitor, **AUTHORIZING** the transfer and return to source Local Fiscal Recovery Fund 469 of the sum of $250,000 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning sources with actual uses; ESTABLISHING new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime; AUTHORIZING the transfer and appropriation of the sum of $250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City; and DECLARING expenditures from American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," to be for a public purpose.

Recommendation PASS EMERGENCY

Sponsors: Mayor

21. 202200981 **RESOLUTION (LEGISLATIVE)** submitted by John P. Curp, Interim City Manager, on 4/13/2022, **DECLARING** the necessity of assessing properties in Lighting Group 3 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2021.

Recommendation PASS

Sponsors: City Manager

SUPPLEMENTAL ITEMS

HEALTHY NEIGHBORHOODS COMMITTEE

22. 202200872 **MOTION**, submitted by Councilmember Parks, **WE MOVE** that the Administration provide a report back to Council within thirty (30) days with recommendations for how the City administration can support and encourage the Civil Service Commission (CSC) to provide Spanish language options for civil service exams along with HR and recruiting communications. The report should identify additional resources that would be required, if any, for the CSC to approve and implement such recommendations.

Recommendation ADOPT

Sponsors: Parks

ANNOUNCEMENTS

Adjournment

City of Cincinnati

Mayor Aftab Pureval

Mayor Aftab Pureval

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: aftab.pureval@cincinnati-oh.gov

April 2022

APPOINTMENT

I hereby appoint Julie Doyle to the Salary History Working Group for a term of two years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

HRC® Consulting Services

JULIE DOYLE | SENIOR CONSULTANT

[redacted] | [redacted] | www.HRC.com

KEY STRENGTHS

- Strategic Human Resources
- Leadership Development
- Business Acumen
- Talent Acquisition
- Cultivating Culture

People Strategies
Expertise in aligning your people and business strategies for a competitive advantage.

Developing Strategic Leaders
Skilled in developing and maximizing individual leadership competency throughout your organization.

Business Acumen/HR Expertise
Qualified change agent for solving your complex business challenges and driving desired results.

PROFILE

SENIOR CONSULTANT

Julie has a proven track record of success facilitating solving complex business challenges with senior leaders through their teams of people and processes. Her varied experience over twenty years makes her a valuable business partner.

VOLUNTEER LEADERSHIP

Ohio SHRM State Council Director
Former Ohio SHRM HR Conference Chair
Society of Human Resources Management

Former President
Greater Cincinnati Human Resources Assoc.

CERTIFICATIONS

SHRM-SCP | SPHR

Social + Emotional Intelligence Certified Coach

DISTINCTIVE VALUE

Strategic Human Resources
- Expertise in developing high performing teams that drive results
- Multi-site/Multi-state experience solving complex business challenges with senior leaders through their teams of people and processes
- Mergers/Acquisitions - due diligence and analysis

Leadership Development
- Expertise in developing strategic leaders
- Building leadership competency of high potentials
- Development of training programs scalable throughout the organization

Talent Management
- Benefits strategies
- Recognition and rewards systems
- Development of performance review systems

Talent Acquisition
- Retention Strategies
- Building competencies of hiring managers to ensure strong selection processes
- High volume recruiting, applicant tracking systems, electronic onboarding systems

Cultivating Culture
- Culture assessments
- Strategies to cultivate culture
- Experience aligning company and employee values

JULIE A. DOYLE, SHRM-SCP, SPHR

HUMAN RESOURCES EXECUTIVE

A passionate professional with over 25 years experience in managing and developing people and businesses in a variety of industries. More than 20 years experience as a Senior Human Resources Leader in fast paced, rapidly growing and changing environments. Experience as an entrepreneur, producing win-win strategies by identifying and maintaining the balance between what the business needs to grow and thrive and the needs of the employees. Sought out HR professional to present current HR trends and strategies. A record of accomplishment of leading teams, developing and executing strategy and solving complex business challenges.

AREAS OF EXPERTISE

- Development & Execution of People Strategies
- Development & Facilitation of Training & Leadership Programs
- Identify and Develop High Potential Talent
- Building Partnerships within the organization through a collaborative approach
- Compensation Systems & Strategies
- Pay Equity Strategies
- Culture Assessment
- Develop and Define Career Paths
- Talent Accquisition
- Hiring & Retention Strategies
- Mergers & Acquisitions Due Diligence
- Budget Planning, Development & Control
- Retirement Plan & ESOP Administration
- Strategic Planning
- Change Management
- Legal & Regulatory Compliance
- Benefits Strategy and Administration
- Employee Relations
- Worker's Compensation-Multi-State
- HRIS Strategies & Solutions
- OSHA Safety Programs-Development & Training

PROFESSIONAL EXPERIENCE

HRC, INC., Cincinnati, OH Feb 2019 to Present
HRC Consulting Services is a premier Human Resource and Talent Development Firm

Senior Consultant
In my role as Senior Consultant, I partner with business leaders to tackle complex business challenges around people and processes by offering soltion-based consulting and training to achieve a workplace of high commitment and performance.

FIRSTLIGHT HOME CARE FRANCHISING,LLC., Cincinnati, OH April 2017 to March 2018
A National Franchisor of Home Care Agencies providing compassionate in-home care, senior care, and respite care to any adult in need.

Executive Director of Human Resources, Talent Acquisition, Client Care Services
Responsible for developing and executing people strategies that align with the vision and mission of the organization to drive business results. As a member of the senior leadership team leading Human Resource, Talent Acquisition, and Client Care departments I am responsible for creating a strong foundation to accelerate and enhance our national recruiting program. I am charged with overseeing all human resource policies, practices and procedures as it relates to both franchisor and franchisee implementation. I work closely with the CEO and all members of the franchisor team to aggressively identify, evaluate, pursue and enable the highest level of quality care to be delivered through our franchisees.

Direct reports: Director of Human Resources, Director of Client Care Services
Accomplishments:

- Enhanced the curriculum for New Owner Training in areas of recruiting, retention, recognition, and client care
- Implemented system wide ATS and electronic Onboarding system to enhance recruiting and improve the candidate experience

HARLOW-HRK SALES & MARKETING, INC., Cincinnati, OH May 2015 to January 2017
A comprehensive sales, marketing, analytical, and retail support broker for consumer packaged goods manufacturers working with Kroger.

Vice President of Human Resources
Responsible for developing and executing the people strategy within the organization. Responsible for aligning the people strategy with the vision and mission of the organization to drive business results.

Direct reports: Human Resources Manager, Human Resources Specialist, Human Resources Administrator. As a member of the executive leadership team, I worked closely with leadership team and business partners.

Accomplishments:

- Evaluated Human Resources capability and developed a comprehensive people strategy that aligned to our business strategy
- Participated in the strategic planning process for our business-developing the strategy, goals, tactics, and measures
- Completed a comprehensive compensation study, developed the compensation philosophy and implemented the compensation system
- Developed a Training Platform that is scalable to all areas of the organization
- Implemented leadership development programs for high potential associates
- Developed and implemented a highly successful hiring and selection strategy
- Improved the performance appraisal process linking performance to goals and metrics
- Utilized assessments as a development tool to identify skill gaps and define individual career paths
- Developed career paths within organization to build our bench strength
- Identified our core values to cultivate a culture change within the organization

THE BISTRO GROUP, INC., Cincinnati, OH January 2009 to May 2015
A Restaurant Management Group with 2500+ employees owning and operating 33 restaurants, TGI Friday's & McAlister's Deli's in 4 states.

Director of Human Resources
Responsible for driving the strategy and results of the Human Resources function within the organization. Responsible for aligning the strategy with the vision and mission of the organization.

Direct reports: Benefits Administrator, Corporate Training Manager, Human Resources Administrator, work closely with operations leaders and business partners.

Accomplishments:

- Implemented a 360° Feedback process for senior leadership
- Utilized assessments to identify skill gaps in our field management and senior leaders
- Developed career paths for our field management to build our bench strength
- Piloted a new Service Style for corporate franchisor (Friday's) by rolling out and implementing to the field- provided feedback and best practices to Friday's for their use in rolling out corporate training programs.
- Developed a leadership council with key leaders from the field to develop and drive initiatives that align with our strategies
- Successful in cultivating a culture change within the organization
- Developed and implemented a comprehensive hiring and selection process for management positions
- Significantly lowered health care costs the first two years with little change to the level of benefits offered

JAS HUMAN RESOURCES SOLUTIONS, Milford, OH 2007 to 2009
Human resources and business consulting firm.

Principle Consultant
Responsible for business development and client relationships as independent consultant
Facilitate strategic growth for client companies through maximizing human capital

DOWN LITE INTERNATIONAL, Mason, Ohio, 1998-2007
$100M manufacturer and distributor of natural fill bedding products for retail markets.

Director of Human Resources
Responsible for complete development and effective operation of Human Resources department that ensures open communication flow between management and the employees

Direct reports: Benefits Administrator, Corporate Recruiter, Administrative Support, worked closely with business partners and providers.

Accomplishments:

- Reduced Employee Turnover from 66% to 3%
- Successfully sourced and recruited throughout the organization including executive levels
- Developed OSHA Safety Programs and reduced BWC premiums significantly
- Implemented a self-directed Profit Sharing and 401K retirement plan as Plan Administrator

OTHER REVELANT EXPERIENCE AND VOLUNTEER ROLES

OHIO SOCIETY OF HUMAN RESOURCES MANAGEMENT- STATE COUNCIL, OH 2010 to Present
State Council for Society of Human Resource Management

Ohio SHRM State Director - Volunteer Role (State Director term 2020-2021)

Responsible for leading the Ohio SHRM State Council Board and Council Members to achieve the goals of the state council and support the 25 local SHRM Chapters in the state of Ohio.

Mission: The Ohio SHRM State Council is dedicated to advancing Human Resources excellence through shared knowledge, development, and leadership.
Vision: To be the leading resource for advancing the HR profession in Ohio.
We are a state council affiliate of the Society for Human Resource Management that supports 25 local chapters throughout Ohio facilitating engagement and learning through meetings, training opportunities, and networking.

Conference Committee Member- Volunteer Role
Responsible for all aspects of planning and executing the three day annual Ohio State SHRM Conference for 1,000+ attendeesWork in multiple roles rotating each year up to final position of Conference Chair for Ohio SHRM in 2018
Positions held: Past Conference Chair (current role),2018 Conference Chair, Vice- Chair, Speaker Chair, Arrangements, Exhibitors Chair
Accomplishments:

- Record attendance at annual conference year over year
- A track record of exceeding profit over budget from conference
- As Exhibitor Chair sold 100+ exhibitor booths and premium sponsorships to vendor partners
- Implemented a lead tracking software system for exhibitor to use when networking with attendees

NORTHERN KENTUCKY GRADUATE STUDIES ADVISORY BOARD, Highland Heights, KY Oct. 2016- 2018
Northern Kentucky Graduate School

Volunteer Role
Serve on a board with other business leaders to utilize expertise to provide input on current/future curriculum to meet the needs of the workforce now and in the future

GREATER CINCINNATI HUMAN RESOURCES ASSOCIATION, Cincinnati, OH 2007 to 2018
Local Affiliate of Society of Human Resource Management- 700 Local Members

President- Volunteer Role
Responsible for all aspects of the organization- financial, membership, educational programs, professional development
Lead a volunteer Board of Directors to accomplish organizational goals for a 700+ member chapter
Developed, implemented, and executed the strategic plan- 2011 thru 2016
Facilitate strategic growth of organization through 40+ educational programs each year
Positions held:
Executive Board: Past President (current), President, Vice President, Secretary
Board of Directors: Programs
Committee Member: College Relations, Workforce Readiness, Speakers Bureau

Accomplishments:

- Multiple winner of the SHRM Affiliate Program for Excellence (SHAPE) Platinum,Gold, Silver level
- SHRM Membership SUPER STAR for increased membership- highest in the state of Ohio
- Multiple winner of SHRM Foundation Chapter Champion Award for charitable donations

SCORE Chapter 34- Cincinnati, OH- 2008-2009
Volunteer arm of the Small Business Administration (SBA)

Business Counselor
Counsels business on all aspects from start-up to strategic initiatives.
Facilitate seminars on Hiring and Retention to business owners
Outreach to local universities to encourage entrepreneurial interest in students including speaking at the University of Cincinnati Economics Class

EDUCATION AND CERTIFICATIONS

BS Human Resources Management — University of Cincinnati, Cincinnati, OH

Senior Professional Human Resources, SPHR — Human Resources Certification Institute 2006

SHRM Senior Certified Professional — Society of Human Resources Management 2014

Current Activities

- Member of Society for Human Resources Management (SHRM)

City of Cincinnati

Mayor Aftab Pureval

Mayor Aftab Pureval

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
Fax (513) 352-5201
Email: aftab.pureval@cincinnati-oh.gov

April 2022

APPOINTMENT

I hereby appoint Amber David to the Community Development Advisory Board for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

AMBER DAVID

INDUSTRY EXPERIENCE

Economic Development Manager | Oct 2019 – Present

The Kroger Co.

- Oversee and expand New Markets Tax Credit and Opportunity Zone portfolios from sourcing allocation through transaction unwind
- Perform research, analysis, and compliance related to federal, state and local tax credit and incentive opportunities for several lines of business, including retail, manufacturing, distribution & logistics throughout Kroger's national network
- Operationalize credits and incentives database
- Lead internal cross-functional efforts related to forecasting, benefit realization, commitment tracking and ongoing compliance

Program Officer, Economic Development & Lending

April 2019 – October 2019

Local Initiatives Support Corporation (LISC)

- Responsible for a loan portfolio of approximately $7MM that resulted in the development of over 100,000 sq ft of community and commercial space and funded 10 small businesses
- Served as primary originator, including working with borrowers to structure the transaction, conducting due diligence and financial analyses, drafting credit memoranda, and presenting loan recommendations to LISC's national Credit Committee.

Small Business Specialist | Jan 2017 – April 2019

Local Initiatives Support Corporation (LISC)

- Managed a $3.5MM small business loan program with a particular focus on women- and minority-owned businesses.
- Performed underwriting on loan originations to ensure eligibility and credit criteria were met.

Admissions Officer | Jan 2014 - Aug 2015

International Admissions, University of Cincinnati

- Spearheaded the development of region-specific marketing and communications for use by UC offices in China, India, Vietnam as well as US-based, international region managers.
- Executed outreach strategy including recruitment visits to Middle East and North Africa
- Created and implemented email marketing campaign that was distributed weekly to over 40,000 recipients.

EDUCATION

Economic Development Finance Professional Certification | Feb 2018

National Development Council

Master of Community Planning, Real Estate, Marketing Certificates | May 2017

University of Cincinnati

B.A. Communications Studies | Dec 2011

The College of New Jersey

OBJECTIVE

Pursue volunteer experiences that utilize my professional skillset.

COMMUNITY EXPERIENCE

Center Stage Board Associate | Cincinnati Opera

Aug 2021 – Present

Promote and encourage the spirit of philanthropy and volunteerism

Board Member | Flywheel Social Enterprise Hub

Oct 2020 - Present

Provide insights for development efforts and governance issues

County Commissioner Appointee | Hamilton County Tax Incentive Review Committee

Jan 2019 - Dec 2019

Determined enterprise compliance with Enterprise Zones or Community Reinvestment Areas

Member | Junior League of Cincinnati

Aug 2018 - Present

Execute strategies to recruit diverse, female leaders to the organization

PROJECTS

"**Economic Empowerment for All:** An Examination of Women's Experiences and Perceptions of Economic Empowerment in Maha Sarakham, Thailand" – Master's Thesis

"**Economic Impact of the Cincinnati Streetcar:** Input-Output Analysis" – Prepared for the City of Cincinnati Council

City of Cincinnati

801 Plum Street, Suite 351
Cincinnati, Ohio 45202

Phone (513) 352-5243
Email reggie.harris@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202201030

Reggie Harris
Councilmember

April 21, 2022

MOTION

WE MOVE that, Buildings & Inspections provide a report within sixty (60) days outlining best practices for identifying and registering vacant buildings to the Vacated Building Maintenance License (VBML). This report should also identify if neccessary any additional resources needed to adequately inspect and enforce buildings which have already been registered. Buildings & Inspections should take into consideration available data sources for identifying at-risk buildings such as but not limited to: water shut off, foreclosure, postal service, tax delinquency, constituent complaints, and other sources.

Reggie Harris

Reggie Harris

STATEMENT

Vacant buildings are not just a blight problem for our neighborhoods, but a serious missed opportunity for community building, affordable housing, and local property ownership. A critical component of the preservation and creation of affordable housing, and housing across the spectrum, is ensuring that old buildings do not fall into disrepair and can be ready-to-renovate when the conditions occur. Too often, out-of-town owners as well as others will allow just that to happen in the speculative process. Additionally, the blight unmaintained buildings incur on a neighborhood is harmful, and the cost of demolition-as-a-last-resort on the city is expensive and should be avoided at all costs.

B&I needs the resources to keep track of and inspect vacant properties to minimize the number of vacant properties going into disrepair. As of now, the process is largely through self-reporting and may only include as few as half of the total vacant buildings within city limits. We cannot begin to seriously address this problem until we have an accurate database of the problem at hand and can get buildings into the system that need to be.

City of Cincinnati

801 Plum Street, Suite 346-A
Cincinnati, Ohio 45202

Phone (513) 352-5205
Email Jan-Michele.Kearney@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Jan-Michele Lemon Kearney
Councilmember

April 18, 2022

Motion

WE MOVE that the Department of Transportation and Engineering provide a REPORT on suggestions and costs to provide attention-getting devices such as lights for crosswalks that exist on heavily travelled streets.

Jan-Michele Lemon Kearney

STATEMENT

Several weeks ago, a video was posted on social media showing students attempting to cross Harrison Avenue. Cars zoomed by, apparently unaware of the existence of the crosswalk or the students. The pedestrians were left in the dangerous position of standing in the middle of the crosswalk as cars sped by on both sides of them. It is unclear whether drivers were even aware of the crosswalk. This motion requests a report on what can be done to bring attention to crosswalks on busy streets.

CAL → Healthy Neighborhoods
J-MLK

City of Cincinnati

801 Plum Street, Suite 352
Cincinnati, Ohio 45202

Phone: (513) 352-5232
Email: greg.landsman@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

April 18, 2022

MOTION

Budget Policy Direction to City Administration for Recommended FY2023 General Fund Operating Budget

WE MOVE that the City administration prepare a Fiscal Year 2023 Recommended General Fund Operating Budget which respects the following policy guidelines and priorities:

1. The Fiscal Year 2023 General Fund Operating Budget must be balanced. While continuing to strive to have a structurally balanced budget, the fiscal impacts of ongoing State cuts to the Local Government Fund, and revenue losses stemming from the pandemic, the use of one-time sources must be used to balance in Fiscal Year 2023.

2. Given the projected $84 million gap between General Fund revenues and expenditures, federal American Rescue Plan (ARP) funds must be used to offset the projected budget deficit based on the eligible use of funds for pandemic related loss of revenue.

3. Staffing core services, Police, Fire, and Sanitation, must be prioritized.
    a. Police and Fire should be funded consistent with bargaining agreements based on the departments' plans to reach their approved budgeted full-strength complement of 1,059 police officers and 859 firefighters. The Budget should include funding for a 53 Police Recruit Class to start in July 2022 with a second 35 member Police Recruit Class to start in May 2023. The Budget should include funding for Fire Recruit Class #120 with 50 members with a start date in October 2022, and for a second 50 member Fire Recruit Class #121 with at targeted start date of June 2023.

b. Public Services crews should also be funded consistent with bargaining agreements, with every effort made to fill vacancies, including signing and retention pay, and increase the number of crews to improve services and reduce staff burn-out.

4. Other basic and core services should be maintained with recommendations to incrementally restore staff and services to levels necessary to meet the needs of our citizens as fully as possible.

5. The budget should be prepared consistent with the ordinance passed June 21, 2017, which directs the City Council to increase appropriations to human services over a five-year period to 1.5% of the General Fund Budget. Specifically, the FY2023 appropriations should attempt to achieve 1.5% of the General Fund revenue estimate established as part of the Tentative Tax Budget (TTB) for the upcoming fiscal year.

6. As part of an increased commitment to human services funding, especially in light of financial and related pain experienced by our residents in the aftermath of the pandemic, the budget should include a new "Boots on the Ground Fund" to support smaller non-profit organizations that are oftentimes closest to those who need support but are unable to successfully compete for funding as part of existing processes. We can not afford to leave these organizations out.

7. The budget should prioritize efforts to keep neighborhoods safe (Safe and Clean Fund), keep people in their homes (Eviction Prevention Fund), address litter and blight (HARBOR and new litigators to hold accountable problem properties and illegal dumping), offering jobs with career pathways as gainful employment for young people(Youth Jobs).

8. As taxpayers continue to grapple with the costs related to severe weather events, the budget should work to fully fund the work of the Office of Environment and Sustainability.

9. The budget must prioritize leveraged funding efforts that bring jobs to the City.

City of Cincinnati

801 Plum Street, Suite 352
Cincinnati, Ohio 45202

Phone: (513) 352-5232
Email: greg.landsman@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

10. The budget must ensure that our wage enforcement work is fully funded.

11. The budget should maintain support for neighborhood groups, including Neighborhood Community Councils and Neighborhood Business Districts, and resources needed by the Administration to do community engagement and communications.

12. The budget should include and increase in our contribution to the pension by $1million per year.

13. Council remains committed to building a reserve balance of 16.7% of prior year General Fund operating revenues.

Councilmember Greg Landsman

Councilmember Reggie Harris

Councilmember Jeff Cramerding

Interdepartmental Correspondence Sheet

April 20, 2022

TO: Mayor and Members of City Council

FROM: John P. Curp, Interim City Manager **202200963**

SUBJECT: Department of Finance Report for the Month Ended February 28, 2022

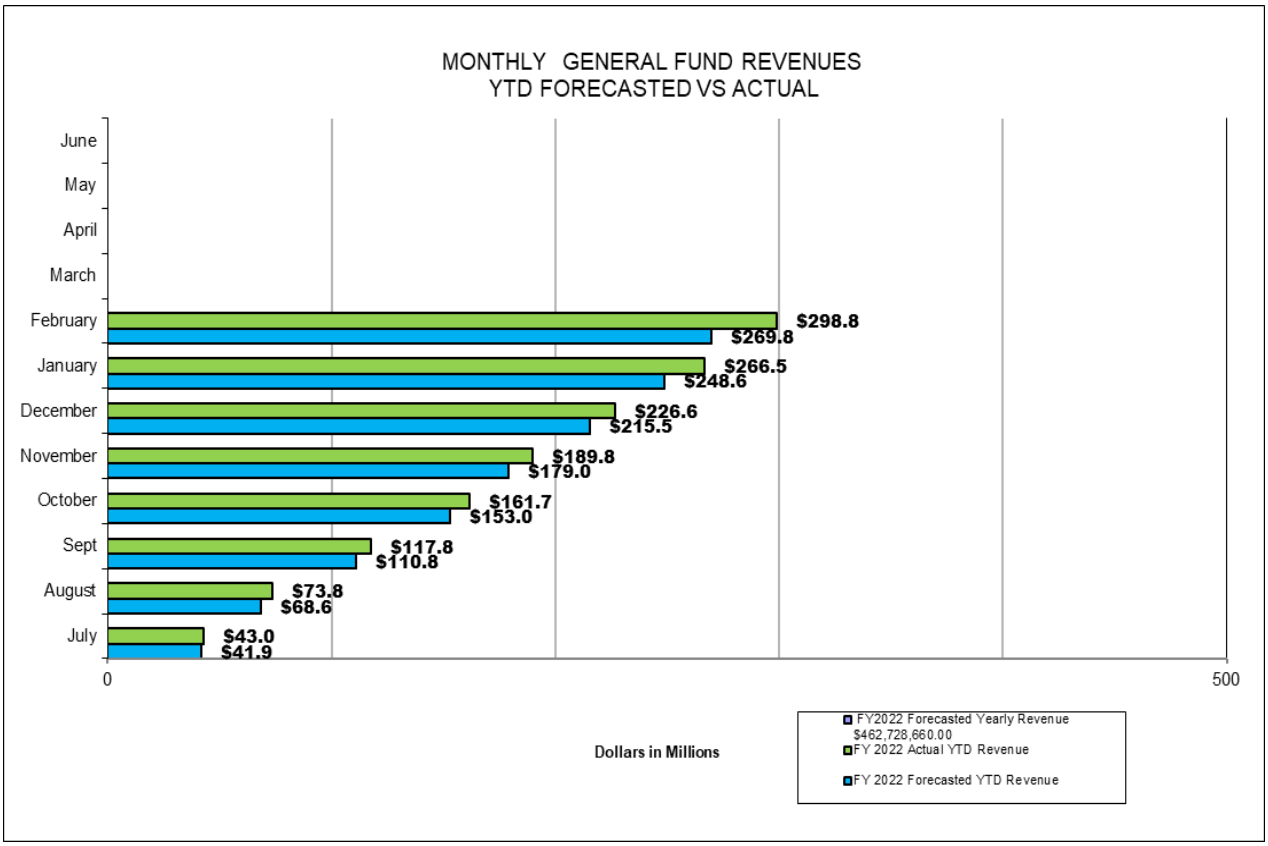
FEBRUARY 2022
MONTHLY FINANCIAL REPORTS

The following report provides an update on the City of Cincinnati's financial condition as of the month ending February 28, 2022. The budget portion of the monthly monitoring report concluded with the January 2022 reporting period. Departments are currently evaluating savings and needs through the end of Fiscal Year 2022. Any issues will be addressed in the FY 2022 Final Adjustment Ordinance (FAO), which will be presented to the City Council in May 2022. The combined Finance and Budget monitoring reports will resume in FY 2023 starting with the September 2022 reporting period.

The revenue variances in this report are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue vs. forecasted revenue and prior year actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year to date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through February 28, 2022 and shows that actual revenue of $298.8 million was above forecasted revenue of $269.8 million by $29 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year to date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES

	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	1,760,861	
City Income Tax	20,905,366	
Admissions Tax	2,046,339	
Short Term Rental Excise Tax	384,899	
Licenses & Permits	1,252,300	
Fines, Forfeitures, & Penalties		($47,999)
Investment Income	561,507	
Local Government	2,176,297	
Casino	1,477,752	
Police		($268,565)
Buildings and Inspections	74,254	
Fire	553,262	
Parking Meter	400	
Other		($1,818,687)
	31,193,237	($2,135,250)
Difference	29,057,987	

General Fund (favorable variance) is $29 million above the amount forecasted thru February in the FY 2022 Budget. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is up $1.8 million. Revenue is currently greater than projected as a result of higher assessed property values utilized by the County Auditor. However, since the millage rate is lower starting in CY 2022, property tax revenue is expected to be at or near the estimate at year end.

Income Tax (favorable variance) is $21 million above the forecasted amount. The amount of withholding refunds due in the spring of CY 2022 are still unknown, which could affect the variance. Administration is still watching income tax trends very closely due to the shift to remote work.

Admission Tax (favorable variance) is up $2 million. The FY 2022 estimates are conservative due to the unknown level of response to the ongoing pandemic. The return of events since the pandemic and new entertainment venues have both contributed to the favorable variance.

License & Permits (favorable variance) is up $1.3 million. Building permits are trending toward pre-pandemic levels along with Heating & Ventilating permits. The FY 2022 estimate was conservative due to the lingering effects of the pandemic. Administration will continue to monitor the activity.

Investment Income (favorable variance) is up $562k. The favorable variance is due to many investments maturing in December. It is anticipated that investment income will exceed the revenue projections for the fiscal year. Investment income is recognized quarterly in September, December, March and June of each fiscal year.

Local Government (favorable variance) is $2.2 million above the forecasted amount. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up $1.5 million. The casino revenue is outperforming current estimates, which have been set at pre-pandemic levels.

Other (unfavorable variance) is $1.8 million below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

Restricted Funds:

Parking System (favorable variance) is $2.2 million above forecasted amount. There was a one-time payment received on the sale of a parking lot easement that contributes to $1.4 million of this variance. The other variance is a result of the estimate being conservative as we are still trying to find the new normal from the pandemic and hybrid work schedules of downtown companies.

Municipal Golf (favorable variance) is up $931k. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as people are looking for outside activities during the pandemic, resulting in increased revenue.

Parking Meter (unfavorable variance) is $625k below the estimate. Lower demand from the pandemic and permanent elimination of spaces (Court St, the Banks and OTR) is leading to the unfavorable variance.

Recreation Special (unfavorable variance) is down $1 million. The Cincinnati Recreation Commission is still seeing a reduction in revenue due to lower attendance of recreation center programs as a result of the lingering pandemic. Cancellations of some team sports have also occurred due to a shortage of game officials.

Hazard Abatement (unfavorable variance) is down $745K. Even though the foreclosure ban has been lifted there has not been an increase in foreclosures. Therefore, the number of Vacant Foreclosure Licenses is still down. The Vacant Buildings Maintenance License revenue has not started to rebound either. A driver could be that homes are staying occupied and development plans are being instituted. This will lead to lower revenue in this fund but there may be more revenue in the General Fund as permits for improvements increase.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of February 28, 2022.

2. Audit of the City Treasurer's Report for the month ended January 31, 2022.

3. Statement of Balances in the various funds as of February 28, 2022.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager
Karen Alder, Finance Director

Attachments

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: April 20, 2022

202200997

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

Subject: **Liquor License – New**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 88696010005
PERMIT TYPE: NEW
CLASS: D5
NAME: 3100 VANDERCAR WAY INC
DBA: MI COZUMEL
3100 VANDERCAR WAY
CINCINNATI, OH 45209

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

On March 7, 2022, Oakley Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 26, 2022

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2022

To: Lieutenant Colonel Teresa Theetge, Interim Police Chief

From: Police Officer ChristineBarry, P64, District Two NLU

Copies to:

Subject: **RENEWAL, TRANSFER OR ISSUANCE OF LIQUOR LICENSES**

PATROL BUREAU MEMO #: 22-108

DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE: District Two

PERMIT #: 88696010005

TYPE OF PERMIT APPLIED FOR: New

PERMIT NAME & ADDRESS:

Name:	Mi Cozumel
Address:	3100 Vandercar Way, Cincinnati, Oh 45209

APPLICANTS NAME(S): Alfredo Leon

INSPECTION / INVESTIGATION INFORMATION:

Officer:	Christine Barry
Date:	3/11/22
Findings:	Premises found to be in compliance with all applicable procedures.

COMMUNITY COUNCIL NOTIFIED:

Name 1: Colleen Reynolds	Date: 3/11/2022	Notified by: email
Phone: 513-533-2039	E-mail: oakleycouncil@oakleynow.com	

Name 2: Joe Groh	Date: 3/11/2022	Notified by: email
Phone: 513-417-2284	E-mail: oakleycouncil@oakleynow.com	

DISPOSITION OF THE COMMUNITY COUNCIL:

☒NO OBJECTIONS ☐OBJECTION: Attached Letter with Community Council Letterhead

DISPOSITION OF THE DISTRICT:

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

REASON FOR OBJECTION:

CB

CSS/LPW
ADC

No Objection
- MJ/LTCY
3/22/22.

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

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

March 2, 2022

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

Dear Ohio Division of Liquor Control:

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

Application No.:	88696010005
Permit Type:	NEW D5
Name:	3100 VANDERCAR WAY INC DBA MI COZUMEL 3100 VANDERCAR WAY CINCINNATI, OHIO 45209

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

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

Thank you for your prompt attention.

Sincerely,

Melissa Autry, CMC
Clerk of Council

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

88696010005 PERMIT NUMBER	NEW TYPE	3100 VANDERCAR WAY INC DBA MI COZUMEL 3100 VANDERCAR WAY CINCINNATI OH 45209
ISSUE DATE		
02 23 2022 FILING DATE		
D5 PERMIT CLASSES		
31 066 A D33171 TAX DISTRICT RECEIPT NO.		

FROM 02/25/2022

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

MAILED 02/25/2022 RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/28/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 8869601-0005
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CINCINNATI CLERK OF COUNCIL
CITY HALL
801 PLUM ST ROOM 308
CINCINNATI OHIO 45202

DLC 4052 REV. 03/09

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

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

For City Bulletin

Liquor Permit Application

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

Application No.:	88696010005
Permit Type:	NEW D5
Name:	3100 VANDERCAR WAY INC DBA MI COZUMEL 3100 VANDERCAR WAY CINCINNATI OH 45209

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

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

03/02/2022

MELISSA AUTRY, CMC Clerk of Council

The last day for the State to receive an objection is

03/28/2022

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 04/20/2022

202201016

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Breaking Benjamin at the Brady Music Center Outdoor Event Lawn)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Breaking Benjamin
EVENT SPONSOR/PRODUCER:	Music and Event Management, Inc. (M.E.M.I.)
CONTACT PERSON:	David Armstrong
LOCATION:	Brady Music Center Outdoor Event Lawn
DATE(S) AND TIME(S):	5/11/2022 7:00PM to 11:00PM
EVENT DESCRIPTION:	Breaking Benjamin Concert on the outdoor event lawn at the Brady Music Center
ANTICIPATED ATTENDANCE:	4,000
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (Brady Music Center Liquor Permit)

cc: Lieutenant Colonel Teresa A. Theetge, Interim Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 04/20/2022

202201017

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Girls on the Run 2022 - Spring)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Girls on the Run 2022
EVENT SPONSOR/PRODUCER:	Girls on the Run Greater Cincinnati
CONTACT PERSON:	Ben Groh
LOCATION:	Yeatman's Cove - Streets around the Riverfron and Banks
DATE(S) AND TIME(S):	5/07/2022 8:00AM to 12:00PM
EVENT DESCRIPTION:	5K run for girls grades 4 through 8.
ANTICIPATED ATTENDANCE:	4,000
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

T. Theetge

cc: Lieutenant Colonel Teresa A. Theetge, Interim Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 04/20/2022

202201018

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Turtles All the Way Down)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Turtles All the Way Down
EVENT SPONSOR/PRODUCER:	Red Zone Pictures, Inc
CONTACT PERSON:	Evan Eley
LOCATION:	Throughout the City and Hamilton County at various locations
DATE(S) AND TIME(S):	4/18/2022 to 6/18/2022
EVENT DESCRIPTION:	Warner Brothers Pictures movie being filmed in the tri-state area
ANTICIPATED ATTENDANCE:	130
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

T. Theetge

cc: Lieutenant Colonel Teresa A. Theetge, Interim Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

April 20, 2022

TO: Mayor and Members of City Council 202201020

FROM: John P. Curp, Interim City Manager

SUBJECT: **Ordinance - Property Exchange Agreement Experimental Holdings, Inc.**

Attached is a ordinance captioned:

> **AUTHORIZING** the City Manager to execute a Property Exchange Agreement with Experimental Holdings, Inc. for the exchange of real property generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum neighborhood.

The Board of Park Commissioners at their **April 18, 2019** meeting approved the sale of the City Sale Property to Developer. The Administration recommends the adoption of this resolution.

Attachment I – Agreement

cc: John Neyer, Interim Director of Parks
Andrew Garth, City Solicitor

{00358807-1}

AUTHORIZING the City Manager to execute a *Property Exchange Agreement* with Experimental Holdings, Inc. for the exchange of real property generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum neighborhood.

WHEREAS, the City owns certain real property lying between Columbia Parkway to the north and Walworth Avenue to the south in the Columbia Tusculum neighborhood, as more particularly described and depicted in the *Property Exchange 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 Board of Park Commissioners of the City of Cincinnati (the "Park Board"); and

WHEREAS, Experimental Holdings, Inc., an Ohio corporation ("Developer"), owns two parcels of land adjoining the Property and desires to purchase a portion of the Property, as more particularly depicted and described on Attachment A (the "Sale Property") to facilitate the construction of new single-family housing (the "Project"); and

WHEREAS, Developer's real property abuts Columbia Parkway, and developer desires to convey to the City certain portions of Developer's property for use by the City as greenspace along Columbia Parkway (the "Exchange Property"); and

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

WHEREAS, the City Manager, upon consultation with the Park Board, has determined that the Sale Property is not needed for park purposes or any other municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that: (i) the fair market value of the Sale Property is approximately $25,000; and (ii) the fair market value of the Exchange Property is approximately $1,500, a difference of $23,500, which Developer has agreed to pay; and

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

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

otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

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

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

WHEREAS, the Park Board approved the sale of the Sale Property to Developer and approved the acceptance of the Exchange Property at its meeting on April 18, 2019; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property at its meeting on September 6, 2019; 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 Exchange Agreement* with Experimental Holdings, Inc., an Ohio corporation ("Developer"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will convey to Developer approximately 0.0718 acres of City property lying between Walworth Avenue to the south and Columbia Parkway to the north in Columbia Tusculum, as more particularly described as follows (the "Sale Property"):

> Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, Town 4, Fractional Range 2, Miami Purchase, and being all of Lot 2 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:
>
> Commencing at a chiseled "X" set at the southeast comer of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North

57° 07' 00" West, along the northerly line of Walworth Avenue, 30.01 feet to a 5/8" dia. iron pin set, said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 17.75 feet to a 5/8" dia. iron pin set;

thence, North 21° 24' 52" West, continuing along said northerly line of Walworth Avenue, 14.30 feet to a 5/8" dia. iron pin set at the southeast comer of Lot 1 of said B.F. Strader's Addition;

thence, North 31° 33' 00" East, along the easterly line of said Lot 1, 98.31 feet to a 5/8" dia. iron pin set at the southwest comer of Lot 84 of said B.F. Strader's Addition;

thence, South 58° 27' 00" East, along the southerly line of said Lot 84, 30.00 feet to a 5/8" dia. iron pin set at the southeast comer of Lot 84 of said B.F. Strader's Addition;

thence, South 31° 33' 00" West, along the westerly line of Lot 3 of B.F. Strader's Addition, 106.09 feet to the True Point of Beginning, containing 0.0718 acres (3,128.86 sq. ft.) of land, more or less. Subject, however, to all legal rights-of-way of previous record.

Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Being a part of the land conveyed to the City of Cincinnati in Deed Book 1807, Page 358, Hamilton County Recorder's Office.

Section 2. That pursuant to the *Property Exchange Agreement*, Developer will convey to the City approximately 0.0673 acres of land lying south of Columbia Parkway in Columbia Tusculum, as more particularly described as follows (the "Exchange Property"):

<u>Tract I</u>:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lots 85 and 86 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast comer of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 47.76 feet to a 5/8" dia. iron pin set, thence, North 27° 24' 52" West, continuing along said northerly line of Walworth Avenue, 65.05 feet to a 5/8" dia. iron pin set, thence, North 24° 58' 37" West, continuing along the easterly line of Walworth Avenue, 72.62 feet to a 5/8" dia. iron pin set at the southwest comer of Lot 86 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 24° 58" 37" East, along said easterly line of Walworth Avenue, 35.25 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 55.83 feet;

thence, South 31° 33' 00" West, along the westerly line of Lot 84 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest comer of said Lot 84;

thence, North 58° 27' 00" West, along the southerly line of Lots 85 and 86 of said B.F. Strader's Addition, 51.80 feet to the True Point of Beginning, containing 0.0432 acres (1,884.61 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 9670, Page 1112 of the Hamilton County, Ohio Recorder's Office.

<u>Tract II</u>:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lot 83 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast comer of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50"

West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 30.01 feet to a 5/8" dia. iron pin set, thence, North 31° 33' 00" East, along the westerly line of Lot 3 of said B.F. Strader's Addition, 106.09 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 84 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 31° 33" 00" East, along the easterly line of said Lot 84, 35.02 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 30.00 feet;

thence, South 31° 33' 00" West, along the westerly line of Lot 82 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest corner of said Lot 82;

thence, North 58° 27' 00" West, along the southerly line of Lot 83 of said B.F. Strader's Addition, 30.00 feet to the True Point of Beginning, containing 0.0241 acres (1,050.60 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 8910, Page 3623 of the Hamilton County, Ohio Recorder's Office.

Section 3. That the Sale Property is not needed for park purposes or any other municipal purpose.

Section 4. That the City's Real Estate Services Division has determined, by professional appraisal: (i) the fair market value of the Sale Property is approximately $25,000; and (ii) the fair market value of the Exchange Property is approximately $1,500, a difference of $23,500, which Developer has agreed to pay.

Section 5. That eliminating competitive bidding in connection with the City's sale of the Sale Property is in the best interest of the City because it will achieve two important objectives,

namely: (i) it will enable Developer to assemble a buildable site to accommodate the construction of new single-family homes, thereby creating temporary construction jobs that are likely to stimulate economic growth in the Columbia Tusculum neighborhood; and (ii) it will enable the City the acquire additional greenspace and a buffer area along a portion of Columbia Parkway, which will protect the stability of the drilled pier wall that supports Columbia Parkway.

Section 6. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Parks Permanent Improvement Fund 752.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the sale of the Sale Property to Developer and to accept and confirm the conveyance of the Exchange Property to the City, and to note such acceptance on the conveyance instrument.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:_____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No: _____

Project: property exchange;
land between Columbia Parkway and Walworth Ave

PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into effective 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, OH 45202 (the "**City**"), and **EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation, the address of which is P.O. Box 8189, Cincinnati, OH 45208 ("**Developer**").

Recitals:

A. The City owns one parcel of undeveloped land (Hamilton County Auditor's Parcel No. 30-1-58) lying between Columbia Parkway to the north and Walworth Avenue to the south as shown on Exhibit A (*Site Map*) hereto (the "**City Parcel**"), which is under the management and control of the Board of Park Commissioners of the City of Cincinnati (the "**Park Board**").

B. Developer owns two adjoining parcels of undeveloped land, one on each side of the City Parcel (Hamilton County Auditor Parcel Nos. 30-1-222 and 30-1-60), also shown on Exhibit A (the "**Developer Parcels**").

C. Developer desires to purchase the southern portion of the City Parcel to create a buildable site, for the construction of up to 3 single-family homes, and in exchange is agreeable to selling to the City the northern portions of the Developer Parcels for use by the City as additional greenspace along Columbia Parkway. The property to be sold by the City to Developer (the "**City Sale Property**"), and the property to be sold by Developer to the City (the "**Developer Sale Property**"), are depicted on Exhibit B (*City Sale Property & Developer Sale Property*") hereto.

D. The City Sale Property is not needed for park purposes or any other municipal purpose.

E. The City's Real Estate Services Division has determined, by appraisal, that: (i) the fair market value of the City Sale Property is approximately $25,000, and (ii) the fair market value of the Developer Sale Property is approximately $1,500, a difference of $23,500, which Developer has agreed to pay.

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

G. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the sale of the City Sale Property because selling the City Sale Property to Developer, and purchasing the Developer Sale Property from Developer, will accomplish two important objectives, namely: (i) it will enable Developer to assemble a buildable site to accommodate the construction of single family homes, thereby putting the currently undeveloped land to its highest and best use; and (ii) it will enable the City the acquire and maintain additional greenspace along Columbia Parkway.

H. The Cincinnati Park Board approved the sale of the City Sale Property to Developer at its meeting on April 18, 2019.

I. Cincinnati Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the City Sale Property to Developer at its meeting on September 6, 2019.

I. The City's sale of the City Sale Property to Developer was authorized by Ordinance #____-2021 passed by Cincinnati City Council on _____, 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CLOSING.

(A) Purchase Price. The purchase price for the City Sale Property is $25,000, and the purchase price for the Developer Sale Property is $1,500. At Closing (defined below), Developer shall pay the City an amount equal to the purchase price of the City Sale Property ($25,000) minus the purchase price of the Developer Sale Property ($1,500), which equals $23,500.

(B) Closing Date. The closing on the transaction ("**Closing**") will take place 60 days after the Effective Date, or on such other date as the parties may agree upon. The Closing shall take place at City Hall. At Closing, the City shall accept the Developer Sale Property in "as is" condition, and Developer shall accept the City Sale Property in "as is" condition. If for any reason the Closing has not occurred within sixty (60) days from the date Cincinnati City Council authorizes the transaction, then, unless such date is mutually extended in writing by the parties, this Agreement shall automatically terminate and thereafter neither party shall have any further rights or obligations hereunder.

(C) Cut-Ups; New Legal Descriptions. Prior to Closing, Developer, at its sole cost, shall perform all necessary survey work and prepare all necessary plats and legal descriptions (including residual descriptions) in order to create the City Sale Property and the Developer Sale Property as legal parcels on the tax maps of the Hamilton County Auditor.

(D) Deeds. At Closing, the City shall convey title to the City Sale Property to Developer by Quitclaim Deed in substantially the form of Exhibit C (*Quitclaim Deed – City Sale Property*) hereto (the "**City's Deed**"), and Developer shall convey title to the Developer Sale Property to the City by General Warranty Deed in substantially the form of Exhibit D (*General Warranty Deed – Developer Sale Property*) hereto ("**Developer's Deed**").

(E) Proration of Property Taxes; Closing Documents; Closing Costs. At Closing, (i) there shall be no proration of real estate taxes and assessments with respect to the City Sale Property, and from and after the Closing Developer shall pay all real estate taxes and assessments on the City Sale Property thereafter coming due, and (ii) real estate taxes and assessments with respect to the Developer Sale Property will be prorated as of the date of Closing in accordance with local custom (with such proration to be based upon the acreage of the Developer Sale Property as a percentage of the total acreage of the larger parcel from which the Developer Sale Property is being created). If, upon receipt of the actual tax bills for the Developer Sale Property, it is determined that Developer's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Developer's actual prorated share, Developer shall pay the additional amount to the City within 30 days after receipt of the tax bill. At Closing, the parties shall execute a customary settlement statement; Developer shall deliver a customary title affidavit to the City, and the City shall deliver a customary title affidavit to Developer, using the City's standard forms; and the parties shall execute any and all other closing documents as may be necessary or appropriate and as approved by both parties. Developer shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Developer shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into this Agreement on the terms and conditions set forth herein, the City shall not be required to pay any closing costs associated with the Closing.*

(F) Owner's Title Insurance. At Closing, in lieu of a title policy, Developer shall deliver a General Warranty Deed for the Developer Sale Property.

(H) Phase One Environmental Assessment. No less than fourteen (14) days prior to Closing, Developer, at no cost to the City, shall provide the City with a phase one assessment prepared by Westech Environmental Solutions, evidencing that the Developer Sale Property is free of environmental contamination and that the environmental condition of the Developer Sale Property is otherwise acceptable to the City's Office of Environment and Sustainability.

(I) CR Conditions. As a condition of Closing, the following conditions, as identified in the City's Coordinated Report (**CR #111-2018**) ("**CR Conditions**") shall be satisfied:

(i) *DOTE:* The City's Deed shall include a requirement that any future development on the City Sale Property will require review by the City's Department of Transportation and Engineering ("DOTE") to ensure that the development will not affect the stability of the drilled pier wall that supports Columbia Parkway, and to ensure that there will be an appropriate buffer between Columbia Parkway and the proposed development.

(ii) *SMU:* The City's Deed shall include a requirement that any future development on the City Sale Property will require review by the City's Stormwater Management Utility ("SMU") to ensure that overland flow issues are appropriately addressed.

(iii) *Buildings and Inspections :*The City's Deed shall include a requirement that any future development on the City Sale Property shall conform to all Hillside Overlay Development regulations, and abide by height limitations of the maximum building envelope of 35 ft for the structures, as well as any Park Board requirements that prohibit the encroachment of buildings on the views from Columbia Parkway.

(J) Contingencies; Right to Terminate. If, for any reason, the Closing conditions are not satisfied or cannot be satisfied, as determined by either party in its sole discretion, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. NOTICES. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. 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, Room 214, Cincinnati, OH 45202.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEVELOPER. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

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

(iii) The execution, delivery and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, 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 Developer or any of its members, at law or in equity or before or by any governmental authority.

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

(vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the proposed development 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) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

4. GENERAL PROVISIONS.

(A) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain 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.

(C) Amendments. This Agreement may be amended 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 Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

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

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

(K) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

(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.

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

Exhibit A - *Site Map*
Exhibit B - *City Sale Property & Developer Sale Property*
Exhibit C - *Quitclaim Deed – City Sale Property*
Exhibit D - *General Warranty Deed - Developer Sale Property*

[*signature pages follow*]

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

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

Recommended by:

_____
John Neyer, Interim Director,
Cincinnati Park Board

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*Developer Signature Page Follows*]

EXPERIMENTAL HOLDINGS, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

Exhibit A
to Property Exchange Agreement

Site Map

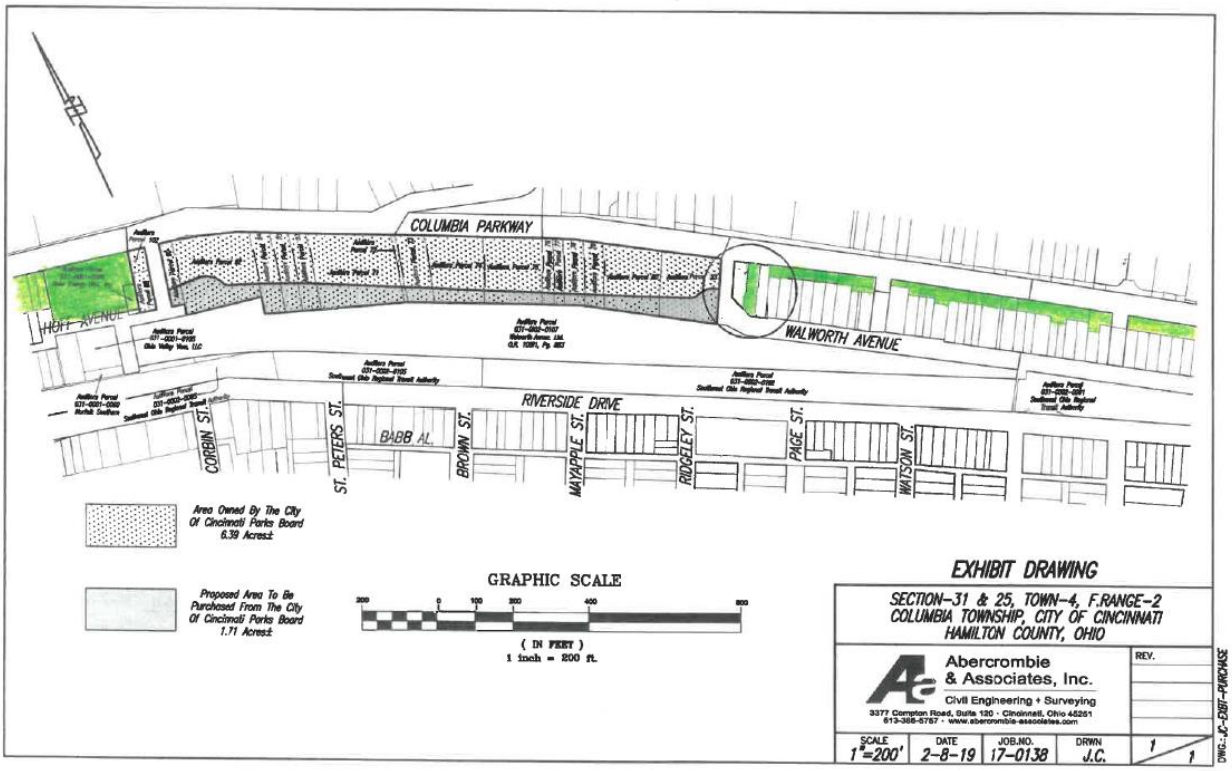


Exhibit B
to Property Exchange Agreement

<u>City Sale Property & Developer Sale Property</u>

Exhibit C
to Property Exchange Agreement

Quitclaim Deed – City Sale Property

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation, the tax-mailing address of which is P.O. Box 8189, Cincinnati, OH 45208 ("**Grantee**"), all of the City's right, title and interest in and to the real property shown on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**"):

Street Address:	undeveloped land on Walworth Avenue, Cincinnati, OH
Auditor's Parcel No:	cut-up of Auditor parcel # 30-1-58
Prior instrument reference:	Official Record _____, Page _____, Hamilton County, Ohio Records.

THIS TRANSFER IS SUBJECT TO, AND THE CITY HEREBY CREATES, THE FOLLOWING EASEMENTS, COVENANTS, AND RESTRICTIONS.

(1) Any future development shall require review by the City's Department of Transportation and Engineering to ensure that the development will not affect the stability of the drilled pier wall that supports Columbia Parkway, and to ensure that there will be an appropriate buffer between Columbia Parkway and the proposed development.

(2) Any future development shall require review by the City's Stormwater Management Utility to ensure that overland flow issues are appropriately addressed.

(3) Any future development shall conform to all Cincinnati Zoning Code regulations concerning Hillside Overlay Districts, as well as any Cincinnati Park Board requirements that prohibit the encroachment of buildings on views from Columbia Parkway.

The foregoing covenants shall "run with the land" and be binding upon Grantor and its successors-in-interest and shall inure to the benefit of the City of Cincinnati.

This conveyance was authorized by Ordinance No. ____-2022, passed by Cincinnati City Council on _____, 2022.

Executed on _____, 2022.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

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

<u>Survey Plat</u>

EXHIBIT B
to Quitclaim Deed

LEGAL DESCRIPTION

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, Town 4, Fractional Range 2, Miami Purchase, and being all of Lot 2 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast comer of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 30.01 feet to a 5/8" dia. iron pin set, said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 17.75 feet to a 5/8" dia. iron pin set;

thence, North 21° 24' 52" West, continuing along said northerly line of Walworth Avenue, 14.30 feet to a 5/8" dia. iron pin set at the southeast comer of Lot 1 of said B.F. Strader's Addition;

thence, North 31° 33' 00" East, along the easterly line of said Lot 1, 98.31 feet to a 5/8" dia. iron pin set at the southwest comer of Lot 84 of said B.F. Strader's Addition;

thence, South 58° 27' 00" East, along the southerly line of said Lot 84, 30.00 feet to a 5/8" dia. iron pin set at the southeast comer of Lot 84 of said B.F. Strader's Addition;

thence, South 31° 33' 00" West, along the westerly line of Lot 3 of B.F. Strader's Addition, 106.09 feet to the True Point of Beginning, containing 0.0718 acres (3,128.86 sq. ft.) of land, more or less. Subject, however, to all legal rights-of-way of previous record.

Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Being a part of the land conveyed to the City of Cincinnati in Deed Book 1807, Page 358, Hamilton County Recorder's Office.

Exhibit D
to Property Exchange Agreement

General Warranty Deed – Developer Sale Property

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

GENERAL WARRANTY DEED

EXPERIMENTAL HOLDINGS, INC., an Ohio corporation ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), the real property shown on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**"):

Street Address: undeveloped land along Columbia Parkway, Cincinnati, OH

Auditor's Parcel No: cut-up of Auditor parcels # 30-1-222 and 30-1-60

Prior instrument reference: Official Record 14208, Page 980; Official Record 8910, Page 3623, Hamilton County, Ohio Records.

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

Executed on _____, 2022.

EXPERIMENTAL HOLDINGS, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____ (name), the _____(title) of EXPERIMENTAL HOLDINGS, INC., an Ohio corporation, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

Acceptance of this instrument was authorized by Ordinance No. ____-2022, passed by Cincinnati City Council on _____, 2022.

Accepted By:

CITY OF CINCINNATI

By: _____
Printed name: _____
Title: _____

Approved as to Form:

_____
Assistant City Solicitor

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

EXHIBIT A
to General Warranty Deed

<u>Survey Plat</u>

EXHIBIT B
to General Warranty Deed

LEGAL DESCRIPTION

Tract I:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lots 85 and 86 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast comer of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 47.76 feet to a 5/8" dia. iron pin set, thence, North 27° 24' 52" West, continuing along said northerly line of Walworth Avenue, 65.05 feet to a 5/8" dia. iron pin set, thence, North 24° 58' 37" West, continuing along the easterly line of Walworth Avenue, 72.62 feet to a 5/8" dia. iron pin set at the southwest comer of Lot 86 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 24° 58" 37" East, along said easterly line of Walworth Avenue, 35.25 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 55.83 feet;

thence, South 31° 33' 00" West, along the westerly line of Lot 84 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest comer of said Lot 84;

thence, North 58° 27' 00" West, along the southerly line of Lots 85 and 86 of said B.F. Strader's Addition, 51.80 feet to the True Point of Beginning, containing 0.0432 acres (1,884.61 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 9670, Page 1112 of the Hamilton County, Ohio Recorder's Office.

Tract II:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lot 83 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast comer of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 30.01 feet to a 5/8" dia. iron pin set, thence, North 31° 33' 00" East, along the westerly line of Lot 3 of said B.F. Strader's Addition, 106.09 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 84 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 31° 33" 00" East, along the easterly line of said Lot 84, 35.02 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 30.00 feet;

thence, South 31° 33’ 00” West, along the westerly line of Lot 82 of said B.F. Strader’s Addition, 35.02 feet to a 5/8” dia. iron pin set at the southwest corner of said Lot 82;

thence, North 58° 27’ 00” West, along the southerly line of Lot 83 of said B.F. Strader’s Addition, 30.00 feet to the True Point of Beginning, containing 0.0241 acres (1,050.60 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 8910, Page 3623 of the Hamilton County, Ohio Recorder’s Office.

city of CINCINNATI
Interdepartment Correspondence Sheet

April 20, 2022

TO: Mayor and Members of Council 202201021

FROM: John P. Curp, Interim City Manager

SUBJECT: Ordinance – Lease Agreement College Hill Town Hall

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to execute a Lease Agreement with Mutual Dance Theatre and Arts Centers pursuant to which Mutual Dance Theatre and Arts Centers will lease the College Hill Town Hall located at 1805 Larch Avenue in College Hill neighborhood for up to 10 years.

Attachment

cc: Jerry L. Wilkerson Jr., Department of Public Services Director

AUTHORIZING the City Manager to execute a *Lease Agreement* with Mutual Dance Theatre and Arts Centers pursuant to which Mutual Dance Theatre and Arts Centers will lease the College Hill Town Hall located at 1805 Larch Avenue in the College Hill neighborhood for up to 10 years.

WHEREAS, the City owns certain real property located at 1805 Larch Avenue in the College Hill neighborhood commonly known as the College Hill Town Hall (the "Property"), as more particularly described in the *Lease Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Lease Agreement"), which Property is under the management of the Department of Public Services ("DPS"); and

WHEREAS, pursuant to that certain *Lease Agreement*, dated July 8, 1999, the City leases the Property to Contemporary Dance Theater, Inc., an Ohio nonprofit corporation ("CDT") for a term of up to 30 years, with the current term set to expire on July 8, 2024, for use as a civic center for the College Hill community and as theater instructional space (the "Existing Lease"); and

WHEREAS, CDT has merged out of existence into Mutual Dance Theatre and Arts Centers, an Ohio nonprofit corporation ("MDT"), and MDT desires to terminate the Existing Lease and execute a new lease agreement with the City to use the Property in the same or a similar manner, namely, as a civic center for the College Hill Community and as theater instructional space for a period of up to 10 years (i.e., an initial five-year term and an optional renewal term of five years); and

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

WHEREAS, the City's Real Estate Services Division has determined by an appraisal that the fair market rental value of the Property is approximately $9,000 per year; however, the City has agreed to lease the Property to MDT for less than the fair market rental value, namely $1.00 per year, because the City will receive benefits from the Lease Agreement that equal or exceed the fair market rental value of the Property, including relief from the expense and administrative burden of the management, operation, and security of the Property and the expansion of cultural and educational programs, activities, and opportunities for the broader community; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the use of the Property as a civic center and theater instructional space at its meeting on June 18, 1999; 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* (the "Lease Agreement") with Mutual Dance Theatre and Arts Centers, an Ohio nonprofit corporation ("MDT"), 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 certain real property located at 1805 Larch Avenue in College Hill commonly known as the College Hill Town Hall (the "Property") to MDT for a 10-year term, which Property is more particularly identified in the Lease Agreement.

Section 2. That the Property is not needed for a municipal purpose for the duration of Lease Agreement.

Section 3. That leasing the Property to MDT 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 public because the City has determined that MDT is a community-oriented nonprofit organization with a mission to promote the general health and welfare of the College Hill community and has demonstrated the ability to maintain the Property in a good and safe condition.

Section 5. That the City's Real Estate Services Division has determined by professional appraisal that the fair market rental value of the Property is approximately $9,000 per year; however, the City has agreed to lease the Property to MDT for less than the fair market rental value, namely $1.00 per year, because the City will receive benefits from the Lease Agreement that equal or exceed the fair market rental value of the Property, including relief from the expense and administrative burden of the management, operation, and security of the Property

and the expansion of cultural and educational programs, activities, and opportunities for the broader community.

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, without limitation, executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

Contract no: _____

Property: College Hill Town Hall

LEASE AGREEMENT

This Lease Agreement ("**Agreement**") is made and entered into, effective as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is City of Cincinnati, Department of Public Services, 1115 Bates Avenue, Cincinnati, Ohio 45225 (the "**City**"), and **MUTUAL DANCE THEATRE AND ARTS CENTERS**, an Ohio nonprofit corporation, the address of which is 8222 Monon Avenue, Cincinnati, Ohio 45216 ("**Tenant**").

Recitals:

A. The City owns certain real property located at 1805 Larch Avenue in College Hill, identified as Hamilton County Auditor's Parcel ID No. 234-0003-0021-90 (the "**Property**"). The Property contains (i) public recreation playground facilities and an associated parking lot known as the College Hill Playground (the "**Recreation Property**"), which Recreation Property is under the management of the Cincinnati Recreation Commission, and (ii) the College Hill Town Hall, as more particularly described on Exhibit A (*Legal Description -Leased Premises*) hereto (the "**Leased Premises**"), which Leased Premises is under the management of the City's Department of Public Services ("**DPS**").

B. Pursuant to that certain *Lease Agreement*, dated July 8, 1999, the City leases the Leased Premises to Tenant (successor by merger to Contemporary Dance Theater, Inc., an Ohio nonprofit corporation) for a term of up to 30 years (i.e. an initial five year term, with five renewal optional renewal terms of five years each), with the current term set to expire on July 8, 2024, for use as a civic center for the College Hill community and as theater instructional space (the "**Prior Lease**").

C. Following Tenant's merger with Contemporary Dance Theater, Inc., Tenant desires to terminate the Prior Lease and execute a new lease agreement with the City to use the Leased Premises in the same or a similar manner, namely, as a civic center for the College Hill Community and as theater instructional space (the "**Permitted Use**") for a period of up to 10 years (i.e., an initial five-year term and an optional renewal term of five years).

D. The City Manager, in consultation with DPS, has determined that (i) the Leased Premises is not needed for municipal purposes for the duration of this Agreement, and (ii) leasing the Leased Premises to Tenant for the Permitted Use will not be adverse to the City's retained interest in the Property or the Leased Premises.

E. The fair market rental value of the Leased Premises, as determined by appraisal by the City's Real Estate Services Division, is approximately $9,000 per year; however, the City is agreeable to lease the Leased Premises to Tenant for less than its fair market rental value, namely, $1.00 per year, because the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Leased Premises in that the City will be relieved of the expense and administrative burden of the management, operation, and security of the Leased Premises through the term of this Agreement, and Tenant has agreed to continue to keep the Leased Premises open and available for use as a community civic space.

F. The City has determined that eliminating competitive bidding is in the best interest of the public because Tenant is a community-oriented nonprofit organization with a mission to promote the general health and welfare of the College Hill community, and Tenant has demonstrated experience in the management, operation, and maintenance of the Leased Premises in a good and safe condition.

G. City Planning Commission having the authority to approve the change in the use of City-owned property, approved the use of the Property as a civic center and theater instructional space under the Prior Lease at its meeting on June 18, 1999.

H. Execution of this Agreement was authorized by Ordinance No. [___], passed on [_____].

NOW THEREFORE, the parties hereby agree as follows:

1. Grant.

(A) Grant. On the terms and conditions set forth in this Agreement, the City does hereby lease the Leased Premises to Tenant, and Tenant does hereby lease the Leased Premises from the City, for the Term established under section 2 below. The City makes no representations or warranties to Tenant regarding the physical condition of the Leased Premises. The rights herein granted to Tenant are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises, matters that would be disclosed upon an ordinary inspection or survey of the Leased Premises, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties.

(B) As-Is Condition. Tenant acknowledges and agrees that Tenant has conducted its own due diligence in order to familiarize itself with the condition and characteristics of the Leased Premises. The City has not made any representations or warranties concerning the title, condition or characteristics of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose, and Tenant acknowledges and agrees that Tenant is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Leased Premises. On the Commencement Date (as defined in section 2 below), Tenant shall accept the Leased Premises in "as is" condition.

(C) Title Matters. The rights herein granted to Tenant are subject and subordinate to the rights of utility providers and others to enter upon the Leased Premises from time to time pursuant to recorded easements and other recorded instruments affecting the Leased Premises (if any). Tenant shall not take any actions that would violate any easements, covenants, restrictions or other matters of record affecting the Leased Premises. Tenant shall not have the right to grant any easements or otherwise encumber the City's title to the Leased Premises without the City's prior written consent, and Tenant acknowledges that any further encumbrances may require approval of City Council under the Cincinnati Municipal Code. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not materially interfere with Tenant's use of the Leased Premises for the Permitted Use, or otherwise unreasonably impair the rights granted to Tenant under this Agreement.

(D) City's Right to Access the Leased Premises. The City hereby reserves the right for its employees, agents, and contractors to enter upon Leased Premises from time to time for the purpose of examining the condition of the Leased Premises, determining Tenant's compliance with the provisions of this Agreement, accessing any public utility installations, or any other proper municipal purpose, as determined by the City, including, but not limited to capital repairs or improvements. The City shall use reasonable efforts to avoid disrupting Tenant's business operations and shall promptly repair any damage to the Leased Premises caused by the City's entry. The City shall use reasonable efforts to notify Tenant prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

(E) Access by Public Utilities. Tenant shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by any and all public utilities that have existing utility facilities within the Leased Premises for the maintenance, repair and replacement thereof, and Tenant shall not undertake any action or construct any improvements within the Leased Premises that may interfere with any such utility company's rights without having first obtained such utility company's consent. If Tenant's

use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, Tenant shall immediately notify the appropriate utility provider. All costs of such repairing such damage, including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Tenant and shall be payable by Tenant within thirty (30) days after Tenant receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by Tenant within the Leased Premises in connection with its inspection, operation, maintenance, repair or replacement of its existing utility facilities in the area, Tenant shall be solely responsible for all costs associated with the repair, replacement or relocation of Tenant's improvements.

(F) Use of Recreation Parking Lot. In connection with the Permitted Use, the City does hereby grant to Tenant, its employees, agents, contractors, subcontractors, licensees, and invitees the non-exclusive right to enter upon the Recreation Property for ingress and egress to and from the Leased Premises to the Belmont and Larch Avenues public rights-of-way and the non-exclusive right to use the parking lot located on the Recreation Property. Entry upon the Recreation Property shall be at the sole risk of Tenant, its employees, agents, contractors, subcontractors, licensees, and invitees. While on the Recreation Property, Tenant shall not interfere with the rights of anyone else having the legal right to be on the Recreation Property. Tenant shall indemnify, defend and hold harmless the City and the Cincinnati Recreation Commission, and their officers, employees, agents, and contractors, from and against any and all claims, causes of action, losses, injuries, damages, liability, costs, and Workers' Compensation claims whatsoever resulting from the entry upon the Recreation Property by Tenant, its employees, agents, contractors, subcontractors, licensees, and invitees. Without limitation of the foregoing, Tenant waives all claims against the City and the Cincinnati Recreation Commission for damage or theft of Tenant's equipment or other personal property that may from time to time be at the Recreation Property.

(G) Civic Use. As material inducement for the City to enter into this Agreement, Tenant represents and warrants that it has entered into (or will enter into) a written agreement with The College Hill Forum, an Ohio nonprofit corporation, to grant said organization the right to use the Leased Premises from time to time for public meeting purposes or other functions related to civic engagement.

2. Term.

(A) Initial Term (*5 years*). The initial term of this Agreement ("**Term**") shall commence on the Commencement Date (being the Effective Date, as defined on the signature page hereof), and, unless extended or sooner terminated as herein provided, shall expire on the last day of the fifth (5th) Lease Year (being the date immediately preceding the sixth (6th) anniversary of the Commencement Date. As used herein, a "**Lease Year**" shall mean each successive 12-month period beginning on the Commencement Date.

(B) Renewal Term (*5 years*). Provided Tenant is not in default under this Agreement at the time it exercises its renewal option, Tenant shall have the option to extend the Term of this Agreement, for a renewal period of five years (for a total Term, including the initial Term, of 10 Lease Years), exercisable by giving written notice thereof to the City at least 90 days (but no earlier than nine months) prior to the expiration of the initial Term. The renewal period shall be on the same terms and conditions as set forth herein (except that there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Agreement). As used herein, the "**Term**" of this Agreement means the initial Term and, if applicable, the renewal period.

(C) Early Termination. Notwithstanding anything in this Agreement to the contrary, the City shall have the right to terminate this Agreement by giving Tenant no less than six months prior written notice thereof, if the City determines that the Leased Premises is needed for a municipal purpose. Tenant shall have the right to terminate this Agreement at any time, by giving the City no less than 90 days prior written notice thereof, if Tenant decides for any reason that it no longer requires the use of the Leased Premises in connection with its operations.

3. Rent.

(A) Base Rent. On the Commencement Date, and on each anniversary thereof during the Term, Tenant shall pay the City annual rent for the Leased Premises, in advance, without notice or setoff, in the amount of $1.00 per year.

(B) Late Payment. If any payment owed by Tenant hereunder is not received by the City on the due date, Tenant shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Agreement is terminated or expires prior to the end of a year, the City shall not be required to refund any portion of the prepaid rent for such year to Tenant. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, Attention: Real Estate, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, or to such other address as the City may from time to time designate in writing.

(C) Additional Rent. This is a "triple net" lease, and throughout the Term, Tenant shall pay all costs associated with the Leased Premises as additional rent. Tenant shall make such payments directly to the persons or entities to whom such payments are owed. To the extent that the City, rather than Tenant, pays any costs that would otherwise be payable by Tenant under this Agreement, Tenant shall reimburse the City for such costs, as additional rent, within thirty (30) days after Tenant's receipt of documentation substantiating such costs; provided however that with respect to costs that are within the control of the City, the City shall notify Tenant at least 30 days prior to incurring such costs in order to give Tenant the opportunity to address the matter.

(D) Late Charge. If Tenant fails to pay Base Rent or any other amount due and payable to the City under this Agreement when due, and the same remains overdue for longer than thirty (30) days past the due date, the overdue amount shall thereafter bear interest until paid at an annual rate of ten percent (10%).

4. Permitted Use.

(A) Permitted Use. Tenant shall use the Leased Premises primarily as a civic center and as theater instructional space. Tenant shall not use the Leased Premises for any other uses without the prior written consent of the City. Tenant 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.

(B) Legal Requirements. Tenant shall obtain and maintain all necessary licenses and permits and shall operate and maintain the Leased Premises in compliance with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Leased Premises, including without limitation all applicable environmental laws (collectively, "**Legal Requirements**").

5. Real Estate Taxes. Tenant acknowledges that the Property, as defined above as Hamilton County Auditor's Parcel ID No. 234-0003-0021-90, is currently exempt from real estate taxes; however, should the Property lose its tax-exempt status during the Term in connection with Tenant's use of the Leased Premises, Tenant shall pay all real estate taxes and assessments levied against the Property that become due and payable during the Term (and regardless of the period to which such taxes and assessment relate). Upon the City's receipt of such real estate tax bills, the City shall invoice Tenant for the amount due, and Tenant shall pay such amount to the City within 30 days thereafter. Tenant may institute proceedings to contest the validity or amount of such taxes or to exempt the Property from taxation, the City, at no cost to the City, shall cooperate with Tenant to the extent that the participation of the owner of the lessor's interest under this Agreement is required or appropriate, but Tenant may not defer payment of such taxes during such contest. Tenant shall be entitled to any and all amounts recovered which relate to tax payments previously made by Tenant. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Tenant's contest and reserves

the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public.

6. Utilities & Other Expenses. During the Term of this Agreement, Tenant shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, and (ii) any and all other operating expenses associated with the Leased Premises. *Tenant acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this* Agreement.

7. Maintenance and Repairs. Throughout the Term, Tenant, at Tenant's sole expense, shall keep interior, non-structural portions of the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including, without limitation, the interior walls, doors, floors and ceilings, any and all appliances, and the heating, ventilating, plumbing, electrical and mechanical systems within the Leased Premises. In the event of damage to the Leased Premises, Tenant shall promptly repair such damage, at its sole expense, to the satisfaction of the City. If Tenant fails to perform necessary maintenance and repairs as required hereunder and fails to undertake corrective action within 10 days after receiving written notice thereof from the City, then, in addition to the City's other rights and remedies under this Agreement, the City shall have the right to undertake such maintenance and repairs, whereupon Tenant shall reimburse the City for the cost thereof within 30 days after receiving a written invoice from the City indicating the amount due. Notwithstanding the provisions of this section or section 13, if the City determines that emergency repairs are needed, the City shall not be required to give Tenant 10 days notice of the need for such repair and may immediately undertake such repair at Tenant's sole cost.

8. Alterations.

(A) No Alterations or Signs. Except as permitted under this section, Tenant shall not make any alterations or improvements to the Leased Premises, install any signs within the Leased Premises that are visible from outside the Leased Premises, install any new utilities within the Leased Premises, or remove any existing improvements within the Leased Premises, without obtaining the prior written consent of the City. If Tenant proposes to install any permanent-type structures or other improvements within the Leased Premises, Tenant shall also obtain the prior written consent of all utility companies whose utility facilities might be affected.

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

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

9. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Tenant shall maintain: (i) Commercial General Liability insurance with respect to the Leased Premises in an amount not less than $1,000,000 per occurrence, combined single limit/$1,000,000 aggregate, naming the City as an additional insured; and (ii) special peril property insurance on the building in the amount of the full replacement cost thereof; and (iii) and such additional insurance as the City's Risk Management Division may from time to time reasonably require. All insurance required to be maintained by Tenant hereunder shall be issued by insurance companies reasonably acceptable to the City. If Tenant constructs any improvements within the Leased Premises, Tenant 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, Tenant shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Subrogation. All improvements, materials, equipment and other personal property of every kind that may at any time be on the Leased Premises or the parking lot located on the Recreation Property shall be on the Leased Premises and the parking lot located on the Recreation Property at Tenant's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. Tenant hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Tenant's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that Tenant shall at all times protect itself against such loss or damage by carrying adequate insurance.

(C) Indemnification. Tenant 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 relating to the Leased Premises and accruing during or with respect to the Term of this Agreement, 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, Tenant shall repair and restore the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Leased Premises was in immediately prior to such occurrence. The City and Tenant shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the insurance proceeds are insufficient to fully repair and restore the Leased Premises, Tenant shall make up the deficiency. Tenant shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications. Tenant shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Leased Premises is being repaired or restored.

11. Default; Remedies. Should Tenant fail to pay the rent or any other sum due under this Agreement within five days after receiving written notice thereof from the City, or should Tenant fail to observe or perform any other obligation under this Agreement within thirty (30) days after receiving written notice thereof from the City (in either event, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Agreement by delivering a written notice of termination to Tenant. Tenant shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Tenant's default or the termination of this Agreement. 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 Tenant's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Tenant 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 Tenant's obligations under this Agreement, 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 Agreement 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 Agreement or to exercise any right herein contained shall not constitute a waiver in the future of such right. If Tenant becomes debarred by the federal, state or local government, the same shall constitute an immediate default of Tenant under this Agreement.

12. Notices. All notices required or permitted to be given by either party to the other under this Agreement shall be in writing and shall be personally delivered, or mailed by U.S. mail, to the parties at their addresses set forth in the introductory paragraph of this Agreement or at such other address as either party may designate from time to time. Notices shall be deemed given on the date of receipt. If Tenant sends a notice to the City alleging that the City is in default under this Agreement, Tenant 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, Tenant shall remove all of its personal property from the Leased Premises and shall leave the Leased Premises in "broom swept" condition. If Tenant fails to remove any items of personal property at the end of the Term, the City may deem such items to be abandoned, and the City may remove, store, destroy, sell or otherwise dispose of such items as the City sees fit, whereupon Tenant shall pay all costs incurred by the City in connection therewith within fifteen (15) days after receiving written notice from the City of the amount due. If Tenant remains in possession of the Leased Premises after the termination date, 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 Agreement except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City's Real Estate Services Division. Tenant shall pay all costs incurred by the City in connection with Tenant's holdover, including without limitation attorney's fees and court costs.

(B) Removal of Alterations. If Tenant has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Tenant shall be required to surrender (at no cost to the City) and which improvements Tenant shall be required to remove. If Tenant fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Tenant, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Tenant shall pay all costs incurred by the City in so doing within twenty days after the City's written demand.

14. General Provisions. Tenant shall not assign its interests under this Agreement or sublet the Leased Premises or otherwise permit any third party or parties to occupy the Leased Premises without the prior written consent of the City. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended only by a written amendment signed by the parties after the date hereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement shall not be recorded in the Hamilton County Recorder's Office. This Agreement shall be governed by the laws of the City of Cincinnati and State of Ohio. 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 Tenant agrees that venue in such court is proper. 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. The City and Tenant represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement. All representations, warranties, covenants, agreements and obligations of the City and Tenant 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 member, officer, agent or employee of the City or Tenant in other than his or her official capacity. No official executing or approving the City's or Tenant's participation in this Agreement shall be personally liable under this Agreement. The City and Tenant each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement and that the execution and performance of this Agreement have been duly authorized by all necessary actions on the part of the performing party, including the authorizations and approvals described in the Recitals to this Agreement.

15. Additional Conditions from City's Coordinated Report CR #22-2021**.** Tenant shall comply with the following additional terms and conditions:

(A) Greater Cincinnati Water Works.

(i) If in the future, Tenant determines the existing water system does not meet their fire and/or domestic water demands, then Tenant may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinated Report for the lease of the Leased Premises in no way relieves Tenant of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of Tenant and not at the expense of the Water Works.

(ii) All conditions of water service to the Leased Premises, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the Leased Premises, will be determined upon submission of final plans and application for service. Water service to the Leased Premises is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(B) Duke Energy. Duke has a secondary and service to the Leased Premises that it must maintain access to.

16. 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. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

17. Termination of Prior Lease. Effective as of the Effective Date, the Prior Lease is hereby terminated and are of no further force or effect, and is superseded in its entirety by this Agreement.

18. Exhibits. The following Exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description*
Exhibit B – *Additional Requirements*

[*Remainder of this Page is Intentionally Blank; Signature Pages to Follow]*

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

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
Jerry Wilkerson
Director, Department of Public Services

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*Tenant Signature Page Follows*]

MUTUAL DANCE THEATRE AND ARTS CENTERS,
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the Mutual Dance Theatre and Arts Centers, an Ohio nonprofit corporation, on behalf of the nonprofit corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

{00351351-4}

EXHIBIT A
to Lease Agreement

Legal Description

Situated, lying and being in the City of Cincinnati, County of Hamilton and State of Ohio, in Section 30, Mill Creek Township, Town 3, Fractional Range 2, and described as follows:

From the intersection of the south line of Larch Avenue, and the easterly line of Belmont Avenue, measure eastwardly along the south line of Larch Avenue 290.62 feet; thence southwardly, at right angles to the south line of Larch Avenue 105 feet for the PLACE OF BEGINNING: thence continuing southwardly along the prolongation of the last described course 71 feet; thence eastwardly parallel to the south line of Larch Avenue 122 feet; thence northwardly, at right angles, to the last described course 71 feet; thence westwardly parallel to the south line of Larch Avenue 122 feet to the place of beginning.

Also the use of a driveway abutting and lying immediately west of the westerly side of the above described tract and the use of an entrance walk extending from the south line of Larch Avenue to the building located on the above described tract and known as the College Hill Town Hall.

EXHIBIT B
to Lease Agreement

Additional Requirements

Tenant and Tenant'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. Tenant 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, Tenant, or Tenant'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 Tenant 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, Tenant, or its contractors and subcontractors. Because this Agreement requires that Tenant 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 Tenants, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Tenant 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 Tenant, even where such obligations are not imposed on Tenant 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 Tenant 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 Tenant is performing construction work for the City under a construction contract to which the City is a party, Tenant 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

Tenant and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Tenant 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 Tenant 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 Tenant receives City funds or other assistance, Tenant 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 Tenant 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, Tenant 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 Tenant and/or its general contractor's meet and confer activity, Tenant shall provide to the City, in writing, a summary of Tenant 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, Tenant 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 Tenant 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 Tenant; 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, Tenant 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, Tenant 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, Tenant 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, Tenant 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.) Tenant 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, Tenant 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, Tenant shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Tenant 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. Tenant or its general contractor shall update the report monthly by the 15th. Tenant 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, Tenant 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, Tenant 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 Tenant 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 Tenant 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. Tenant 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, Tenant shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Tenant 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 Tenant or in the Project, and Tenant 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, Tenant and its general contractor shall use its best efforts to post available employment opportunities with Tenant, the general contractor's organization, or the organization of any subcontractor working with Tenant 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 Tenant 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. Tenant 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, Tenant 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 Tenant or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Tenant shall be considered in default under this Agreement.

city of CINCINNATI
Interdepartment Correspondence Sheet

April 20, 2022

202201033

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

Subject: **Emergency Ordinance for Issuance of $10,255,000 Energy Conservation Bonds**

Transmitted herewith is an Emergency Ordinance captioned as follows:

> **PROVIDING** FOR THE ISSUANCE OF BONDS, OR NOTES IN ANTICIPATION OF SUCH BONDS, BY THE CITY OF CINCINNATI, OHIO IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $10,255,000 FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION MEASURES.

This emergency ordinance authorizes the Finance Director to proceed with the sale of the bonds in the amount of not to exceed $10,255,000 to fund energy conservation measures. These bonds are ten-year bonds supported by property tax revenue and the interest rate is expected to be below 6.00%. The proceeds of the bond sale will finance the installation of LED lighting and solar panels at various City facilities. An emergency ordinance is necessary to take advantage of currently favorable interest rates and to obtain favorable contract pricing.

The Administration recommends passage of this Emergency Ordinance.

cc: William "Billy" Weber, Assistant City Manager
Karen Alder, Finance Director

Attachment

EMERGENCY

City of Cincinnati

An Ordinance No. _____ -2022

PROVIDING FOR THE ISSUANCE OF BONDS, OR NOTES IN ANTICIPATION OF SUCH BONDS, BY THE CITY OF CINCINNATI, OHIO IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $10,255,000 FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION MEASURES.

WHEREAS, Council requested that the Finance Director, as fiscal officer of the City, issue a certificate as to the estimated life of the improvements described herein, and the maximum maturity of the bonds referred to herein; and

WHEREAS, the Finance Director has estimated the life of the improvements to be at least five (5) years, and has further certified that the maximum maturity of the bonds is ten (10) years, and the maturity of the notes, in anticipation thereof, is five (5) years; now, therefore,

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

Section 1. That it is necessary to issue bonds of the City of Cincinnati, Ohio ("City"), in the principal amount of not to exceed $10,255,000 (property tax supported), for the purpose of providing funds to pay the cost and expense of energy conservation measures. This Council hereby finds that energy conservation measures shall also include construction, modification, installation, or remodeling of systems that harvest renewable energy from solar, wind or water for use primarily within a building or complex of buildings, and shall also include the construction of, installation or modification of an installation in, or remodeling of, a new or existing building or infrastructure, to reduce energy consumption; and for paying legal, advertising, printing, and all expenses incidental to said improvements. Such principal amount may be increased by the amounts necessary to fund a debt service reserve fund (if needed), capitalized interest (if any), costs of issuance, and other necessary and permitted costs, all as determined by the Fiscal Officer.

Section 2. That bonds of the City of Cincinnati, Ohio, be issued in the principal amount of not to exceed $10,255,000 for the purpose aforesaid. Said bonds shall be dated as determined by the Finance Director, of the denomination of $5,000 each, or any integral multiple thereof, or such other denomination, numbered sequentially as determined by the Finance Director, and shall bear interest at the rate, or rates, not in excess of six per centum (6.00%) per annum, payable December 1, 2023, and semiannually thereafter on June 1 and December 1 of each year, or such other dates as determined by the Finance Director, until the principal sum is paid. Provided, however, that if said bonds are sold bearing a different rate or rates of interest from that herein before specified, said bonds shall bear such rate, or rates, of interest as may be accepted by the Finance Director. The property tax supported bonds shall be designated 22-1-G1423, or as otherwise designated by the Finance Director. Said bonds shall mature or be subject to mandatory sinking fund redemption on December 1, or such other date of each year as determined by the Finance Director, such maturities and mandatory sinking fund redemption amounts to be determined by the Finance

Director. The Finance Director will determine whether such bonds are callable (and associated call features) or non-callable at the time of financing.

Notice of the call for redemption of said bonds, specifying the numbers of the bonds to be redeemed, shall be sent by the Bond Registrar and Paying Agent by registered or certified mail to the registered holders thereof, not less than thirty (30) days nor more than sixty (60) days prior to the date of redemption, upon which date all interest upon said bonds or portions thereof so called shall cease except those as to which default shall be made, upon presentation, in the payment of the redemption price. Prior to any notice of call for redemption funds for such redemption shall be on deposit with the Bond Registrar and Paying Agent, and the City shall direct the Bond Registrar and Paying Agent in writing to make any notice of call for redemption.

Section 3. That said bonds shall express upon their face the purpose for which they are issued and that they are issued pursuant to this ordinance, Chapter 303 of the Cincinnati Municipal Code, and Chapter 133 of the Ohio Revised Code. They shall bear the facsimile signature of the Mayor and the facsimile signature of the Finance Director, and shall bear the manual authenticating signature of an authorized representative of U.S. Bank, N. A. (herein the "Bond Registrar and Paying Agent"), Cincinnati, Ohio, which is hereby designated to act as bond registrar, transfer agent, and paying agent with respect to the bonds. The bonds shall also bear the corporate seal of the City or a facsimile thereof. The bonds shall be issued in fully registered form. The bonds shall be designated "Energy Conservation Bonds" or such designation as provided in the certificate of award. Such bonds shall be payable as to principal, upon the presentment and surrender for cancellation of the bonds, in lawful money of the United States of America at the Bond Registrar and Paying Agent, and payment of the interest thereon shall be made by the Bond Registrar and Paying Agent on each interest payment date to the person whose name appears on the bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his or her address as it appears on such registration records.

Section 4. That, if the Finance Director, in the exercise of his or her judgment, determines that it is preferable that notes rather than bonds be issued initially, there are hereby authorized notes in the aggregate principal amount of not to exceed $10,255,000, which may be issued in anticipation of the issuance of a like principal amount of said bonds for the purpose described in Section 1 hereof. Such notes shall be designated "Energy Conservation Bond Anticipation Notes," as applicable; shall be issued in such numbers and denominations as may be determined by the Finance Director; shall bear interest at a rate or rates not in excess of six per centum (6.00%) per annum, as shall be approved by the Finance Director, payable on such dates as are determined by the Finance Director; shall be dated as of their date of issuance; shall mature on such date or dates as may be selected by the Finance Director; may be callable in whole or in part at any time prior to maturity as approved by the Finance Director; may be issued in installments as approved by the Finance Director; and shall be payable as to principal at the office of the Bond Registrar and Paying Agent or the office of the Treasurer of the City, and the interest thereon shall be paid by the Bond Registrar and Paying Agent or the office of the Treasurer of the City on each interest payment date to the holders of the notes. Said notes shall bear the facsimile signature of the Mayor and the manual signature of the Finance Director, shall bear the corporate seal of the City, and shall express on their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

Section 5. That, for the purpose of providing the necessary funds to pay the interest on the foregoing issue of bonds or notes promptly when and as the same falls due, and also to provide for the discharge of said bonds or notes at maturity and for the payment of mandatory sinking fund redemptions, there shall be and is hereby levied on all the taxable property in the City of Cincinnati, in addition to all other taxes, a direct tax annually during the period said bonds are to run, outside of the limitations imposed by Article XII, Section 2, of the Ohio Constitution and Section 5705.02 of the Ohio Revised Code, and by virtue of Section 4 of Article VIII of the Charter of the City of Cincinnati, in an amount sufficient to provide for the payment of said interest, when and as the same shall fall due, and also to discharge the principal of said bonds or notes at maturity and to pay mandatory sinking fund redemptions, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund which, together with the interest collected on the same, shall be irrevocably pledged for the payment of principal of and interest on said bonds or notes when and as the same fall due.

Section 6. That said bonds or notes shall be first offered to the City Treasurer as the officer in charge of the Bond Retirement Fund of said City, and if not taken by the Treasurer, may be offered to the Treasury Investment Account for purchase, and, if not offered to or taken by such account, the Finance Director is hereby authorized to award and sell the bonds at public or private sale, in the Finance Director's sound discretion without further action by this Council, at such price (but not less than 97% of par, excluding original issue discount) as is determined by the Finance Director, plus accrued interest on the aggregate principal amount of the bonds from their dates to the date of delivery and payment. The City Manager or Finance Director is hereby authorized to make arrangements for the delivery of the bonds to, and payment therefore by, the purchaser or purchasers thereof at the price determined by the Finance Director; and the City Manager or Finance Director is hereby authorized to execute a purchase agreement (including the certificate of award) for the bonds without further action by this Council. The Finance Director is hereby expressly authorized to execute a purchase agreement for the bonds provided that the true interest cost for the bonds shall not exceed 6.00% per annum, and that the true interest cost for the notes shall not exceed 6.00% per annum.

The Finance Director, in his or her discretion, is authorized to waive the requirements of Section 303-7 of the Municipal Code and to direct the sale of the bonds or notes in whatever manner he or she deems appropriate.

Section 7. That Council, for and on behalf of the City of Cincinnati, Hamilton County, Ohio, hereby covenants that it will restrict the use of the proceeds of the bonds or notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. The

Finance Director or any other officer having responsibility with respect to the issuance of the bonds or notes is authorized to give an appropriate certificate on behalf of the City, on the date of delivery of the bonds or notes for inclusion in the transcript of proceedings, setting forth the facts, estimates, circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These bonds or notes are not designated "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code.

Section 8. That the Finance Director is hereby authorized to certify a copy of this ordinance to the County Auditor of Hamilton County, Ohio, according to law and do all things necessary to comply with Sections 1 through 7 hereof.

Section 9. That, pursuant to the provisions of Section 133.30 of the Ohio Revised Code, these bonds or notes may be consolidated into a single issue with other bond or notes which have been authorized by this Council as determined by the Finance Director.

That these bonds or notes shall be issued in such designations, series, and shall have maturities or principal payments, as are consistent with the aggregate of the series, periodic maturities or principal payments of the separate issues of bonds as set forth in the respective bond ordinances and as provided in the bond purchase agreement or certificate of award to be entered into by and between the City and an underwriter as determined by the Finance Director and executed by the Finance Director.

Section 10. That this Council hereby determines to issue these bonds or notes in Book-Entry-Only form through The Depository Trust Company, New York, New York. The Letter of Representations to The Depository Trust Company from the City, dated March 21, 1995, as supplemented from time to time, is hereby ratified and confirmed.

So long as these bonds or notes are in Book-Entry-Only form, the following covenants and agreements of the City shall be in effect:

(A) Definitions

"Beneficial Owner" means the person in whose name a bond or note is recorded as the beneficial owner of such bond or note by the respective systems of DTC and each of the DTC Participants.

"CEDE & Co" means CEDE & Co, the nominee of DTC, and any successor nominee of DTC with respect to the bonds or notes.

"DTC" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant" means banks, brokers or dealers who are participants of DTC.

"Letter of Representations" means the Letter of Representations dated March 21, 1995, as supplemented from time to time, from the City and the Paying Agent and

Registrar, to DTC with respect to the bonds or notes, which shall be the binding obligation of the City and the Paying Agent and Registrar.

The bonds or notes shall initially be issued in global book entry form registered in the name of CEDE & Co, as nominee for DTC.

While in book entry form, payment of interest for any bond or note registered in the name of CEDE & Co shall be made by wire transfer or such other manner as permitted by the Letter of Representations, to the account of CEDE & Co on the Interest Payment Date or the redemption date at the address indicated for CEDE & Co in the bond register.

(B) Book Entry Bonds

(i) Except as provided herein, the registered owner of all of the bonds or notes shall be DTC and the bond or notes shall be registered in the name of CEDE & Co, as nominee for DTC. The City and the Paying Agent and Registrar shall supplement (with a description of the bonds) the Letter of Representations with DTC, and the provisions of such Letter of Representations shall be incorporated herein by reference.

(ii) The bonds or notes shall be initially issued in the form of single fully registered global certificates in the amount of each separate stated maturity of the bonds or notes. Upon initial issuance, the ownership of such bonds or notes shall be registered in the City's bond register in the name of CEDE & Co, as nominee of DTC. The Paying Agent and Registrar and the City may treat DTC (or its nominee) as the sole and exclusive registered owner of the bonds or notes registered in its name for the purposes of payment of the principal, or redemption price of or interest on the bonds or notes, selecting the bonds or notes or portions thereof to be redeemed, giving any notice permitted or required to be given to bondholders under this ordinance, registering the transfer of bonds or notes, obtaining any consent or other action to be taken by bondholders and for all other purposes whatsoever; and neither the Paying Agent and Registrar nor the City shall be affected by any notice to the contrary. Neither the Paying Agent and Registrar nor the City shall have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the bonds or notes under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the Paying Agent and Registrar as being a registered owner, regarding any of the following: the accuracy of any records maintained by DTC or any DTC Participant; the payment of DTC or any DTC Participant of any amount in respect of the principal or redemption price of or interest on the bonds or notes; any notice which is permitted or required to be given to bondholders under this ordinance; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the bonds or notes; or any consent given or other action taken by DTC as bondholder. The Paying Agent and Registrar shall pay from moneys available hereunder all principal of, and premium, if any, and interest on the bonds or notes only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in the State of Ohio), and all such

payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, and premium, if any, and interest on the bonds or notes to the extent of the sum or sums so paid. Except as provided herein, no person other than DTC shall receive an authenticated bond certificate for each separate stated maturity evidencing the obligation of the City to make payments of principal of, and premium, if any, and interest pursuant to this ordinance. Upon delivery by DTC to the Paying Agent and Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & Co, and subject to the provisions of this ordinance with respect to transfers of bonds or notes, the word "CEDE & Co" in this ordinance shall refer to such new nominee of DTC.

(C) Delivery of Bond Certificates

In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, the City may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the DTC Participants, of the availability through DTC of bond certificates. In such event, the Paying Agent and Registrar shall issue, transfer and exchange, at the City's expense, bond certificates as requested by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the bonds or notes at any time by giving notice to the City and the Paying Agent and Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and Paying Agent and Registrar shall be obligated to deliver bond certificates as described in this ordinance, provided that the expense in connection therewith shall be paid by DTC. In the event bond certificates are issued, the provisions of this ordinance shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates. Whenever DTC requests the City and the Paying Agent and Registrar to do so, the Paying Agent and Registrar and the City will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the bonds or notes to any DTC Participant having bonds or notes credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the bonds or notes.

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

Section 12. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to authorize and conduct the sale of the bonds or notes within thirty days of passage of this ordinance in order to take advantage of currently favorable interest rates and to obtain favorable contract pricing.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

April 20, 2022

To: Mayor and Members of City Council 202201040

From: John P. Curp, Interim City Manager

Subject: **Emergency Ordinance – City Facility Lighting and Solar Improvements**

Attached is an Emergency Ordinance captioned:

> **ESTABLISHING** new capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements," for the purpose of providing resources to install LED lighting, solar, and roofing improvements at City facilities; AUTHORIZING the transfer and appropriation the sum of $10,255,000 from the unappropriated surplus of Energy Conservation Bonds Fund 817 to newly established capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements"; and AUTHORIZING the City Manager to enter into an agreement with McKinstry Essention, LLC to provide LED lighting, solar, and roofing improvements at City facilities.

This Emergency Ordinance establishes new capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements," for the purpose of providing resources to install LED lighting, solar, and roofing improvements at City facilities. This Emergency Ordinance also authorizes the transfer and appropriation of the sum of $10,255,000 from the unappropriated surplus of Energy Conservation Bonds Fund 817 to newly established capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements." Finally, this Emergency Ordinance authorizes the City Manager to enter into an agreement with McKinstry Essention, LLC to provide LED lighting, solar, and roofing improvements at City facilities.

Lighting and solar improvements at City facilities are in accordance with the goals to obtain "100% renewable energy for City government by 2035" and "[r]educe energy consumption [by] 2% annually," as described on pages 97 – 101 of the Green Cincinnati Plan (2018). Lighting and solar improvements at City facilities are also in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption," as described on pages 181 – 186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute the contract with McKinstry Essention, LLC to implement LED lighting, solar, and roofing improvements at City facilities.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

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ESTABLISHING new capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements," for the purpose of providing resources to install LED lighting, solar, and roofing improvements at City facilities; AUTHORIZING the transfer and appropriation the sum of $10,255,000 from the unappropriated surplus of Energy Conservation Bonds Fund 817 to newly established capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements"; and AUTHORIZING the City Manager to enter into an agreement with McKinstry Essention, LLC to provide LED lighting, solar, and roofing improvements at City facilities.

WHEREAS, on May 16, 2018, Council adopted the Green Cincinnati Plan by adopting Motion No. 201800830; and

WHEREAS, lighting and solar improvements at City facilities are in accordance with the goals to obtain "100% renewable energy for City government by 2035" and "[r]educe energy consumption [by] 2% annually" as described on pages 97 – 101 of the Green Cincinnati Plan (2018); and

WHEREAS, lighting and solar improvements at City facilities are in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181 – 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the establishment of capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements," for the purpose of providing resources to install LED lighting, solar, and roofing improvements at City facilities is hereby authorized.

Section 2. That the sum of $10,255,000 is hereby transferred and appropriated from the unappropriated surplus of Energy Conservation Bonds Fund 817 to newly established capital improvement program project account no. 980x255x222534, "City Facility Lighting and Solar Improvements."

Section 3. That the City Manager is hereby authorized to enter into an agreement with McKinstry Essention, LLC to provide LED lighting, solar, and roofing improvements at City facilities.

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 execute the contract with McKinstry Essention, LLC to implement LED lighting, solar, and roofing improvements at City facilities.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

April 13, 2022

To: Mayor and Members of City Council 202200975

From: John P. Curp, Interim City Manager

Subject: **Emergency Ordinance – HR: Rainbow Pride Flag Donation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati's LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately $260 each; and AUTHORIZING the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati's celebration of Pride Month and the Pride Month Parade as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region.

Approval of this Emergency Ordinance authorizes the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati's LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately $260 each. Approval of this Emergency Ordinance further authorizes the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati's celebration of the Pride Month and the Pride Month Parade as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region. The first rainbow flag is being donated by Human Resources Deputy Director Kelly Carr, Executive Sponsor of the City Pride LGBTQIA+ Employee Resource Group.

June is Pride Month, and the City Administration intends to fly a rainbow flag in recognition of Pride Month and the Pride Month Parade.

There are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources.

The reason for the emergency is the immediate need to accept the donated flag in advance of Pride Month in June 2022.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

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AUTHORIZING the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati's LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately $260 each; and AUTHORIZING the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati's celebration of Pride Month and the Pride Month Parade as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region.

WHEREAS, June is Pride Month, and the City Administration intends to fly a rainbow flag in recognition of Pride Month and the Pride Month Parade; and

WHEREAS, Council supports flying the rainbow flag from the flagpole at City Hall during Pride Month each June as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region; and

WHEREAS, Human Resources Deputy Director Kelly Carr, Executive Sponsor of the City Pride LGBTQIA+ Employee Resource Group, has personally purchased a rainbow flag and offered to donate it to the City, on behalf of City Pride, for this purpose; and

WHEREAS, the donated flags will be larger and more inclusive by incorporating the latest redesign of the rainbow flag; and

WHEREAS, each flag is valued at approximately $260; and

WHEREAS, the City's installation and maintenance of the rainbow flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum; and

WHEREAS, there are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources; now, therefore,

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

Section 1. That Council hereby declares it is a matter of great public interest to support the celebration of lesbian, gay, bisexual, transgender, queer, intersexual, and asexual people in

Cincinnati and the region including through accepting the donation of and flying the rainbow flag during Pride Month in June of each year.

Section 2. That the City Manager is hereby authorized to accept an in-kind donation of a rainbow flag and subsequent similar replacement flags from Human Resources Deputy Director Kelly Carr, Executive Sponsor of the City Pride LGBTQIA+ Employee Resource Group (ERG), valued at approximately $260 each and to display the flag in celebration of Pride Month each June.

Section 3. That the City's installation and maintenance of the rainbow flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donated flag in advance of Pride Month in June 2022.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartment Correspondence Sheet

April 13, 2022

To: Mayor and Members of City Council 202200977

From: John P. Curp, Interim City Manager

Subject: **Emergency Ordinance – USS *Cincinnati* Lithograph Donation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept a donation from the USS *Cincinnati* Commissioning Foundation of a framed lithograph, signed by the artist Peter K. Hsu, and valued at approximately $95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

This Emergency Ordinance authorizes the City Manager to accept a donation of a 23" x 31" framed lithograph, signed by artist Peter K. Hsu, of the original painting of the USS *Cincinnati* that was presented to the ship during its commissioning ceremony in 2019, valued at $95 from the USS *Cincinnati* Commissioning Foundation.

The reason for the emergency is the need to accept the donated lithograph at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

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AUTHORIZING the City Manager to accept a donation from the USS *Cincinnati* Commissioning Foundation of a framed lithograph, signed by the artist Peter K. Hsu and valued at approximately $95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

WHEREAS, the USS *Cincinnati* Commissioning Foundation has graciously offered to donate to the City a 23" x 31" framed lithograph, signed by the artist Peter K. Hsu and valued at approximately $95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony; and

WHEREAS, select crew of the USS *Cincinnati* visited the City from April 5 to April 10, 2022, to strengthen the bond between the ship and its namesake city; and

WHEREAS, there are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept the generous donation from the USS *Cincinnati* Commissioning Foundation of a 23" x 31" framed lithograph, signed by the artist Peter K. Hsu and valued at approximately $95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to accept the donated lithograph at the earliest possible time.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

April 13, 2022

To: Mayor and Members of City Council 202200979

From: John P. Curp, Interim City Manager

Subject: **Emergency Ordinance – Parks: Cincinnati Park Board Commissioners' Fund Donations**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and AUTHORIZING the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance would authorize the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioners' Fund. This Emergency Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

The Cincinnati Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board. This donation will provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks.

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

This Emergency Ordinance is in accordance with the Sustain goal to "Preserve our natural and built environment" and strategy to "Protect our natural resources," as described on pages 193 – 196 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure the availability of necessary resources to avoid disruption of providing services in the City's parks.

The Administration recommends passage of this Emergency Ordinance.

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

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AUTHORIZING the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and AUTHORIZING the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

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

WHEREAS, acceptance of a donation totaling $500,000 from the Cincinnati Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary reimbursements, acquire Krohn Conservatory's gift shop inventory, and provide resources for other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of $500,000 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

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

WHEREAS, the acceptance of the donation is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and strategy to "[p]rotect our natural resources," as described on pages 193-196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks.

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

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure the availability of necessary resources to avoid disruption of providing services in the City's parks.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

2022000980

Date: April 6, 2022

To: Mayor Aftab Pureval

From: Andrew W. Garth, City Solicitor AWG

Subject: **Emergency Ordinance – American Rescue Plan Funds for Summer Safety Initiative**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer and return to source Local Fiscal Recovery Fund 469 of the sum of $250,000 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning sources with actual uses; ESTABLISHING new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime; AUTHORIZING the transfer and appropriation of the sum of $250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City; and DECLARING expenditures from American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," to be for a public purpose.

AWG/CFG(lnk)
Attachment
361569

{00361627-1}

EMERGENCY

City of Cincinnati

CFG BWG

An Ordinance No. _____ - 2022

AUTHORIZING the transfer and return to source Local Fiscal Recovery Fund 469 of the sum of $250,000 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning sources with actual uses; ESTABLISHING new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime; AUTHORIZING the transfer and appropriation of the sum of $250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City; and DECLARING expenditures from American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," to be for a public purpose.

WHEREAS, the City received funding from the United States Department of the Treasury pursuant to the American Rescue Plan Act as part of the Coronavirus Local Fiscal Recovery Fund Act; and

WHEREAS, a portion of the funding was appropriated to American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," which was designated to provide fiscal stability for fiscal year 2021; and

WHEREAS, the City's fiscal year 2021 budget is now closed, so remaining funds identified for fiscal year 2021 fiscal stability are available to be reallocated for other purposes; and

WHEREAS, the Cincinnati Police Department allocates Police Visibility Overtime (PVO) within the department to provide additional policing in criminal hot spots and event areas throughout the year based on crime data and projections; and

WHEREAS, a data-driven approach will be utilized to determine the best deployment of resources to improve safety within the City; and

WHEREAS, criminal activity has spiked during the COVID-19 pandemic including an increase in violent crime, and $250,000 of American Rescue Plan funds are being made available for a Summer Safety Initiative to provide additional police patrols in criminal hot spots and event areas; now, therefore,

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

Section 1. That the sum of $250,000 is hereby transferred and returned to source Local Fiscal Recovery Fund 469 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning sources with actual uses.

Section 2. That the Director of Finance is hereby authorized to establish new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime.

Section 3. That the sum of $250,000 is hereby transferred and appropriated from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City.

Section 4. That expenditures from American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," are hereby declared to be for a public purpose because criminal activity has spiked during the COVID-19 pandemic and additional police overtime will enhance public safety.

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

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

the immediate need to implement authorized American Rescue Plan-related support programs and projects.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: April 13, 2022
202200981

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

Subject: RESOLUTION OF NECESSITY FOR GROUP 3 RESIDENTIAL STREET LIGHTING (2021-2024)

Attached is a legislative resolution captioned as follows:

> **DECLARING** the necessity of assessing properties in Lighting Group 3 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2021.

The Assessed Street Lighting program allows property owners to pay added cost for enhanced or increased street lighting services. The Assessed Street Lighting program is divided into three groups; each group is assessed for a three-year period with one group being renewed each year. The groups are classified by the category of lighting and divided into individual districts usually consisting of a street segment.

- Group 1 consists of residential streets lighted by boulevard lights on decorative poles with underground wiring formally owned by Duke Energy and now owned and maintained by the City.
- Group 2 consists of streets within the central business district. There are various types of lighting within this area, most of which is owned and maintained by the City.
- Group 3 is an assortment of lights and streets not included in Group 1 and Group 2. Included in this group are neighborhood business districts and new residential developments. The ownership and maintenance responsibility for the lighting in these areas is divided between Duke Energy and the City.

The lighting for Group 3 consists of 2263 streetlights of various types and wattage's installed on boulevard poles and Duke wood poles and various decorative lights within the Backstage District. The estimated total assessment for Group 3 is $831,306 for the three-year assessment period. The City pays for a portion of the total street lighting costs that are relatively equivalent to what is normally provided from City funds on non-assessed streets. This lighting credit, the city's share of the cost of this lighting, for Group 3 varies from $0.35 to $1.04 per foot for the period and is determined by the street classification. On streets that have both standard lighting and special lighting, a 2% credit to the total operating and maintenance costs is applied instead. The City also pays the assessments associated with lighting intersections and city, federal, and state property contained within an assessment district.

The Department of Transportation and Engineering received petitions to establish new and/or upgrade existing assessment districts as shown below. The following assessment districts have been added to Group 3:

- Court Street
- Harrison, Montana, Epworth
- Madison & Whetsel
- Vine

The annual assessment renewal process has four major steps, which require action by City Council.

1. A Resolution of Necessity is prepared by the Law Department and submitted for passage.
2. After Council passes the Resolution of Necessity, all property owners who will be assessed more than $250.00 for the three-year period are notified and given an opportunity to object to the proposed assessment.
3. After all objections to the proposed assessment have been addressed, an Ordinance Determining to Proceed is prepared by the Law Department and submitted for passage.
4. Immediately following the Ordinance Determining to Proceed, an Assessing Ordinance is prepared and submitted.

The Administration recommends the passage of the attached legislative resolution.

Attachment I – Lighting Assessment Estimates

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

Legislative Resolution

JRS BWG

RESOLUTION NO. _____ - 2022

DECLARING the necessity of assessing properties in Lighting Group 3 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2021.

WHEREAS, Chapter 727 of the Ohio Revised Code authorizes the City to levy and collect special assessments for the cost of special street lighting upon abutting, adjacent, contiguous, or specially benefitted lots or lands within the City; and

WHEREAS, Council has determined that properties abutting, adjacent, and contiguous to the streets or portions of streets identified on the attached Exhibit A specially benefit from the special street lighting thereon; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio, three-fourths of the members elected thereto concurring:

Section 1. That it is hereby declared necessary and conducive to the public health, safety, convenience, and general welfare to assess properties that benefit from special street lighting in Lighting Group 3 on the streets set forth in Exhibit A attached hereto, which assessments shall be for such properties' share of the cost of such lighting during the three-year period commencing on August 1, 2021.

Section 2. That the plans, specifications, and cost estimates corresponding to the proposed assessments are on file in the Clerk of Council's office, incorporated herein by reference, and hereby approved.

Section 3. That the City of Cincinnati shall pay from $0.35 to $1.04 per front foot for the City's share of the cost of the special lighting subject to the proposed assessment, depending on the street classification, which is equivalent to the estimated cost of lighting the streets to

standard-level street lighting and is greater than two percent of the total cost of the special street lighting.

Section 4. The balance of the cost shall be assessed by the front-foot method upon all lots and lands that specially benefit from the lighting, except public right-of-way bounding and abutting upon the street or portions thereof and lands owned by the federal or state government.

Section 5. That all properties along the portions of the right of way listed on Exhibit A are found to be specially benefited by the special street lighting.

Section 6. That the assessments shall be paid in cash to the City Treasurer within 30 days after the passage of the assessing ordinance or, at the option of the property owner, in three annual installments with interest payable to the City; and that assessments not paid in cash within the 30-day period shall be certified to the County Auditor for collection by the County Treasurer in the same manner as real estate taxes are collected.

Section 7. That the City Administration shall prepare, in accordance with the method of assessment set forth in Sections 3 and 4 hereof, an estimate of the amount of the assessment against each lot or parcel to be assessed and shall file it in the Clerk of Council's office.

Section 8. That notice of the passage of this resolution shall be provided to the owners of the parcels of land to be assessed pursuant to Ohio Revised Code Section 727.14 by the Clerk of Council, or a person designated by the Clerk: (i) by publication once a week for two consecutive weeks in a newspaper of general circulation within the City of Cincinnati; (ii) by publication of notice on the City's website; (iii) as provided in Ohio Revised Code Section 7.16; or (iv) if the estimated assessment against an owner is over five hundred dollars, as provided in Ohio Revised Code Section 727.13. Notice shall also be provided in accordance with Article II, Section 6 of the City Charter.

Section 9. That the portion of the cost of any uncollectible assessments of federal, state, or City property shall be paid by the City out of a fund provided for this purpose.

Section 10. That notes and bonds of the City of Cincinnati may be issued in anticipation of the levy and collection of the special assessments.

Section 11. That this legislative resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

EXHIBIT A

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
1	ARCADIA PLACE	from 40' southwest of the southwest line of Linwood Avenue; to its south- west terminus	8	$0.64	$4,791.57
2	AUBURN AVENUE	from the north line of Dorchester Avenue; to the south line of William Howard Taft Road	40	$1.11	$23,185.45
3	BACKSTAGE AREA	Walnut Street & Ruth Lyons Alley from Sixth Street to Seventh Street, Gano Alley from Vine Street to Walnut Street, Sixth Street from Walnut Street to Ruth Lyons Alley	579	$2.01	$13,079.05
4	BURNET AVENUE	from the north line of Erkenbrecher Avenue; to the south line of Forest Avenue	19	$0.50	$4,571.56
5	CALHOUN ST	on the N.S. of Calhoun from the west line of Scioto to the east line of Dennis and on the S.S. of Calhoun from the west line of Scioto to the east line of Kleine Al and Ohio from the north line of McMillan to the south line of Calhoun	16	$2.07	$6,957.68
6	CENTRAL AVENUE	from the north line of Ninth Street to the south line of Court Street	5	$2.41	$3,758.62
7	CHESTNUT STREET	from the east line of Mound Street to the west line of Central Avenue	11	$1.54	$5,493.03
8	CLARK STREET	from the east line of John Street to the west line of Central Avenue	8	$1.65	$4,013.70
9	MCMILLAN AVE	from the E line of Rohs St to E line of Hartshorn & on the E side of Clifton Ave from the S line of Clifton 212.88' N to the S line of Calhoun. On the SS of Calhoun from E line of Clifton 261.8' to the E line of Clifton and Clifton --McMillan to Calhoun	54	$2.41	$28,958.21
10	COLERAIN AVENUE	from the north line of Marshall Avenue ES to the south line of Stock Avenue, WS to 520.68' north of the north line of Elam Avenue on the W.S.	27	$0.96	$15,328.12
11	COLERAIN AVENUE	from the north line of North Bend Road to the south line of Kirby Avenue	16	$1.47	$8,477.60
12	COLUMBIA PARKWAY	the east line of Delta Avenue to the west line of Stanley Avenue	29	$2.24	$14,627.25
13	FOURTEENTH STREET	east line of Walnut Street west line of Sycamore Street	16	$1.60	$8,283.26
14	ELIZABETH STREET	from the east line of Mound Street to the west line of Central Avenue	12	$1.39	$5,948.59
15	ERIE AVENUE	from the east line of Edwards Road to the west line of Michigan Avenue	18	$4.10	$9,837.50
16	ERIE AVENUE	the west line of Edwards Road the east line of Zumstein Avenue	6	$1.64	$3,037.54

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
17	THIRTEENTH STREET	east line of Walnut Street west line of Sycamore Street	16	$1.56	$8,011.11
18	GILBERT AVENUE	from the south line of William H. Taft to 66' north of the north line of Pana Alley on the W.S.; and to 115' south of the south line of Curtis Street on the E.S.	29	$3.19	$17,488.00
19	HAMILTON AVENUE	from the north line of Hoffner Street to the south line of Chase Avenue	57	$2.90	$29,646.08
20	HAMILTON AVENUE	from 670.68' south of the south line of Cedar Avenueon the east side from the north line of of Llanfair Street on the west side to the south line of North Bend Road	104	$4.12	$55,853.22
21	HIGHLAND AVENUE	from Stetson to Donohue, on E. Rochelle & Donohue from Bellevue to Highland	10	$2.02	$4,836.84
22	HOPKINS STREET	from the east line of John Street to its east terminus	6	$1.55	$2,997.38
23	JACKSON STREET	from the north line of East Central Parkway to the north line of Thirteenth Street and on 12th Street from approximately 59' east of Jackson St to the east line of Vine Street	25	$2.23	$12,901.87
24	JOHN STREET	from the south line of Ezzard Charles Drive to the north line of Court Street	19	$1.47	$9,455.93
25	KELLOGG AVE	100' north of Eldorado Avenue 236.8' south of Waits Avenue	12	$2.14	$6,358.20
26	KIPLINGWOOD DRIVE	from the south line of Kipling Av to its south terminus and from the east line of Kiplingwood Drive to their east termini of Timbercroft Ct and Hearthstead Ln	9	$0.64	$5,126.78
27	LUDLOW AVENUE	from the east line of Whitfield Avenue to the east line of Lot 21 of M.V.B. Weigell's Subdivision on the N.S. and to 198' east of the east line of Clifton Avenue on the S.S.	32	$1.89	$17,576.34
28	MADISON ROAD	from 291.37' west of the west line of Woodburn Avenue to the west line of Hackberry Street	33	$4.82	$24,786.64
29	MADISON ROAD	from 854.81' west of the west line of Cohoon Street on the N.S. and 199.64' east of the east line of Beechcrest Lane on the S.S. to 429' east of the east line of Grandin Road	26	$1.15	$13,344.71
30	MADISON ROAD	North Side: from the east line of Ebersole Avenue; to the east line of Glenshade Avenue South Side: from 80.70' west of the west line of Ebersole Avenue; to 62.5' east of the east line of Glenshade Avenue	47	$1.78	$26,303.35
31	MADISON RD	from the east line of Romana Place to the pedestrian bridge east of Brazee Street	126	$2.42	$40,751.27

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
32	MADISON ROAD - O'BRYONVILLE PEDS	NORTH SIDE: 426.5' west of the west line of Cohoon Street to the west line of Lavinia Avenue SOUTH SIDE: 49.02' east of the east line of Elmhurst Avenue the east line of Grandin Road on the south side	27	$2.05	$14,305.96
33	MAIN STREET	from the north line of Central Parkway to the south line of Liberty Street	33	$1.65	$17,068.34
34	MC MILLAN STREET	from the east line of Chatham Street to the west line of Victory Parkway	34	$1.14	$13,901.84
35	MELINDY STREET	the east line of Clay Street the west line of Main Street	4	$1.67	$2,076.68
36	MONTANA AVENUE	from 30' north of the north east line of Harrison and 20' south of the south east line of Harrison and on Montana Avenue from the NW line of LaRue Ct. to the east line of Epworth.	17	$1.59	$7,940.65
37	MONTGOMERY ROAD	from 73' west of the west line of Lester Road; to 115' east of the east line of Woodmont Avenue	95	$2.31	$33,832.90
38	MONTGOMERY ROAD	from the north line of Brewster Avenue to the north line of parcel 57-2-8 on the east side to 233.06' north of the north line of Dana Ave	23	$1.47	$12,186.55
39	BEECHMONT AVENUE	from the north line Plaza Av to the south line of Campus Lane	34	$2.03	$14,914.51
40	DELTA AND LINWOOD AVENUE	from Delta Avenue at Alpine Terrace to 250' North of Linwood Avenue and on Linwood Avenue from 200' South of Delta Ave to 380' north of Delta Avenue	22	$2.07	$12,051.18
41	ORCHARD STREET	the east line of Main Street the west line of Sycamore Street	8	$1.79	$4,170.65
42	PENDLETON STREET	from the north line of Reading Road to the north terminus and 12th Street from Main Street to Pendleton Street and Sycamore Street from Central Pkwy to 13th Street and Reading Road from Sycamore to Spring St	71	$1.58	$33,127.91
43	PLEASANT ST	from the north line of W. 14th Street to the south line of W. 15th Street	6	$1.30	$2,947.42
44	SPRINGHOUSE LANE	the south line of Clinton Springs Avenue the south terminus	8	$0.24	$2,203.81
45	ST. GREGORY STREET	St Gregory from the N line of Jerome Street to the S line of Hatch Street, Pavilion N.S. from 76.9' east of the east line of Saint Paul Street to the east line of Belvedere Street + 28', Pavilion S.S. from the east line of Saint Paul Street to 200' east of the east line of St Gregory, Hatch from the east line of Warham NS: to 35' east of the east line of Louden Street, SS to 90' east of the east line of Saint Gregory	41	$2.56	$21,723.86

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
46	TWELFTH STREET	the east line of Jackson Street the west line of Main Street	9	$1.26	$4,862.99
47	VENETIAN TERRACE	122.2' east of the east line of Sunridge Drive the south terminus	13	$0.39	$5,135.32
48	VINE STREET	from the north line of Central Parkway to the south line of Fourteenth Street	49	$2.22	$25,890.29
49	VINE STREET	from the north line of Daniels Street to the south line of University Avenue	27	$5.37	$12,893.47
50	WARSAW AVENUE	from 75' northwest of Carson Avenue to the east line of Wells Street	14	$0.22	$1,907.91
51	WARSAW AVE	from the west line of McPherson Avenue to the north line of parcels 174-7-79 on the east side and 174-7-86 on the west side and on ST LAWRENCE to the west line of parcels 174-7-86 on the north side and 174-7-46 on the south side	21	$1.69	$10,391.92
52	WILLOWCOVE AND INTERN COURT	the south line of Kipling Av the south terminus the west line of Willowcove Drive the west terminus and Intern Ct west of Willowcove Dr	7	$0.57	$3,912.05
53	WOODBURN AVENUE	West Side: from 180.39' south of the south line of William Howard Taft to the north line of Lincoln Avenue East Side: from the north line of Locust Street; to 45' south of the south line of DeSales Lane	54	$2.05	$26,365.89
54	WOODWARD STREET	the east line of Main Street the east terminus	3	$1.08	$1,504.12
55	DONOHUE ST	from Eden to Gerard, on Gerard Street from Donahue to E. Rochelle, on Eden avenue from Donohue to E. Rochelle and on E. Roshelle from Eden to Gerard St.	6	$0.54	$2,141.99
56	BROADWAY	FROM 13TH ST TO READING RD	9	$1.17	$3,978.46
57	WALNUT	from the south line of Fourteenth Street to the south line of Thirteenth Street, on Mercer from the west line of Walnut Street to the east line of Vine Street and on Fourteenth Street from the west line of Walnut Street to the east line of Vine Street	26	$1.77	$13,911.72
58	THIRTEENTH	from the east line of Vine Street to the west line of Walnut Street	7	$1.45	$3,478.63
59	VINE	from the N. line of Corry St. to the S. line of Daniels St. On Daniels from the W. line of Vine to the E. line of Jefferson and on W. Charlton from the W. line of Vine to the E. line of Jefferson NOTE: MAINT 2 IS AVG COST FOR POST BRACKET & SURFACE	84	$4.04	$41,421.64
60	SYCAMORE	From the northern ROW of 13th St. to the southern ROW of 14th St	12	$2.02	$5,610.08

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
61	WOODBURN	West Side: north line of Lincoln Avenue to 190' south of the south line of Merrimac Street. East side: 45' south of the south line of Desales Lane to the south line of Dexter Avenue	12	$0.96	$5,034.07
62	HARRISON, MONTANA, EPWORTH	Northeast side of Harrison Avenue from Montana Avenue to Epworth Ave. The east side of Epworth Avenue from Harrison Avenue to Urwiler Avenue	6	$0.35	$1,666.50
63	MADISON & WHETSEL	North Side (Madison Rd) west line of Revenna St to the east line of Ward. SS (Madison Rd) west line of Revanna St to the east line of Ward St. WS (Whetsel Ave) north line of Prentice St to the south line of Sierra St. ES (Whetsel Ave) north line of Prentice St to the south line of Sierra St.	32	$1.81	$14,206.68
64	VINE	west side, south curb line of West 15th Street to the sourth curb line of Liberty Street. East side; 216.07 feet south of East 15th street to the south curb line of Liberty Street.	11	$2.53	$6,598.73
65	COURT STREEET	from Vine to Walnut	23	$5.06	$11,801.86
		Count of Assemblies	2263	Total Assessment:	$830,953.08

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
1	ARCADIA PLACE	from 40' southwest of the southwest line of Linwood Avenue; to its south- west terminus	8	$0.64	$4,791.57
2	AUBURN AVENUE	from the north line of Dorchester Avenue; to the south line of William Howard Taft Road	40	$1.11	$23,185.45
3	BACKSTAGE AREA	Walnut Street & Ruth Lyons Alley from Sixth Street to Seventh Street, Gano Alley from Vine Street to Walnut Street, Sixth Street from Walnut Street to Ruth Lyons Alley	579	$2.01	$13,122.81
4	BURNET AVENUE	from the north line of Erkenbrecher Avenue; to the south line of Forest Avenue	19	$0.50	$4,571.56
5	CALHOUN ST	on the N.S. of Calhoun from the west line of Scioto to the east line of Dennis and on the S.S. of Calhoun from the west line of Scioto to the east line of Kleine Al and Ohio from the north line of McMillan to the south line of Calhoun	16	$2.07	$6,957.68
6	CENTRAL AVENUE	from the north line of Ninth Street to the south line of Court Street	5	$2.41	$3,758.62
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9	MCMILLAN AVE	from the E line of Rohs St to E line of Hartshorn & on the E side of Clifton Ave from the S line of Clifton 212.88' N to the S line of Calhoun. On the SS of Calhoun from E line of Clifton 261.8' to the E line of Clifton and Clifton --McMillan to Calhoun	54	$2.41	$28,958.21
10	COLERAIN AVENUE	from the north line of Marshall Avenue ES to the south line of Stock Avenue, WS to 520.68' north of the north line of Elam Avenue on the W.S.	27	$0.96	$15,328.12
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12	COLUMBIA PARKWAY	the east line of Delta Avenue to the west line of Stanley Avenue	29	$2.24	$14,627.25
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14	ELIZABETH STREET	from the east line of Mound Street to the west line of Central Avenue	12	$1.39	$5,948.59
15	ERIE AVENUE	from the east line of Edwards Road to the west line of Michigan Avenue	18	$4.10	$9,837.50
16	ERIE AVENUE	the west line of Edwards Road the east line of Zumstein Avenue	6	$1.64	$3,037.54

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18	GILBERT AVENUE	from the south line of William H. Taft to 66' north of the north line of Pana Alley on the W.S.; and to 115' south of the south line of Curtis Street on the E.S.	29	$3.19	$17,488.00
19	HAMILTON AVENUE	from the north line of Hoffner Street to the south line of Chase Avenue	57	$2.90	$29,646.08
20	HAMILTON AVENUE	from 670.68' south of the south line of Cedar Avenueon the east side from the north line of of Llanfair Street on the west side to the south line of North Bend Road	104	$4.12	$55,853.22
21	HIGHLAND AVENUE	from Stetson to Donohue, on E. Rochelle & Donohue from Bellevue to Highland	10	$2.02	$4,836.84
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23	JACKSON STREET	from the north line of East Central Parkway to the north line of Thirteenth Street and on 12th Street from approximately 59' east of Jackson St to the east line of Vine Street	25	$2.23	$12,901.87
24	JOHN STREET	from the south line of Ezzard Charles Drive to the north line of Court Street	19	$1.47	$9,455.93
25	KELLOGG AVE	100' north of Eldorado Avenue 236.8' south of Waits Avenue	12	$2.15	$6,379.48
26	KIPLINGWOOD DRIVE	from the south line of Kipling Av to its south terminus and from the east line of Kiplingwood Drive to their east termini of Timbercroft Ct and Hearthstead Ln	9	$0.64	$5,126.78
27	LUDLOW AVENUE	from the east line of Whitfield Avenue to the east line of Lot 21 of M.V.B. Weigell's Subdivision on the N.S. and to 198' east of the east line of Clifton Avenue on the S.S.	32	$1.89	$17,635.14
28	MADISON ROAD	from 291.37' west of the west line of Woodburn Avenue to the west line of Hackberry Street	33	$4.82	$24,786.64
29	MADISON ROAD	from 854.81' west of the west line of Cohoon Street on the N.S. and 199.64' east of the east line of Beechcrest Lane on the S.S. to 429' east of the east line of Grandin Road	26	$1.15	$13,344.71
30	MADISON ROAD	North Side: from the east line of Ebersole Avenue; to the east line of Glenshade Avenue South Side: from 80.70' west of the west line of Ebersole Avenue; to 62.5' east of the east line of Glenshade Avenue	47	$1.78	$26,303.35
31	MADISON RD	from the east line of Romana Place to the pedestrian bridge east of Brazee Street	126	$2.42	$40,751.27

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
32	MADISON ROAD - O'BRYONVILLE PEDS	NORTH SIDE: 426.5' west of the west line of Cohoon Street to the west line of Lavinia Avenue SOUTH SIDE: 49.02' east of the east line of Elmhurst Avenue the east line of Grandin Road on the south side	27	$2.06	$14,353.82
33	MAIN STREET	from the north line of Central Parkway to the south line of Liberty Street	33	$1.65	$17,068.34
34	MC MILLAN STREET	from the east line of Chatham Street to the west line of Victory Parkway	34	$1.14	$13,901.84
35	MELINDY STREET	the east line of Clay Street the west line of Main Street	4	$1.67	$2,076.68
36	MONTANA AVENUE	from 30' north of the north east line of Harrison and 20' south of the south east line of Harrison and on Montana Avenue from the NW line of LaRue Ct. to the east line of Epworth.	17	$1.59	$7,940.65
37	MONTGOMERY ROAD	from 73' west of the west line of Lester Road; to 115' east of the east line of Woodmont Avenue	95	$2.31	$33,832.90
38	MONTGOMERY ROAD	from the north line of Brewster Avenue to the north line of parcel 57-2-8 on the east side to 233.06' north of the north line of Dana Ave	23	$1.47	$12,227.33
39	BEECHMONT AVENUE	from the north line Plaza Av to the south line of Campus Lane	34	$2.03	$14,914.51
40	DELTA AND LINWOOD AVENUE	from Delta Avenue at Alpine Terrace to 250' North of Linwood Avenue and on Linwood Avenue from 200' South of Delta Ave to 380' north of Delta Avenue	22	$2.08	$12,091.51
41	ORCHARD STREET	the east line of Main Street the west line of Sycamore Street	8	$1.79	$4,170.65
42	PENDLETON STREET	from the north line of Reading Road to the north terminus and 12th Street from Main Street to Pendleton Street and Sycamore Street from Central Pkwy to 13th Street and Reading Road from Sycamore to Spring St	71	$1.58	$33,127.91
43	PLEASANT ST	from the north line of W. 14th Street to the south line of W. 15th Street	6	$1.30	$2,947.42
44	SPRINGHOUSE LANE	the south line of Clinton Springs Avenue the south terminus	8	$0.24	$2,203.81
45	ST. GREGORY STREET	St Gregory from the N line of Jerome Street to the S line of Hatch Street, Pavilion N.S. from 76.9' east of the east line of Saint Paul Street to the east line of Belvedere Street + 28', Pavilion S.S. from the east line of Saint Paul Street to 200' east of the east line of St Gregory, Hatch from the east line of Warham NS: to 35' east of the east line of Louden Street, SS to 90' east of the east line of Saint Gregory	41	$2.57	$21,796.54

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
46	TWELFTH STREET	the east line of Jackson Street the west line of Main Street	9	$1.26	$4,862.99
47	VENETIAN TERRACE	122.2' east of the east line of Sunridge Drive the south terminus	13	$0.39	$5,135.32
48	VINE STREET	from the north line of Central Parkway to the south line of Fourteenth Street	49	$2.22	$25,890.29
49	VINE STREET	from the north line of Daniels Street to the south line of University Avenue	27	$5.37	$12,893.47
50	WARSAW AVENUE	from 75' northwest of Carson Avenue to the east line of Wells Street	14	$0.22	$1,907.91
51	WARSAW AVE	from the west line of McPherson Avenue to the north line of parcels 174-7-79 on the east side and 174-7-86 on the west side and on ST LAWRENCE to the west line of parcels 174-7-86 on the north side and 174-7-46 on the south side	21	$1.69	$10,391.92
52	WILLOWCOVE AND INTERN COURT	the south line of Kipling Av the south terminus the west line of Willowcove Drive the west terminus and Intern Ct west of Willowcove Dr	7	$0.57	$3,912.05
53	WOODBURN AVENUE	West Side: from 180.39' south of the south line of William Howard Taft to the north line of Lincoln Avenue East Side: from the north line of Locust Street; to 45' south of the south line of DeSales Lane	54	$2.05	$26,365.89
54	WOODWARD STREET	the east line of Main Street the east terminus	3	$1.08	$1,504.12
55	DONOHUE ST	from Eden to Gerard, on Gerard Street from Donahue to E. Rochelle, on Eden avenue from Donohue to E. Rochelle and on E. Roshelle from Eden to Gerard St.	6	$0.54	$2,141.99
56	BROADWAY	FROM 13TH ST TO READING RD	9	$1.17	$3,978.46
57	WALNUT	from the south line of Fourteenth Street to the south line of Thirteenth Street, on Mercer from the west line of Walnut Street to the east line of Vine Street and on Fourteenth Street from the west line of Walnut Street to the east line of Vine Street	26	$1.77	$13,911.72
58	THIRTEENTH	from the east line of Vine Street to the west line of Walnut Street	7	$1.45	$3,478.63
59	VINE	from the N. line of Corry St. to the S. line of Daniels St. On Daniels from the W. line of Vine to the E. line of Jefferson and on W. Charlton from the W. line of Vine to the E. line of Jefferson NOTE: MAINT 2 IS AVG COST FOR POST BRACKET & SURFACE	84	$4.04	$41,421.64
60	SYCAMORE	From the northern ROW of 13th St. to the southern ROW of 14th St	12	$2.02	$5,610.08

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
61	WOODBURN	West Side: north line of Lincoln Avenue to 190' south of the south line of Merrimac Street. East side: 45' south of the south line of Desales Lane to the south line of Dexter Avenue	12	$0.96	$5,034.07
62	HARRISON, MONTANA, EPWORTH	Northeast side of Harrison Avenue from Montana Avenue to Epworth Ave. The east side of Epworth Avenue from Harrison Avenue to Urwiler Avenue	6	$0.35	$1,666.50
63	MADISON & WHETSEL	North Side (Madison Rd) west line of Revenna St to the east line of Ward. SS (Madison Rd) west line of Revanna St to the east line of Ward St. WS (Whetsel Ave) north line of Prentice St to the south line of Sierra St. ES (Whetsel Ave) north line of Prentice St to the south line of Sierra St.	32	$1.81	$14,206.68
64	VINE	west side, south curb line of West 15th Street to the sourth curb line of Liberty Street. East side; 216.07 feet south of East 15th street to the south curb line of Liberty Street.	11	$2.53	$6,598.73
65	COURT STREEET	from Vine to Walnut	23	$5.06	$11,801.86
		Count of Assemblies	2263	Total Assessment:	$831,306.92

City of Cincinnati

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202200872

Victoria Parks
President Pro Tempore

March 29, 2022

MOTION

WE MOVE that the Administration provide a report back to Council within thirty (30) days with recommendations for how the City administration can support and encourage the Civil Service Commission (CSC) to provide Spanish language options for civil service exams along with HR and recruiting communications. The report should identify additional resources that would be required, if any, for the CSC to approve and implement such recommendations.

Victoria Parks

CAL
BK
3/29/22