



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

Chairperson Reggie Harris
Vice Chair Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Meeka Owens
Councilmember Seth Walsh
President Pro Tem Victoria Parks

Monday, November 6, 2023

1:00 PM

Council Chambers, Room 300

PRESENTATIONS

City Manager Review- Self Evaluation by Sheryl M. M. Long, City Manager

**FY 2023 Carryover to FY 2024: Administration's Recommendations by
Andrew Dudas, Budget Director**

AGENDA

CARRYOVER

1. [202302300](#) **ORDINANCE (EMERGENCY)**, submitted by Mayor Aftab Pureval, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of \$3,850,000 from balance sheet reserve account no. 050x3440, "Infrastructure and Capital Project Reserve," to the unappropriated surplus of General Fund 050; **ESTABLISHING** new capital improvement program project account no. 980x164x241624, "Industrial Site Redevelopment - GF CO," to provide resources for industrial site redevelopment projects; **AUTHORIZING** the transfer of \$1,600,000 from the unappropriated surplus of General Fund 050 to newly created capital improvement program project account no. 980x164x241624, "Industrial Site Redevelopment - GF CO," to provide resources for industrial site redevelopment projects; **ESTABLISHING** new balance sheet reserve account no. 050x3423, "West End Community Development Initiatives," within the General Fund; **AUTHORIZING** the transfer of \$2,000,000 from the unappropriated surplus of General Fund 050 to newly created balance sheet reserve account no. 050x3423 "West End Community Development Initiatives," to provide resources for various community development initiatives in the West End neighborhood; **AUTHORIZING** the transfer and appropriation of \$250,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources to Keep Cincinnati Beautiful for capital facilities improvements; and **DECLARING** certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

Sponsors: Mayor

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

2. [202302301](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **AUTHORIZING** the transfer of \$7,095,646 from balance sheet reserve account no. 050x3440, 'Infrastructure and Capital Project Reserve,' to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$7,095,646 from the unappropriated surplus of General Fund 050 to various capital improvement program project accounts according to the attached Schedule A of the Capital Budget Schedule of Transfer to provide resources for identified one-time infrastructure and capital projects for identified urgent needs.

Sponsors: City Manager

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

GRANTS AND DONATIONS

3. [202302290](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$34,560 from the Murray & Agnes Seasingood Good Government Foundation to administer an internship program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Citizens Jobs Fund revenue account no. 308x8571.

Sponsors: City Manager

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

4. [202302284](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **AUTHORIZING** the City Manager to accept an in-kind donation of 168 cases of water valued at \$1,083.60 from the Alpine Valley Water Company to be used by the Cincinnati Police Department.

Sponsors: City Manager

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

SPECIAL ASSESSMENTS

5. [202302293](#) **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **DECLARING** by legislative resolution the necessity of the special assessment project at 4710 Madison Road in the City of Cincinnati, Ohio involving the City of

Cincinnati, Ohio Energy Special Improvement District.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Resolution](#)
[Attachment](#)

6. [202302294](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **DETERMINING** to proceed with the special assessment project at 4710 Madison Road in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

Sponsors: City Manager

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

7. [202302295](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **LEVYING** special assessments for the purpose of the special assessment project at 4710 Madison Road in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment A](#)
[Attachment B](#)

LEASE AGREEMENTS

8. [202302287](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **AUTHORIZING** the City Manager to execute a Lease Agreement with Broadway Square II, LLC pursuant to which the City will lease for a term of up to five years a portion of City-owned property located at 1205-1209 Broadway in Over-the-Rhine. (BROADWAY SQUARE II LLC/THE MODEL GROUP. THE TERM OF THE LEASE IS ONLY 5 YEARS AT \$1,175 PER YEAR)

Sponsors: City Manager

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

PUBLIC USE DEDICATION

9. [202302297](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/1/2023, **ACCEPTING AND CONFIRMING** the dedication to public use of an approximately 0.005-acre tract of real property as a portion of the Moerlein Avenue public right-of-way for street purposes in the CUF neighborhood of Cincinnati.

Sponsors: City Manager
Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment I](#)
[Attachment II](#)

UTILITY EASEMENTS

10. [202302263](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati. (Subject to the [Temporary Prohibition List](#) [<https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

Sponsors: City Manager
Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment](#)

11. [202302264](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati. (Subject to the [Temporary Prohibition List](#) [<https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

Sponsors: City Manager
Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment](#)

12. [202302257](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 10/25/2023, **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati. (Subject to the [Temporary Prohibition List](https://www.cincinnati-oh.gov/law/ethics/city-business) <<https://www.cincinnati-oh.gov/law/ethics/city-business>>)

Sponsors: City Manager

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

PRESENTATION

13. [202302302](#) **PRESENTATION**, submitted by Sheryl M. M. Long, City Manager, dated 11/6/2023, regarding the FY 2023 Carryover to FY 2024.

Sponsors: City Manager

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

14. [202302319](#) PRESENTATION submitted by Sheryl M. M. Long, City Manager, dated 11/6/2023, regarding City Manager Sheryl M.M. Long's Year in Review.

Sponsors: City Manager

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

ACCESS TO COUNSEL

15. [202302249](#) **ORDINANCE**, submitted by Mayor Aftab Pureval and Councilmember Owens, from Emily Smart Woerner, City Solicitor, **ORDAINING** new Chapter 868, "Tenant Access to Counsel in Eviction Proceedings," of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

Sponsors: Mayor and Owens

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

16. [202302315](#) **ORDINANCE (B VERSION)**, submitted by Mayor Aftab Pureval and Councilmember Owens, from Emily Smart Woerner, City Solicitor, **ORDAINING** new Chapter 868, "Tenant Access to Counsel in Eviction Proceedings," of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

Sponsors: Mayor and Owens

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

REPORTS

17. [202302325](#) REPORT, dated 11/6/2023, submitted Sheryl M. M. Long, City Manager, regarding the City Manager’s Self Evaluation 2022-2023.

Sponsors: City Manager

Attachments: [Report](#)

ADJOURNMENT



202302300

Date: November 1, 2023

To: Mayor Aftab Pureval
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Emergency Ordinance – FY 2023 Year End Closeout Mayor Allocation**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer of \$3,850,000 from balance sheet reserve account no. 050x3440, “Infrastructure and Capital Project Reserve,” to the unappropriated surplus of General Fund 050; **ESTABLISHING** new capital improvement program project account no. 980x164x241624, “Industrial Site Redevelopment – GF CO,” to provide resources for industrial site redevelopment projects; **AUTHORIZING** the transfer of \$1,600,000 from the unappropriated surplus of General Fund 050 to newly created capital improvement program project account no. 980x164x241624, “Industrial Site Redevelopment – GF CO,” to provide resources for industrial site redevelopment projects; **ESTABLISHING** new balance sheet reserve account no. 050x3423, “West End Community Development Initiatives,” within the General Fund; **AUTHORIZING** the transfer of \$2,000,000 from the unappropriated surplus of General Fund 050 to newly created balance sheet reserve account no. 050x3423 “West End Community Development Initiatives,” to provide resources for various community development initiatives in the West End neighborhood; **AUTHORIZING** the transfer and appropriation of \$250,000 from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources to Keep Cincinnati Beautiful for capital facilities improvements; and **DECLARING** certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

ESW/CNS (dmm)
Attachment
392161

EMERGENCY

City of Cincinnati

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An Ordinance No. _____

- 2023

AUTHORIZING the transfer of \$3,850,000 from balance sheet reserve account no. 050x3440, “Infrastructure and Capital Project Reserve,” to the unappropriated surplus of General Fund 050; **ESTABLISHING** new capital improvement program project account no. 980x164x241624, “Industrial Site Redevelopment – GF CO,” to provide resources for industrial site redevelopment projects; **AUTHORIZING** the transfer of \$1,600,000 from the unappropriated surplus of General Fund 050 to newly created capital improvement program project account no. 980x164x241624, “Industrial Site Redevelopment – GF CO,” to provide resources for industrial site redevelopment projects; **ESTABLISHING** new balance sheet reserve account no. 050x3423, “West End Community Development Initiatives,” within the General Fund; **AUTHORIZING** the transfer of \$2,000,000 from the unappropriated surplus of General Fund 050 to newly created balance sheet reserve account no. 050x3423 “West End Community Development Initiatives,” to provide resources for various community development initiatives in the West End neighborhood; **AUTHORIZING** the transfer and appropriation of \$250,000 from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources to Keep Cincinnati Beautiful for capital facilities improvements; and **DECLARING** certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

WHEREAS, in 2015, in Ordinance No. 253-2015, Council adopted a Stabilization Funds Policy to define appropriate funding for the City’s various reserve funds, with such policy being later revised in 2019 through Ordinance No. 213-2019 and revised again in 2022 through Ordinance No. 56-2022; and

WHEREAS, in accordance with the revised Stabilization Funds Policy, Council established a new balance sheet reserve account within the General Fund, “Infrastructure and Capital Project Reserve,” to provide resources for subsequent appropriation by Council for identified one-time infrastructure and capital projects for identified urgent needs or as part of the next annual budget cycle; and

WHEREAS, Council is now appropriating \$3,850,000 in the “Infrastructure and Capital Project Reserve” balance sheet reserve account to various projects; now, therefore,

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

Section 1. That \$3,850,000 is transferred from balance sheet reserve account no. 050x3440, “Infrastructure and Capital Project Reserve,” to the unappropriated surplus of General Fund 050.

Section 2. That capital improvement program project account no. 980x164x241624, “Industrial Site Redevelopment – GF CO,” is established to provide resources for industrial site redevelopment projects.

Section 3. That \$1,600,000 is transferred from the unappropriated surplus of General Fund 050 to newly created capital improvement program project account no. 980x164x241624, “Industrial Site Redevelopment – GF CO,” to provide resources for industrial site redevelopment projects.

Section 4. That new balance sheet reserve account no. 050x3423, “West End Community Development Initiatives,” is established within the General Fund.

Section 5. That \$2,000,000 is transferred from the unappropriated surplus of General Fund 050 to newly created balance sheet reserve account no. 050x3423, “West End Community Development Initiatives,” to provide resources for various community development initiatives in the West End neighborhood.

Section 6. That \$250,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide resources to Keep Cincinnati Beautiful for capital facilities improvements.

Section 7. That the “Industrial Site Redevelopment – GF CO” capital improvement program project is declared to serve a public purpose because the project will foster local improvements and investment and increase neighborhood vitality.

Section 8. That the appropriate City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 through 7.

Section 9. 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 accomplish the authorized transfers and appropriations so the funding described herein is in place immediately and so the necessary expenditures described herein may be made as soon as possible.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

November 1, 2023

To: Mayor and Members of City Council

202302301

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – FY 2023 Year-End Recommended Transfers and Appropriations for City Council Allocation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of \$7,095,646 from balance sheet reserve account no. 050x3440, “Infrastructure and Capital Project Reserve,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$7,095,646 from the unappropriated surplus of General Fund 050 to various capital improvement program project accounts according to the attached Schedule A of the Capital Budget Schedule of Transfer to provide resources for identified one-time infrastructure and capital projects for identified urgent needs.

This Emergency Ordinance would authorize the various transfers and appropriations as recommended in the Administration’s FY 2023 Carryover to FY 2024 Report (B Version) (Item #202302199) which includes the following transfers and appropriations:

Administration’s Recommended One-Time Uses

- Deferred Capital Maintenance (\$7,095,646) – The recommended \$7,095,646 allocation will provide funding to address the backlog of deferred maintenance of the City’s capital assets as well as information technology equipment. The recommended projects include the following amounts by department:
 - Enterprise Technology Solutions – \$1,795,646
 - \$795,646 to replace radios used by multiple City Departments including Police and Fire
 - \$500,000 for Lifecycle Asset Replacement of Windows based devices
 - \$250,000 to install, repair, and replace uninterruptable power supply (UPS) systems at all network locations
 - \$250,000 to replace the City’s phone systems and provide a unified communications system
 - City Manager’s Office – \$400,000
 - An additional allocation of funds for the Office of Environment and Sustainability (OES) to add one new location and partially fund an additional location (Millvale and Evanston) as Solar Panel Battery Backup Resiliency Hubs

- Department of Community and Economic Development – \$1,000,000
 - Funds for the Division of Parking Services for improvements to off-street parking garages
- Department of Public Services – City Facilities Management (CFM) – \$3,400,000
 - \$1,000,000 for asbestos abatement at various City facilities
 - \$1,000,000 for improvements at public safety facilities
 - \$500,000 for the Fire Training Center
 - \$400,000 for an electrical Arc Flash Hazard Study and mitigation efforts
 - \$250,000 for heating, ventilation, and air conditioning (HVAC) upgrades at various City facilities
 - \$250,000 for safety upgrades at various City facilities
- Department of Public Services – Fleet Services – \$500,000
 - Funds to replace the Cincinnati Police Department’s Special Weapons and Tactics (SWAT) vehicle

This Emergency Ordinance does not include items proposed by the Mayor which are included in a separate Emergency Ordinance to be considered by the City Council.

Additional information regarding the overview of the City of Cincinnati’s financial condition for the fiscal year (FY) ending June 30, 2023, can be found in the Revised Department of Finance Report for the Fiscal Year Ended June 30, 2023 (unaudited) (Item #202302200).

The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so the funding described herein is in place immediately and so the necessary expenditures described herein may be made as soon as possible.

The Administration recommends passage of this Emergency Ordinance.

cc: William “Billy” Weber, Assistant City Manager
 Andrew M. Dudas, Budget Director
 Karen Alder, Finance Director

Attachments

EMERGENCY

CNS

- 2023

AUTHORIZING the transfer of \$7,095,646 from balance sheet reserve account no. 050x3440, “Infrastructure and Capital Project Reserve,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$7,095,646 from the unappropriated surplus of General Fund 050 to various capital improvement program project accounts according to the attached Schedule A of the Capital Budget Schedule of Transfer to provide resources for identified one-time infrastructure and capital projects for identified urgent needs.

WHEREAS, in 2015, in Ordinance No. 253-2015, Council adopted a Stabilization Funds Policy to define appropriate funding for the City’s various reserve funds, with such policy being later revised in 2019 through Ordinance No. 213-2019 and revised again in 2022 through Ordinance No. 56-2022; and

WHEREAS, in accordance with the revised Stabilization Funds Policy, Council established a new balance sheet reserve account within the General Fund, “Infrastructure and Capital Project Reserve,” to provide resources for subsequent appropriation by Council for identified one-time infrastructure and capital projects for identified urgent needs or as part of the next annual budget cycle; and

WHEREAS, Council is now appropriating \$7,095,646 in the “Infrastructure and Capital Project Reserve” balance sheet reserve account to various projects identified in the attached Schedule A of the Capital Budget Schedule of Transfer; now, therefore,

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

Section 1. That \$7,095,646 is transferred from balance sheet reserve account no. 050x3440, “Infrastructure and Capital Project Reserve,” to the unappropriated surplus of General Fund 050.

Section 2. That \$7,095,646 is transferred and appropriated from the unappropriated surplus of General Fund 050 to new or existing capital improvement program project accounts according to the attached Schedule A of the Capital Budget Schedule of Transfer to provide resources for the one-time infrastructure and capital projects identified in the attached Schedule A of the Capital Budget Schedule of Transfer.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so the funding described herein is in place immediately and so the necessary expenditures described herein may be made as soon as possible.

Passed: _____ 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

That the amounts set forth hereinafter totaling \$7,095,646.00 are hereby transferred and appropriated to the individual project accounts for the improvements listed hereinafter:

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
ETS 091	050	General Fund	230926	Radio Replacements - GFCO	1,703,292.00	2,498,938.00	795,646.00
	050	General Fund	240913	Telephone System Upgrades	206,000.00	456,000.00	250,000.00
	050	General Fund	240918	Lifecycle Asset Acquisition and Replacement	451,000.00	951,000.00	500,000.00
	050	General Fund	240930	Uninterruptible Power Supply Systems - GFCO	0.00	250,000.00	250,000.00
City Manager OES 104	050	General Fund	241040	Solar Panel Battery Backup Resiliency Hub	325,000.00	725,000.00	400,000.00
Enterprise Services Parking Facilities 248	050	General Fund	242400	Parking Garage Rehabilitation	0.00	1,000,000.00	1,000,000.00
Public Services City Facility Management 255	050	General Fund	232533	Public Safety Facilities Improvements - GFCO	1,000,000.00	2,000,000.00	1,000,000.00
	050	General Fund	232546	Fire Training Facility/Tower - GF	3,400,000.00	3,900,000.00	500,000.00
	050	General Fund	242540	Arc Flash Hazard Mitigation - GFCO	0.00	400,000.00	400,000.00
	050	General Fund	242541	City Facility Asbestos Abatement - GFCO	0.00	1,000,000.00	1,000,000.00
	050	General Fund	242543	City Facility HVAC Upgrades - GFCO	0.00	250,000.00	250,000.00
	050	General Fund	242544	City Facility Security Upgrades - GFCO	0.00	250,000.00	250,000.00
Motorized Equip. 981	050	General Fund	242533	Fleet Replacements - SWAT Truck - GFCO	0.00	500,000.00	500,000.00
							7,095,646.00

November 1, 2023

To: Mayor and Members of City Council
202302290

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Human Resources: Seasongood Good Government Foundation Internship Program Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$34,560 from the Murray & Agnes Seasongood Good Government Foundation to administer an internship program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Citizens Jobs Fund revenue account no. 308x8571.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount of up to \$34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an internship program. Approval of this Ordinance further authorizes the Director of Finance to deposit the grant resources into Citizens Jobs Fund revenue account no. 308x8571.

There is a grant available from the Murray & Agnes Seasongood Good Government Foundation that will allow for the administration of an internship program for the temporary placement of up to six interns in various departments across the City.

No new FTEs/full-time equivalents or local matching funds are required to accept this grant.

The grant application deadline was October 15, 2023. The City has already applied for the grant, but no grant resources will be accepted without approval by the City Council.

Acceptance of this grant is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 209-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$34,560 from the Murray & Agnes Seasongood Good Government Foundation to administer an internship program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Citizens Jobs Fund revenue account no. 308x8571.

WHEREAS, there is a grant available from the Murray & Agnes Seasongood Good Government Foundation that will allow the administration of an internship program for temporary placement of up to six interns in various departments across the City; and

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

WHEREAS, the grant application deadline was October 15, 2023, and the City already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, acceptance of this grant is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 209-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$34,560 from the Murray & Agnes Seasongood Good Government Foundation to administer an internship program.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Citizens Jobs Fund revenue account no. 308x8571.

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

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

Passed: _____ 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

November 1, 2023

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance – Police: Acceptance of In-Kind Donation of Water from the Alpine Valley Water Company**

202302284

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept an in-kind donation of 168 cases of water valued at \$1,083.60 from the Alpine Valley Water Company to be used by the Cincinnati Police Department.

This Emergency Ordinance authorizes the City Manager to accept an in-kind donation of 168 cases of water valued at \$1,083.60 from the Alpine Valley Water Company to be used by the Cincinnati Police Department.

The Alpine Valley Water Company has generously donated 168 cases of water to the Cincinnati Police Department.

This in-kind donation does not require matching funds or additional FTEs/full time equivalents.

Acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 209-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure timely acceptance of the donation.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

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- 2023

AUTHORIZING the City Manager to accept an in-kind donation of 168 cases of water valued at \$1,083.60 from the Alpine Valley Water Company to be used by the Cincinnati Police Department.

WHEREAS, the Alpine Valley Water Company has generously donated 168 cases of water to the Cincinnati Police Department; and

WHEREAS, there are no match requirements or new FTEs/full time equivalents associated with acceptance of this in-kind donation; and

WHEREAS, acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 209-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept an in-kind donation of 168 cases of water valued at \$1,083.60 from the Alpine Valley Water Company to be used by the Cincinnati Police Department.

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.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure timely acceptance of the donation.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

November 1, 2023

To: Mayor and Members of City Council

202302293

From: Sheryl M.M. Long, City Manager

**Subject: EMERGENCY LEGISLATIVE RESOLUTION DECLARING THE
NECESSITY OF THE PACE ASSESSMENT PROJECT FOR 4710
MADISON ROAD**

Attached is an Emergency Legislative Resolution captioned:

DECLARING by legislative resolution the necessity of the special assessment project at 4710 Madison Road in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

BACKGROUND/CURRENT CONDITIONS

The Ohio PACE (Property Assessed Clean Energy) program allows commercial property owners to opt into a special assessment added to the property tax bill to access long-term, fixed-rate financing for energy efficiency upgrades. Oakley Capital Partners 2, LLC, an affiliate of Morelia Group, LLC, has requested to have their property added to the Energy Special Improvement District (ESID) and special assessments levied on the property to access PACE financing for energy efficiency upgrades to their commercial development project.

DEVELOPER INFORMATION

The development entity is Oakley Capital Partners 2, LLC, an affiliate of Morelia Group, LLC. Morelia Group, based out of Mason, Ohio, is a real estate investment trust engaged in ownership of various shopping, dining, entertaining, and mixed-use developments throughout Greater Cincinnati. They have recently completed two commercial development projects along Madison Road in Oakley, the Oakley Connection and the Encore of Oakley.

PROJECT DESCRIPTION

This project will include the construction of 43,200 square feet of new commercial space consisting of two 14,800 square foot retail buildings and an additional 4,200 square feet of retail space across two (2) separate parcels sharing the common

mailing address of 4710 Madison Road in Madisonville. The total cost of the PACE-eligible improvements is \$15,896,383.64.

PROPOSED INCENTIVE

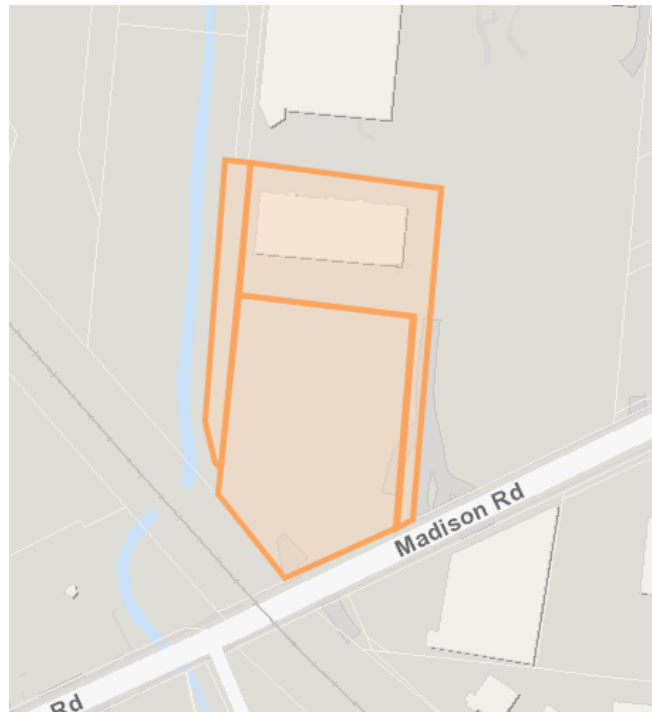
The Developer has petitioned the City to amend the Energy Special Improvements District (ESID) boundaries to add this property to the district and levy special assessments on the property. DCED has reviewed the request and recommends adding this property to the ESID boundary to allow the developer to be assessed for qualifying costs for energy efficiency upgrades to building envelopes and qualifying soft costs.

RECOMMENDATION

The Administration recommends approval of this emergency legislative resolution.

cc: Markiea Carter, Director, Department of Community & Economic Development

Attachment A: Location and Site Rendering



4710 Madison Road Location



4710 Madison Road Picture

EMERGENCY

Legislative Resolution

RESOLUTION NO. _____ - 2023

DECLARING by legislative resolution the necessity of the special assessment project at 4710 Madison Road in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, Ohio Revised Code (“R.C.”) Section 1710.02(F) provides that a political subdivision that has approved a petition for special assessments for public improvements in a special improvement district pursuant to R.C. Chapter 1710 shall levy said special assessments pursuant to R.C. Chapter 727; and

WHEREAS, pursuant to Resolution No. 28-2014 passed on April 9, 2014, Council approved the Petition for the Creation of the City of Cincinnati, Ohio Energy Special Improvement District, together with the Articles of Incorporation of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. and, following said approvals by Council, on July 23, 2014, the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (hereinafter, the “ESID”) was formed as an ESID and is now duly authorized and operating pursuant to R.C. Chapter 1710; and

WHEREAS, Oakley Capital Partners 2, LLC (the “Owner”), as the owner of 100 percent of the lots and lands, including air parcels, to be assessed for the improvements described in this Resolution, has executed and filed with this Council a Petition for Special Assessments for Special Energy Improvement Projects dated as of October 23, 2023 (the “Petition”), including a Supplement to Plan for 4710 Madison Road Project (the “Supplemental Plan”), proposing the necessity of special assessments to pay the costs of special energy improvement projects (as more fully identified in the Petition and Supplemental Plan, the “Authorized Improvements”) to be located at 4710 Madison Road in Cincinnati (the “Assessed Property”); and

WHEREAS, the Petition and the Supplemental Plan are on file with the Clerk of Council, and copies thereof are attached to this Resolution as Attachment A; and

WHEREAS, in the Petition, the Owner requests that the Authorized Improvements be paid for by special assessments assessed upon the Assessed Property (the “Special Assessments”) in an amount sufficient to pay the costs of the Authorized Improvements and other related costs of financing the Authorized Improvements, which include, without limitation, the payment of principal of, interest on, and financing, credit enhancement, and issuance expenses related to, any bonds, notes, loans, or other financing provided to pay the costs of the Authorized Improvements, and requests that the Authorized Improvements be undertaken cooperatively by the City, the ESID, and the Owner, in accordance with the Standing Assignment Agreement dated as of February 28, 2017 by and among the City, the Port of Greater Cincinnati Development Authority, and the ESID (the “Standing Assignment Agreement”); and

WHEREAS, in order to provide for the assignment and transfer of the Special Assessments, the ESID has requested that the City execute and deliver an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council; and

WHEREAS, (i) the Special Assessments are conducive to the public health, convenience and welfare of this City and the inhabitants of the City; (ii) the Assessed Property is specially benefited by the Special Assessments; and (iii) the Special Assessments have been petitioned for by the owner of 100 percent of the Assessed Property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Petition for Special Assessments for Special Energy Improvement Projects dated October 23, 2023 (the “Petition”), which Petition, together with a Supplement to Plan for 4710 Madison Road Project (the “Supplemental Plan”), are hereby approved and accepted, and copies of which are attached to this Resolution as Attachment A.

Section 2. That this Council hereby approves and authorizes the City Manager to execute an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council, together with any modifications as may be necessary to effectuate the purpose of the Petition and Ohio Revised Code (“R.C.”) Chapter 1710, provided that any such modifications shall not, in the judgment of the City Manager, be adverse to the City.

Section 3. That it is hereby declared necessary, and a vital and essential public purpose of the City, to improve the real property located at 4710 Madison Road, Cincinnati, Ohio (the “Assessed Property”), by providing for special energy improvement projects as more fully identified in the Petition and Supplemental Plan (the “Authorized Improvements”) on the Assessed Property, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition (collectively, the “Assessment Project”), which Assessment Project is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of Council.

Section 4. That the plans and specifications and total cost of the Assessment Project now on file in the office of the Clerk of Council are approved, subject to changes as provided for in the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the “ESID”), and as permitted by R.C. Chapter 727. The Assessment Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Assessment Project.

Section 5. That this Council finds and determines that: (i) the Assessment Project is conducive to the public health, convenience and welfare of this City and the inhabitants thereof, and that it is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project as defined in R.C. Section 1710.01(I); (ii) the Assessed Property is specially benefited by the Assessment Project; and (iii) the Assessment Project has been petitioned for by the owner of 100 percent of the Assessed Property. It is hereby determined that the Assessment Project’s elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Assessment Project’s elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner, and that the Assessment Project’s elements shall be treated as a single improvement pursuant to R.C. Section 727.09.

Section 6. That pursuant to R.C. Section 1710.02(G)(4), Council hereby determines that the Assessment Project is not required to be owned exclusively by the City. Council accordingly hereby authorizes the board of directors of the ESID to act as its agent to sell, transfer, lease, or convey the Assessment Project. The board of directors of the ESID must obtain from any sale, transfer, lease, or conveyance of the Assessment Project any consideration greater than or equal to \$1.00.

Section 7. That the costs of the Assessment Project, as set forth in the Petition, shall be assessed in proportion to the benefits upon the Assessed Property, and the assessment for such purpose (the “Special Assessments”) shall be assessed and paid as specified in the Petition. The portion of the costs of the Assessment Project allocable to the City will be zero percent. The City does not intend to issue securities in anticipation of the levy of the Special Assessments.

Section 8. That the City’s Finance Director and/or her designee is authorized to cause to be prepared and filed in the office of the Clerk of Council the estimated Special Assessments and the cost of the Assessment Project in accordance with the method of assessment set forth in the Petition and this Resolution.

Section 9. That the Special Assessments shall be levied and paid in 58 semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition. The Owner has waived the right to pay the Special Assessment in cash within thirty days after the first publication of the notice of the assessing ordinance.

Section 10. That the Owner has waived notice of the adoption of this Resolution and the filing of the estimated Special Assessments upon the filing of the estimated Special Assessments with the Clerk of Council under R.C. Section 727.13.

Section 11. That pursuant to and subject to the provisions of a valid Petition signed by the Owner, as the owner of 100 percent of the Assessed Property, which Petition is hereby accepted, the entire cost of the Assessment Project, which shall be located entirely on the Assessed Property, shall be paid by the Special Assessments levied against the Assessed Property, which is the benefited property.

Section 12. That this Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal, and other rights of property owners under the law, including, but not limited to, those specified in the Ohio

Constitution, R.C. Chapter 727, R.C. Chapter 1710, and the Charter of the City of Cincinnati, Ohio, and consents to the immediate imposition of the Special Assessments upon the Assessed Property.

Section 13. That the City's Finance Director and/or her designee is authorized, pursuant to R.C. Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Assessment Project.

Section 14. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. Section 121.22.

Section 15. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the board of directors of the ESID may proceed with the Assessment Project as soon as possible so that work thereon may commence or continue without delay.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

**PETITION FOR SPECIAL ASSESSMENTS FOR
SPECIAL ENERGY IMPROVEMENT PROJECTS**

A PETITION TO THE CITY OF CINCINNATI, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Manager and City Council of the City of Cincinnati, Ohio

As of the date of this Petition, the undersigned, Oakley Capital Partners 2, LLC, an Ohio limited liability company (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached to this Petition (the “Property”) and will implement special energy improvement projects on the Property (the “Authorized Improvements,” as further described in **Exhibit B**).

The Board of Directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the “Corporation”), an Ohio nonprofit corporation formed to govern the City of Cincinnati, Ohio Energy Special Improvement District (the “District”), created within the boundaries of the City of Cincinnati, Ohio (the “City”) has approved a plan (the “Program Plan”) for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the “Supplemental Plans”) (the Program Plan and every Supplemental Plan together constituting the “Plan”) to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the Authorized Improvements, and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petition the Cincinnati City Council (“Council”) to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) request that (i) Authorized Improvements be undertaken by the District, and

(ii) the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has have reviewed or caused to be reviewed (i) the Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit B** and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in **Exhibit B**. The Petitioner acknowledges that the estimated special assessment for each parcel is in proportion to the benefits that may result from the financing of the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the “Special Assessments”) to pay the costs of the Authorized Improvements.

In consideration of the City’s acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages amount; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities to pay costs of the Authorized Improvements in anticipation of the receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities or other obligations; and any program administration fees or financing servicing fees; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

Notwithstanding anything to the contrary contained herein, in the event that at any time following the date of this Petition the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the “County Auditor”), the Petitioner hereby requests that the Special Assessments be allocated only to the resulting parcels which will be improved with the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the “Assessed Parcels”). The allocation among any resulting Assessed Parcels shall be made such that any Assessed Parcel or Assessed Parcels on which the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the “Assessed Buildings”) shall be allocated a total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion

to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcels. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, as described above, will cause each resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements. Immediately upon any subdivision of the Property, (i) any reference to the Property contained in this Petition shall be deemed to be a reference to all of the Assessed Parcel; and (ii) the legal description of the Assessed Parcel shall be deemed to replace the legal description of the Property set forth in **Exhibit A**.

In consideration of the Authorized Improvements, each of the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, each of the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be assessed for the actual costs of the Authorized Improvements set forth in **Exhibit B**, in the deed to the transferee or in a separate instrument recorded with respect to the Property the existence of any outstanding Special Assessment for the Authorized Improvements and to require that transferee covenant to disclose the existence of any outstanding Special Assessment for the Authorized Improvements in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (i) for the acquisition by the transferee of the Property subject to any outstanding Special Assessment and the transferee's assumption of responsibility for payment thereof and for waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (ii) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (i) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the financing of the Authorized Improvements. The Petitioner further consents to the levying of the Special Assessment against the Property by Council. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consent to proceeding with the Authorized Improvements. Without limiting the foregoing, the

Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and

regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in fifty-eight (58) semi-annual installments.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Authorized Improvements shall be acquired, installed, or constructed or the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, or construction of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City of Cincinnati, Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that they have had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by their respective undersigned duly authorized signatories.

The undersigned is the Petitioner with respect to portion of Property having Hamilton County Parcel ID Numbers 051-0007-0041-00 and 051-0007-0042-00 and located at the commonly used mailing address 4710 Madison Road, Cincinnati, Ohio.

OAKLEY CAPITAL PARTNERS 2, LLC

Authorized Signatory

By: [Signature]
Name: Christopher R. Hildebrandt
Title: MANAGER

Address for notices to Petitioner:

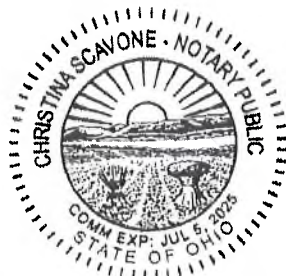
Oakley Capital Partners 2, LLC
8600 Governor's Hill Drive, Ste. 160
Cincinnati, Ohio 45249
Attention: Christopher Hildebrandt

STATE OF OH)
) SS:
COUNTY OF Hamilton)

On the 23 day of October, 2023, Christopher Hildebrandt, as the Manager of Oakley Capital Partners 2, LLC, personally appeared before me, a notary public in and for the state and county stated above, who acknowledged the execution of the foregoing Petition on behalf of Oakley Capital Partners 2, LLC and that the same was the free act and deed of such officer and of such limited liability company. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL]



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The real property subject to this Petition is located at the commonly used mailing address 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID Nos. 051-0007-0041-00 and 051-0007-0042-00 and the following legal descriptions:

PROPERTY 1: 4710 Madison Road, Cincinnati, Ohio 45227

Parcel No. 051-0007-0041-00

Situate in Section 22, Township 4, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 4 of Ralph Reeder's Estate as recorded in Deed Book 368, Page 61 of the Hamilton County, Ohio records, and more particularly described as follows:

Beginning at the intersection of the northerly line of Madison Road and the easterly right of way line of the Pennsylvania (Richmond Branch) Railroad, which point of beginning is North 59 deg. 16 min. East a distance of 168.59 feet from the intersection of the northerly line of Madison Road, and the southerly line of said Lot 4; thence North 59 deg. 16 min East along the northerly line of Madison Road a distance of 177.90 feet; thence North 0 deg. 11 min. East a distance of 302.35 feet; thence North 89 deg. 49 min. West a distance of 265 feet; thence South 0 deg. 11 min. West a distance of 288.65 feet to the easterly right of way line of said Pennsylvania Railroad; thence along the said right of way line South 46 deg. 28 min. East a distance of 36.45 feet and South 46 deg. 49 min. East a distance of 117.41 feet to the place of beginning containing 2.1 acres, more or less.

PROPERTY 2: 4722 Madison Road, Cincinnati, Ohio 45227

Parcel ID No. 051-0007-0042-00

Situated in Section 22, Town 4, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 4 of Ralph Reeder's Estate as recorded in Deed Book 368, Page 61 of the Hamilton County, Ohio records and more particularly described as follows;

Beginning at a point in the northerly line of Madison Road which is N. 59 deg. 16' E. a distance of 346.49 feet from the intersection of the northerly line of Madison Road and the south line of said Lot 4, said point of beginning being also N. 59 deg. 16' E. A distance of 177.90 feet from the intersection of the northerly line of Madison Road and the easterly line of the Pennsylvania (Richmond Branch) Railroad right-of-way;

thence N. 0 deg. 11' E. a distance of 302.35 feet;

thence N. 89 deg. 49' W. a distance of 265 feet;

thence N. 0 deg. 11' E. a distance of 200 feet;

thence S. 89 deg. 49' E. a distance of 286 feet;

thence S. 0 deg. 11' W. a distance of 489.77 feet to the northerly line of Madison Road;

thence S. 59 deg. 16' W. along the northerly line of Madison Road, a distance of 24.48 feet to the place of beginning. Containing 1.3 acres, more or less.

TOGETHER WITH Appurtenant Access Easements as set forth in deed dated July 7, 1954 and recorded July 29, 1954 in Deed Book 2697, Page 517, in the records of the Recorder of Hamilton County, Ohio.

(a) As affected by amended and/or supplemented Easements Agreement contained in deed recorded May 21, 2009 in Official Record Book 11146, Page 1807, in the records of the Recorder of Hamilton County, Ohio.

(b) As affected by amended and/or supplemented Easement Agreement dated October 5, 2017 and recorded October 9, 2017 in Official Record Book 13519, Page 2365 in the records of the Recorder of Hamilton County, Ohio.

EXHIBIT B

CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

SUPPLEMENT TO PLAN FOR 4710 MADISON ROAD PROJECT

As more fully provided by the City of Cincinnati, Ohio Special Improvement District Program Plan (together with all previously approved supplemental plans, the “Plan”), the City of Cincinnati, Ohio Energy Special Improvement District (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, the undersigned (the “Property Owner”) has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID Nos. 051-0007-0041-00 and 051-0007-0042-00 (the “Property”). A schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment A.

Initially the special assessments shall be allocated among the parcels (each an “Original Parcel” and, collectively, the “Original Parcels”) constituting the Property as follows:

In the event that at any time following the date of this Supplemental Plan the Property or any parcel contained in the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the “County Auditor”), then the Property Owner hereby requests that the Special Assessments be allocated among only the resulting parcels which will be improved with the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the “Assessed Parcels”). No Special Assessments shall be allocated to any resulting parcels which will not have any portion of the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space constructed thereon (the “Non-Assessed Parcels”). The allocation among any resulting Assessed Parcel shall be made such that the Assessed Parcels or Assessed Parcel on which the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space are constructed and into which the Authorized Improvements will be incorporated (the “Assessed Buildings”) shall be allocated a combined total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments in the percentage stated above, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcel. The Property Owner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, and the fact that no Special Assessments will be allocated to any resulting Non-Assessed Parcel, all as described above, will cause each resulting Assessed Parcel to have Special

Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements identified in this Supplemental Plan.

The Authorized Improvements applicable to the Property will include energy efficiency HVAC improvements, lighting, building envelope improvements, and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment B. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of the financing to pay, finance, and refinance costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the Special Assessments to be levied to pay the costs of the financing.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of the City Council of Cincinnati, Ohio.

The undersigned owner of real property to be located within the District acknowledge that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY REPRESENTS THAT THE INFORMATION CONTAINED IN THIS SUPPLEMENTAL PLAN IS TRUE AND CORRECT AND HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) BEING FILED WITH THE CLERK OF THE CINCINNATI CITY COUNCIL, AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

OAKLEY CAPITAL PARTNERS 2, LLC

Authorized Signatory

By: 

Name: Christopher R. Hildebrand

Title: MANAGER

Address for notices to Petitioner:

Oakley Capital Partners 2, LLC
8600 Governor's Hill Drive, Ste. 160
Cincinnati, Ohio 45249
Attention: Christopher Hildebrand

Description of Real Property Subject to this Supplemental Plan:

The real property subject to this Petition is located at the commonly used mailing 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID No. 051-0007-0041-00 and 051-0007-0042-00.

SUPPLEMENTAL PLAN—ATTACHMENT A

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$15,896,383.64
Estimated semi-annual special assessments for 29 years:	\$274,075.58
Number of semi-annual assessments:	58
First semi-annual installment due:	January 31, 2026

The schedule of Special Assessments for the Authorized Improvements is as follows:

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0042
1/31/2026	\$274,075.58	\$154,066.15	\$120,009.43
7/31/2026	274,075.58	154,066.15	120,009.43
1/31/2027	274,075.58	154,066.15	120,009.43
7/31/2027	274,075.58	154,066.15	120,009.43
1/31/2028	274,075.58	154,066.15	120,009.43
7/31/2028	274,075.58	154,066.15	120,009.43
1/31/2029	274,075.58	154,066.15	120,009.43
7/31/2029	274,075.58	154,066.15	120,009.43
1/31/2030	274,075.58	154,066.15	120,009.43
7/31/2030	274,075.58	154,066.15	120,009.43
1/31/2031	274,075.58	154,066.15	120,009.43
7/31/2031	274,075.58	154,066.15	120,009.43
1/31/2032	274,075.58	154,066.15	120,009.43
7/31/2032	274,075.58	154,066.15	120,009.43
1/31/2033	274,075.58	154,066.15	120,009.43
7/31/2033	274,075.58	154,066.15	120,009.43
1/31/2034	274,075.58	154,066.15	120,009.43
7/31/2034	274,075.58	154,066.15	120,009.43
1/31/2035	274,075.58	154,066.15	120,009.43
7/31/2035	274,075.58	154,066.15	120,009.43

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Hamilton County Auditor may charge and collect a fee in addition to the amounts listed in this Attachment A.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0042
1/31/2036	274,075.58	154,066.15	120,009.43
7/31/2036	274,075.58	154,066.15	120,009.43
1/31/2037	274,075.58	154,066.15	120,009.43
7/31/2037	274,075.58	154,066.15	120,009.43
1/31/2038	274,075.58	154,066.15	120,009.43
7/31/2038	274,075.58	154,066.15	120,009.43
1/31/2039	274,075.58	154,066.15	120,009.43
7/31/2039	274,075.58	154,066.15	120,009.43
1/31/2040	274,075.58	154,066.15	120,009.43
7/31/2040	274,075.58	154,066.15	120,009.43
1/31/2041	274,075.58	154,066.15	120,009.43
7/31/2041	274,075.58	154,066.15	120,009.43
1/31/2042	274,075.58	154,066.15	120,009.43
7/31/2042	274,075.58	154,066.15	120,009.43
1/31/2043	274,075.58	154,066.15	120,009.43
7/31/2043	274,075.58	154,066.15	120,009.43
1/31/2044	274,075.58	154,066.15	120,009.43
7/31/2044	274,075.58	154,066.15	120,009.43
1/31/2045	274,075.58	154,066.15	120,009.43
7/31/2045	274,075.58	154,066.15	120,009.43
1/31/2046	274,075.58	154,066.15	120,009.43
7/31/2046	274,075.58	154,066.15	120,009.43
1/31/2047	274,075.58	154,066.15	120,009.43
7/31/2047	274,075.58	154,066.15	120,009.43
1/31/2048	274,075.58	154,066.15	120,009.43
7/31/2048	274,075.58	154,066.15	120,009.43
1/31/2049	274,075.58	154,066.15	120,009.43
7/31/2049	274,075.58	154,066.15	120,009.43
1/31/2050	274,075.58	154,066.15	120,009.43
7/31/2050	274,075.58	154,066.15	120,009.43
1/31/2051	274,075.58	154,066.15	120,009.43
7/31/2051	274,075.58	154,066.15	120,009.43
1/31/2052	274,075.58	154,066.15	120,009.43
7/31/2052	274,075.58	154,066.15	120,009.43
1/31/2053	274,075.58	154,066.15	120,009.43
7/31/2053	274,075.58	154,066.15	120,009.43
1/31/2054	274,075.58	154,066.15	120,009.43
7/31/2054	274,075.58	154,066.15	120,009.43

SUPPLEMENTAL PLAN—ATTACHMENT B

Description of Authorized Improvements

The Authorized Improvements are expected to consist of the following energy efficiency elements:

Energy Project Name: Oakley Parke (4710 Madison Rd.) Parcel ID: 51-0007-0041-00, 051-0007-0042-00, 051-0007- 0073-00 County/State: Cincinnati, OH						
	Improvement Description	Useful Life	Contractor	Improvement Cost (\$)	Baseline Energy Cost (\$)	Projected Energy Savings (\$)
1	Building Envelope Hard Costs	30	Morelia Group	\$3,854,000	See COMchecks	See COMchecks
2	Qualifying Soft Costs	30	Morelia Group	\$1,981,860		
3						
4						
5						
6						
TOTALS:						

EXHIBIT C

**CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

[See Attached]

**CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

The City of Cincinnati, Ohio Energy Special Improvement District (the “District”) will administer a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects. The District authorizes and adopts this plan for the Program (as the same may be amended and supplemented from time to time as provided herein, the “Plan”) to provide for the Program’s administration and to set forth the terms and conditions of participation in the Program. The Port of Greater Cincinnati Development Authority, as the initial property owner owning real property within the District, as well as in its capacity as a party with interests aligned with the City of Cincinnati (the “City”) with respect to the formation of the District, authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Chapter 1710 of the Ohio Revised Code. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the “Act.” Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District’s Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program’s terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property (“Assessment Schedule”), and the governing documents forming the District. The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the “Governing Documents”). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described in Part X of this Plan. **By agreeing to and executing the District Documents, each property owner consents to the terms and conditions of all District Documents.**

I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy

improvement projects, as that term is defined in the Act (the “Authorized Improvements”). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, or nonprofit corporation securities (collectively, the “Program Obligations”) may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due; provided, that certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that such property owners fail to pay an obligation of the property owner secured by special assessments, such as a loan, in which case special assessments will only be due and payable by property owners if actually levied.

Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board that the Program is the best financing option for every situation. Property owners are advised to conduct independent research to determine the best course of action.

II. The District’s Governance, Program Administrator, and Conduit Financing Entity

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors (“Board”) of the City of Cincinnati, Ohio Energy Special Improvement District, Inc., a nonprofit corporation organized under the laws of the State of Ohio (the “Corporation”) to govern the District.

Pursuant to the Act, other Ohio law, and the Code of Regulations of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to its sub-committee or to an agent, independent contractor, or employee of the District or the Board.

This Plan specifically contemplates that, as authorized in the Act, Greater Cincinnati Energy Alliance will serve as the District’s “Program Administrator” and render program administration services to the District and the Port of Greater Cincinnati Development Authority will serve as the District’s “Conduit Financing Entity” and render conduit financing services to the District.

The District is authorized to contract with Greater Cincinnati Energy Alliance for program administration services rendered to the District. The program administration services rendered by the Program Administrator may include, without limitation (i) pursuant to Part III of this Plan, developing and administering eligibility guidelines, creating and administering an application,

setting criteria and developing a list of pre-approved contractors, procuring resources or cooperating with property owners to procure resources, and administering referrals, (ii) pursuant to Part IV of this Plan, marketing, program design, cooperating with property owners to implement Authorized Improvements, and other administrative services, and (iii) the establishment and administration of a revolving loan facility providing financing for certain special energy improvement projects.

The District is authorized to contract with the Port of Greater Cincinnati Development Authority for conduit financing services rendered to the District. The conduit financing services rendered by the Conduit Financing Entity may include, without limitation (i) pursuant to Part III of this Plan, financing Authorized Improvement and cooperating with property owners to obtain financing, (ii) pursuant to Part IV of this Plan, tracking and administering Program Obligations, administering special assessments, budgeting, and conducting or overseeing the audit process, (iii) assistance with marketing efforts relating to the District, and (iv) tracking compliance with respect to the Economic Inclusion Plan established by the Port of Greater Cincinnati Development Authority.

III. Program Eligibility, Approvals, Financing, and Procurement

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

- (A) Eligibility. The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including,

specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner must file a supplement to this Plan (the "Plan Supplement") with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Plan Supplements shall include such other information as may be required by the Board. Plan Supplements shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to and must execute an Affidavit on Facts Relating to Title under Section 5301.252 of the Ohio Revised Code to be recorded with respect to the real property to be added to the District and filed with the clerk of the legislative body of the participating political subdivision in which the real property is located, which Affidavit on Facts Relating to Title shall state that the property owner has consented to include such real property in the District and that the property owner consents to, and will take all actions necessary to place upon such property, any subsequent special improvement district formed under Ohio Revised Code Chapter 1710 that includes such real property as long as the statutory conditions for forming the subsequent special improvement district are otherwise satisfied.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to complete Authorized Improvements through the work of pre-approved contractors. The Board is further authorized to create criteria for the approval of contractors, including but not limited to compliance with the Economic Inclusion Plan adopted by the Port of Greater Cincinnati Development Authority, and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.

- (D) Procurement and Referrals. The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the City or the procedures in Chapter 735 of the Ohio Revised Code and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to the City as a participating political subdivision.

- (E) Financing. The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

IV. Services Plan

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) Program Design. The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework.
- (B) Program Administration. The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes.
- (C) Marketing. The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events.

- (D) Authorized Improvement Implementation. The Board is hereby authorized to cooperate with property owners for the implementation of Authorized Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Plan Supplements by participating political subdivisions and the Board.
- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) Budgeting. The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.
- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- (I) Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

V. Fees

Program Costs. The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating City of Cincinnati, Energy Special Improvement District, Inc., hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, and implementing Authorized Improvements or services under this Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any court costs incurred by the District in implementing this Plan or any Plan Supplements;
- (D) Any damages resulting from implementing the public improvements or public services plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan; and
- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

VI. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility ("EDU") with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code

Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

VII. Statutory Requirements

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.
- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in each petition and Plan Supplement. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.

- (E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

VIII. Changes in State and Federal Law

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

IX. Releases and Indemnification

The District has been created with the approval of the City of Cincinnati, Ohio, as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program. Any political subdivision that owns real property included in the District agrees to release and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.

X. Changes in the Program Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the

terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

XI. Disclosure of Property Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Program and to enable communication regarding the State of Ohio's energy programs, property owners' names and contact information may be disclosed to their current electric utilities. Property owners' names, contact information, and utility usage data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.


Each owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* Each property owner that executes this Plan agrees to the disclosure of certain property owner information as stated in this Part.

BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS PLAN AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS PLAN.

Date: July 23, 2014

**Property Owner:
PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**

Authorized Signatory



Laura Brunner, as
President and Chief Executive Officer

Address for notices to Property Owner:

Port of Greater Cincinnati Development
Authority

299 East Sixth Street, Suite 2A

Cincinnati, Ohio 45202

Description of Real Property Subject to this Plan:

The real property subject to this Plan is located at the commonly used mailing address 1682 Seymour Avenue, Cincinnati, Ohio 45237. The front footage of the real property subject to this Plan is 233.00 feet, and its area is 0.418 acres. The Hamilton County Auditor Parcel ID for the real property subject to this Plan is 117-0007-0064-00. The following is the legal description for the real property subject to this Plan:

Parcel One

Situated in the City of Cincinnati, County of Hamilton, State of Ohio in Section 6, Township 3, Fractional Range 2, Millcreek Township and being Lot #1 of Shonae Subdivision, Block A, as recorded in Plat Book 105, Page 44, Hamilton County, Ohio Recorder's records.

Parcel Two

[Property Owner Consent to Plan]

The following described real estate situated in Section 6, Town 3, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 2, Part 1, Block "B", Shonae Subdivision as recorded in Plat Book 120, Pages 49 and 50 of the Hamilton County, Ohio records.

Beginning in the Northwest corner of Block "A", Shonae Subdivision as recorded in Plat Book 105, Page 44 of the Hamilton County, Ohio Recorder's office;

Thence North 1 deg. 15' East, a distance of 21.75 feet; thence South 88 deg. 45' East, a distance of 146.46 feet to the Westerly line of Shona Drive; thence Southwardly along the Westerly line of Shona Drive on a curved line deflecting to the right with a radius of 220 feet a distance of 23.16 feet, chord of said curve bears South 21 deg. 16' 35" West, a distance of 23.14 feet to the Northeast corner of said Block "A", Shonae Subdivision, thence North 68 deg. 45' West, a distance of 138.53 feet to the place of beginning.

These parcels are not to be conveyed separately without prior approval of the governmental authority having jurisdiction.

[Property Owner Consent to Plan]

November 1, 2023

To: Mayor and Members of City Council

202302294

From: Sheryl M.M. Long, City Manager

**Subject: DETERMINING TO PROCEED WITH THE PACE ASSESSMENT
PROJECT FOR 4710 MADISON ROAD**

Attached is an emergency ordinance captioned:

DETERMINING to proceed with the special assessment project at 4710 Madison Road in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

BACKGROUND/CURRENT CONDITIONS

The Ohio PACE (Property Assessed Clean Energy) program allows commercial property owners to opt into a special assessment added to the property tax bill to access long-term, fixed-rate financing for energy efficiency upgrades. Oakley Capital Partners 2, LLC, an affiliate of Morelia Group, LLC, has requested to have their property added to the Energy Special Improvement District (ESID) and special assessments levied on the property to access PACE financing for energy efficiency upgrades to their commercial development project.

DEVELOPER INFORMATION

The development entity is Oakley Capital Partners 2, LLC, an affiliate of Morelia Group, LLC. Morelia Group, based out of Mason, Ohio, is a real estate investment trust engaged in ownership of various shopping, dining, entertaining, and mixed-use developments throughout Greater Cincinnati. They have recently completed two commercial development projects along Madison Road in Oakley, the Oakley Connection and the Encore of Oakley.

PROJECT DESCRIPTION

This project will include the construction of 43,200 square feet of new commercial space consisting of two 14,800 square foot retail buildings and an additional 4,200 square feet of retail space across two (2) separate parcels sharing the common mailing address of 4710 Madison Road in Madisonville. The total cost of the PACE-eligible improvements is \$15,896,383.64.

PROPOSED INCENTIVE

The Developer has petitioned the City to amend the Energy Special Improvements District (ESID) boundaries to add this property to the district and levy special assessments on the property. DCED has reviewed the request and recommends adding this property to the ESID boundary to allow the developer to be assessed for qualifying costs for energy efficiency upgrades to building envelopes and qualifying soft costs.

RECOMMENDATION

The Administration recommends approval of this emergency ordinance.

cc: Markiea Carter, Director, Department of Community & Economic Development

Attachment A: Location and Site Rendering



4710 Madison Road Location



4710 Madison Road Picture

EMERGENCY

-2023

DETERMINING to proceed with the special assessment project at 4710 Madison Road in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, prior to the passage of this ordinance, this Council duly adopted a resolution declaring the necessity of the assessment project at 4710 Madison Road in the City of Cincinnati (the “Resolution of Necessity”), which provides for the levying and collection of special assessments to be assessed on such property sufficient to pay the costs of the Authorized Improvements (as defined in the Resolution of Necessity); and

WHEREAS, all statutory procedural requirements for the imposition of special assessments on the assessed property, including, without limitation, the right to make claims for damages alleged to result from and objections to the Assessment Project (as defined in the Resolution of Necessity), have been waived by the owners of 100 percent of the affected property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined herein or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity, an unsigned copy of which is attached to this ordinance as Attachment A.

Section 2. That it is hereby determined to proceed with the Assessment Project described in the Resolution of Necessity. The Assessment Project shall be located entirely on the Assessed Property and shall be made in accordance with the provisions of the Resolution of Necessity, the Petition (a copy of which is attached to the Resolution of Necessity), and the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Clerk of Council.

Section 3. That the assessment of the Special Assessments to pay costs of the Assessment Project shall be assessed against the Assessed Property in the manner and in the number of installments provided in the Petition. The Special Assessments shall be assessed against the

Assessed Property commencing in tax year 2025 for collection in 2026 and shall continue through tax year 2053 for collection in 2054.

Section 4. That the estimated Special Assessments for costs of the Assessment Project prepared and filed in the office of the Clerk of Council and in the office of the City's Director of Finance, in accordance with the Resolution of Necessity, are hereby adopted.

Section 5. That all contracts for the construction of the Assessment Project will be let in the manner provided by law, subject to the provisions of the Ohio Revised Code ("R.C.") and the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc., and the costs of the Assessment Project shall be financed as provided in the Resolution of Necessity.

Section 6. That in compliance with R.C. Section 319.61, the Clerk of Council is hereby directed to deliver a certified copy of this ordinance to the Hamilton County Auditor within fifteen days after the date of passage.

Section 7. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the board of directors of the City of Cincinnati, Ohio Energy Special Improvement

District, Inc. may proceed with the Assessment Project as soon as possible so that work thereon may commence or continue without delay.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

**PETITION FOR SPECIAL ASSESSMENTS FOR
SPECIAL ENERGY IMPROVEMENT PROJECTS**

A PETITION TO THE CITY OF CINCINNATI, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Manager and City Council of the City of Cincinnati, Ohio

As of the date of this Petition, the undersigned, Oakley Capital Partners 2, LLC, an Ohio limited liability company (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached to this Petition (the “Property”) and will implement special energy improvement projects on the Property (the “Authorized Improvements,” as further described in **Exhibit B**).

The Board of Directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the “Corporation”), an Ohio nonprofit corporation formed to govern the City of Cincinnati, Ohio Energy Special Improvement District (the “District”), created within the boundaries of the City of Cincinnati, Ohio (the “City”) has approved a plan (the “Program Plan”) for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the “Supplemental Plans”) (the Program Plan and every Supplemental Plan together constituting the “Plan”) to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the Authorized Improvements, and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petition the Cincinnati City Council (“Council”) to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) request that (i) Authorized Improvements be undertaken by the District, and

(ii) the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has have reviewed or caused to be reviewed (i) the Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit B** and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in **Exhibit B**. The Petitioner acknowledges that the estimated special assessment for each parcel is in proportion to the benefits that may result from the financing of the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the “Special Assessments”) to pay the costs of the Authorized Improvements.

In consideration of the City’s acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages amount; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities to pay costs of the Authorized Improvements in anticipation of the receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities or other obligations; and any program administration fees or financing servicing fees; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

Notwithstanding anything to the contrary contained herein, in the event that at any time following the date of this Petition the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the “County Auditor”), the Petitioner hereby requests that the Special Assessments be allocated only to the resulting parcels which will be improved with the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the “Assessed Parcels”). The allocation among any resulting Assessed Parcels shall be made such that any Assessed Parcel or Assessed Parcels on which the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the “Assessed Buildings”) shall be allocated a total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion

to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcels. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, as described above, will cause each resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements. Immediately upon any subdivision of the Property, (i) any reference to the Property contained in this Petition shall be deemed to be a reference to all of the Assessed Parcel; and (ii) the legal description of the Assessed Parcel shall be deemed to replace the legal description of the Property set forth in **Exhibit A**.

In consideration of the Authorized Improvements, each of the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, each of the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be assessed for the actual costs of the Authorized Improvements set forth in **Exhibit B**, in the deed to the transferee or in a separate instrument recorded with respect to the Property the existence of any outstanding Special Assessment for the Authorized Improvements and to require that transferee covenant to disclose the existence of any outstanding Special Assessment for the Authorized Improvements in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (i) for the acquisition by the transferee of the Property subject to any outstanding Special Assessment and the transferee's assumption of responsibility for payment thereof and for waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (ii) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (i) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the financing of the Authorized Improvements. The Petitioner further consents to the levying of the Special Assessment against the Property by Council. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consent to proceeding with the Authorized Improvements. Without limiting the foregoing, the

Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and

regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in fifty-eight (58) semi-annual installments.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Authorized Improvements shall be acquired, installed, or constructed or the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, or construction of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City of Cincinnati, Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that they have had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The real property subject to this Petition is located at the commonly used mailing address 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID Nos. 051-0007-0041-00 and 051-0007-0042-00 and the following legal descriptions:

PROPERTY 1: 4710 Madison Road, Cincinnati, Ohio 45227

Parcel No. 051-0007-0041-00

Situate in Section 22, Township 4, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 4 of Ralph Reeder's Estate as recorded in Deed Book 368, Page 61 of the Hamilton County, Ohio records, and more particularly described as follows:

Beginning at the intersection of the northerly line of Madison Road and the easterly right of way line of the Pennsylvania (Richmond Branch) Railroad, which point of beginning is North 59 deg. 16 min. East a distance of 168.59 feet from the intersection of the northerly line of Madison Road, and the southerly line of said Lot 4; thence North 59 deg. 16 min East along the northerly line of Madison Road a distance of 177.90 feet; thence North 0 deg. 11 min. East a distance of 302.35 feet; thence North 89 deg. 49 min. West a distance of 265 feet; thence South 0 deg. 11 min. West a distance of 288.65 feet to the easterly right of way line of said Pennsylvania Railroad; thence along the said right of way line South 46 deg. 28 min. East a distance of 36.45 feet and South 46 deg. 49 min. East a distance of 117.41 feet to the place of beginning containing 2.1 acres, more or less.

PROPERTY 2: 4722 Madison Road, Cincinnati, Ohio 45227

Parcel ID No. 051-0007-0042-00

Situated in Section 22, Town 4, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 4 of Ralph Reeder's Estate as recorded in Deed Book 368, Page 61 of the Hamilton County, Ohio records and more particularly described as follows;

Beginning at a point in the northerly line of Madison Road which is N. 59 deg. 16' E. a distance of 346.49 feet from the intersection of the northerly line of Madison Road and the south line of said Lot 4, said point of beginning being also N. 59 deg. 16' E. A distance of 177.90 feet from the intersection of the northerly line of Madison Road and the easterly line of the Pennsylvania (Richmond Branch) Railroad right-of-way;

thence N. 0 deg. 11' E. a distance of 302.35 feet;

thence N. 89 deg. 49' W. a distance of 265 feet;

thence N. 0 deg. 11' E. a distance of 200 feet;

thence S. 89 deg. 49' E. a distance of 286 feet;

thence S. 0 deg. 11' W. a distance of 489.77 feet to the northerly line of Madison Road;

thence S. 59 deg. 16' W. along the northerly line of Madison Road, a distance of 24.48 feet to the place of beginning. Containing 1.3 acres, more or less.

TOGETHER WITH Appurtenant Access Easements as set forth in deed dated July 7, 1954 and recorded July 29, 1954 in Deed Book 2697, Page 517, in the records of the Recorder of Hamilton County, Ohio.

(a) As affected by amended and/or supplemented Easements Agreement contained in deed recorded May 21, 2009 in Official Record Book 11146, Page 1807, in the records of the Recorder of Hamilton County, Ohio.

(b) As affected by amended and/or supplemented Easement Agreement dated October 5, 2017 and recorded October 9, 2017 in Official Record Book 13519, Page 2365 in the records of the Recorder of Hamilton County, Ohio.

EXHIBIT B

CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

SUPPLEMENT TO PLAN FOR 4710 MADISON ROAD PROJECT

As more fully provided by the City of Cincinnati, Ohio Special Improvement District Program Plan (together with all previously approved supplemental plans, the “Plan”), the City of Cincinnati, Ohio Energy Special Improvement District (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, the undersigned (the “Property Owner”) has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID Nos. 051-0007-0041-00 and 051-0007-0042-00 (the “Property”). A schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment A.

Initially the special assessments shall be allocated among the parcels (each an “Original Parcel” and, collectively, the “Original Parcels”) constituting the Property as follows:

In the event that at any time following the date of this Supplemental Plan the Property or any parcel contained in the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the “County Auditor”), then the Property Owner hereby requests that the Special Assessments be allocated among only the resulting parcels which will be improved with the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the “Assessed Parcels”). No Special Assessments shall be allocated to any resulting parcels which will not have any portion of the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space constructed thereon (the “Non-Assessed Parcels”). The allocation among any resulting Assessed Parcel shall be made such that the Assessed Parcels or Assessed Parcel on which the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space are constructed and into which the Authorized Improvements will be incorporated (the “Assessed Buildings”) shall be allocated a combined total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments in the percentage stated above, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcel. The Property Owner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, and the fact that no Special Assessments will be allocated to any resulting Non-Assessed Parcel, all as described above, will cause each resulting Assessed Parcel to have Special

Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements identified in this Supplemental Plan.

The Authorized Improvements applicable to the Property will include energy efficiency HVAC improvements, lighting, building envelope improvements, and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment B. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of the financing to pay, finance, and refinance costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the Special Assessments to be levied to pay the costs of the financing.

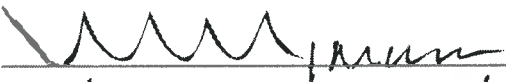
The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of the City Council of Cincinnati, Ohio.

The undersigned owner of real property to be located within the District acknowledge that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY REPRESENTS THAT THE INFORMATION CONTAINED IN THIS SUPPLEMENTAL PLAN IS TRUE AND CORRECT AND HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) BEING FILED WITH THE CLERK OF THE CINCINNATI CITY COUNCIL, AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

OAKLEY CAPITAL PARTNERS 2, LLC

Authorized Signatory

By: 

Name: Christopher R. Hildebrand

Title: MANAGER

Address for notices to Petitioner:

Oakley Capital Partners 2, LLC
8600 Governor's Hill Drive, Ste. 160
Cincinnati, Ohio 45249
Attention: Christopher Hildebrand

Description of Real Property Subject to this Supplemental Plan:

The real property subject to this Petition is located at the commonly used mailing 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID No. 051-0007-0041-00 and 051-0007-0042-00.

SUPPLEMENTAL PLAN—ATTACHMENT A

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$15,896,383.64
Estimated semi-annual special assessments for 29 years:	\$274,075.58
Number of semi-annual assessments:	58
First semi-annual installment due:	January 31, 2026

The schedule of Special Assessments for the Authorized Improvements is as follows:

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0042
1/31/2026	\$274,075.58	\$154,066.15	\$120,009.43
7/31/2026	274,075.58	154,066.15	120,009.43
1/31/2027	274,075.58	154,066.15	120,009.43
7/31/2027	274,075.58	154,066.15	120,009.43
1/31/2028	274,075.58	154,066.15	120,009.43
7/31/2028	274,075.58	154,066.15	120,009.43
1/31/2029	274,075.58	154,066.15	120,009.43
7/31/2029	274,075.58	154,066.15	120,009.43
1/31/2030	274,075.58	154,066.15	120,009.43
7/31/2030	274,075.58	154,066.15	120,009.43
1/31/2031	274,075.58	154,066.15	120,009.43
7/31/2031	274,075.58	154,066.15	120,009.43
1/31/2032	274,075.58	154,066.15	120,009.43
7/31/2032	274,075.58	154,066.15	120,009.43
1/31/2033	274,075.58	154,066.15	120,009.43
7/31/2033	274,075.58	154,066.15	120,009.43
1/31/2034	274,075.58	154,066.15	120,009.43
7/31/2034	274,075.58	154,066.15	120,009.43
1/31/2035	274,075.58	154,066.15	120,009.43
7/31/2035	274,075.58	154,066.15	120,009.43

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Hamilton County Auditor may charge and collect a fee in addition to the amounts listed in this Attachment A.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0042
1/31/2036	274,075.58	154,066.15	120,009.43
7/31/2036	274,075.58	154,066.15	120,009.43
1/31/2037	274,075.58	154,066.15	120,009.43
7/31/2037	274,075.58	154,066.15	120,009.43
1/31/2038	274,075.58	154,066.15	120,009.43
7/31/2038	274,075.58	154,066.15	120,009.43
1/31/2039	274,075.58	154,066.15	120,009.43
7/31/2039	274,075.58	154,066.15	120,009.43
1/31/2040	274,075.58	154,066.15	120,009.43
7/31/2040	274,075.58	154,066.15	120,009.43
1/31/2041	274,075.58	154,066.15	120,009.43
7/31/2041	274,075.58	154,066.15	120,009.43
1/31/2042	274,075.58	154,066.15	120,009.43
7/31/2042	274,075.58	154,066.15	120,009.43
1/31/2043	274,075.58	154,066.15	120,009.43
7/31/2043	274,075.58	154,066.15	120,009.43
1/31/2044	274,075.58	154,066.15	120,009.43
7/31/2044	274,075.58	154,066.15	120,009.43
1/31/2045	274,075.58	154,066.15	120,009.43
7/31/2045	274,075.58	154,066.15	120,009.43
1/31/2046	274,075.58	154,066.15	120,009.43
7/31/2046	274,075.58	154,066.15	120,009.43
1/31/2047	274,075.58	154,066.15	120,009.43
7/31/2047	274,075.58	154,066.15	120,009.43
1/31/2048	274,075.58	154,066.15	120,009.43
7/31/2048	274,075.58	154,066.15	120,009.43
1/31/2049	274,075.58	154,066.15	120,009.43
7/31/2049	274,075.58	154,066.15	120,009.43
1/31/2050	274,075.58	154,066.15	120,009.43
7/31/2050	274,075.58	154,066.15	120,009.43
1/31/2051	274,075.58	154,066.15	120,009.43
7/31/2051	274,075.58	154,066.15	120,009.43
1/31/2052	274,075.58	154,066.15	120,009.43
7/31/2052	274,075.58	154,066.15	120,009.43
1/31/2053	274,075.58	154,066.15	120,009.43
7/31/2053	274,075.58	154,066.15	120,009.43
1/31/2054	274,075.58	154,066.15	120,009.43
7/31/2054	274,075.58	154,066.15	120,009.43

SUPPLEMENTAL PLAN—ATTACHMENT B

Description of Authorized Improvements

The Authorized Improvements are expected to consist of the following energy efficiency elements:

Energy Project Name: Oakley Parke (4710 Madison Rd.) Parcel ID: 51-0007-0041-00, 051-0007-0042-00, 051-0007- 0073-00 County/State: Cincinnati, OH						
	Improvement Description	Useful Life	Contractor	Improvement Cost (\$)	Baseline Energy Cost (\$)	Projected Energy Savings (\$)
1	Building Envelope Hard Costs	30	Morelia Group	\$3,854,000	See COMchecks	See COMchecks
2	Qualifying Soft Costs	30	Morelia Group	\$1,981,860		
3						
4						
5						
6						
TOTALS:						

EXHIBIT C

**CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

[See Attached]

CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

The City of Cincinnati, Ohio Energy Special Improvement District (the “District”) will administer a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects. The District authorizes and adopts this plan for the Program (as the same may be amended and supplemented from time to time as provided herein, the “Plan”) to provide for the Program’s administration and to set forth the terms and conditions of participation in the Program. The Port of Greater Cincinnati Development Authority, as the initial property owner owning real property within the District, as well as in its capacity as a party with interests aligned with the City of Cincinnati (the “City”) with respect to the formation of the District, authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Chapter 1710 of the Ohio Revised Code. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the “Act.” Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District’s Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program’s terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property (“Assessment Schedule”), and the governing documents forming the District. The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the “Governing Documents”). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described in Part X of this Plan. **By agreeing to and executing the District Documents, each property owner consents to the terms and conditions of all District Documents.**

I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy

improvement projects, as that term is defined in the Act (the “Authorized Improvements”). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, or nonprofit corporation securities (collectively, the “Program Obligations”) may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due; provided, that certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that such property owners fail to pay an obligation of the property owner secured by special assessments, such as a loan, in which case special assessments will only be due and payable by property owners if actually levied.

Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board that the Program is the best financing option for every situation. Property owners are advised to conduct independent research to determine the best course of action.

II. The District’s Governance, Program Administrator, and Conduit Financing Entity

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors (“Board”) of the City of Cincinnati, Ohio Energy Special Improvement District, Inc., a nonprofit corporation organized under the laws of the State of Ohio (the “Corporation”) to govern the District.

Pursuant to the Act, other Ohio law, and the Code of Regulations of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to its sub-committee or to an agent, independent contractor, or employee of the District or the Board.

This Plan specifically contemplates that, as authorized in the Act, Greater Cincinnati Energy Alliance will serve as the District’s “Program Administrator” and render program administration services to the District and the Port of Greater Cincinnati Development Authority will serve as the District’s “Conduit Financing Entity” and render conduit financing services to the District.

The District is authorized to contract with Greater Cincinnati Energy Alliance for program administration services rendered to the District. The program administration services rendered by the Program Administrator may include, without limitation (i) pursuant to Part III of this Plan, developing and administering eligibility guidelines, creating and administering an application,

setting criteria and developing a list of pre-approved contractors, procuring resources or cooperating with property owners to procure resources, and administering referrals, (ii) pursuant to Part IV of this Plan, marketing, program design, cooperating with property owners to implement Authorized Improvements, and other administrative services, and (iii) the establishment and administration of a revolving loan facility providing financing for certain special energy improvement projects.

The District is authorized to contract with the Port of Greater Cincinnati Development Authority for conduit financing services rendered to the District. The conduit financing services rendered by the Conduit Financing Entity may include, without limitation (i) pursuant to Part III of this Plan, financing Authorized Improvement and cooperating with property owners to obtain financing, (ii) pursuant to Part IV of this Plan, tracking and administering Program Obligations, administering special assessments, budgeting, and conducting or overseeing the audit process, (iii) assistance with marketing efforts relating to the District, and (iv) tracking compliance with respect to the Economic Inclusion Plan established by the Port of Greater Cincinnati Development Authority.

III. Program Eligibility, Approvals, Financing, and Procurement

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

- (A) Eligibility. The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including,

specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner must file a supplement to this Plan (the "Plan Supplement") with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Plan Supplements shall include such other information as may be required by the Board. Plan Supplements shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to and must execute an Affidavit on Facts Relating to Title under Section 5301.252 of the Ohio Revised Code to be recorded with respect to the real property to be added to the District and filed with the clerk of the legislative body of the participating political subdivision in which the real property is located, which Affidavit on Facts Relating to Title shall state that the property owner has consented to include such real property in the District and that the property owner consents to, and will take all actions necessary to place upon such property, any subsequent special improvement district formed under Ohio Revised Code Chapter 1710 that includes such real property as long as the statutory conditions for forming the subsequent special improvement district are otherwise satisfied.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to complete Authorized Improvements through the work of pre-approved contractors. The Board is further authorized to create criteria for the approval of contractors, including but not limited to compliance with the Economic Inclusion Plan adopted by the Port of Greater Cincinnati Development Authority, and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.

- (D) Procurement and Referrals. The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the City or the procedures in Chapter 735 of the Ohio Revised Code and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to the City as a participating political subdivision.

- (E) Financing. The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

IV. Services Plan

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) Program Design. The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework.
- (B) Program Administration. The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes.
- (C) Marketing. The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events.

- (D) Authorized Improvement Implementation. The Board is hereby authorized to cooperate with property owners for the implementation of Authorized Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Plan Supplements by participating political subdivisions and the Board.
- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) Budgeting. The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.
- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- (I) Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

V. Fees

Program Costs. The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating City of Cincinnati, Energy Special Improvement District, Inc., hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, and implementing Authorized Improvements or services under this Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any court costs incurred by the District in implementing this Plan or any Plan Supplements;
- (D) Any damages resulting from implementing the public improvements or public services plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan; and
- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

VI. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility ("EDU") with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code

Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

VII. Statutory Requirements

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.
- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in each petition and Plan Supplement. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.

- (E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

VIII. Changes in State and Federal Law

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

IX. Releases and Indemnification

The District has been created with the approval of the City of Cincinnati, Ohio, as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program. Any political subdivision that owns real property included in the District agrees to release and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.

X. Changes in the Program Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the

terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

XI. Disclosure of Property Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Program and to enable communication regarding the State of Ohio's energy programs, property owners' names and contact information may be disclosed to their current electric utilities. Property owners' names, contact information, and utility usage data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.


Each owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* Each property owner that executes this Plan agrees to the disclosure of certain property owner information as stated in this Part.

BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS PLAN AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS PLAN.

Date: July 23, 2014

**Property Owner:
PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**

Authorized Signatory



Laura Brunner, as
President and Chief Executive Officer

Address for notices to Property Owner:

Port of Greater Cincinnati Development
Authority

299 East Sixth Street, Suite 2A

Cincinnati, Ohio 45202

Description of Real Property Subject to this Plan:

The real property subject to this Plan is located at the commonly used mailing address 1682 Seymour Avenue, Cincinnati, Ohio 45237. The front footage of the real property subject to this Plan is 233.00 feet, and its area is 0.418 acres. The Hamilton County Auditor Parcel ID for the real property subject to this Plan is 117-0007-0064-00. The following is the legal description for the real property subject to this Plan:

Parcel One

Situated in the City of Cincinnati, County of Hamilton, State of Ohio in Section 6, Township 3, Fractional Range 2, Millcreek Township and being Lot #1 of Shonae Subdivision, Block A, as recorded in Plat Book 105, Page 44, Hamilton County, Ohio Recorder's records.

Parcel Two

[Property Owner Consent to Plan]

The following described real estate situated in Section 6, Town 3, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 2, Part 1, Block "B", Shonae Subdivision as recorded in Plat Book 120, Pages 49 and 50 of the Hamilton County, Ohio records.

Beginning in the Northwest corner of Block "A", Shonae Subdivision as recorded in Plat Book 105, Page 44 of the Hamilton County, Ohio Recorder's office;

Thence North 1 deg. 15' East, a distance of 21.75 feet; thence South 88 deg. 45' East, a distance of 146.46 feet to the Westerly line of Shona Drive; thence Southwardly along the Westerly line of Shona Drive on a curved line deflecting to the right with a radius of 220 feet a distance of 23.16 feet, chord of said curve bears South 21 deg. 16' 35" West, a distance of 23.14 feet to the Northeast corner of said Block "A", Shonae Subdivision, thence North 68 deg. 45' West, a distance of 138.53 feet to the place of beginning.

These parcels are not to be conveyed separately without prior approval of the governmental authority having jurisdiction.

[Property Owner Consent to Plan]

November 1, 2023

To: Mayor and Members of City Council

202302295

From: Sheryl M.M. Long, City Manager

**Subject: LEVYING SPECIAL ASSESSMENTS FOR THE PACE
ASSESSMENT PROJECT FOR 4710 MADISON ROAD**

Attached is an emergency ordinance captioned:

LEVYING special assessments for the purpose of the special assessment project at 4710 Madison Road in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

BACKGROUND/CURRENT CONDITIONS

The Ohio PACE (Property Assessed Clean Energy) program allows commercial property owners to opt into a special assessment added to the property tax bill to access long-term, fixed-rate financing for energy efficiency upgrades. Oakley Capital Partners 2, LLC, an affiliate of Morelia Group, LLC, has requested to have their property added to the Energy Special Improvement District (ESID) and special assessments levied on the property to access PACE financing for energy efficiency upgrades to their commercial development project.

DEVELOPER INFORMATION

The development entity is Oakley Capital Partners 2, LLC, an affiliate of Morelia Group, LLC. Morelia Group, based out of Mason, Ohio, is a real estate investment trust engaged in ownership of various shopping, dining, entertaining, and mixed-use developments throughout Greater Cincinnati. They have recently completed two commercial development projects along Madison Road in Oakley, the Oakley Connection and the Encore of Oakley.

PROJECT DESCRIPTION

This project will include the construction of 43,200 square feet of new commercial space consisting of two 14,800 square foot retail buildings and an additional 4,200 square feet of retail space across two (2) separate parcels sharing the common mailing

address of 4710 Madison Road in Madisonville. The total cost of the PACE-eligible improvements is \$15,896,383.64.

PROPOSED INCENTIVE

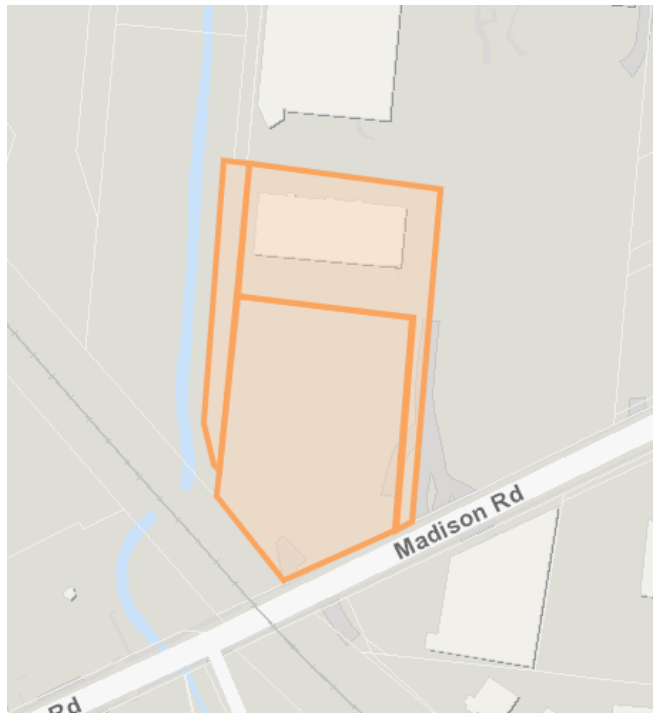
The Developer has petitioned the City to amend the Energy Special Improvements District (ESID) boundaries to add this property to the district and levy special assessments on the property. DCED has reviewed the request and recommends adding this property to the ESID boundary to allow the developer to be assessed for qualifying costs for energy efficiency upgrades to building envelopes and qualifying soft costs.

RECOMMENDATION

The Administration recommends approval of this emergency ordinance.

cc: Markiea Carter, Director, Department of Community & Economic Development

Attachment A: Location and Site Rendering



4710 Madison Road Location



4710 Maidson Road Picture

EMERGENCY

-2023

LEVYING special assessments for the purpose of the special assessment project at 4710 Madison Road in the City of Cincinnati involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, this Council duly adopted a legislative resolution declaring the necessity of an assessment project at 4710 Madison Road in the City of Cincinnati (the “Resolution of Necessity”), which Resolution of Necessity also accepted and approved the Petition (as defined therein) requesting the improvements described in Section 3 of the Resolution of Necessity and an assessment for the cost thereof, all as set forth in the Petition; and

WHEREAS, this Council duly passed an ordinance determining to proceed with the Assessment Project (as defined in the Resolution of Necessity) and adopted the estimated Special Assessments filed with the Clerk of Council and the City’s Director of Finance pursuant to the Resolution of Necessity; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined herein or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity, an unsigned copy of which is attached to this ordinance as Attachment B.

Section 2. That the Special Assessments for the costs and expenses of the Assessment Project, which are set forth in the Petition (a copy of which is attached to the Resolution of Necessity) and are on file with the Clerk of Council and the City’s Finance Director, are adopted and confirmed and are assessed against the Assessed Property in the manner and in the number of installments provided in the Resolution of Necessity and the Petition. The Special Assessments are assessed against the Assessed Property commencing in tax year 2025 for collection in 2026 and shall continue through tax year 2053 for collection in 2054. The list of Special Assessments to be levied and assessed against the Assessed Property and the schedule of the

Special Assessments are attached to this ordinance as Attachment A. The Assessment Project shall be located entirely on the Assessed Property, as set forth in the Resolution of Necessity and the Petition.

Section 3. That this Council hereby finds and determines that the Special Assessments are in proportion to the special benefits received by the Assessed Property as set forth in the Petition and are not in excess of any applicable statutory limitation. The Special Assessments against the Assessed Property shall be payable as set forth in the Resolution of Necessity and the Petition. All Special Assessments shall be certified by the City's Finance Director to the Hamilton County Auditor pursuant to the Petition and Ohio Revised Code ("R.C.") Section 727.33, to be placed on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition. This Council hereby appropriates the Special Assessments collected to be used by the City to meet its obligations with respect to the Assessment Project in accordance with the Standing Assignment Agreement and the Addendum.

Section 4. That the Owner of the Assessed Property has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments thereof are to be certified by the City's Finance Director to the Hamilton County Auditor as provided by law to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

Section 5. That the City's Finance Director is authorized to keep the Special Assessments on file in the office of the Finance Director.

Section 6. That in compliance with R.C. Section 319.61, the Clerk of the Council is hereby directed to deliver a certified copy of this ordinance to the Hamilton County Auditor within twenty days after its passage.

Section 7. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the board of directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. may proceed with the Assessment Project as soon as possible so that work thereon may commence or continue without delay.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

**LIST OF SPECIAL ASSESSMENTS AND
SCHEDULE OF SPECIAL ASSESSMENTS**

4710 MADISON ROAD
LIST OF SPECIAL ASSESSMENTS

Name	Assessed Properties Description	Portion of Benefit and Special Assessment	Amount of Special Assessments
	Hamilton County Parcel No: 051-0007-0041-00	56%	\$154,066.15
Oakley Capital Partners 2, LLC	Hamilton County Parcel Number: 051-0007-0042-00	44%	\$120,009.43

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$15,896,383.64
Estimated semi-annual special assessments for 29 years:	\$274,075.58
Number of semi-annual assessments:	58
First semi-annual installment due:	January 31, 2026

The schedule of Special Assessments for the Authorized Improvements is as follows:

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID No. 051-0007-0042
1/31/2026	\$274,075.58	\$154,066.15	\$120,009.43
7/31/2026	274,075.58	154,066.15	120,009.43
1/31/2027	274,075.58	154,066.15	120,009.43
7/31/2027	274,075.58	154,066.15	120,009.43
1/31/2028	274,075.58	154,066.15	120,009.43
7/31/2028	274,075.58	154,066.15	120,009.43
1/31/2029	274,075.58	154,066.15	120,009.43
7/31/2029	274,075.58	154,066.15	120,009.43
1/31/2030	274,075.58	154,066.15	120,009.43
7/31/2030	274,075.58	154,066.15	120,009.43
1/31/2031	274,075.58	154,066.15	120,009.43
7/31/2031	274,075.58	154,066.15	120,009.43
1/31/2032	274,075.58	154,066.15	120,009.43
7/31/2032	274,075.58	154,066.15	120,009.43
1/31/2033	274,075.58	154,066.15	120,009.43
7/31/2033	274,075.58	154,066.15	120,009.43
1/31/2034	274,075.58	154,066.15	120,009.43
7/31/2034	274,075.58	154,066.15	120,009.43
1/31/2035	274,075.58	154,066.15	120,009.43
7/31/2035	274,075.58	154,066.15	120,009.43
1/31/2036	274,075.58	154,066.15	120,009.43
7/31/2036	274,075.58	154,066.15	120,009.43
1/31/2037	274,075.58	154,066.15	120,009.43

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Hamilton County Auditor may charge and collect a fee in addition to the amounts listed in this Attachment A.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID No. 051-0007-0042
7/31/2037	274,075.58	154,066.15	120,009.43
1/31/2038	274,075.58	154,066.15	120,009.43
7/31/2038	274,075.58	154,066.15	120,009.43
1/31/2039	274,075.58	154,066.15	120,009.43
7/31/2039	274,075.58	154,066.15	120,009.43
1/31/2040	274,075.58	154,066.15	120,009.43
7/31/2040	274,075.58	154,066.15	120,009.43
1/31/2041	274,075.58	154,066.15	120,009.43
7/31/2041	274,075.58	154,066.15	120,009.43
1/31/2042	274,075.58	154,066.15	120,009.43
7/31/2042	274,075.58	154,066.15	120,009.43
1/31/2043	274,075.58	154,066.15	120,009.43
7/31/2043	274,075.58	154,066.15	120,009.43
1/31/2044	274,075.58	154,066.15	120,009.43
7/31/2044	274,075.58	154,066.15	120,009.43
1/31/2045	274,075.58	154,066.15	120,009.43
7/31/2045	274,075.58	154,066.15	120,009.43
1/31/2046	274,075.58	154,066.15	120,009.43
7/31/2046	274,075.58	154,066.15	120,009.43
1/31/2047	274,075.58	154,066.15	120,009.43
7/31/2047	274,075.58	154,066.15	120,009.43
1/31/2048	274,075.58	154,066.15	120,009.43
7/31/2048	274,075.58	154,066.15	120,009.43
1/31/2049	274,075.58	154,066.15	120,009.43
7/31/2049	274,075.58	154,066.15	120,009.43
1/31/2050	274,075.58	154,066.15	120,009.43
7/31/2050	274,075.58	154,066.15	120,009.43
1/31/2051	274,075.58	154,066.15	120,009.43
7/31/2051	274,075.58	154,066.15	120,009.43
1/31/2052	274,075.58	154,066.15	120,009.43
7/31/2052	274,075.58	154,066.15	120,009.43
1/31/2053	274,075.58	154,066.15	120,009.43
7/31/2053	274,075.58	154,066.15	120,009.43
1/31/2054	274,075.58	154,066.15	120,009.43
7/31/2054	274,075.58	154,066.15	120,009.43

ATTACHMENT B

EMERGENCY

Legislative Resolution

RESOLUTION NO. _____ - 2023

DECLARING by legislative resolution the necessity of the special assessment project at 4710 Madison Road in the City of Cincinnati, Ohio involving the City of Cincinnati, Ohio Energy Special Improvement District.

WHEREAS, Ohio Revised Code (“R.C.”) Section 1710.02(F) provides that a political subdivision that has approved a petition for special assessments for public improvements in a special improvement district pursuant to R.C. Chapter 1710 shall levy said special assessments pursuant to R.C. Chapter 727; and

WHEREAS, pursuant to Resolution No. 28-2014 passed on April 9, 2014, Council approved the Petition for the Creation of the City of Cincinnati, Ohio Energy Special Improvement District, together with the Articles of Incorporation of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. and, following said approvals by Council, on July 23, 2014, the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (hereinafter, the “ESID”) was formed as an ESID and is now duly authorized and operating pursuant to R.C. Chapter 1710; and

WHEREAS, Oakley Capital Partners 2, LLC (the “Owner”), as the owner of 100 percent of the lots and lands, including air parcels, to be assessed for the improvements described in this Resolution, has executed and filed with this Council a Petition for Special Assessments for Special Energy Improvement Projects dated as of October 23, 2023 (the “Petition”), including a Supplement to Plan for 4710 Madison Road Project (the “Supplemental Plan”), proposing the necessity of special assessments to pay the costs of special energy improvement projects (as more fully identified in the Petition and Supplemental Plan, the “Authorized Improvements”) to be located at 4710 Madison Road in Cincinnati (the “Assessed Property”); and

WHEREAS, the Petition and the Supplemental Plan are on file with the Clerk of Council, and copies thereof are attached to this Resolution as Attachment A; and

WHEREAS, in the Petition, the Owner requests that the Authorized Improvements be paid for by special assessments assessed upon the Assessed Property (the “Special Assessments”) in an amount sufficient to pay the costs of the Authorized Improvements and other related costs of financing the Authorized Improvements, which include, without limitation, the payment of principal of, interest on, and financing, credit enhancement, and issuance expenses related to, any bonds, notes, loans, or other financing provided to pay the costs of the Authorized Improvements, and requests that the Authorized Improvements be undertaken cooperatively by the City, the ESID, and the Owner, in accordance with the Standing Assignment Agreement dated as of February 28, 2017 by and among the City, the Port of Greater Cincinnati Development Authority, and the ESID (the “Standing Assignment Agreement”); and

WHEREAS, in order to provide for the assignment and transfer of the Special Assessments, the ESID has requested that the City execute and deliver an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council; and

WHEREAS, (i) the Special Assessments are conducive to the public health, convenience and welfare of this City and the inhabitants of the City; (ii) the Assessed Property is specially benefited by the Special Assessments; and (iii) the Special Assessments have been petitioned for by the owner of 100 percent of the Assessed Property; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Petition for Special Assessments for Special Energy Improvement Projects dated October 23, 2023 (the "Petition"), which Petition, together with a Supplement to Plan for 4710 Madison Road Project (the "Supplemental Plan"), are hereby approved and accepted, and copies of which are attached to this Resolution as Attachment A.

Section 2. That this Council hereby approves and authorizes the City Manager to execute an Addendum to the Standing Assignment Agreement substantially in the form now on file with the Clerk of Council, together with any modifications as may be necessary to effectuate the purpose of the Petition and Ohio Revised Code ("R.C.") Chapter 1710, provided that any such modifications shall not, in the judgment of the City Manager, be adverse to the City.

Section 3. That it is hereby declared necessary, and a vital and essential public purpose of the City, to improve the real property located at 4710 Madison Road, Cincinnati, Ohio (the "Assessed Property"), by providing for special energy improvement projects as more fully identified in the Petition and Supplemental Plan (the "Authorized Improvements") on the Assessed Property, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition (collectively, the "Assessment Project"), which Assessment Project is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of Council.

Section 4. That the plans and specifications and total cost of the Assessment Project now on file in the office of the Clerk of Council are approved, subject to changes as provided for in the Standing Assignment Agreement among the City, the Port of Greater Cincinnati Development Authority, and the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "ESID"), and as permitted by R.C. Chapter 727. The Assessment Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Assessment Project.

Section 5. That this Council finds and determines that: (i) the Assessment Project is conducive to the public health, convenience and welfare of this City and the inhabitants thereof, and that it is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project as defined in R.C. Section 1710.01(I); (ii) the Assessed Property is specially benefited by the Assessment Project; and (iii) the Assessment Project has been petitioned for by the owner of 100 percent of the Assessed Property. It is hereby determined that the Assessment Project's elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Assessment Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner, and that the Assessment Project's elements shall be treated as a single improvement pursuant to R.C. Section 727.09.

Section 6. That pursuant to R.C. Section 1710.02(G)(4), Council hereby determines that the Assessment Project is not required to be owned exclusively by the City. Council accordingly hereby authorizes the board of directors of the ESID to act as its agent to sell, transfer, lease, or convey the Assessment Project. The board of directors of the ESID must obtain from any sale, transfer, lease, or conveyance of the Assessment Project any consideration greater than or equal to \$1.00.

Section 7. That the costs of the Assessment Project, as set forth in the Petition, shall be assessed in proportion to the benefits upon the Assessed Property, and the assessment for such purpose (the “Special Assessments”) shall be assessed and paid as specified in the Petition. The portion of the costs of the Assessment Project allocable to the City will be zero percent. The City does not intend to issue securities in anticipation of the levy of the Special Assessments.

Section 8. That the City’s Finance Director and/or her designee is authorized to cause to be prepared and filed in the office of the Clerk of Council the estimated Special Assessments and the cost of the Assessment Project in accordance with the method of assessment set forth in the Petition and this Resolution.

Section 9. That the Special Assessments shall be levied and paid in 58 semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition. The Owner has waived the right to pay the Special Assessment in cash within thirty days after the first publication of the notice of the assessing ordinance.

Section 10. That the Owner has waived notice of the adoption of this Resolution and the filing of the estimated Special Assessments upon the filing of the estimated Special Assessments with the Clerk of Council under R.C. Section 727.13.

Section 11. That pursuant to and subject to the provisions of a valid Petition signed by the Owner, as the owner of 100 percent of the Assessed Property, which Petition is hereby accepted, the entire cost of the Assessment Project, which shall be located entirely on the Assessed Property, shall be paid by the Special Assessments levied against the Assessed Property, which is the benefited property.

Section 12. That this Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal, and other rights of property owners under the law, including, but not limited to, those specified in the Ohio

Constitution, R.C. Chapter 727, R.C. Chapter 1710, and the Charter of the City of Cincinnati, Ohio, and consents to the immediate imposition of the Special Assessments upon the Assessed Property.

Section 13. That the City’s Finance Director and/or her designee is authorized, pursuant to R.C. Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Assessment Project.

Section 14. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. Section 121.22.

Section 15. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure that the board of directors of the ESID may proceed with the Assessment Project as soon as possible so that work thereon may commence or continue without delay.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

**PETITION FOR SPECIAL ASSESSMENTS FOR
SPECIAL ENERGY IMPROVEMENT PROJECTS**

A PETITION TO THE CITY OF CINCINNATI, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Manager and City Council of the City of Cincinnati, Ohio

As of the date of this Petition, the undersigned, Oakley Capital Partners 2, LLC, an Ohio limited liability company (the "Petitioner") is the owner of 100% of the property described on **Exhibit A** attached to this Petition (the "Property") and will implement special energy improvement projects on the Property (the "Authorized Improvements," as further described in **Exhibit B**).

The Board of Directors of the City of Cincinnati, Ohio Energy Special Improvement District, Inc. (the "Corporation"), an Ohio nonprofit corporation formed to govern the City of Cincinnati, Ohio Energy Special Improvement District (the "District"), created within the boundaries of the City of Cincinnati, Ohio (the "City") has approved a plan (the "Program Plan") for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the "Supplemental Plans") (the Program Plan and every Supplemental Plan together constituting the "Plan") to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the Authorized Improvements, and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petition the Cincinnati City Council ("Council") to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) request that (i) Authorized Improvements be undertaken by the District, and

(ii) the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has have reviewed or caused to be reviewed (i) the Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit B** and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in **Exhibit B**. The Petitioner acknowledges that the estimated special assessment for each parcel is in proportion to the benefits that may result from the financing of the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Authorized Improvements.

In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages amount; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities to pay costs of the Authorized Improvements in anticipation of the receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities or other obligations; and any program administration fees or financing servicing fees; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

Notwithstanding anything to the contrary contained herein, in the event that at any time following the date of this Petition the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the "County Auditor"), the Petitioner hereby requests that the Special Assessments be allocated only to the resulting parcels which will be improved with the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the "Assessed Parcels"). The allocation among any resulting Assessed Parcels shall be made such that any Assessed Parcel or Assessed Parcels on which the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the "Assessed Buildings") shall be allocated a total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion

to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcels. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, as described above, will cause each resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements. Immediately upon any subdivision of the Property, (i) any reference to the Property contained in this Petition shall be deemed to be a reference to all of the Assessed Parcel; and (ii) the legal description of the Assessed Parcel shall be deemed to replace the legal description of the Property set forth in **Exhibit A**.

In consideration of the Authorized Improvements, each of the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, each of the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be assessed for the actual costs of the Authorized Improvements set forth in **Exhibit B**, in the deed to the transferee or in a separate instrument recorded with respect to the Property the existence of any outstanding Special Assessment for the Authorized Improvements and to require that transferee covenant to disclose the existence of any outstanding Special Assessment for the Authorized Improvements in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (i) for the acquisition by the transferee of the Property subject to any outstanding Special Assessment and the transferee's assumption of responsibility for payment thereof and for waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (ii) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (i) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the financing of the Authorized Improvements. The Petitioner further consents to the levying of the Special Assessment against the Property by Council. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consent to proceeding with the Authorized Improvements. Without limiting the foregoing, the

Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and

regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in fifty-eight (58) semi-annual installments.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Authorized Improvements shall be acquired, installed, or constructed or the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, or construction of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio and the Charter of the City of Cincinnati, Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that they have had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The real property subject to this Petition is located at the commonly used mailing address 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID Nos. 051-0007-0041-00 and 051-0007-0042-00 and the following legal descriptions:

PROPERTY 1: 4710 Madison Road, Cincinnati, Ohio 45227

Parcel No. 051-0007-0041-00

Situate in Section 22, Township 4, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 4 of Ralph Reeder's Estate as recorded in Deed Book 368, Page 61 of the Hamilton County, Ohio records, and more particularly described as follows:

Beginning at the intersection of the northerly line of Madison Road and the easterly right of way line of the Pennsylvania (Richmond Branch) Railroad, which point of beginning is North 59 deg. 16 min. East a distance of 168.59 feet from the intersection of the northerly line of Madison Road, and the southerly line of said Lot 4; thence North 59 deg. 16 min East along the northerly line of Madison Road a distance of 177.90 feet; thence North 0 deg. 11 min. East a distance of 302.35 feet; thence North 89 deg. 49 min. West a distance of 265 feet; thence South 0 deg. 11 min. West a distance of 288.65 feet to the easterly right of way line of said Pennsylvania Railroad; thence along the said right of way line South 46 deg. 28 min. East a distance of 38.45 feet and South 46 deg. 49 min. East a distance of 117.41 feet to the place of beginning containing 2.1 acres, more or less.

PROPERTY 2: 4722 Madison Road, Cincinnati, Ohio 45227

Parcel ID No. 051-0007-0042-00

Situated in Section 22, Town 4, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 4 of Ralph Reeder's Estate as recorded in Deed Book 368, Page 61 of the Hamilton County, Ohio records and more particularly described as follows;

Beginning at a point in the northerly line of Madison Road which is N. 59 deg. 16' E. a distance of 346.49 feet from the intersection of the northerly line of Madison Road and the south line of said Lot 4, said point of beginning being also N. 59 deg. 16' E. A distance of 177.90 feet from the intersection of the northerly line of Madison Road and the easterly line of the Pennsylvania (Richmond Branch) Railroad right-of-way;

thence N. 0 deg. 11' E. a distance of 302.35 feet;

thence N. 89 deg. 49' W. a distance of 265 feet;

thence N. 0 deg. 11" E. a distance of 200 feet;

thence S. 89 deg. 49' E. a distance of 288 feet;

thence S. 0 deg. 11' W. a distance of 489.77 feet to the northerly line of Madison Road;

thence S. 59 deg. 16' W. along the northerly line of Madison Road, a distance of 24.48 feet to the place of beginning. Containing 1.3 acres, more or less.

TOGETHER WITH Appurtenant Access Easements as set forth in deed dated July 7, 1954 and recorded July 29, 1954 in Deed Book 2697, Page 517, in the records of the Recorder of Hamilton County, Ohio.

(a) As affected by amended and/or supplemented Easements Agreement contained in deed recorded May 21, 2009 in Official Record Book 11146, Page 1807, in the records of the Recorder of Hamilton County, Ohio.

(b) As affected by amended and/or supplemented Easement Agreement dated October 5, 2017 and recorded October 9, 2017 in Official Record Book 13519, Page 2365 in the records of the Recorder of Hamilton County, Ohio.

EXHIBIT B

CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

SUPPLEMENT TO PLAN FOR 4710 MADISON ROAD PROJECT

As more fully provided by the City of Cincinnati, Ohio Special Improvement District Program Plan (together with all previously approved supplemental plans, the "Plan"), the City of Cincinnati, Ohio Energy Special Improvement District (the "District") has undertaken the administration of a property assessed clean energy ("PACE") program (the "Program"). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, the undersigned (the "Property Owner") has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and located at 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID Nos. 051-0007-0041-00 and 051-0007-0042-00 (the "Property"). A schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment A.

Initially the special assessments shall be allocated among the parcels (each an "Original Parcel" and, collectively, the "Original Parcels") constituting the Property as follows:

In the event that at any time following the date of this Supplemental Plan the Property or any parcel contained in the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Hamilton County, Ohio (the "County Auditor"), then the Property Owner hereby requests that the Special Assessments be allocated among only the resulting parcels which will be improved with the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space into which the Authorized Improvements will be incorporated (the "Assessed Parcels"). No Special Assessments shall be allocated to any resulting parcels which will not have any portion of the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space constructed thereon (the "Non-Assessed Parcels"). The allocation among any resulting Assessed Parcel shall be made such that the Assessed Parcels or Assessed Parcel on which the approximately two 14,800 square foot retail buildings and another approximately 4,200 square feet of retail space are constructed and into which the Authorized Improvements will be incorporated (the "Assessed Buildings") shall be allocated a combined total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments in the percentage stated above, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcel. The Property Owner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, and the fact that no Special Assessments will be allocated to any resulting Non-Assessed Parcel, all as described above, will cause each resulting Assessed Parcel to have Special

Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements identified in this Supplemental Plan.

The Authorized Improvements applicable to the Property will include energy efficiency HVAC improvements, lighting, building envelope improvements, and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment B. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of the financing to pay, finance, and refinance costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the Special Assessments to be levied to pay the costs of the financing.


The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of the City Council of Cincinnati, Ohio.

The undersigned owner of real property to be located within the District acknowledge that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY REPRESENTS THAT THE INFORMATION CONTAINED IN THIS SUPPLEMENTAL PLAN IS TRUE AND CORRECT AND HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) BEING FILED WITH THE CLERK OF THE CINCINNATI CITY COUNCIL, AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

OAKLEY CAPITAL PARTNERS 2, LLC

Authorized Signatory

By: 

Name: Christopher R. Hildebrand

Title: MANAGER

Address for notices to Petitioner:

Oakley Capital Partners 2, LLC
8600 Governor's Hill Drive, Ste. 160
Cincinnati, Ohio 45249
Attention: Christopher Hildebrand

Description of Real Property Subject to this Supplemental Plan:

The real property subject to this Petition is located at the commonly used mailing 4710 Madison Road, Cincinnati, Ohio, having Hamilton County Auditor Parcel ID No. 051-0007-0041-00 and 051-0007-0042-00.

SUPPLEMENTAL PLAN—ATTACHMENT A

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$15,896,383.64
Estimated semi-annual special assessments for 29 years:	\$274,075.58
Number of semi-annual assessments:	58
First semi-annual installment due:	January 31, 2026

The schedule of Special Assessments for the Authorized Improvements is as follows:

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0042
1/31/2026	\$274,075.58	\$154,066.15	\$120,009.43
7/31/2026	274,075.58	154,066.15	120,009.43
1/31/2027	274,075.58	154,066.15	120,009.43
7/31/2027	274,075.58	154,066.15	120,009.43
1/31/2028	274,075.58	154,066.15	120,009.43
7/31/2028	274,075.58	154,066.15	120,009.43
1/31/2029	274,075.58	154,066.15	120,009.43
7/31/2029	274,075.58	154,066.15	120,009.43
1/31/2030	274,075.58	154,066.15	120,009.43
7/31/2030	274,075.58	154,066.15	120,009.43
1/31/2031	274,075.58	154,066.15	120,009.43
7/31/2031	274,075.58	154,066.15	120,009.43
1/31/2032	274,075.58	154,066.15	120,009.43
7/31/2032	274,075.58	154,066.15	120,009.43
1/31/2033	274,075.58	154,066.15	120,009.43
7/31/2033	274,075.58	154,066.15	120,009.43
1/31/2034	274,075.58	154,066.15	120,009.43
7/31/2034	274,075.58	154,066.15	120,009.43
1/31/2035	274,075.58	154,066.15	120,009.43
7/31/2035	274,075.58	154,066.15	120,009.43

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Hamilton County Auditor may charge and collect a fee in addition to the amounts listed in this Attachment A.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0041	Special Assessment Installment Amount for Parcel ID. No. 051-0007-0042
1/31/2036	274,075.58	154,066.15	120,009.43
7/31/2036	274,075.58	154,066.15	120,009.43
1/31/2037	274,075.58	154,066.15	120,009.43
7/31/2037	274,075.58	154,066.15	120,009.43
1/31/2038	274,075.58	154,066.15	120,009.43
7/31/2038	274,075.58	154,066.15	120,009.43
1/31/2039	274,075.58	154,066.15	120,009.43
7/31/2039	274,075.58	154,066.15	120,009.43
1/31/2040	274,075.58	154,066.15	120,009.43
7/31/2040	274,075.58	154,066.15	120,009.43
1/31/2041	274,075.58	154,066.15	120,009.43
7/31/2041	274,075.58	154,066.15	120,009.43
1/31/2042	274,075.58	154,066.15	120,009.43
7/31/2042	274,075.58	154,066.15	120,009.43
1/31/2043	274,075.58	154,066.15	120,009.43
7/31/2043	274,075.58	154,066.15	120,009.43
1/31/2044	274,075.58	154,066.15	120,009.43
7/31/2044	274,075.58	154,066.15	120,009.43
1/31/2045	274,075.58	154,066.15	120,009.43
7/31/2045	274,075.58	154,066.15	120,009.43
1/31/2046	274,075.58	154,066.15	120,009.43
7/31/2046	274,075.58	154,066.15	120,009.43
1/31/2047	274,075.58	154,066.15	120,009.43
7/31/2047	274,075.58	154,066.15	120,009.43
1/31/2048	274,075.58	154,066.15	120,009.43
7/31/2048	274,075.58	154,066.15	120,009.43
1/31/2049	274,075.58	154,066.15	120,009.43
7/31/2049	274,075.58	154,066.15	120,009.43
1/31/2050	274,075.58	154,066.15	120,009.43
7/31/2050	274,075.58	154,066.15	120,009.43
1/31/2051	274,075.58	154,066.15	120,009.43
7/31/2051	274,075.58	154,066.15	120,009.43
1/31/2052	274,075.58	154,066.15	120,009.43
7/31/2052	274,075.58	154,066.15	120,009.43
1/31/2053	274,075.58	154,066.15	120,009.43
7/31/2053	274,075.58	154,066.15	120,009.43
1/31/2054	274,075.58	154,066.15	120,009.43
7/31/2054	274,075.58	154,066.15	120,009.43

SUPPLEMENTAL PLAN—ATTACHMENT B

Description of Authorized Improvements

The Authorized Improvements are expected to consist of the following energy efficiency elements:

Energy Project Name: Oakley Parke (4710 Madison Rd.) Parcel ID: 51-0007-0041-00, 051-0007-0042-00, 051-0007- 0073-00 County/State: Cincinnati, OH						
	Improvement Description	Useful Life	Contractor	Improvement Cost (\$)	Baseline Energy Cost (\$)	Projected Energy Savings (\$)
1	Building Envelope Hard Costs	30	Moreña Group	\$3,854,000	See COMchecks	See COMchecks
2	Qualifying Soft Costs	30	Moreña Group	\$1,981,860		
3						
4						
5						
6						
TOTALS:						

EXHIBIT C

**CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

[See Attached]

**CITY OF CINCINNATI, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

The City of Cincinnati, Ohio Energy Special Improvement District (the “District”) will administer a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects. The District authorizes and adopts this plan for the Program (as the same may be amended and supplemented from time to time as provided herein, the “Plan”) to provide for the Program’s administration and to set forth the terms and conditions of participation in the Program. The Port of Greater Cincinnati Development Authority, as the initial property owner owning real property within the District, as well as in its capacity as a party with interests aligned with the City of Cincinnati (the “City”) with respect to the formation of the District, authorizes and consents to this Plan.

The District is established pursuant to the special energy improvement district provisions of Chapter 1710 of the Ohio Revised Code. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the “Act.” Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District’s Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program’s terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property (“Assessment Schedule”), and the governing documents forming the District. The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the “Governing Documents”). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.”

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described in Part X of this Plan. By agreeing to and executing the District Documents, each property owner consents to the terms and conditions of all District Documents.

I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy

improvement projects, as that term is defined in the Act (the “Authorized Improvements”). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, or nonprofit corporation securities (collectively, the “Program Obligations”) may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due; provided, that certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that such property owners fail to pay an obligation of the property owner secured by special assessments, such as a loan, in which case special assessments will only be due and payable by property owners if actually levied.

Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board that the Program is the best financing option for every situation. Property owners are advised to conduct independent research to determine the best course of action.

II. The District’s Governance, Program Administrator, and Conduit Financing Entity

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors (“Board”) of the City of Cincinnati, Ohio Energy Special Improvement District, Inc., a nonprofit corporation organized under the laws of the State of Ohio (the “Corporation”) to govern the District.

Pursuant to the Act, other Ohio law, and the Code of Regulations of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to its sub-committee or to an agent, independent contractor, or employee of the District or the Board.

This Plan specifically contemplates that, as authorized in the Act, Greater Cincinnati Energy Alliance will serve as the District’s “Program Administrator” and render program administration services to the District and the Port of Greater Cincinnati Development Authority will serve as the District’s “Conduit Financing Entity” and render conduit financing services to the District.

The District is authorized to contract with Greater Cincinnati Energy Alliance for program administration services rendered to the District. The program administration services rendered by the Program Administrator may include, without limitation (i) pursuant to Part III of this Plan, developing and administering eligibility guidelines, creating and administering an application,

setting criteria and developing a list of pre-approved contractors, procuring resources or cooperating with property owners to procure resources, and administering referrals, (ii) pursuant to Part IV of this Plan, marketing, program design, cooperating with property owners to implement Authorized Improvements, and other administrative services, and (iii) the establishment and administration of a revolving loan facility providing financing for certain special energy improvement projects.

The District is authorized to contract with the Port of Greater Cincinnati Development Authority for conduit financing services rendered to the District. The conduit financing services rendered by the Conduit Financing Entity may include, without limitation (i) pursuant to Part III of this Plan, financing Authorized Improvement and cooperating with property owners to obtain financing, (ii) pursuant to Part IV of this Plan, tracking and administering Program Obligations, administering special assessments, budgeting, and conducting or overseeing the audit process, (iii) assistance with marketing efforts relating to the District, and (iv) tracking compliance with respect to the Economic Inclusion Plan established by the Port of Greater Cincinnati Development Authority.

III. Program Eligibility, Approvals, Financing, and Procurement

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

- (A) **Eligibility.** The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including,

specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner must file a supplement to this Plan (the "Plan Supplement") with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Plan Supplements shall include such other information as may be required by the Board. Plan Supplements shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to and must execute an Affidavit on Facts Relating to Title under Section 5301.252 of the Ohio Revised Code to be recorded with respect to the real property to be added to the District and filed with the clerk of the legislative body of the participating political subdivision in which the real property is located, which Affidavit on Facts Relating to Title shall state that the property owner has consented to include such real property in the District and that the property owner consents to, and will take all actions necessary to place upon such property, any subsequent special improvement district formed under Ohio Revised Code Chapter 1710 that includes such real property as long as the statutory conditions for forming the subsequent special improvement district are otherwise satisfied.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to complete Authorized Improvements through the work of pre-approved contractors. The Board is further authorized to create criteria for the approval of contractors, including but not limited to compliance with the Economic Inclusion Plan adopted by the Port of Greater Cincinnati Development Authority, and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.

- (D) **Procurement and Referrals.** The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the City or the procedures in Chapter 735 of the Ohio Revised Code and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to the City as a participating political subdivision.

- (E) **Financing.** The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

IV. Services Plan

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) **Program Design.** The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework.
- (B) **Program Administration.** The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes.
- (C) **Marketing.** The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events.

- (D) Authorized Improvement Implementation. The Board is hereby authorized to cooperate with property owners for the implementation of Authorized Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Plan Supplements by participating political subdivisions and the Board.
- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) Budgeting. The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.
- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- (I) Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

V. Fees

Program Costs. The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating City of Cincinnati, Energy Special Improvement District, Inc., hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, and implementing Authorized Improvements or services under this Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any court costs incurred by the District in implementing this Plan or any Plan Supplements;
- (D) Any damages resulting from implementing the public improvements or public services plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan; and
- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

VI. Energy Efficiency and Renewable Energy Regulations and Requirements

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility ("EDU") with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code

Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

VII. Statutory Requirements

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.
- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in each petition and Plan Supplement. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.

- (E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

VIII. Changes in State and Federal Law

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

IX. Releases and Indemnification

The District has been created with the approval of the City of Cincinnati, Ohio, as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

By agreeing to and executing this Plan, each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program. Any political subdivision that owns real property included in the District agrees to release and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.

X. Changes in the Program Terms; Severability

Participation in the Program is subject to the District Document terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the

terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

XI. Disclosure of Property Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Program and to enable communication regarding the State of Ohio's energy programs, property owners' names and contact information may be disclosed to their current electric utilities. Property owners' names, contact information, and utility usage data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

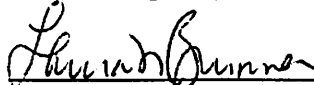
Each owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* Each property owner that executes this Plan agrees to the disclosure of certain property owner information as stated in this Part.

BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS PLAN AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS PLAN.

Date: July 23, 2014

**Property Owner:
PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**

Authorized Signatory



Laura Brunner, as
President and Chief Executive Officer

Address for notices to Property Owner:

Port of Greater Cincinnati Development
Authority

299 East Sixth Street, Suite 2A

Cincinnati, Ohio 45202

Description of Real Property Subject to this Plan:

The real property subject to this Plan is located at the commonly used mailing address 1682 Seymour Avenue, Cincinnati, Ohio 45237. The front footage of the real property subject to this Plan is 233.00 feet, and its area is 0.418 acres. The Hamilton County Auditor Parcel ID for the real property subject to this Plan is 117-0007-0064-00. The following is the legal description for the real property subject to this Plan:

Parcel One

Situated in the City of Cincinnati, County of Hamilton, State of Ohio in Section 6, Township 3, Fractional Range 2, Millcreek Township and being Lot #1 of Shonae Subdivision, Block A, as recorded in Plat Book 105, Page 44, Hamilton County, Ohio Recorder's records.

Parcel Two

[Property Owner Consent to Plan]

The following described real estate situated in Section 6, Town 3, Fractional Range 2, Miami Purchase, in the City of Cincinnati, Hamilton County, Ohio, being part of Lot 2, Part 1, Block "B", Shonae Subdivision as recorded in Plat Book 120, Pages 49 and 50 of the Hamilton County, Ohio records.

Beginning in the Northwest corner of Block "A", Shonae Subdivision as recorded in Plat Book 105, Page 44 of the Hamilton County, Ohio Recorder's office;

Thence North 1 deg. 15' East, a distance of 21.75 feet; thence South 88 deg. 45' East, a distance of 146.46 feet to the Westerly line of Shona Drive; thence Southwardly along the Westerly line of Shona Drive on a curved line deflecting to the right with a radius of 220 feet a distance of 23.16 feet, chord of said curve bears South 21 deg. 16' 35" West, a distance of 23.14 feet to the Northeast corner of said Block "A", Shonae Subdivision, thence North 68 deg. 45' West, a distance of 138.53 feet to the place of beginning.

These parcels are not to be conveyed separately without prior approval of the governmental authority having jurisdiction.

[Property Owner Consent to Plan]

City of Cincinnati

CHM

EESW

An Ordinance No. _____

- 2023

AUTHORIZING the City Manager to execute a Lease Agreement with Broadway Square II, LLC pursuant to which the City will lease for a term of up to five years a portion of City-owned property located at 1205-1209 Broadway in Over-the-Rhine.

WHEREAS, the City of Cincinnati owns certain real property located at 1205-1209 Broadway in Over-the-Rhine (“Property”), which Property is under the management of the Cincinnati Recreation Commission (“CRC”); and

WHEREAS, Broadway Square II, LLC, an Ohio limited liability company, an affiliate or subsidiary of the Model Group (“Lessee”), owns or otherwise controls certain real property abutting the Property located at 1201-1203 Broadway, and the City currently leases a portion of the Property to Lessee for use as an outdoor restaurant patio pursuant to a lease that expired on November 29, 2022, which lease has continued on a month-to-month basis since that time, as more particularly described and depicted in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference (“Leased Premises”); and

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

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately \$1,175 per year, which Lessee has agreed to pay; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City and leasing the Leased Premises to Lessee is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to because the City desires to lease the Leased Premises to Lessee to enhance Lessee’s Broadway Square development project, for the benefit of the City and its residents, and (ii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises for use as an outdoor restaurant patio and assuming responsibility for the maintenance and repair thereof; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Leased Premises at its meeting on November 17, 2017, and Lessee has been in continuous possession of the Leased Premises pursuant to the terms of the prior lease since that time, therefore, the new lease does not constitute a change in use of City property; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Lease Agreement with Broadway Square II, LLC, an Ohio limited liability company (“Lessee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of up to five years a portion of real property located at 1205-1209 Broadway in Over-the-Rhine, as more particularly described and depicted in the Lease Agreement (“Leased Premises”).

Section 2. That the Leased Premises is not needed for recreation or any other municipal purpose for the duration of the lease.

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

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Leased Premises is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to enhance Lessee’s Broadway Square development project, for the benefit of the City and its residents, and (ii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises for use as an outdoor restaurant patio and assuming responsibility for the maintenance and repair thereof.

Section 5. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$1,175 per year, which Lessee has agreed to pay.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including executing any and all ancillary documents associated with the Lease Agreement, such

as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: portion of 12th & Broadway Rec Area at
332-334 East 12th St & 1205-1209 Broadway
for use as outdoor restaurant patio

LEASE

This Lease is made and entered into by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Lease is 805 Central Avenue, Suite 800, Cincinnati, OH 45202, Attention: Recreation (the "**City**"), and **Broadway Square II, LLC**, an Ohio limited liability company, the address of which is 1826 Race Street, Cincinnati, OH 45202 ("**Lessee**").

Recitals:

A. The City owns the land located at 332-334 East 12th Street and 1205-1209 Broadway in Pendleton as shown on Exhibit A (*Site Plan*) hereto (the "**Property**"), which is under the management and control of the Cincinnati Recreation Commission ("**CRC**").

B. Lessee, or an affiliate entity thereof, has redeveloped the adjacent property known as Broadway Square, which includes a restaurant at the property shown on Exhibit B (*Survey*), and in connection therewith desires to lease a portion of the Property shown on Exhibit A (the "**Leased Premises**") for use of an outdoor restaurant patio (the patio and other improvements constructed or installed by Lessee on the Leased Premises, including without limitation pavement, lighting, fencing, landscaping and signage, being referred to herein as the "**Leasehold Improvements**").

C. Lessee, or an affiliate entity thereof, has leased the Leased Premises since November 30, 2017, pursuant to a *Lease* by and between the City and Lessee or its affiliate (the "**Prior Lease**"). The Prior Lease expired on November 29, 2022; however, Lessee has continued to use the Leased Premises on a month-to-month basis since that time.

D. CRC approved the lease of the Leased Premises to Lessee at its meeting on September 19, 2023.

E. The City's Real Estate Services Division has determined that the fair market rental value of the Leased Premises, as determined by appraisal, is approximately \$1,175 per year, which Lessee has agreed to pay.

F. The City has determined that eliminating competitive bidding in connection with the City's lease of the Leased Premises is in the best interest of the public because the City desires to lease the Leased Premises to Lessee to enhance Lessee's Broadway Square development project, for the benefit of the City and its residents.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Leased Premises to Lessee at its meeting on November 17, 2017, and Lessee has been in continuous possession of the Leased Premises pursuant to the terms of the Prior Lease; therefore, this Lease does not constitute a change in use of City property.

H. Cincinnati City Council authorized the execution of this Lease by Ordinance No. [____]-2023, passed on [____], 2023.

NOW THEREFORE, the parties hereby agree as follows:

1. **Grant.** The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises. The City makes no representations or warranties concerning the title, condition, or characteristics of the Leased Premises or the suitability or fitness of the Leased

Premises for any purpose. Lessee acknowledges and agrees that it 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. Lessee shall accept the Leased Premises in "as is," "where is" condition with all faults and defects, known or unknown.

2. Term.

(A) Term. The term ("**Term**") of this Lease shall be one (1) year and shall commence the Effective Date (the "**Commencement Date**") and, unless extended or sooner terminated as herein provided, shall expire on the one year anniversary thereof.

(B) Automatic Renewals. If neither party notifies the other party in writing (which notice shall be given at least 60 days prior to the date that the Term of this Lease would otherwise to expire) that such party does NOT wish to extend the Term for an additional period of one (1) year, the Term of this Lease shall automatically be extended for up to four (4) successive periods of one (1) year each. Annual rent payable by Lessee during each renewal period shall be as set forth in section 3 below. As used herein, the "Term" of this Lease means the initial Term and, if applicable, the renewal periods.

3. Rent.

(A) Initial Term. On the Commencement Date, Lessee shall pay to the City **\$1,175** as annual base rent for the Leased Premises for the initial Term of this Lease.

(B) Renewal Periods. If the Term is extended under paragraph 2(B) above, annual base rent for each renewal period shall increase by **\$50.00**. Rent for each renewal period shall be due and payable no later than the first day of each renewal period.

(C) Late Charge. If the Term of this Lease is terminated prior to the scheduled expiration date, the City shall not be required to refund any portion of the prepaid rent to Lessee. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing. If any payment hereunder is not paid when due, a late charge in the amount of 5.0% of the amount past due, or \$100, whichever is greater, shall automatically become due and payable, and the past due amount shall accrue interest at the rate of 12% until paid in full.

4. Permitted Use. Lessee shall use the Leased Premises for the following purpose and for no other purpose: as an outdoor restaurant patio. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, regulations and other governmental requirements of governmental authorities having jurisdiction and shall abide by such reasonable rules and regulations governing Lessee's use of the Leased Premises as may from time to time be communicated to Lessee by CRC. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee's operating hours for the outdoor restaurant patio must be approved by CRC. Lessee shall take steps to limit music and other noise as directed by CRC.

5. Utilities; Real Estate Taxes; Other Expenses. During the Term of this Lease, Lessee shall pay (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes and assessments levied against the Leased Premises as the result of Lessee's use of the Leased Premises, and (iii) any and all other operating expenses associated with the Leased Premises. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. Lessee shall, at its sole expense, keep and maintain the Leased Premises, including the Improvements, in good, safe, orderly, sanitary, and clean condition and repair. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises or the Improvements caused by fire or other casualty, Lessee shall promptly repair such damage at its sole expense. Lessee shall be solely responsible for all sweeping and

snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or the improvements thereon.*

7. Construction of Improvements; Alterations & Signs.

(A) Alterations. Lessee shall be permitted to construct the Improvements solely in accordance with professionally prepared plans and specifications to be prepared by Lessee and approved in writing by CRC prior to the commencement of construction. Lessee shall not install or alter any other signs, fences, walls, walkways, curbs, structures, or lighting or make any other improvements or alterations to the Leased Premises, or change the existing grade of the Leased Premises, without first obtaining the written approval of CRC. Lessee shall obtain all necessary permits and other approvals from the City prior to constructing the Improvements.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Cincinnati Bell, Duke Energy, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises for the maintenance, repair, modification, and replacement thereof or addition thereto. CRC shall also have the right to enter upon the Leased Premises at any time for inspection and all other reasonable purposes. Lessee shall not construct any structures or other improvements above any existing utility lines within the Leased Premises that would interfere with the operation or maintenance thereof. If Lessee constructs any improvements within the Leased Premises or undertakes any other action that interfere with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City shall be permitted to take all actions reasonably necessary to eliminate such interference. The City shall not be responsible for any damage to the Leased Premises or the Improvements resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises. In the event of damage to utility lines or other utility facilities located within or near the Leased Premises resulting from Lessee's use of the Leased Premises, Lessee shall be liable for all costs associated with the repair or replacement thereof, which amount shall be payable within thirty (30) days after Lessee receives written notice of the amount thereof accompanied by documentation substantiating such amount.

(C) Trees. If there are public trees within or near the Leased Premises at any time, Lessee shall obtain a public tree work permit before performing any work within fifteen (15) feet of a public tree. Lessee shall obtain the approval of CRC prior to removing any trees.

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

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

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Lessee shall maintain 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 of Cincinnati as an additional insured, and such additional insurance as CRC or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. Lessee shall also maintain property insurance on the Improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(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 shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by carrying adequate insurance.

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

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

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

11. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term, then, at the City's option, such holdover shall create a tenancy at will, on the same terms and conditions as set forth in this Lease except that rent payable during such tenancy shall be equal to two hundred percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. Lessee shall surrender to the City all Improvements to the Leased Premises made by or for Lessee during the Term except such improvements, if any, that CRC expressly designates be removed. If Lessee fails to timely remove improvements that CRC designates for removal, such improvements shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard, or otherwise dispose of such improvements, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand.

12. General Provisions. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Lease may be amended only by a written amendment signed by both parties hereto. Lessee shall not assign its interests under this Lease or sublet any portion of the Leased Premises without the prior written consent of the City, which consent may be withheld in the City's sole discretion. This Lease shall be binding upon the parties and their respective successors and permitted assigns. This Lease shall not be recorded in the Hamilton County Recorder's Office. This Lease shall be governed by the laws of the City of Cincinnati and the State of Ohio.

13. Additional Coordinated Report Conditions—CR#92-2022.

(i) Buildings and Inspections. The patio area must remain the size previously approved by the Prior Lease and associated building improvements. Any expansion of the patio area shall require a new certificate of occupancy and all necessary building, zoning, and historic district approvals before any expansion may occur.

[SIGNATURE PAGES FOLLOW]

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

Broadway Square II, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of **Broadway Square II, LLC**, an Ohio limited liability company, on behalf of the company.

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by _____, the _____ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
My commission expires: _____

Recommended by:

Daniel Betts, Director
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

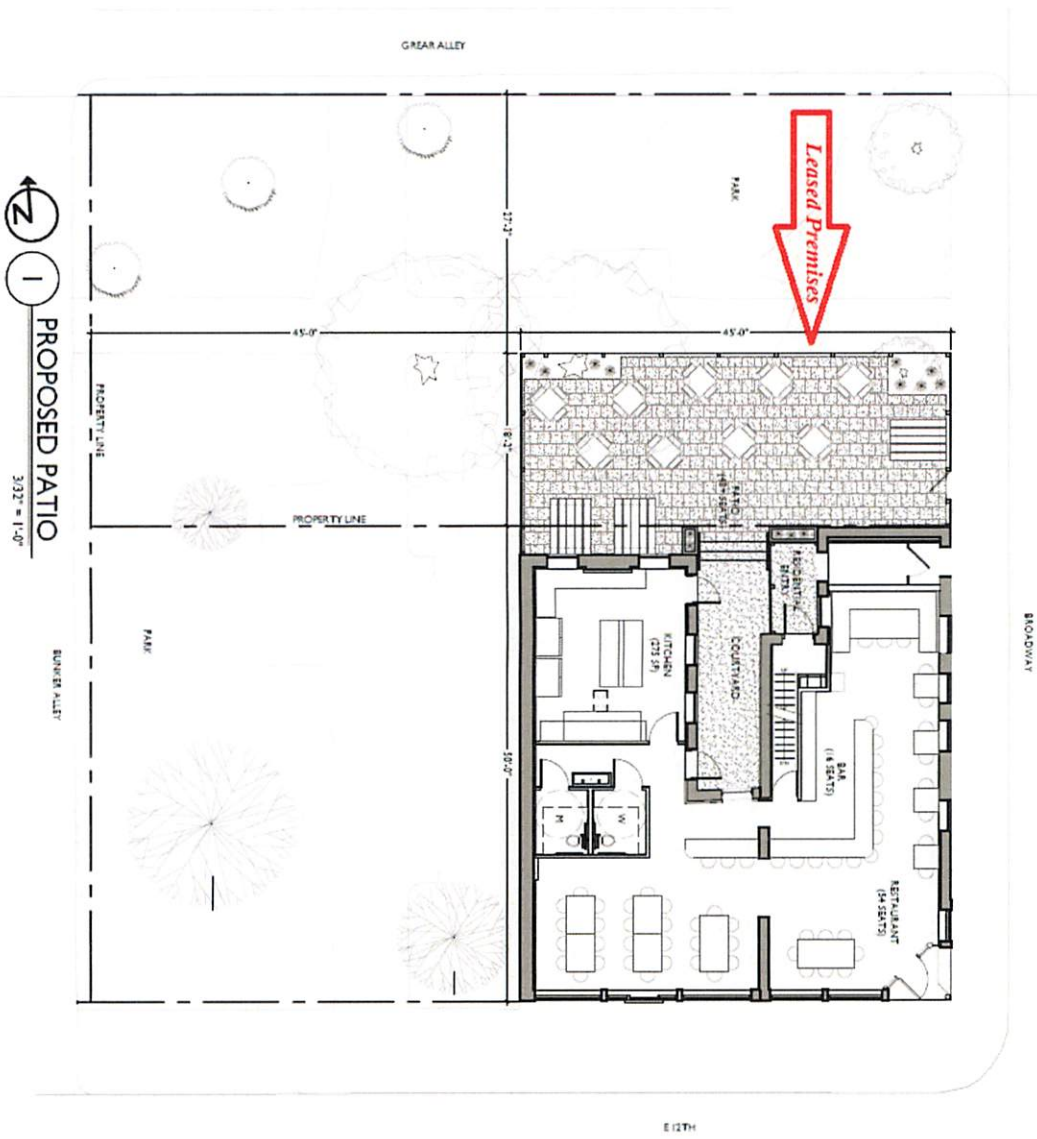
Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

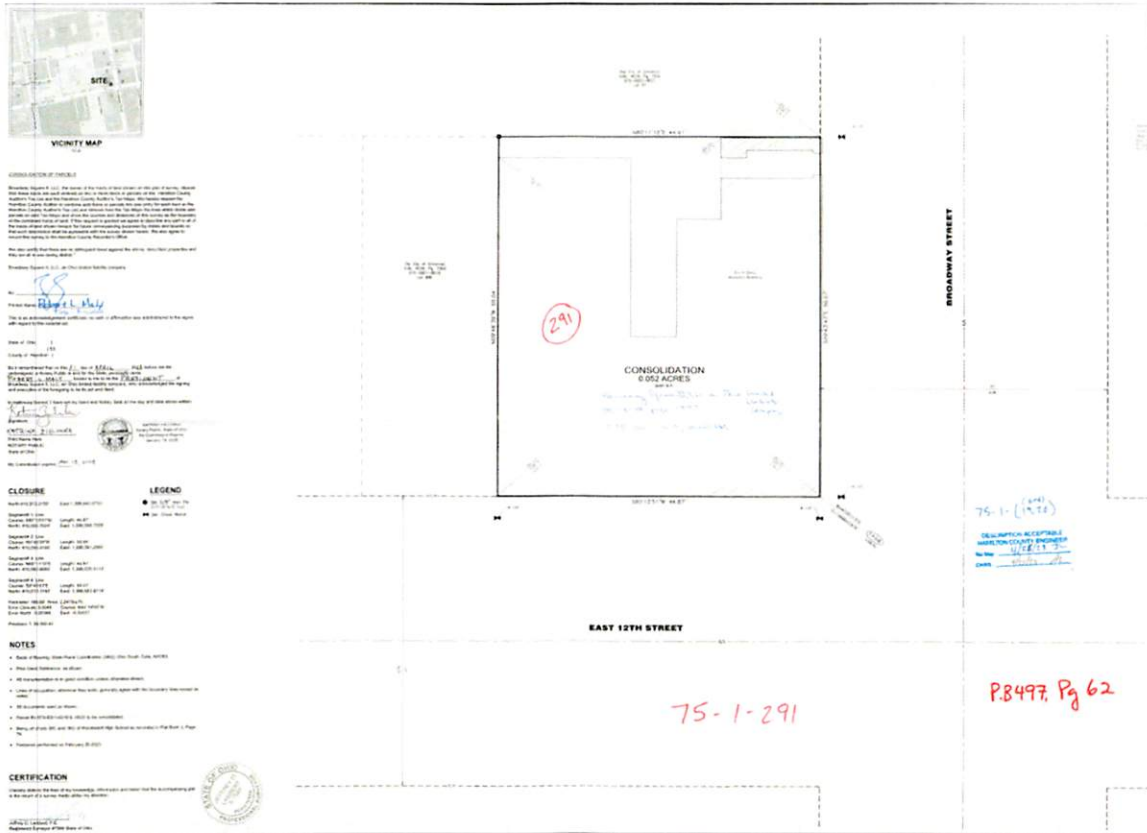
EXHIBIT A
to Lease
Site Plan



TENANT IMPROVEMENT FOR:
1201 BROADWAY
BOOMTOWN BISCUIT BAR

PLATTE
architecture + design
202 W. ELDER ST. SUITE 400 CINCINNATI, OH 45202

EXHIBIT B to Lease Survey



Contract No. _____

Property: portion of 12th & Broadway Rec Area at
332-334 East 12th St & 1205-1209 Broadway
for use as outdoor restaurant patio

LEASE

This Lease is made and entered into by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Lease is 805 Central Avenue, Suite 800, Cincinnati, OH 45202, Attention: Recreation (the "**City**"), and **Broadway Square II, LLC**, an Ohio limited liability company, the address of which is 1826 Race Street, Cincinnati, OH 45202 ("**Lessee**").

Recitals:

A. The City owns the land located at 332-334 East 12th Street and 1205-1209 Broadway in Pendleton as shown on Exhibit A (*Site Plan*) hereto (the "**Property**"), which is under the management and control of the Cincinnati Recreation Commission ("**CRC**").

B. Lessee, or an affiliate entity thereof, has redeveloped the adjacent property known as Broadway Square, which includes a restaurant at the property shown on Exhibit B (*Survey*), and in connection therewith desires to lease a portion of the Property shown on Exhibit A (the "**Leased Premises**") for use of an outdoor restaurant patio (the patio and other improvements constructed or installed by Lessee on the Leased Premises, including without limitation pavement, lighting, fencing, landscaping and signage, being referred to herein as the "**Leasehold Improvements**").

C. Lessee, or an affiliate entity thereof, has leased the Leased Premises since November 30, 2017, pursuant to a *Lease* by and between the City and Lessee or its affiliate (the "**Prior Lease**"). The Prior Lease expired on November 29, 2022; however, Lessee has continued to use the Leased Premises on a month-to-month basis since that time.

D. CRC approved the lease of the Leased Premises to Lessee at its meeting on September 19, 2023.

E. The City's Real Estate Services Division has determined that the fair market rental value of the Leased Premises, as determined by appraisal, is approximately \$1,175 per year, which Lessee has agreed to pay.

F. The City has determined that eliminating competitive bidding in connection with the City's lease of the Leased Premises is in the best interest of the public because the City desires to lease the Leased Premises to Lessee to enhance Lessee's Broadway Square development project, for the benefit of the City and its residents.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Leased Premises to Lessee at its meeting on November 17, 2017, and Lessee has been in continuous possession of the Leased Premises pursuant to the terms of the Prior Lease; therefore, this Lease does not constitute a change in use of City property.

H. Cincinnati City Council authorized the execution of this Lease by Ordinance No. [____]-2023, passed on [____], 2023.

NOW THEREFORE, the parties hereby agree as follows:

1. **Grant.** The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth therein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions, and other matters of record affecting the Leased Premises. The City makes no representations or warranties concerning the title, condition, or characteristics of the Leased Premises or the suitability or fitness of the Leased

Premises for any purpose. Lessee acknowledges and agrees that it 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. Lessee shall accept the Leased Premises in "as is," "where is" condition with all faults and defects, known or unknown.

2. Term.

(A) Term. The term ("**Term**") of this Lease shall be one (1) year and shall commence the Effective Date (the "**Commencement Date**") and, unless extended or sooner terminated as herein provided, shall expire on the one year anniversary thereof.

(B) Automatic Renewals. If neither party notifies the other party in writing (which notice shall be given at least 60 days prior to the date that the Term of this Lease would otherwise to expire) that such party does NOT wish to extend the Term for an additional period of one (1) year, the Term of this Lease shall automatically be extended for up to four (4) successive periods of one (1) year each. Annual rent payable by Lessee during each renewal period shall be as set forth in section 3 below. As used herein, the "Term" of this Lease means the initial Term and, if applicable, the renewal periods.

3. Rent.

(A) Initial Term. On the Commencement Date, Lessee shall pay to the City **\$1,175** as annual base rent for the Leased Premises for the initial Term of this Lease.

(B) Renewal Periods. If the Term is extended under paragraph 2(B) above, annual base rent for each renewal period shall increase by **\$50.00**. Rent for each renewal period shall be due and payable no later than the first day of each renewal period.

(C) Late Charge. If the Term of this Lease is terminated prior to the scheduled expiration date, the City shall not be required to refund any portion of the prepaid rent to Lessee. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing. If any payment hereunder is not paid when due, a late charge in the amount of 5.0% of the amount past due, or \$100, whichever is greater, shall automatically become due and payable, and the past due amount shall accrue interest at the rate of 12% until paid in full.

4. Permitted Use. Lessee shall use the Leased Premises for the following purpose and for no other purpose: as an outdoor restaurant patio. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, regulations and other governmental requirements of governmental authorities having jurisdiction and shall abide by such reasonable rules and regulations governing Lessee's use of the Leased Premises as may from time to time be communicated to Lessee by CRC. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee's operating hours for the outdoor restaurant patio must be approved by CRC. Lessee shall take steps to limit music and other noise as directed by CRC.

5. Utilities; Real Estate Taxes; Other Expenses. During the Term of this Lease, Lessee shall pay (i) any and all utility expenses associated with the Leased Premises, (ii) any and all real estate taxes and assessments levied against the Leased Premises as the result of Lessee's use of the Leased Premises, and (iii) any and all other operating expenses associated with the Leased Premises. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

6. Maintenance and Repairs. Lessee shall, at its sole expense, keep and maintain the Leased Premises, including the Improvements, in good, safe, orderly, sanitary, and clean condition and repair. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises or the Improvements caused by fire or other casualty, Lessee shall promptly repair such damage at its sole expense. Lessee shall be solely responsible for all sweeping and

snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or the improvements thereon.*

7. Construction of Improvements; Alterations & Signs.

(A) Alterations. Lessee shall be permitted to construct the Improvements solely in accordance with professionally prepared plans and specifications to be prepared by Lessee and approved in writing by CRC prior to the commencement of construction. Lessee shall not install or alter any other signs, fences, walls, walkways, curbs, structures, or lighting or make any other improvements or alterations to the Leased Premises, or change the existing grade of the Leased Premises, without first obtaining the written approval of CRC. Lessee shall obtain all necessary permits and other approvals from the City prior to constructing the Improvements.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Cincinnati Bell, Duke Energy, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises for the maintenance, repair, modification, and replacement thereof or addition thereto. CRC shall also have the right to enter upon the Leased Premises at any time for inspection and all other reasonable purposes. Lessee shall not construct any structures or other improvements above any existing utility lines within the Leased Premises that would interfere with the operation or maintenance thereof. If Lessee constructs any improvements within the Leased Premises or undertakes any other action that interfere with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City shall be permitted to take all actions reasonably necessary to eliminate such interference. The City shall not be responsible for any damage to the Leased Premises or the Improvements resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises. In the event of damage to utility lines or other utility facilities located within or near the Leased Premises resulting from Lessee's use of the Leased Premises, Lessee shall be liable for all costs associated with the repair or replacement thereof, which amount shall be payable within thirty (30) days after Lessee receives written notice of the amount thereof accompanied by documentation substantiating such amount.

(C) Trees. If there are public trees within or near the Leased Premises at any time, Lessee shall obtain a public tree work permit before performing any work within fifteen (15) feet of a public tree. Lessee shall obtain the approval of CRC prior to removing any trees.

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

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

8. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Lessee shall maintain 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 of Cincinnati as an additional insured, and such additional insurance as CRC or the City's Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. Lessee shall also maintain property insurance on the Improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(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 shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how such loss or damage is caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by carrying adequate insurance.

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

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

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

11. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term, then, at the City's option, such holdover shall create a tenancy at will, on the same terms and conditions as set forth in this Lease except that rent payable during such tenancy shall be equal to two hundred percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. Lessee shall surrender to the City all Improvements to the Leased Premises made by or for Lessee during the Term except such improvements, if any, that CRC expressly designates be removed. If Lessee fails to timely remove improvements that CRC designates for removal, such improvements shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard, or otherwise dispose of such improvements, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand.

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13. Additional Coordinated Report Conditions—CR#92-2022.

(i) Buildings and Inspections. The patio area must remain the size previously approved by the Prior Lease and associated building improvements. Any expansion of the patio area shall require a new certificate of occupancy and all necessary building, zoning, and historic district approvals before any expansion may occur.

[SIGNATURE PAGES FOLLOW]

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

Broadway Square II, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of **Broadway Square II, LLC**, an Ohio limited liability company, on behalf of the company.

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Recommended by:

Daniel Betts, Director
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

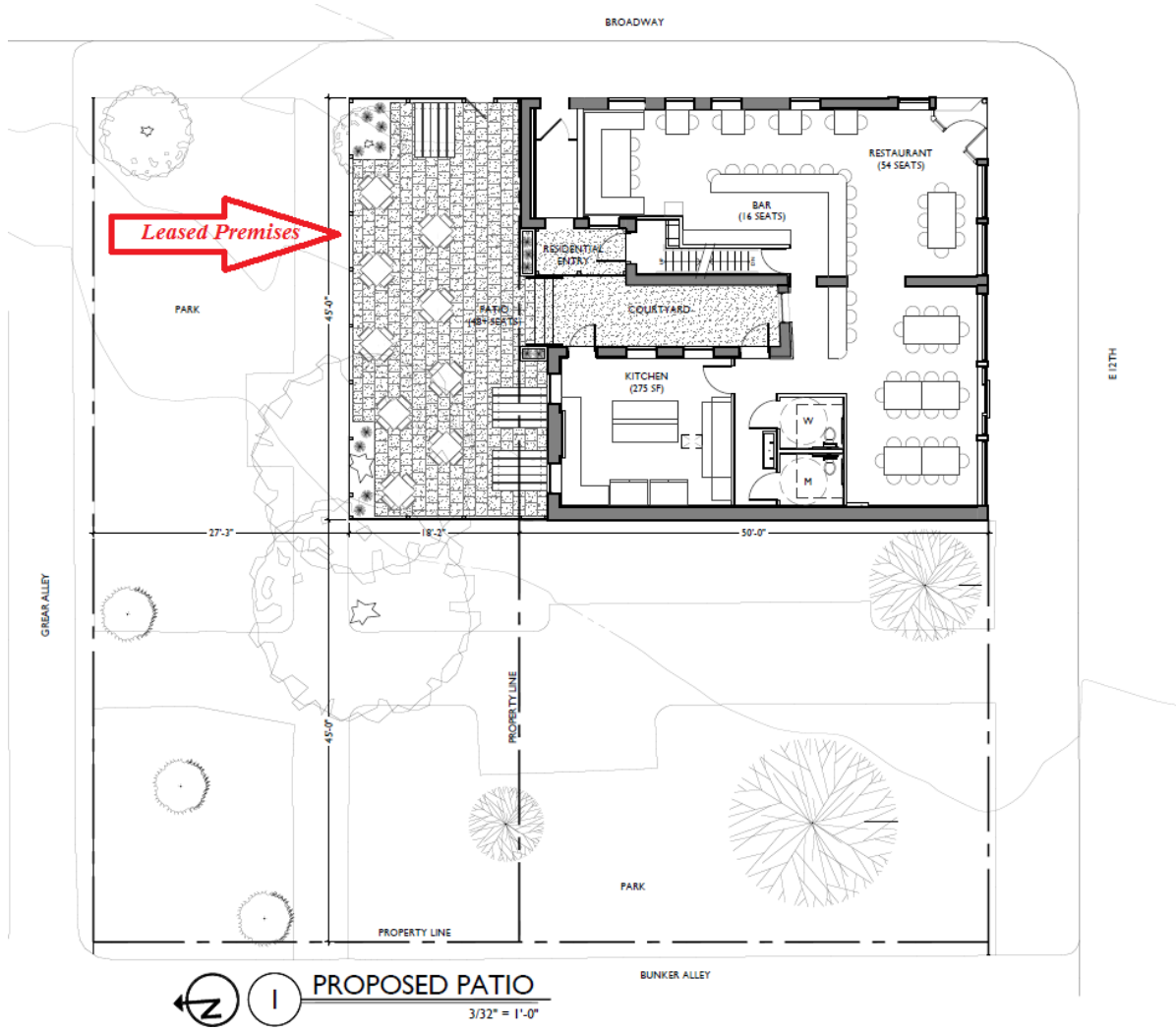
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Lease

Site Plan



PLATTE
architecture + design
202 W. ELDER ST. SUITE 400 CINCINNATI, OH 45202

TENANT IMPROVEMENT FOR:
1201 BROADWAY
BOOMTOWN BISCUIT BAR

November 1, 2023

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: Ordinance – Lease of Property at 12th Broadway to Model Group’s Affiliate

202302287

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a Lease Agreement with Broadway Square II, LLC pursuant to which the City will lease for a term of up to five years a portion of City-owned property located at 1205-1209 Broadway in Over-the-Rhine. Lease of 1205-1209 Broadway in OTR (Broadway Square II LLC/The Model Group)
o The term of the lease is only 5 years at \$1,175 per year

The Administration recommends passage of this Ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission

Date: November 1, 2023

To: Mayor and Members of City Council 202302297
From: Sheryl M. M. Long, City Manager
Subject: **ORDINANCE – ACCEPTING AND CONFIRMING THE DEDICATION OF A PORTION OF MOERLEIN AVENUE**

Attached is an ordinance captioned as follows:

ACCEPTING AND CONFIRMING the dedication to public use of an approximately 0.005-acre tract of real property as a portion of the Moerlein Avenue public right-of-way for street purposes in the CUF neighborhood of Cincinnati.

Moerlein Properties LLC has dedicated to public use an approximately 0.005-acre tract of real property as a portion of the Moerlein Avenue public right-of-way for street purposes in the CUF neighborhood of Cincinnati. The City Manager recommends passage of this ordinance to allow for the dedication and acceptance of this parcel as additional right-of-way for Moerlein Avenue.

The City Engineer has examined and checked the dedication plat as to its technical features and found it to be correct.

The City Planning Commission approved the dedication plat at its meeting on August 18, 2023.

The Administration recommends passage of the attached ordinance.

Attachment I – Dedication Plat

Attachment II – Legal Description

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

City of Cincinnati

CHM

EESW

An Ordinance No. _____

- 2023

ACCEPTING AND CONFIRMING the dedication to public use of an approximately 0.005-acre tract of real property as a portion of the Moerlein Avenue public right-of-way for street purposes in the CUF neighborhood of Cincinnati.

WHEREAS, Moerlein Properties LLC, an Ohio limited liability company (“Developer”), by and through its duly authorized representative, has dedicated to public use an approximately 0.005-acre tract of real property (“Dedication Property”) as a portion of the Moerlein Avenue public right-of-way for street purposes by a plat attached to this ordinance as Attachment A and incorporated herein by reference (“Dedication Plat”); and

WHEREAS, Peter E. Koenig, a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney’s Certificate of Title dated July 13, 2023, certifying that Developer holds title to the Dedication Property depicted on the Dedication Plat in fee simple, with full power to convey, subject to certain encumbrances, including real estate taxes not yet due and payable, and that the Law Department’s Real Estate Services Division has reviewed the encumbrances and Dedication Plat and found that Developer has made satisfactory provision for the subordination of the encumbrances and payment of all real estate taxes and assessments; and

WHEREAS, the office of the City Engineer has examined and checked the Dedication Plat as to its technical features and found it to be correct; and

WHEREAS, the City Planning Commission approved the Dedication Plat and the dedication of the additional portions of Moerlein Avenue to public use as public right-of-way for street purposes at its meeting on August 18, 2023; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the City’s Department of Transportation and Engineering, recommends that Council accept and confirm the dedication of the Dedication Property as portions of the Moerlein Avenue public right-of-way for street purposes; now, therefore,

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

Section 1. That the dedication to public use of an approximately 0.005-acre tract of real property (“Dedication Property”) in CUF as a portion of the Moerlein Avenue public right-of-way for street purposes, as depicted on the plat attached to this ordinance as Attachment A and incorporated herein by reference (“Dedication Plat”) and described below and on the legal

description attached to this ordinance as Attachment B and incorporated herein by reference is hereby accepted and confirmed. The Dedication Property is more particularly described as follows:

Situated in the State of Ohio, County of Hamilton, Millcreek Township, City of Cincinnati, in Section 13, Town 3, Fractional Range 2, Symmes' Purchase, and being a 0.005 acre portion of Lot No. 23, as shown upon the plat entitled Estate of John Smith Subdivision of part of block 1 of Barr, Graham & Lewis Subdivision, of record in Plat Book 2, Page 281, said portion of Lot 23 having been conveyed, as part of a 1.344 acre tract of land, to Moerlein Properties LLC, by deed of record in Official Record 14942, Page 1193, all records referenced to the Recorder's Office, Hamilton County, Ohio, said tract bounded and described as follows:

Beginning at an iron pin found (bent) in the easterly right-of-way line of Moerlein Avenue (50 feet in width), in the northerly line of said tract conveyed to Moerlein Properties LLC, and at the southwesterly corner of Lot 25, as shown upon the plat entitled Adeline L. Brashear's Heirs Subdivision of Part 1 of Block 1 of Barr, Graham & Lewis Subdivision, of record in Plat Book 8, Volume 2, Page 11, said pin being S 15° 38' 32" W a distance of 98.87 feet from a point at the intersection of the westerly right-of-way line of Moerlein Avenue with the southerly right-of-way line of McMillan Street (60 feet in width), said point being referenced by a 1" Solid found northwesterly a distance of 0.57 feet;

thence S 15° 38' 32" W along the easterly right-of-way line of Moerlein Avenue and crossing said Lot 23 a distance of 150.00 feet to a 5/8" iron pin set in the northerly right-of-way line of Lyon Street (36 feet in width) and in the southerly line of said Lot 23;

thence N 83° 52' 34" W along a portion of the northerly right-of-way line of Lyon Street and along a portion of the southerly line of said Lot 23 a distance of 1.64 feet to a 1/2" solid found at the southwest corner of said 1.344-acre tract conveyed to Moerlein Properties LLC;

thence N 15° 38' 32" E along the westerly line of said 1.344-acre tract conveyed to Moerlein Properties LLC a distance of 150.00 feet to an iron pin found (bent, 0.4' westerly) at the northwest corner of said 1.344-acre tract conveyed to Moerlein Properties LLC;

thence S 83° 52' 34" E along a portion of the northerly line of said 1.344-acre tract conveyed to Moerlein Properties LLC a distance of 1.64 feet to the place of beginning; containing 253 square feet (= 0.005 acre) of land, more or less, and being subject to all highways, easements, restrictions of record. The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, ofV3

Companies, Ltd., (formerly Bird+Bull, Inc.) Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey, performed under his supervision, in March 2021. 5/8" iron pin set are 30" in length with a plastic cap stamped "V3CO.COM". Basis of bearings is the centerline of McMillan Street, being N 83° 52' 34" E, derived from VRS observations referencing monument, PID designation of DH9007 and CORSID of KYBO, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including without limitation the execution of all any and all ancillary agreements, deeds, plats, or other real estate documents, as deemed necessary or appropriate by the City Manager.

Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance to be filed with the Hamilton County, Ohio Auditor's Office and recorded in the Hamilton County, Ohio Recorder's Office.

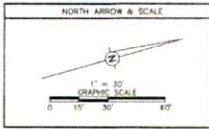
Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

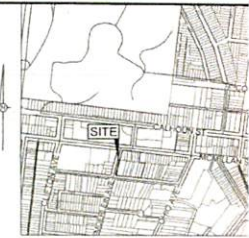
Attest: _____
Clerk

ATTACHMENT A



MOERLEIN AVENUE DEDICATION PLAT

SECTION 13, TOWN 3, FRACTIONAL RANGE 2, SYMMES' PURCHASE
MILLCREEK TOWNSHIP,
CITY OF CINCINNATI, HAMILTON CO., OHIO
0.005 ACRE



LOCATION MAP
NO SCALE

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, in Section 13, Town 3, Fractional Range 2, Symmes' Purchase, and being a 0.005 acre portion of Lot No. 23, as shown upon the plat entitled Estate of John Smith Subdivision of part of block 1 of Barr, Gramam & Lewis Subdivision, of record in Plat Book 2, Page 281, said portion of Lot 23 having been conveyed, as part of a tract of land in Moerlein Properties, LLC, by deed of record in Official Record 18482, Page 1193, all records referenced to the Recorder's Office, Hamilton County, Ohio.

The undersigned, MOERLEIN PROPERTIES LLC, an Ohio limited liability company, owner of the land platted herein, being duly authorized in the premises, does hereby certify that this plat correctly represents its "MOERLEIN AVENUE DEDICATION PLAT", a dedication of a portion of Moerlein Avenue for public use for street purposes, and does hereby accept this plat of same and dedicates to the City of Cincinnati as such all or parts of the Road shown hereon and not heretofore dedicated. We also guarantee the payment of all taxes and assessments that are a lien on said property on the date of acceptance.

In Witness Whereof, MOERLEIN PROPERTIES LLC, an Ohio limited liability company, by Richard H. Kirk, Manager, has hereunto set his hands this 30th day of July, 2023.

MOERLEIN PROPERTIES LLC
an Ohio limited liability company,
150 East Broad Street,
Columbus, Ohio 43215

Richard H. Kirk, Manager, Authorized Signatory
William D. Kirk, Authorized Signatory

Before me, a Notary Public in and for said State, personally appeared Richard H. Kirk, Manager of MOERLEIN PROPERTIES LLC, an Ohio limited liability company, who acknowledged the signing of the foregoing instrument to be their free and voluntary act and deed and the free and voluntary act and deed of MOERLEIN PROPERTIES LLC, for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 30th day of July, 2023.



Notary Public, State of Ohio
County of Franklin

The undersigned Mortgagee pursuant to mortgage filed of record in O.R. 14447, Pg. 1027, Recorder's Office, Hamilton County, Ohio, does hereby consent to and accept this plat.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 7th day of July, 2023.

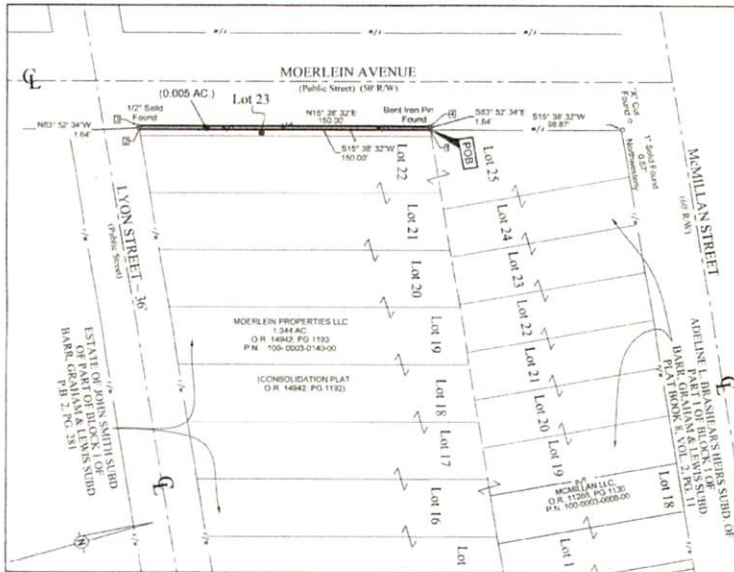
WEBBANCO BANK, INC.
a West Virginia banking corporation

By: [Signature]

Surveyed and Platted By
V3 COMPANIES, LTD.
Consulting Engineers & Surveyors
550 Polaris Parkway, Suite 250
Westerville, Ohio 43082

We do hereby certify that we have surveyed the above premises and prepared the attached plat and that said plat is correct. All measurements are shown in feet and decimal parts thereof. Dimensions along curves are chord measurements unless otherwise indicated. 5/8" Iron Pins 3/4" long, set with yellow plastic caps stamped "V3CO.COM", unless otherwise shown, and are indicated by the following symbol: —○—

BASIS OF BEARINGS. Basis of bearings is the centerline of McMillan Street, being N 83° 52' 34" E, derived from VRS observations referencing monument, PID designation of DH907 and CORS, ID of KY102, Ohio South Zone, NAD 83 (2011 Ad), and all other bearings are based upon this meridian.



PLANNING COMMISSION APPROVAL
The dedication of the portion of Moerlein Avenue, as dedicated hereon, was approved by the Cincinnati City Planning Commission on _____, 2023.

Approved this _____ day of _____, 2023
Katherine Keough-Jurs
Director, Department of City Planning & Engagement

Approved this _____ day of _____, 2023
Sewer Chief Engineer
Metropolitan Sewer District of Greater Cincinnati

Approved this _____ day of _____, 2023
City of Cincinnati, Stormwater Utility Management Eng

Approved this _____ day of _____, 2023
City Engineer
Department of Transportation Engineering

Approved this _____ day of _____, 2023
Assistant City Solicitor

The dedication of the portion of Moerlein Avenue, as depicted hereon, is accepted by Cincinnati City Council by Ordinance No. _____ passed by the Cincinnati City Council on _____.

City of Cincinnati Clerk of Council

The Owners of all Properties shown hereon shall be subject to all applicable sewer charges, assessments, tap-in charges, or fees which have been or may be established by the Board of County Commissioners, Hamilton County, Ohio.

No part of any driveway approach within the Roadway right-of-way shall be installed closer than five (5) feet to any inlet, utility pole, street light pole, traffic control device, guy wire or fire hydrant.

- NOTES**
1. Source Documents are as noted.
 2. Occupation, in general fits survey.
 3. Monumentation used as shown and in general good condition unless otherwise noted.

ROW Dedication 0.005 Acre for Moerlein Avenue
Total 0.005 Acre for RW Dedication

Total Site Area 0.005 Acres

Point Table			
Point #	Northing	Easting	Description
1	416885.86	1396324.27	Barr Iron Pin Found
2	416841.41	1396283.83	Barr Iron Pin Found
3	416841.59	1396282.22	1/2" Steel Flag
4	416885.03	1396322.64	5/8" Iron Pin Set

By: Kevin L. Baxter 6/30/23
Kevin L. Baxter - Ohio Professional Surveyor No. 7697 Date:



MOERLEIN AVENUE
DEDICATION PLAT

F:\Users\2021\Documents\Drawings\MOERLEIN\MOERLEIN_V3\MOERLEIN_V3.dwg, 06/30/2023

ATTACHMENT B

June 23, 2023

**DESCRIPTION OF A 0.005 ACRE PORTION OF RIGHT-OF-WAY
ALONG MOERLEIN AVENUE, BETWEEN McMILLAN STREET & LYON STREET,
CITY OF CINCINNATI, MILLCREEK TOWNSHIP, HAMILTON CO., OHIO**

Situated in the State of Ohio, County of Hamilton, Millcreek Township, City of Cincinnati, in Section 13, Town 3, Fractional Range 2, Symmes' Purchase, and being a 0.005 acre portion of Lot No. 23, as shown upon the plat entitled Estate of John Smith Subdivision of part of block 1 of Barr, Graham & Lewis Subdivision, of record in Plat Book 2, Page 281, said portion of Lot 23 having been conveyed, as part of a 1.344 acre tract of land, to Moerlein Properties LLC, by deed of record in Official Record 14942, Page 1193, all records referenced to the Recorder's Office, Hamilton County, Ohio, said tract bounded and described as follows:

Beginning at an iron pin found (bent) in the easterly right-of-way line of Moerlein Avenue (50 feet in width), in the northerly line of said tract conveyed to Moerlein Properties LLC, and at the southwesterly corner of Lot 25, as shown upon the plat entitled Adeline L. Brashear's Heirs Subdivision of Part 1 of Block 1 of Barr, Graham & Lewis Subdivision, of record in Plat Book 8, Volume 2, Page 11, said pin being S 15° 38' 32" W a distance of 98.87 feet from a point at the intersection of the westerly right-of-way line of Moerlein Avenue with the southerly right-of-way line of McMillan Street (60 feet in width), said point being referenced by a 1" Solid found northwesterly a distance of 0.57 feet;

thence S 15° 38' 32" W along the easterly right-of-way line of Moerlein Avenue and crossing said Lot 23 a distance of 150.00 feet to a 5/8" iron pin set in the northerly right-of-way line of Lyon Street (36 feet in width) and in the southerly line of said Lot 23;

thence N 83° 52' 34" W along a portion of the northerly right-of-way line of Lyon Street and along a portion of the southerly line of said Lot 23 a distance of 1.64 feet to a 1/2" solid found at the southwest corner of said 1.344 acre tract conveyed to Moerlein Properties LLC;

thence N 15° 38' 32" E along the westerly line of said 1.344 acre tract conveyed to Moerlein Properties LLC a distance of 150.00 feet to an iron pin found (bent, 0.4' westerly) at the northwest corner of said 1.344 acre tract conveyed to Moerlein Properties LLC;

thence S 83° 52' 34" E along a portion of the northerly line of said 1.344 acre tract conveyed to Moerlein Properties LLC a distance of 1.64 feet to the place of beginning;

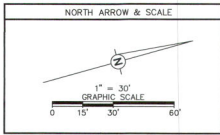
containing 253 square feet (= 0.005 acre) of land, more or less, and being subject to all highways, easements, restrictions of record.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd., (formerly Bird+Bull, Inc.) Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey, performed under his supervision, in March, 2021. 5/8" iron pin set are 30" in length with a plastic cap stamped "V3CO.COM". Basis of bearings is the centerline of McMillan Street, being N 83° 52' 34" E, derived from VRS observations referencing monument, PID designation of DH9007 and CORS_ID of KYBO, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

Kevin L. Baxter

Kevin L. Baxter
Ohio Surveyor #7697





MOERLEIN AVENUE DEDICATION PLAT

SECTION 13, TOWN 3, FRACTIONAL RANGE 2, SYMMES' PURCHASE
MILLCREEK TOWNSHIP,
CITY OF CINCINNATI, HAMILTON CO., OHIO
0.005 ACRE



LOCATION MAP
NO SCALE

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In Witness Whereof, MOERLEIN PROPERTIES LLC, an Ohio limited liability company, by *Richard H. Kirk, Manager*, has hereunto set his hands this 30th day of June, 2023.

MOERLEIN PROPERTIES LLC,
an Ohio limited liability company,
150 East Broad Street,
Columbus, Ohio 43215

By *Richard H. Kirk, Manager*

William B. Kirk, Authorized Signatory
William D. Kirk, Authorized Signatory

Before me, a Notary Public in and for said State, personally appeared *Richard H. Kirk, Manager* of MOERLEIN PROPERTIES LLC, an Ohio limited liability company, who acknowledged the signing of the foregoing instrument to be their free and voluntary act and deed and the free and voluntary act and deed of MOERLEIN PROPERTIES LLC, for the uses and purposes therein expressed.

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Notary Public, State of Ohio
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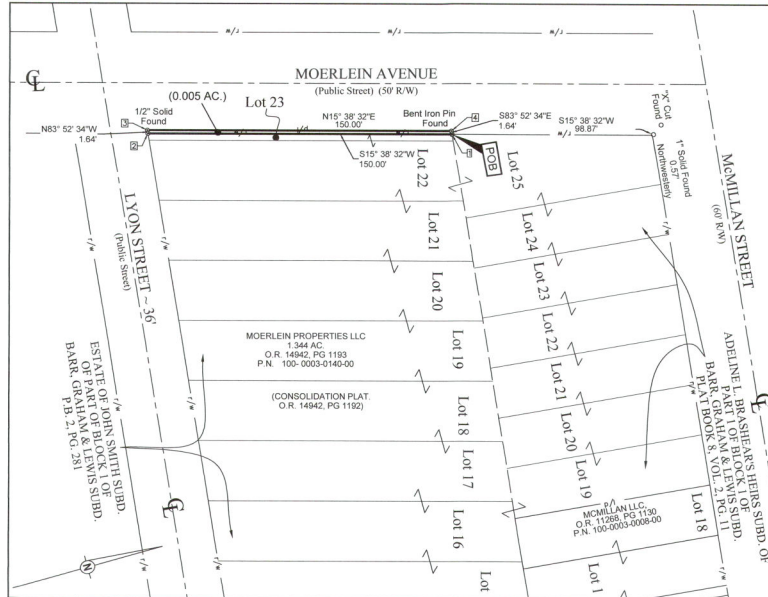
In Witness Whereof, I have hereunto set my hand and affixed my official seal this 7th day of July, 2023.

WESBANCO BANK, INC.
a West Virginia banking corporation

By *D. R. D. exp*

R.O.W. Dedication 0.005 Acre for Moerlein Avenue
Total 0.005 Acre for R/W Dedication

Total Site Area 0.005 Acres



Surveyed and Platted By
V3 COMPANIES, LTD.
Consulting Engineers & Surveyors
550 Polaris Parkway, Suite 250
Westerville, Ohio 43082

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By *Kevin L. Baxter* 6/30/23
Kevin L. Baxter - Ohio Professional Surveyor No. 7697 Date:



PLANNING COMMISSION APPROVAL:
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Approved this ___ day of _____, 2023
Katherine Keough-Jurs
Director, Department of City Planning & Engagement

Approved this ___ day of _____, 2023
Sewer Chief Engineer
Metropolitan Sewer District of Greater Cincinnati

Approved this ___ day of _____, 2023
City of Cincinnati, Stormwater Utility Management Eng

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City Engineer
Department of Transportation Engineering

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Assistant City Solicitor

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City of Cincinnati Clerk of Council

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MOERLEIN AVENUE
DEDICATION PLAT

210086

SHEET 1 OF 1

June 23, 2023

**DESCRIPTION OF A 0.005 ACRE PORTION OF RIGHT-OF-WAY
ALONG MOERLEIN AVENUE, BETWEEN McMILLAN STREET & LYON STREET,
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Kevin L. Baxter

Kevin L. Baxter
Ohio Surveyor #7697



October 25, 2023

To: Mayor and Members of City Council 202302263

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance Accepting and Confirming the Grant of Utility Easements in Favor of Duke Energy Ohio, Inc.

Attached is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati.

The attached ordinance accepts and confirms the grant of utility easements in favor of Duke Energy Ohio, Inc. (“Grantee”) for the purpose of replacing existing underground gas pipelines upon portions of real property owned by the City of Cincinnati and managed by the Greater Cincinnati Water Works. The easement areas are more particularly depicted and described in the Grant of Easement attached to this ordinance as Attachment A.

The City Manager, in consultation with the Greater Cincinnati Water Works, has determined that granting the easement to Grantee is not adverse to the City’s retained interest in the property, nor will it interfere with the City’s municipal use of the property.

The collective fair market value of the easements is approximately \$145,217, which Grantee has agreed to pay. The City Planning Commission approved the easements at its meeting on October 20, 2023.

The Administration recommends passage of the attached emergency ordinance.

cc: Cathy B. Bailey, GCWW, Executive Director

EMERGENCY

CHM

- 2023

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Kellogg and Renslar Avenues in the California neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Kellogg and Renslar Avenues in the California neighborhood (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management of Greater Cincinnati Water Works (“GCWW”); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), has requested certain utility easements upon portions of the Properties to upgrade and replace existing underground gas pipelines, as more particularly described and depicted in the Easement; and

WHEREAS, the City Manager, in consultation with the GCWW, has determined that granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding is in the best interest of the City in connection with granting the Easement to Grantee because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement; and

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$145,217, which Grantee has agreed to pay; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by

reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Kellogg and Renslar Avenues in the California neighborhood (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for municipal purposes.

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$145,217, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement 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 Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into the Water Works Fund 101.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

Section 7. 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 for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: North of Renslar Ave between Kellogg Ave
and Linneman St; Haney St; & Reservoir

GRANT OF EASEMENT

In consideration of the sum of \$145,217 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), perpetual, non-exclusive easements to construct, operate, use, patrol, maintain, repair, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), across portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). Grantee shall not enlarge, add-to, or expand the Facilities within the Easement Areas without the prior written consent of Greater Cincinnati Water Works ("**GCWW**"), as more particularly detailed in that certain *Letter Agreement* by and between the parties that is hereby incorporated herein by reference and shall be a part hereof. The parties acknowledge and agree that the contents of the *Letter Agreement*, including the attachments thereto constitute infrastructure records that are exempt from release or disclosure pursuant to Ohio Revised Code Section 149.433. The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor, namely, GCWW and the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"). Grantee shall ensure that Grantor's public utility lines and facilities are not damaged or otherwise disturbed by Grantee's exercise of the rights herein granted and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired. Grantee hereby agrees that it shall perform or shall cause the performance of all excavation and backfill work within the Easement Areas in accordance with GCWW specifications.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with GCWW, has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$145,217, which has been deposited with the Real Estate Services Division.

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on October 20, 2023.

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [____], passed on [____].

The respective rights and duties of Grantor and Grantee under this Grant of Easement are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways, and adjoining public roads where practical as determined by Grantee; provided, however, Grantee shall coordinate with Grantor with respect to its entry and activities upon the Property. Grantor shall have the right to observe all work conducted at the Property.
2. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall restore the surface of the Easement Areas and the Property, as the case may be, to a safe and sightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.
3. Environmental Condition. To the best of Grantor's actual knowledge, without having performed any independent inquiry, investigation, or environmental assessment, the Easement Areas do not contain any hazardous or toxic materials or other environmental contamination.
4. No Obstructions. Grantor shall only place or permit the placement of structures within the Easement Areas that may interfere with Grantee's exercise of its rights hereunder with the prior written consent of Grantee. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the provisions of paragraph 7 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Areas or the Property resulting therefrom. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public

utility infrastructure and associated equipment, appurtenances, or improvements within the Easement Areas.

5. Storing of Dirt. Grantee shall have the right to pile dirt and other material temporarily and to operate equipment upon the surface of the Easement Areas and also on the land immediately adjacent to the Easement Areas not to exceed fifteen (15) feet in width on either side of the Easement Areas, but only during those times when Grantee is constructing, maintaining, repairing, or removing the Facilities.
6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and the Property, including without limitation piping, driveways, signs, and landscaping related to or arising from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a safe and slightly condition and otherwise to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.
7. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
8. Authority to Grant Easements. Grantor represents that it has the necessary authority and title to the Property to grant the Easements to Grantee.
9. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions, and other matters of record affecting the Property.
10. Exhibits. The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A – *Survey Plats*

Exhibit B – *Legal Description—the Property*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the _____ day of _____, 2023.

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
My commission expires: _____

Approved By:

Andrea Yang, Interim Director
Greater Cincinnati Water Works

Approved as to Form:

Assistant City Solicitor

[ORSANCO SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND ACCEPTED BY:
DUKE ENERGY OHIO, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2023

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of **Duke Energy Ohio, Inc.**, an Ohio corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

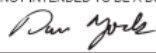
For Grantee's Internal Use:
Line Name/No: _____
R/W Tract No: _____
Job Control# _____
LU# _____
Prep/Chk: RB/ Exec/Rec: _____
Dwg/Fac Ref.: _____

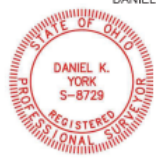
EXHIBIT A
to Grant of Easement
Survey Plat

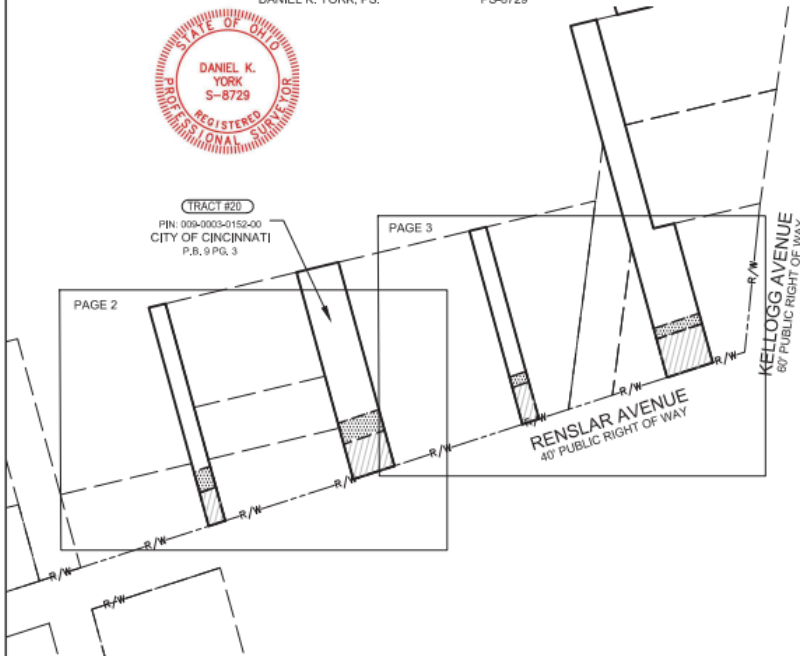
Tract I
Auditor's Parcel No.: 009-0003-0152

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.094	4,095	THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS
TCE	N/A	0.040	1,725	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

CERTIFICATION
I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9, PAGE 3); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 9, PAGE 3; THAT THE RATIO OF PRECISION IS 1:132,140,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO O.R.C. 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO O.R.C. 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 21st DAY OF DECEMBER 2022

 DANIEL K. YORK, PS. PS-8729





LEGEND		NOTES
○ REBAR SET	○ N/F NOW OR FORMERLY DUKE TRACT NUMBER	1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC. 2. AREA BY COORDINATE COMPUTATION METHOD. 3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET. 4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY. 6. SGC ENGINEERING, L.L.C. CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.
● REBAR FOUND	PG. PAGE	
■ CONC. MONUMENT FOUND	D.B. DEED BOOK	
○ COMPUTED POINT (NOT SET)	P.B. PLAN BOOK	
PE PIPELINE EASEMENT	----- SUBJECT PARCEL	
TCE TEMPORARY CONSTRUCTION EASEMENT	----- SUBJECT EASEMENT	
USSE UTILITY STATION SITE EASEMENT	----- R/W STREET RIGHT OF WAY	
POC POINT OF COMMENCEMENT	----- ADJACENT PARCEL	
POB POINT OF BEGINNING	----- EXISTING EASEMENT	
R/W RIGHT OF WAY		



 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)581-4031	DUKE ENERGY OHIO, INC EASEMENT EXHIBIT EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI RENSLAR AVENUE, CINCINNATI HAMILTON COUNTY, OHIO	 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
	SITE #: 114885 REVISION: 1 LAND UNIT: N/A	

Exhibit A (Cont.)

Tract I

Auditor's Parcel No.: 009-0003-0152

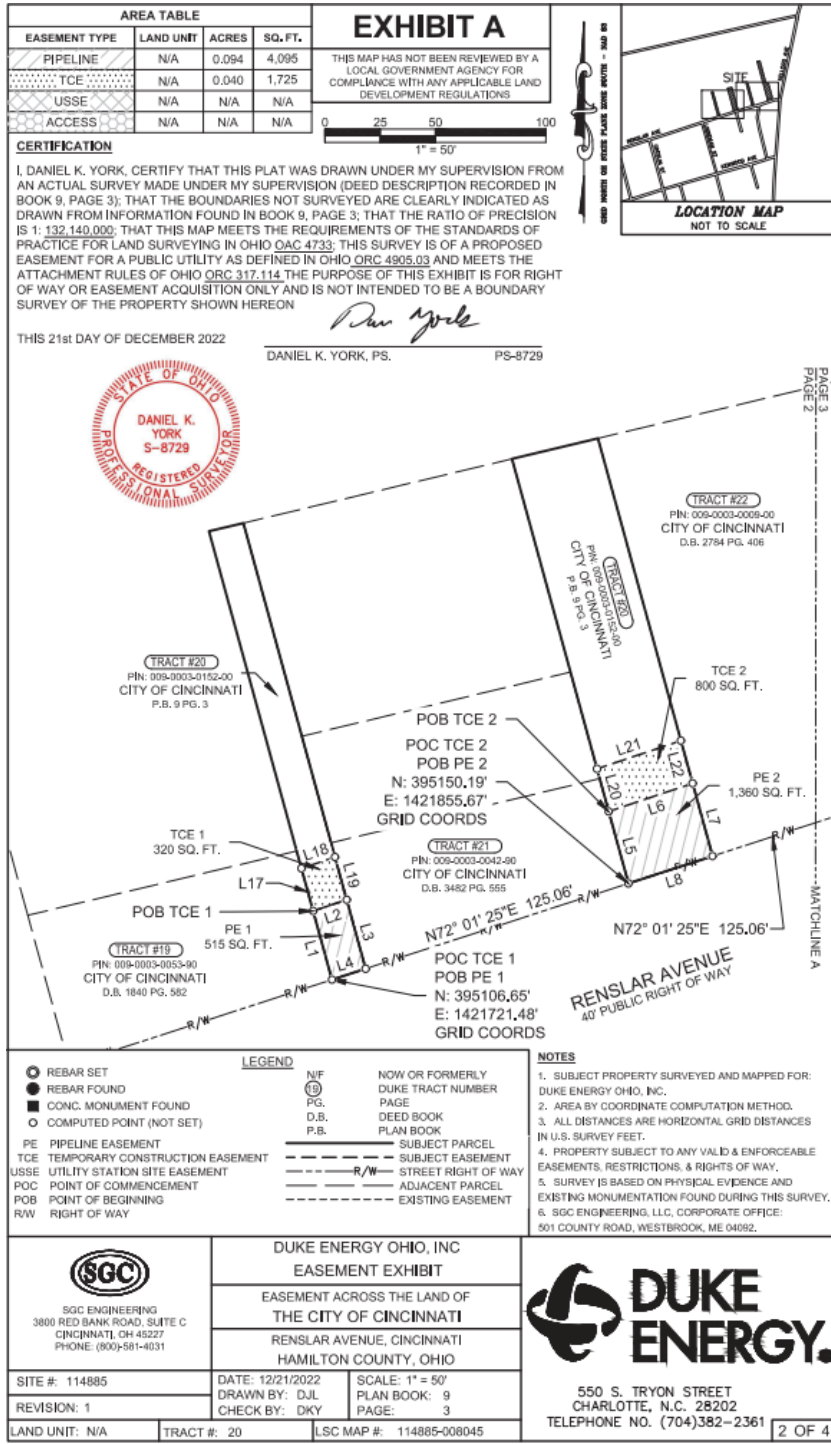


Exhibit A (Cont.)

Tract I

Auditor's Parcel No.: 009-0003-0152

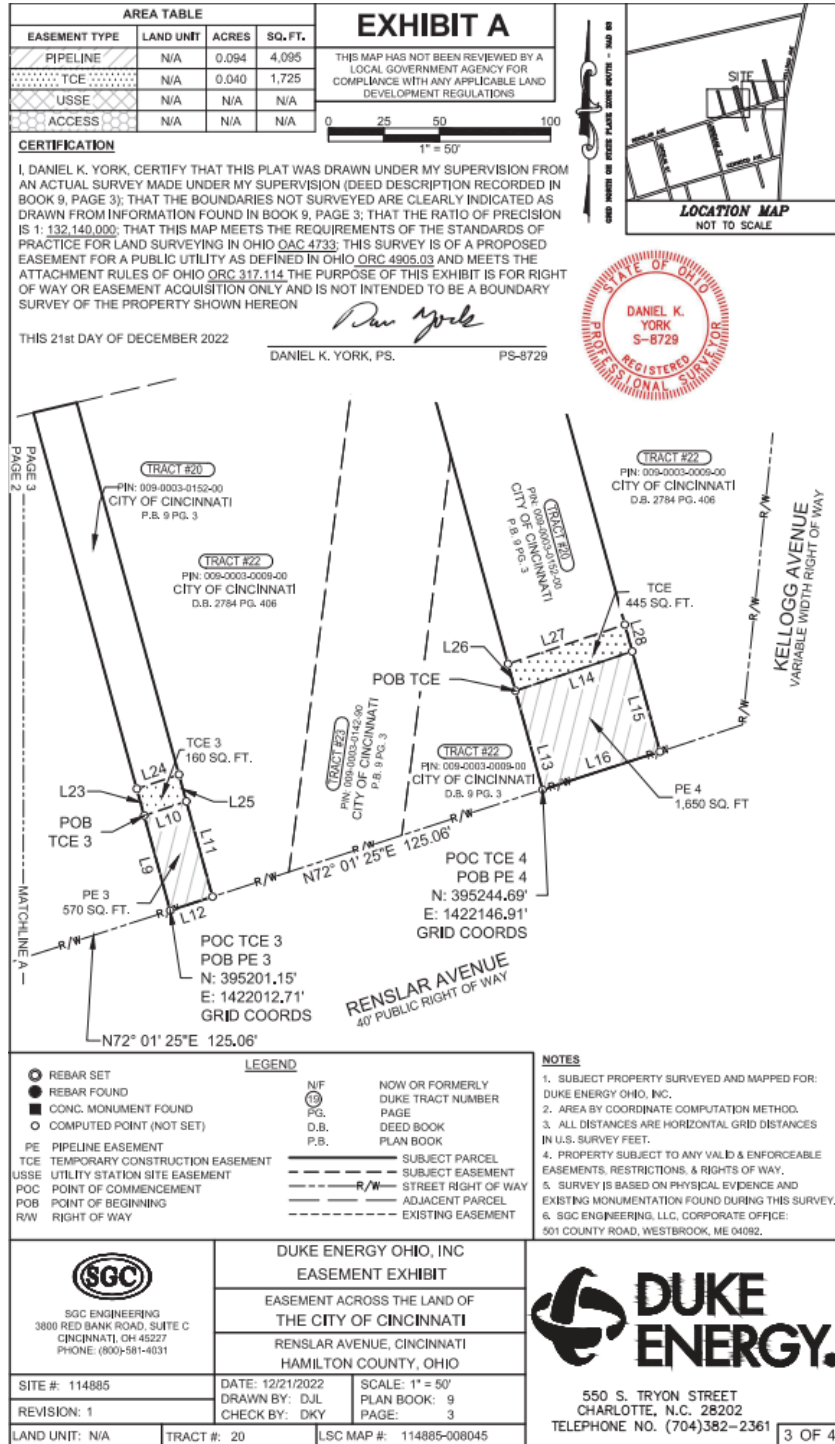


Exhibit A (Cont.)

Tract I

Auditor's Parcel No.: 009-0003-0152

AREA TABLE				EXHIBIT A
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.094	4,095	THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS
TCE	N/A	0.040	1,725	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

CERTIFICATION

I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 9, PAGE 3); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 9, PAGE 3; THAT THE RATIO OF PRECISION IS 1: 132,140,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

Daniel K. York

THIS 21st DAY OF DECEMBER 2022

DANIEL K. YORK, PS. PS-8729

DANIEL K. YORK
S-8729

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N15° 21' 05"W	32.20'	L15	S15° 26' 29"E	37.46'
L2	N71° 24' 41"E	16.03'	L16	S72° 01' 25"W	44.47'
L3	S15° 21' 05"E	32.37'	L17	N15° 21' 05"W	20.03'
L4	S72° 01' 25"W	16.02'	L18	N71° 24' 41"E	16.03'
L5	N15° 21' 05"W	33.71'	L19	S15° 21' 05"E	20.03'
L6	N71° 24' 41"E	40.06'	L20	N15° 21' 05"W	20.03'
L7	S15° 21' 05"E	34.14'	L21	N71° 24' 41"E	40.06'
L8	S72° 01' 25"W	40.04'	L22	S15° 21' 05"E	20.03'
L9	N15° 21' 05"W	35.48'	L23	N15° 21' 05"W	10.02'
L10	N71° 24' 41"E	16.03'	L24	N71° 24' 41"E	16.03'
L11	S15° 21' 05"E	35.65'	L25	S15° 21' 05"E	10.02'
L12	S72° 01' 25"W	16.02'	L26	N15° 21' 05"W	10.02'
L13	N15° 21' 05"W	36.98'	L27	N71° 24' 41"E	44.42'
L14	S71° 24' 41"W	44.44'	L28	S15° 26' 29"E	10.02'

LEGEND		NOTES
<ul style="list-style-type: none"> ○ REBAR SET ● REBAR FOUND ■ CONC. MONUMENT FOUND ○ COMPUTED POINT (NOT SET) PE PIPELINE EASEMENT TCE TEMPORARY CONSTRUCTION EASEMENT USSE UTILITY STATION SITE EASEMENT POC POINT OF COMMENCEMENT POB POINT OF BEGINNING R/W RIGHT OF WAY 	<ul style="list-style-type: none"> N/F NOW OR FORMERLY DUKE TRACT NUMBER ⊙ PAGE D.B. DEED BOOK P.B. PLAN BOOK ----- SUBJECT PARCEL ----- SUBJECT EASEMENT ----- R/W STREET RIGHT OF WAY ----- ADJACENT PARCEL ----- EXISTING EASEMENT 	<ol style="list-style-type: none"> 1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC. 2. AREA BY COORDINATE COMPUTATION METHOD. 3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET. 4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY. 6. SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.
<p style="font-size: x-small;">SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (800)-581-4031</p>	<p>DUKE ENERGY OHIO, INC EASEMENT EXHIBIT</p> <p>EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI</p> <p>RENSLAR AVENUE, CINCINNATI HAMILTON COUNTY, OHIO</p>	<p style="font-size: x-small;">550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361</p>
SITE #: 114885 REVISION: 1 LAND UNIT: N/A	DATE: 12/21/2022 DRAWN BY: DJL CHECK BY: DKY TRACT #: 20	SCALE: NTS PLAN BOOK: 9 PAGE: 3 LSC MAP #: 114885-008045

Exhibit A (Cont.)

Tract II

Auditor's Parcel No.: 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)

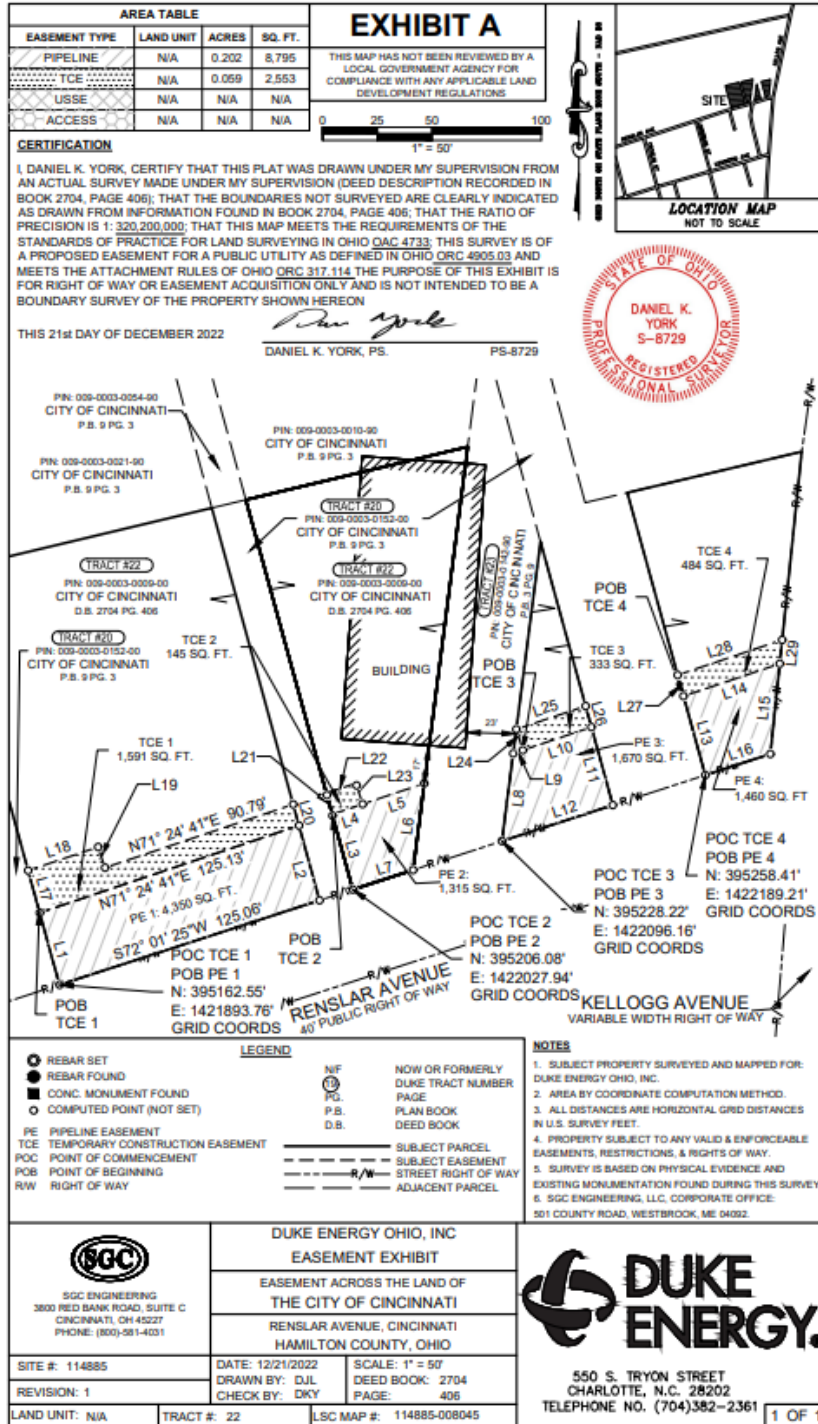


Exhibit A (Cont.)

Tract II

Auditor's Parcel No.: 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)

AREA TABLE				EXHIBIT A <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>
EASEMENT TYPE	LAND UNIT	ACRES	SQ. FT.	
PIPELINE	N/A	0.202	8,795	
TCE	N/A	0.080	3,465	
USSE	N/A	N/A	N/A	
ACCESS	N/A	N/A	N/A	

CERTIFICATION

I, DANIEL K. YORK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2704, PAGE 406); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2704, PAGE 406; THAT THE RATIO OF PRECISION IS 1: 320,200,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114 THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 21st DAY OF DECEMBER 2022

DANIEL K. YORK, PS

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N15° 21' 05"W	34.14'	L16	S72° 01' 25"W	31.29'
L2	S15° 21' 05"E	35.48'	L17	N15° 21' 05"W	20.03'
L3	N15° 21' 05"W	35.65'	L18	S15° 21' 05"E	20.03'
L4	N71° 24' 41"E	14.71'	L19	N15° 21' 05"W	10.02'
L5	N71° 24' 41"E	29.74'	L20	N71° 24' 41"E	14.25'
L6	S7° 21' 29"W	39.92'	L21	S17° 59' 09"E	10.00'
L7	S72° 01' 25"W	29.00'	L22	N17° 06' 28"W	10.00'
L8	N7° 21' 29"E	40.43'	L23	N71° 24' 41"E	33.44'
L9	N71° 24' 41"E	4.61'	L24	S15° 21' 05"E	10.02'
L10	N71° 24' 41"E	33.14'	L25	N15° 26' 29"W	10.02'
L11	S15° 21' 05"E	36.98'	L26	N71° 24' 41"E	50.45'
L12	S72° 01' 25"W	53.35'	L27	S5° 55' 35"W	10.99'
L13	N15° 26' 29"W	37.48'			
L14	N71° 24' 41"E	46.44'			
L15	S5° 55' 35"W	41.47'			

LEGEND		NOTES
<ul style="list-style-type: none"> ● REBAR SET ● REBAR FOUND ● CONC. MONUMENT FOUND ○ COMPUTED POINT (NOT SET) PE PIPELINE EASEMENT TCE TEMPORARY CONSTRUCTION EASEMENT POC POINT OF COMMENCEMENT PBB POINT OF BEGINNING R/W RIGHT OF WAY 	<ul style="list-style-type: none"> N/F NOW OR FORMERLY DUKE TRACT NUMBER PG. PAGE P.B. PLAN BOOK — SUBJECT PARCEL - - - SUBJECT EASEMENT - - - R/W - STREET RIGHT OF WAY - - - ADJACENT PARCEL 	<ol style="list-style-type: none"> 1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC. 2. AREA BY COORDINATE COMPUTATION METHOD. 3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET. 4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY. 6. SGC ENGINEERING, LLC, CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04092.

SGC ENGINEERING
3800 RED BANK ROAD, SUITE C
CINCINNATI, OH 45227
PHONE: (900)581-4031

DUKE ENERGY OHIO, INC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
THE CITY OF CINCINNATI
RENSLAR AVENUE, CINCINNATI
HAMILTON COUNTY, OHIO

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

Exhibit A (Cont.)

Tract III

Auditor's Parcel No.: 009-0003-0142-90

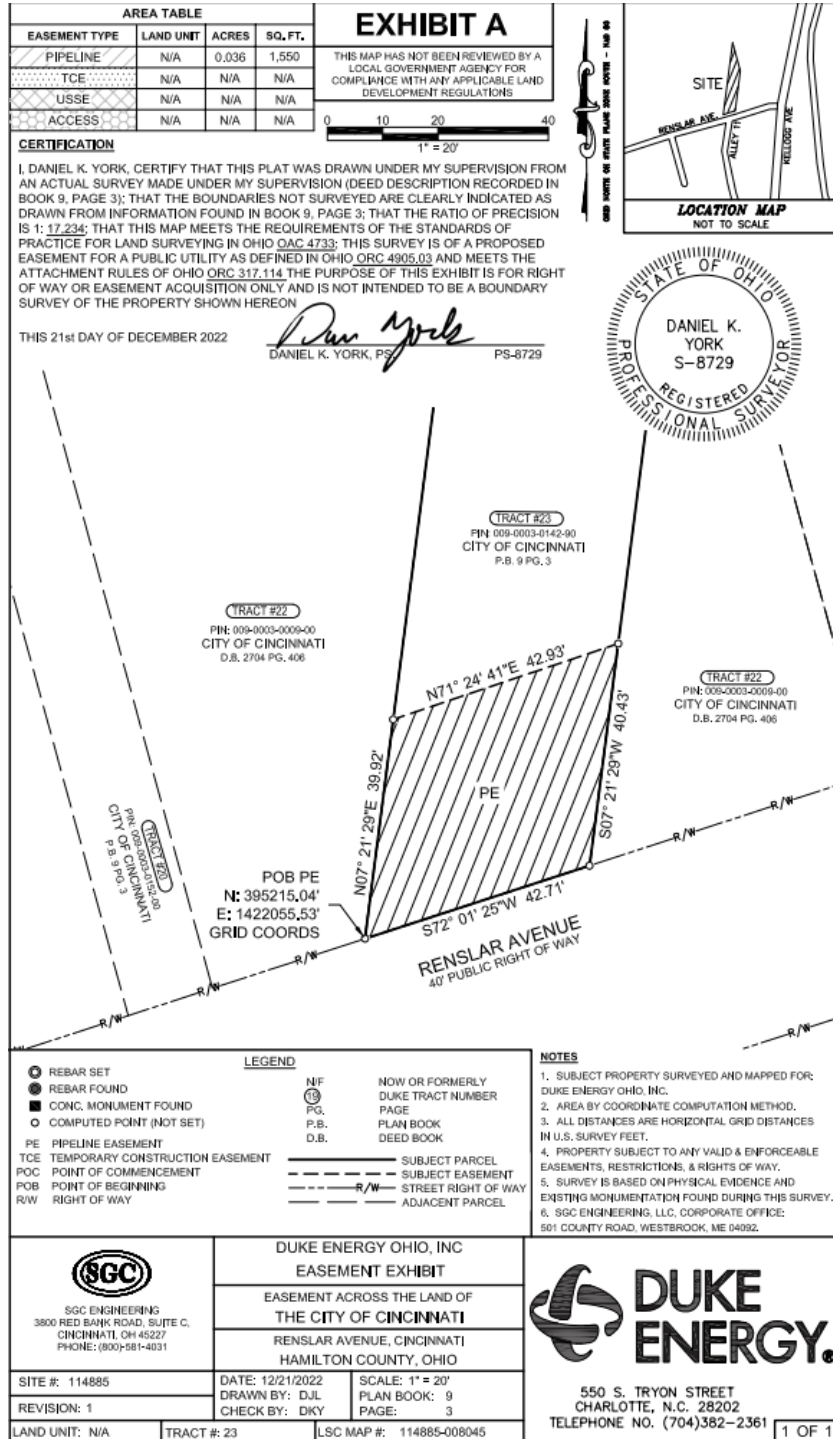


Exhibit A (Cont.)

Tract IV

Auditor's Parcel No.: 009-0003-0042-90

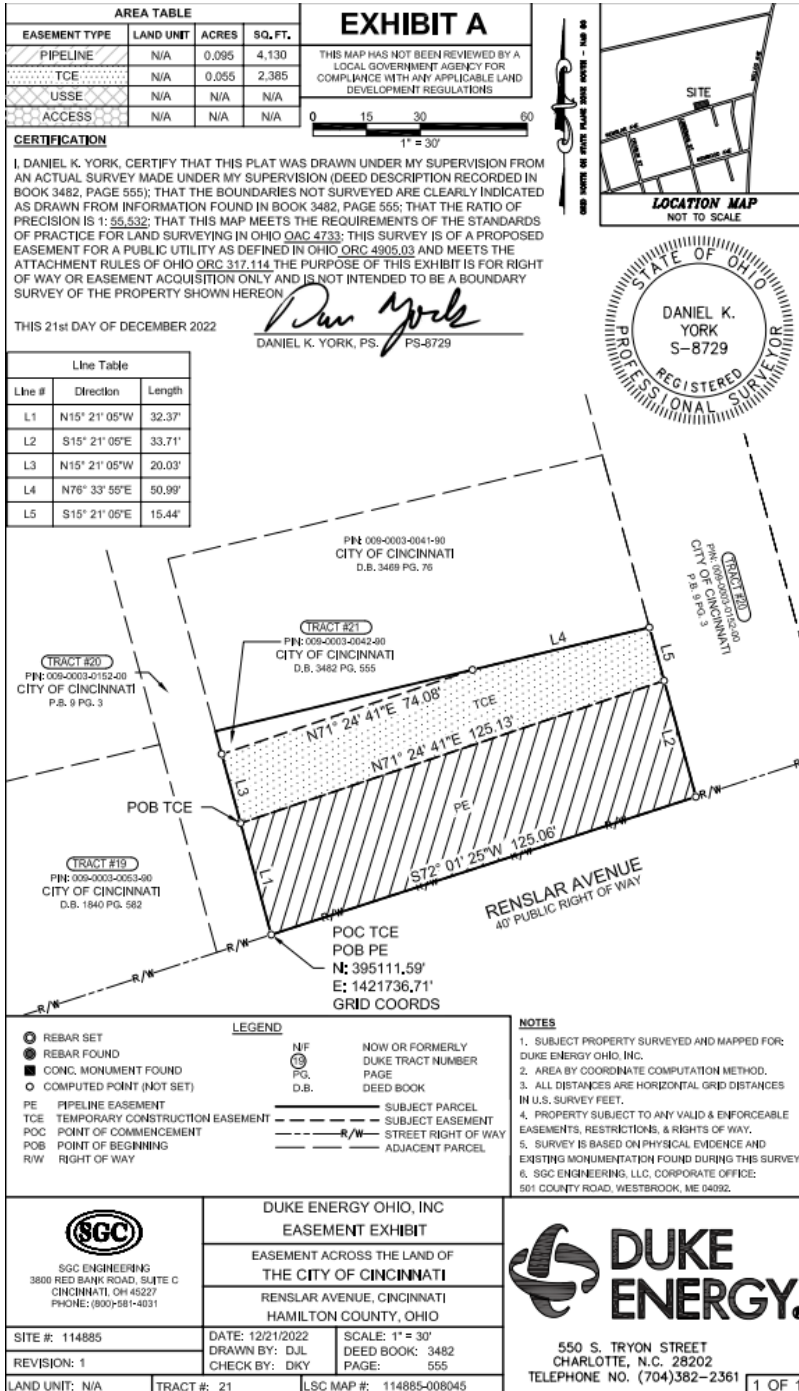


Exhibit A (Cont.)

Tract V

Auditor's Parcel No.: 009-0003-0053-90

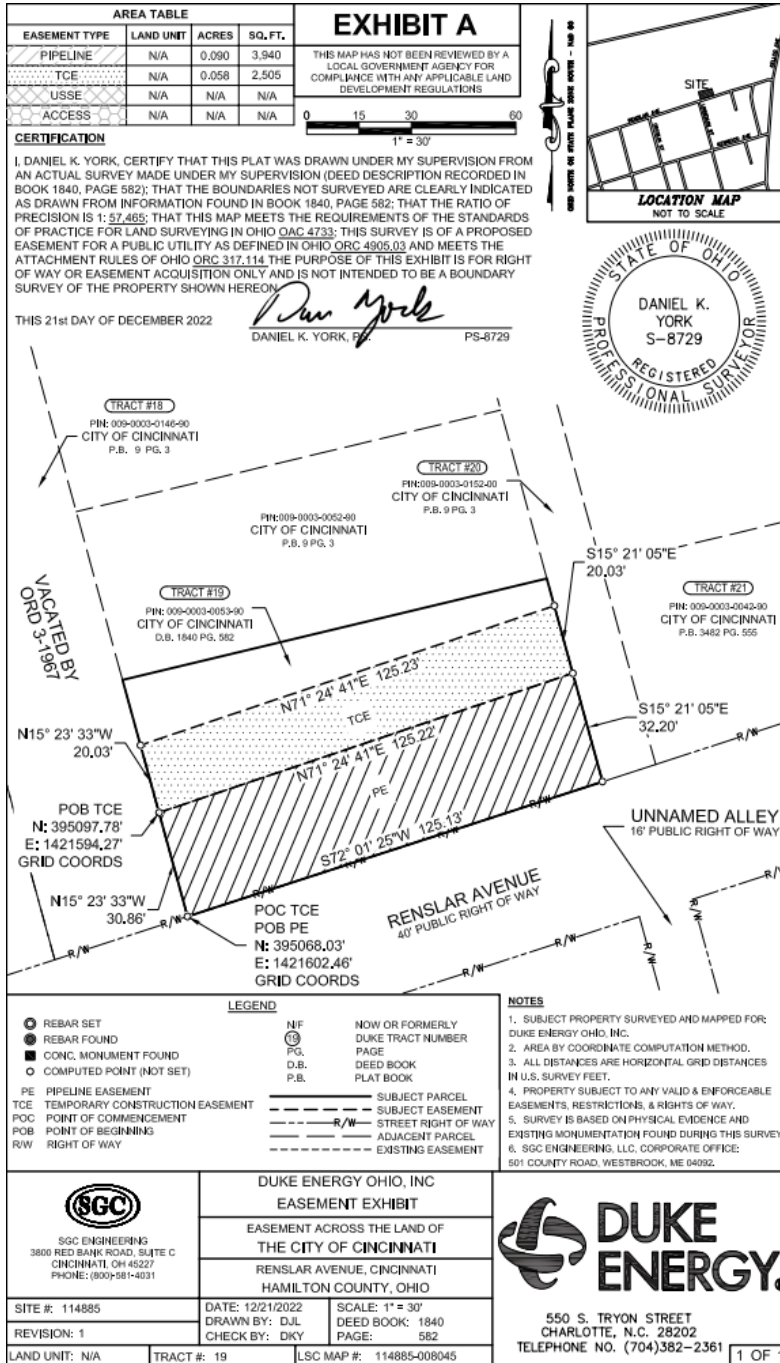


Exhibit A (Cont.)

Tract VI

Auditor's Parcel No.: 009-0003-0146-90

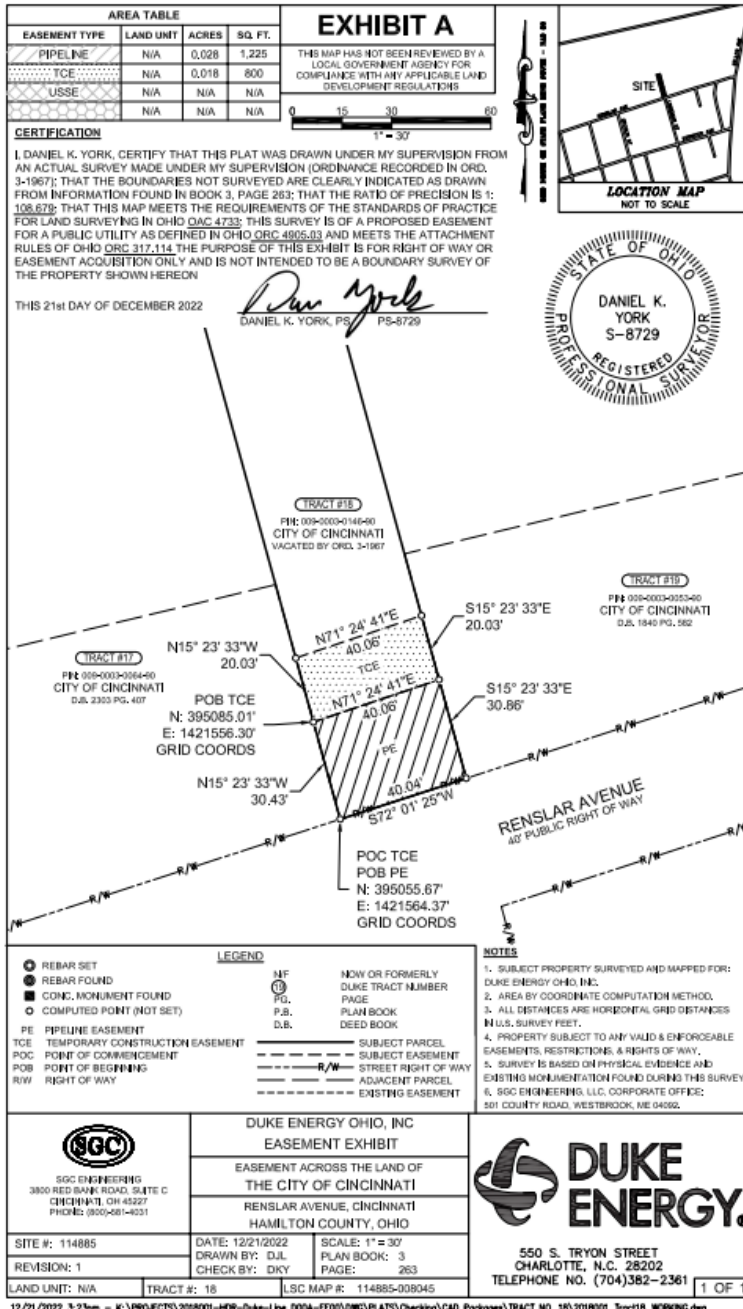


Exhibit A (Cont.)

Tract VII

Auditor's Parcel No.: 009-0003-0064-90

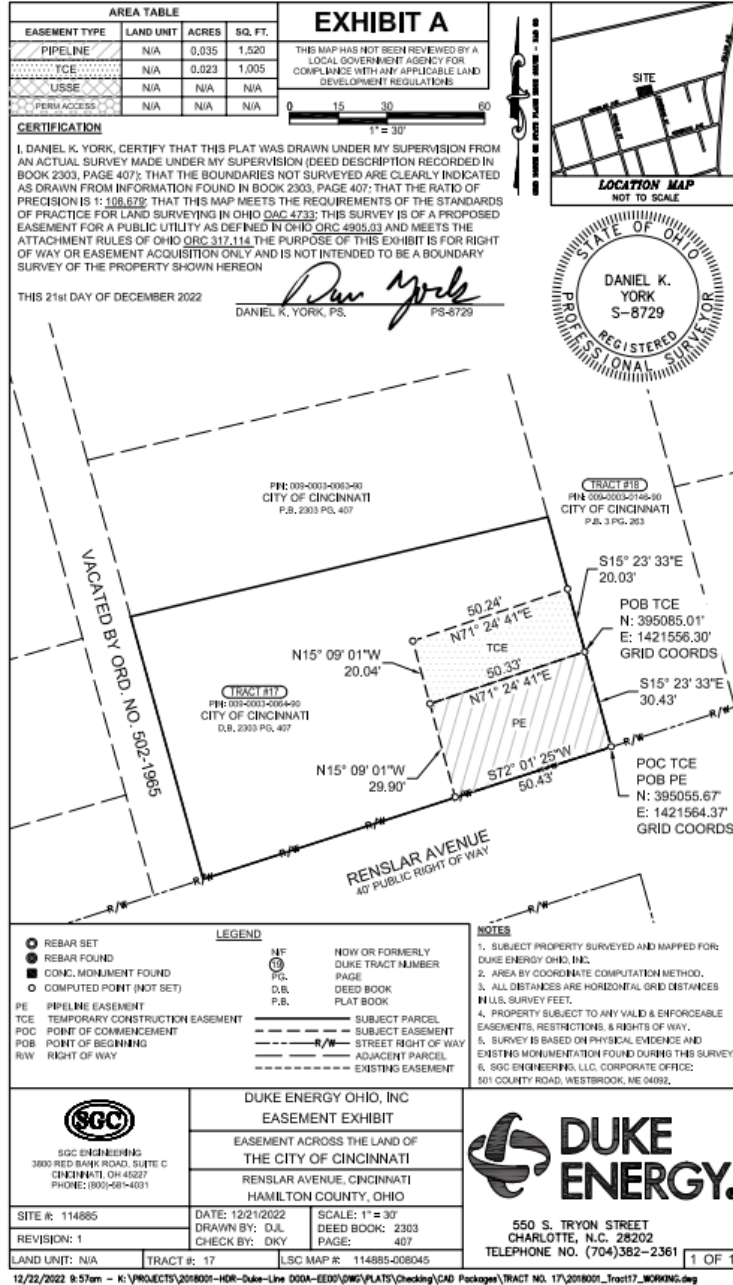
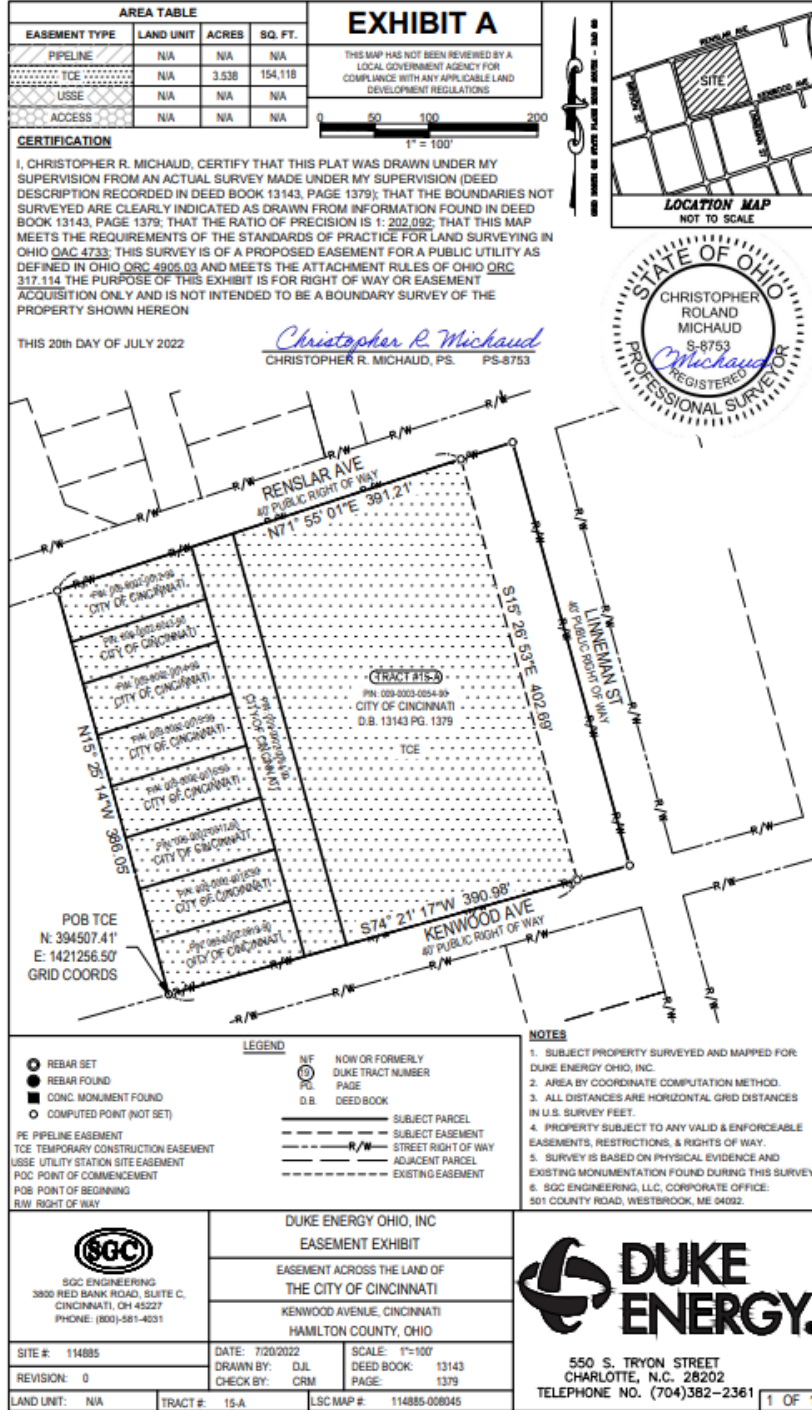


Exhibit A (Cont.)

Tract VIII

Auditor's Parcel No.: 009-0002-0012 thru -0019, & 009-0002-0064

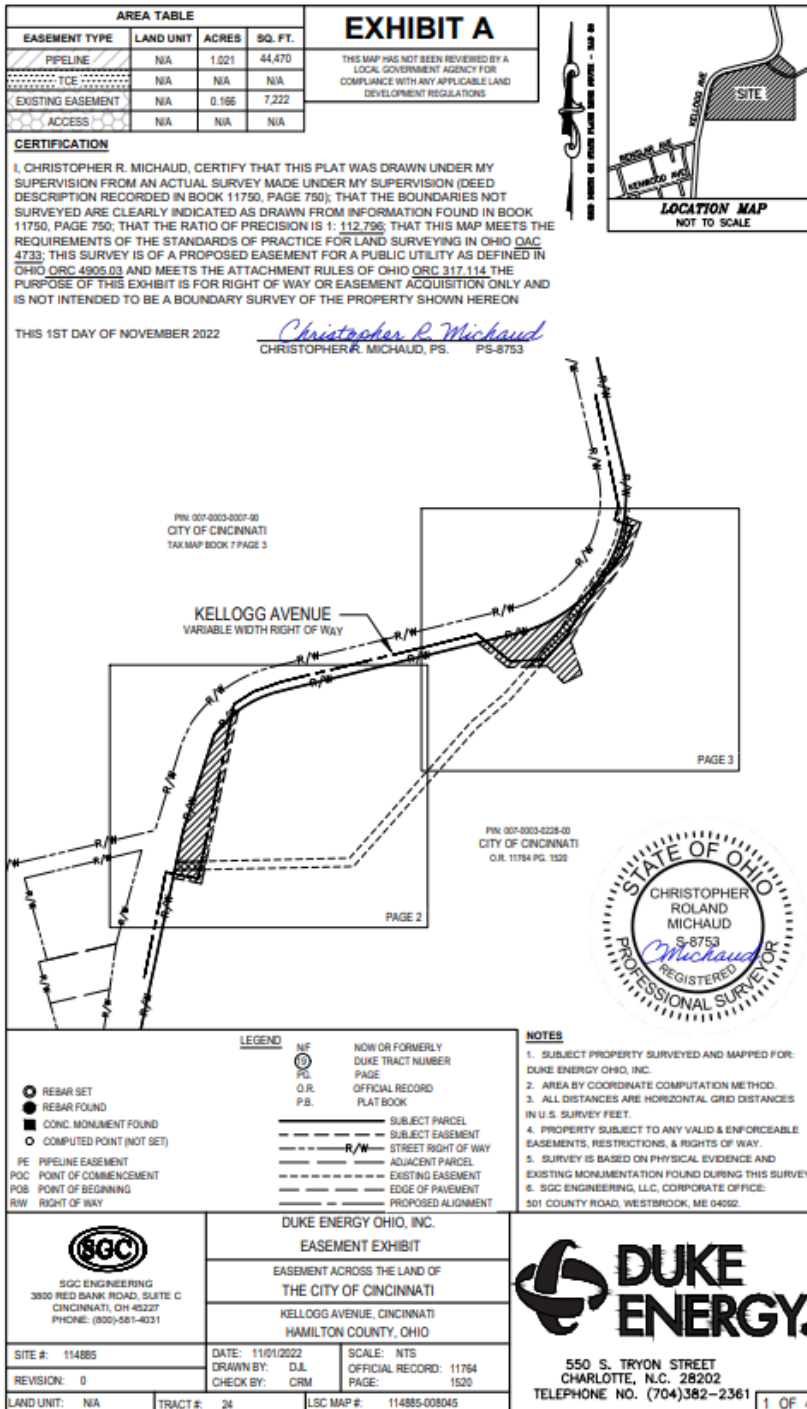


07/25/2022 1:37pm - K:\PROJECTS\2018001-HR-Duke-Line 000A-EE00\DWG\PLATS\CAD Packages\TRACT NO. 15-A\TRACT-15-A-CITY OF CNL.dwg

Exhibit A (Cont.)

Tract IX

Auditor's Parcel No.: 007-0003-0228-00



11/08/2022 11:37am - K:\PROJECTS\2018001-HDR-Duke-Line 000A-ED00\DWG\PLATS\Checking\CAD Packages\Civil_Golf_Course\Civil_Golf_Course.dwg

Exhibit A (Cont.)

Tract IX

Auditor's Parcel No.: 007-0003-0228-00

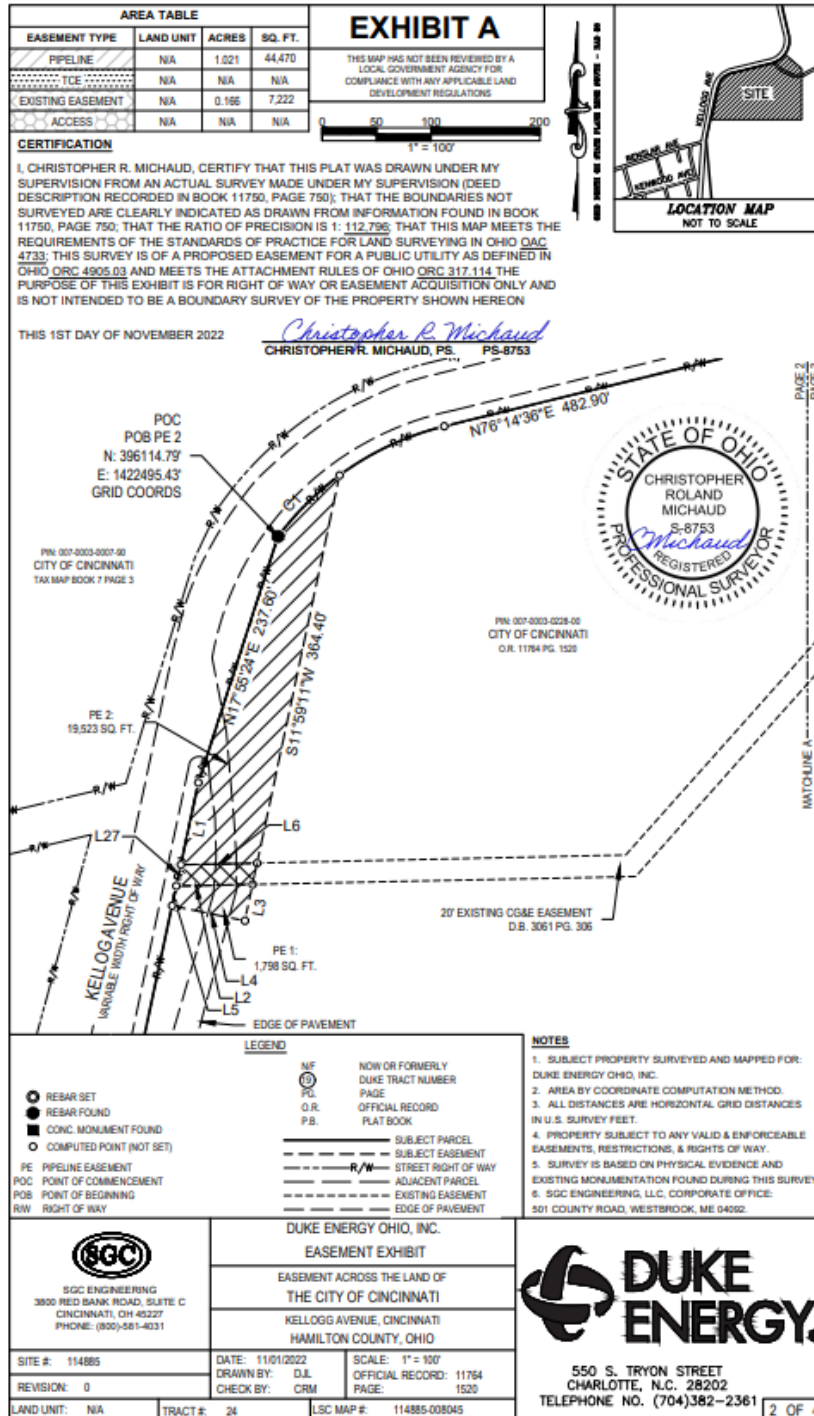


Exhibit A (Cont.)

Tract IX

Auditor's Parcel No.: 007-0003-0228-00

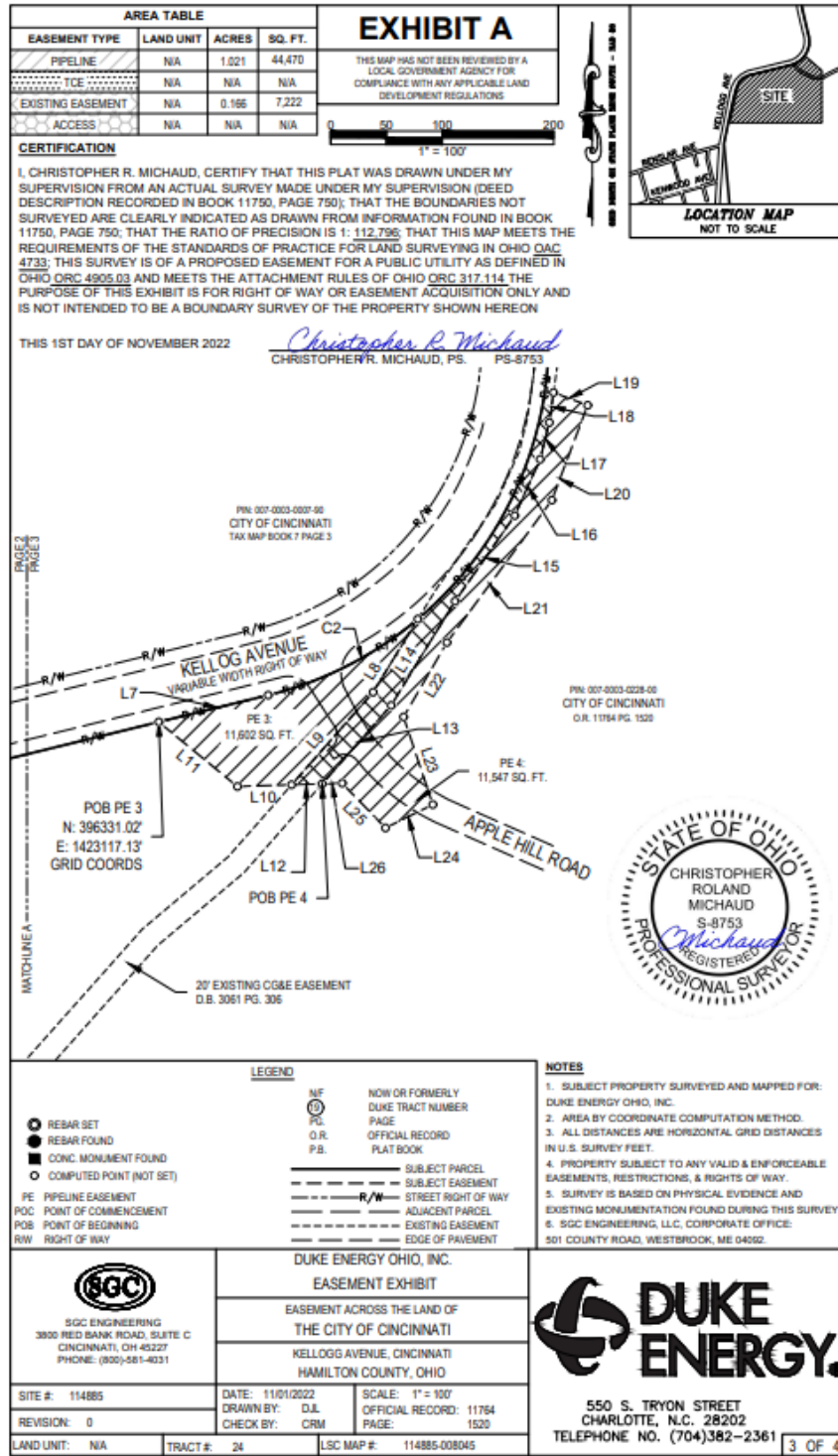


Exhibit A (Cont.)

Tract IX

Auditor's Parcel No.: 007-0003-0228-00

AREA TABLE				EXHIBIT A <small>THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS</small>	
PIPELINE	N/A	1.021	44,470		
TCE	N/A	N/A	N/A		
EXISTING EASEMENT	N/A	0.166	7,222		
ACCESS	N/A	N/A	N/A		

CERTIFICATION

I, CHRISTOPHER R. MICHAUD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 11750, PAGE 750); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 11750, PAGE 750; THAT THE RATIO OF PRECISION IS 1: 112,796; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN OHIO OAC 4733; THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN OHIO ORC 4905.03 AND MEETS THE ATTACHMENT RULES OF OHIO ORC 317.114. THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON

THIS 1ST DAY OF NOVEMBER 2022

CHRISTOPHER R. MICHAUD, PS. PS-8753

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N12°02'15"E	77.22	L15	N34°50'03"E	83.53
L2	N88°14'57"E	70.07	L16	N24°17'17"E	56.39
L3	S11°59'11"W	34.14	L17	N13°56'51"E	33.97
L4	N78°20'42"W	68.24	L18	N8°04'24"E	27.15
L5	N12°02'06"E	18.57	L19	S69°21'01"E	32.60
L6	S88°53'05"W	70.01	L20	S28°38'03"W	80.76
L7	N76°14'36"E	100.88	L21	S36°25'09"W	198.59
L8	S31°30'15"W	76.75	L22	S30°09'46"W	77.14
L9	S41°21'04"W	110.64	L23	S18°27'16"E	82.77
L10	S88°12'08"W	48.55	L24	S63°44'45"W	47.37
L11	N50°37'36"W	91.19	L25	N44°02'28"E	55.74
L12	N88°12'08"E	27.41	L26	S88°12'08"W	18.01
L13	N41°21'04"E	93.61	L27	N12°06'21"E	20.00
L14	N31°30'15"E	109.57			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CH. LENGTH
C1	79.80'	271.80'	016°51'48"	N45°04'30"E	79.87
C2	151.60'	330.00'	036°21'24"	N63°03'54"E	150.47

LEGEND		NOTES
<ul style="list-style-type: none"> ○ REBAR SET ● REBAR FOUND ■ CONC. MONUMENT FOUND ○ COMPUTED POINT (NOT SET) PE PIPELINE EASEMENT POC POINT OF COMMENCEMENT POB POINT OF BEGINNING R/W RIGHT OF WAY 	<ul style="list-style-type: none"> N/F NOW OR FORMERLY DUKE TRACT NUMBER P/L PAGE O.R. OFFICIAL RECORD P.B. PLAT BOOK ----- SUBJECT PARCEL ----- SUBJECT EASEMENT ----- R/W STREET RIGHT OF WAY ----- ADJACENT PARCEL ----- EXISTING EASEMENT ----- EDGE OF PAVEMENT 	<ol style="list-style-type: none"> 1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY OHIO, INC. 2. AREA BY COORDINATE COMPUTATION METHOD. 3. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET. 4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY. 5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY. 6. SGC ENGINEERING, L.L.C. CORPORATE OFFICE: 501 COUNTY ROAD, WESTBROOK, ME 04922.

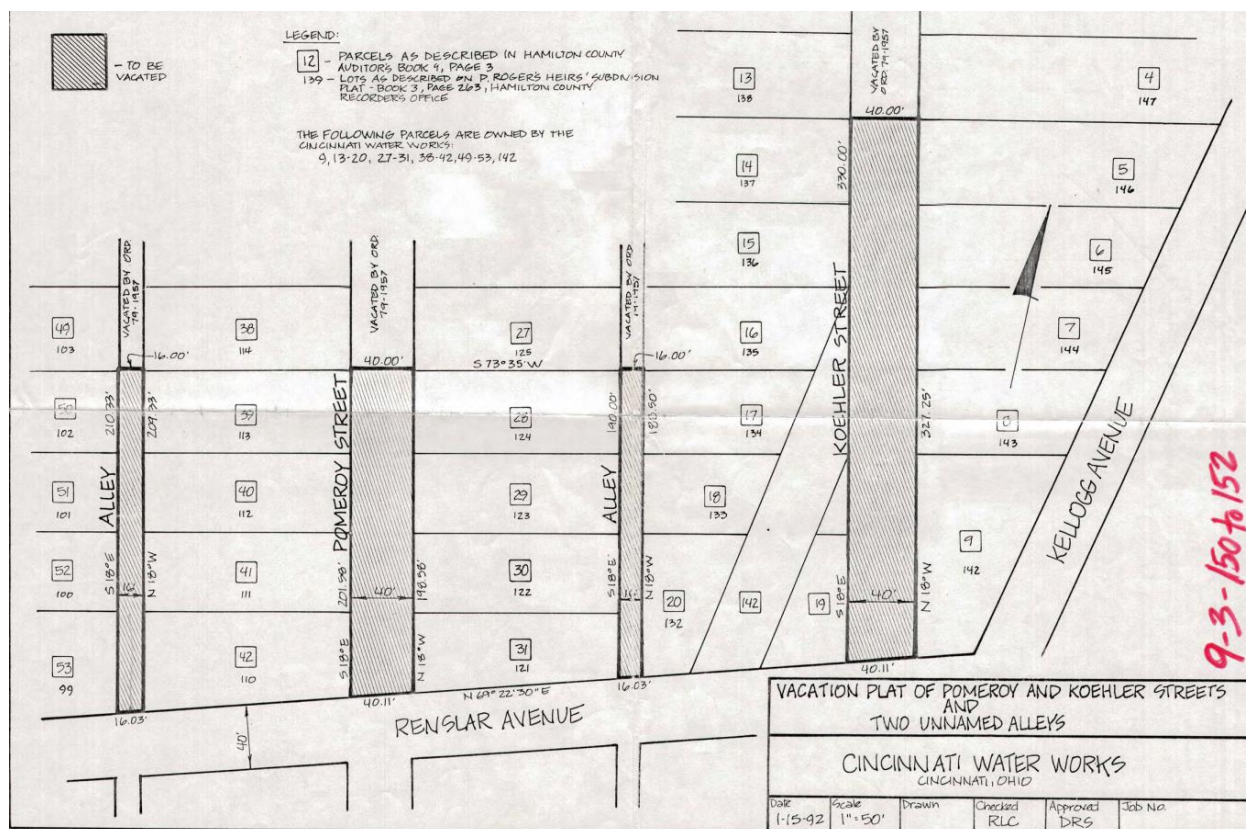
 SGC ENGINEERING 3800 RED BANK ROAD, SUITE C CINCINNATI, OH 45227 PHONE: (502) 581-4031	DUKE ENERGY OHIO, INC. EASEMENT EXHIBIT EASEMENT ACROSS THE LAND OF THE CITY OF CINCINNATI KELLOGG AVENUE, CINCINNATI HAMILTON COUNTY, OHIO	 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361
SITE #: 114885 REVISION: 0 LAND UNIT: N/A TRACT #: 24 LSC MAP #: 114885-008045	DATE: 11/01/2022 DRAWN BY: D.J.L. CHECK BY: CRM SCALE: NTS OFFICIAL RECORD: 11764 PAGE: 1520	4 OF 4

11/08/2022 11:38am - K:\PROJECTS\2018001-HDR-Duke-Line 000A-EX00\DWG\PLATS\Checking\CAD Packages\Civil_Golf_Course\Civil_Golf_Course.dwg

Exhibit B
to Grant of Easement
Legal Description-the Property

Tract I

Property Address: None; Vacated former Koehler and Pomeroy Streets and unnamed alleys
Auditor's Parcel No.: 009-0003-0152
Prior Instrument Ref.: OR 5864, Pg. 1876, Hamilton County, Ohio Records



Tract II

Property Address: 5735 Kellogg Ave.
Auditor's Parcel No.: 009-0003-0009 (-0009, -0017 through -0020, -0028 through -0031 Cons.)
Prior Instrument Ref.: DB 4036, Pg. 738; DB 3308, Pg. 534; Hamilton County, Ohio Records

All that certain lot of parcel of ground situated in the Town of California, now a part of the City of Cincinnati, Hamilton County, Ohio, known and designated as Lot No. One Hundred and Forty-two (142) in Roger's Addition to California, a plat of which is recorded in Plat Book 3, Page 263, Hamilton County, Ohio Records.

Being the same premises conveyed to Sarah J. Treuheit by Deed recorded in Deed Book 4008, Page 1293, Hamilton County, Ohio records.

Exhibit B (Cont.)

Also the following property:

Situated in Anderson Township being part of Lot one hundred thirty-two (132) and part of Lot one hundred thirty-three (133) of Patrick Rogers Subdivision as per plat recorded in Plat Book 3, Page 263, of the Records of Hamilton County, Ohio. Said parts of Lots 132 and 133 lying between the former right-of-way of the C.G. & P.R.R. Co., now owned by the City of Cincinnati; Koehler Street and Renslar Avenue and being more particularly described as follows:

Beginning at a point which is the northwest corner of Koehler Street and Renslar Avenue S. $69^{\circ} 22\frac{1}{2}'$ W. a distance of 54.00 feet along the north line of Renslar Avenue; thence N. $4^{\circ} 9' 22''$ E., 143.03 feet along the east line of the former C. G. & P. R. R. Co.; thence S. 18° E. 130.00 feet along the west line of Koehler Street to the place of beginning.

Area = .08 Acre

Being part of the same premises conveyed to the grantor herein by deed dated December 30, 1927 and recorded in Deed Book 1451, page 310 of the Hamilton County, Ohio, Deed Records.

Together with all right, title and interest grantor may have in and to the abandoned right of way of the C.G. & P. RR. Co. which right of way is located along the western boundary of the above described tract.

Tract III

Property Address: None; Former Cincinnati, Georgetown, and Portsmouth Railroad Company right-of-way
Auditor's Parcel No.: 009-0003-0142-90
Prior Instrument Ref.: DB 1700, Pg. 209, Hamilton County, Ohio Records

Tract IV

Property Address: None
Auditor's Parcel No.: 009-0003-0042-90
Prior Instrument Ref.: DB 3907, Pg. 236, Hamilton County, Ohio Records

Situated in the County of Hamilton and State of Ohio, bounded and described as follows, to-wit:

The following described real estate situated in Anderson Township, Hamilton County, Ohio, and being known, numbered and designated as Lots Number One Hundred and ten (110), One Hundred and eleven (111) and One Hundred and twelve (112) of Rogers' Addition to the village of California, Ohio, as recorded in Plat Book 3, Page 263 Recorder's office of Hamilton County, Ohio.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 3496, Page 275, Hamilton County, Ohio Records.

Exhibit B (Cont.)

Tract V

Property Address: 5746 Linneman Street
Auditor's Parcel No.: 009-0003-0053-90
Prior Instrument Ref.: DB 3439, Pg. 478, Hamilton County, Ohio Records

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Nos. 99, 100, 101 and 102 as designated on the plat of Roger's Addition to California as recorded in Plat Book 3, page 263, Hamilton County, Ohio, Plat Records.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 2232, pages 17 and 135, and by Certificate of Transfer recorded in Deed Book 3423, page 178, Hamilton County, Ohio Deed Records, and by deed recorded in Deed Book 3427, page 771, Hamilton County, Ohio records.

Exhibit B (Cont.)

Tract VI

Property Address: 5745 Linneman Street
Auditor's Parcel No.: 009-0003-0146-90
Prior Instrument Ref.: DB 3528, Pg. 445, Hamilton County, Ohio Records

Situate, lying and being in Military Survey 395 in the City of Cincinnati, County of Hamilton, State of Ohio, and being a part of Linneman Street and a part of an Unnamed Alley as laid out and dedicated to public use on the plat of P. Roger Heirs' Subdivision as recorded in Plat Book 3, page 263, Hamilton County Recorder's Office and being more particularly described as follows:

LINNEMAN STREET

Beginning at the intersection of the north line of Renslar Avenue (a 40 foot street) and the west line of Linneman Street (a 40 foot street); thence northwardly, along the west line of Linneman Street, 221.58 feet to the southern terminus of that portion of Linneman Street vacated by Ordinance No. 79-1957; thence eastwardly, along said southern terminus, 40 feet to the east line of Linneman Street; thence southwardly, along the east line of Linneman Street, 218.67 feet to the north line of Renslar Avenue; thence westwardly, along the north line of Renslar Avenue, 40 feet, more or less, to the place of beginning.

Tract VII

Property Address: 5745 Linneman Street
Auditor's Parcel No.: 009-0003-0064-90
Prior Instrument Ref.: DB 3505, Pg. 576, Hamilton County, Ohio Records

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered and designated as Lots Nos. 88, 89, 90 and 91 as laid down on the Plat of California, as made by the heirs of Patrick Rogers, deceased, as per plat recorded in Plat Book 3, page 263, Hamilton County, Ohio, Plat Records.

Being the same premises conveyed to the grantor herein by deed recorded in Deed Book 2309, page 407, Hamilton County, Ohio records.

Exhibit B (Cont.)

Tract VIII

Property Address: 5753-5781 Haney Street
Auditor's Parcel Nos.: 009-0002-0064-00 & 009-0002-0012 thru-0019
Prior Instrument Ref.: DB 3328, Pg. 293; PB 113, Pg. 9-10; & DB 3300, Page 129, Hamilton County, Ohio Records

Beginning at the southeast corner of Lot 1 of Block 30 of T. J. Murdock's Subdivision in Military Survey 395, Anderson Township, Cincinnati, Hamilton County, Ohio, platted in Plat Book 1, Page 69 in the Hamilton County Ohio, Recorder's Office; thence, proceeding northwardly along the east lines of lots 1,2,3,4,5,6,7, and 8 of Block 30, of the said Murdock's Subdivision (which lines form the west line of the present Haney Street) three hundred ninety-four feet (394.00') to the south line of Renslar Avenue (formerly Miller Street); thence, eastwardly forty feet to the west line of P. Roger's Heirs' Subdivision (found in Plat Book 3, Page 263, Hamilton County, Ohio, Recorder's Office); thence, southwardly along the said west line of the P. Roger's Heirs' Subdivision (which is the east line of the present Haney Street) three hundred ninety-four feet (394.00 feet to the north line of Kenwood Avenue (formerly Vail Street)); thence, forty feet (40') west to the place of beginning.

Also:

Situate in the City of Cincinnati, Hamilton County, Ohio, and being all those certain lots or parcels of land situate in the Town of California, (now City of Cincinnati) known and designated as Lot Nos. 1, 2, 3, 4, 5, 6, 7, and 8 in Block 30 in Thomas I. Murdock's Subdivision, as recorded in Plat Book 1, Page 69, Hamilton County, Ohio Records.

Tract IX

Property Address: 5651 Kellogg Avenue
Auditor's Parcel No.: 007-0003-0228-00
Prior Instrument Ref.: OR 11764, Pg. 1520, Hamilton County, Ohio Records

Situated in Military Survey No. 395, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the Southwest Corner of Registered Land Certificate No. 226390 said point being South 0.90 feet and East 0.98 feet from an existing concrete leaning monument; thence South 76°06'13" West, 591.84 feet to an existing concrete monument; thence South 4°08'06" West, 295.36 feet to a set Iron Pin being the Place of Beginning; thence North 85°51'54" West, 399.68 feet to a set Iron Pin; thence South 36°23'36" West, 130.17 feet to a set Iron Pin; thence South 53°36'24" East, 115.40 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 386.63 feet, and a chord bearing South 16°13'06" East, 469.53 feet, a distance of 504.59 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 132.45 feet, and a chord bearing South 13°07'57" East, 149.28 feet, a distance of 158.59 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 219.28 feet, and a chord bearing South 24°08'56" East, 173.37 feet, a distance of 178.24 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 150.65 feet, and a chord bearing South 22°02'22" West, 117.26 feet, a distance of 120.44 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 254.93 feet, and a chord bearing South 56°54'57" West, 105.78 feet, a distance of 106.55 as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 153.56 feet, and a chord bearing North 85°28'12" West, 132.90 feet, a distance of 137.44 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 67.09 feet, and a chord bearing North 86°47'33" West, 60.84 feet, a distance of 63.15 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 89.13 feet, and a chord bearing South 22°42'11" West, 122.81 feet,

Exhibit B (Cont.)

a distance of 135.47 feet as measured along said curve to a set Iron Pin; thence South 25°08'33" East, 316.08 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 183.08 feet, and a chord bearing South 76°07'31" West, 359.11 feet, a distance of 647.18 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 338.49 feet, and a chord bearing North 17°52'58" West, 178.36 feet, a distance of 180.49 feet as measured along said curve to a set Iron Pin; thence North 30°59'44" West, 484.42 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 546.89 feet, and a chord bearing North 23°37'00" West, 140.48 feet, a distance of 140.87 feet as measured along said curve to a set Iron Pin; thence South 85°19'50" West, 97.05 feet to a set Iron Pin; thence North 39°08'35" West, 194.48 feet to a set Iron Pin; thence North 60°55'16" West, 77.06 feet to a set Iron Pin; thence on a curve to the left, said curve having a radius of 316.26 feet, and a chord bearing South 9°45'47" East, 396.71 feet, a distance of 428.80 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 273.02 feet, and a chord bearing South 7°54'05" East, 356.09 feet, a distance of 387.91 feet as measured along said curve to a set Iron Pin; thence South 46°14'21" East, 348.04 feet to a set Iron Pin; thence South 42°54'10" West, 206.70 feet to a set Iron Pin; thence North 57°12'32" West, 571.45 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 263.95, and a chord bearing North 33°56'14" West, 208.57 feet, a distance of 214.42 feet as measured along said curve to a set Iron Pin; thence on a curve to the left, said curve having a radius of 38.22 feet, and a chord bearing North 79°56'00" West, 71.50 feet, a distance of 92.42 feet as measured along said curve to a set Iron Pin; thence South 27°33'39" West, 409.21 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 135.28 feet, and a chord bearing North 82°12'30" West, 254.61 feet, a distance of 331.64 feet as measured along said curve to a set Iron Pin; thence on a curve to the right, said curve having a radius of 487.20 feet, and a chord bearing North 2°54'54" East, 250.42 feet, a distance of 253.26 feet as measured along said curve to a set Iron Pin; thence North 18°14'03" East, 1092.55 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 272.01 feet, and a chord bearing North 56°48'44" East, 339.24 feet, a distance of 366.30 feet as measured along said curve to a set Iron Pin; thence North 82°12'11" West, 361.73 feet to a set Iron Pin; thence South 19°05'02" West, 430.57 feet to a set Iron Pin; thence South 37°00'20" West, 391.30 feet to a set Iron Pin; thence South 3°30'26" West, 616.24 feet to a set Iron Pin; thence South 8°02'06" East, 366.99 feet to a set Iron Pin; thence South 19°50'03" East, 596.19 feet to a set Iron Pin; thence South 71°16'02" West, 86.86 feet to a set Iron Pin; thence North 19°50'03" West, 597.91 feet to a existing concrete monument; thence South 72°36'50" West, 32.72 feet to a existing concrete monument; thence North 5°11'45" West, 902.26 feet to a set Iron Pin in the East line of existing Kellogg Avenue, 60'R/W; thence continuing in said east line for the following 2 courses, North 12°01'47" East, 622.89 feet to a set Iron Pin; thence North 17°55'04" East, 237.60 feet to a set Iron Pin; thence along the East line of Proposed Kellogg Avenue, 60' R/W, as built, the following 6 courses, on a curve to the right, said curve having a radius of 270.00 feet, and a chord bearing North 56°24'01" East, 183.25 feet, a distance of 186.97 feet as measured along said curve to a set Iron Pin; thence North 76°14'17" East, 583.88 feet to a set Iron Pin; thence on a curve to the left, said curve having a radius of 330.00 feet, and a chord bearing North 31°34'30" East, 463.94 feet, a distance of 514.48 feet as measured along said curve to a set Iron Pin; thence North 13°05'17" West, 346.56 feet to a set Iron Pin; thence on a curve to the right, said curve having a radius of 1370.00 feet, and a chord bearing North 7°23'13" West, 272.18 feet, a distance of 272.63 feet as measured along said curve to a set Iron Pin; thence North 1°41'10" West, 44.84 feet to a set Iron Pin in the east line of existing Kellogg Avenue, 60'R/W; thence continuing in said East line the following 2 courses, North 4°14'04" East, 277.71 feet to a set Iron Pin; thence North 33°59'56" West, 92.36 feet to a set Iron Pin; thence North 62°43'05" East, 249.83 feet to a existing concrete monument; thence North 62°55'43" East, 238.34 feet to a existing Iron Pin; thence North 52°25'02" East, 123.88 feet to a existing Iron Pin; thence North 2°14'12" West, 213.64 feet to a set Iron Pin; thence North 70°41'20" East, 217.93 feet to a existing concrete monument; thence South 71°22'48" East, 407.56 feet to a existing concrete monument; thence South 52°25'49" East, 759.46 feet to a existing concrete monument; thence South 59°46'18" East, 172.29 feet to a existing concrete monument; thence South 13°51'41" East, 1050.00 feet to the Southwest Corner of Registered Land Certificate No. 226390 said point being South 0.90 feet and East 0.98 feet from a existing concrete leaning monument; thence

Exhibit B (Cont.)

South 76°06'13" West, 591.84 feet to a existing concrete monument; thence South 4°08'06" West, 295.36 feet to the Place of Beginning. Containing 6,299,269 square feet (144.611 acres) of land, more or less. Bearing are based on State Plane Coordinates, NAD83 (NSRS2007), State Plane Zone- Ohio South (3402). Subject to all legal highways, easements, and restrictors of record. This legal description is based on a survey performed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

October 25, 2023

202302264

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance** – Easement in favor of Duke Energy - Gas Pipeline Parks

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

cc: Jason Barron, Director, Cincinnati Park Board

EMERGENCY

CHM

- 2023

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Beechmont Avenue in Linwood and Canoe Court in Mt. Washington (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management and control of Cincinnati Board of Park Commissioners (“Park Board”); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), has requested certain utility easements upon portions of the Properties to upgrade and replace existing underground gas pipelines, as more particularly described and depicted in the Easement; and

WHEREAS, the City Manager, in consultation with the Park Board, has determined that granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for park or other municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding is in the best interest of the City in connection with granting the Easement to Grantee because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement; and

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$38,478, which Grantee has agreed to pay; and

WHEREAS, the Park Board approved granting the Easement to Grantee at its regular meeting on September 21, 2023; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Beechmont Avenue and Canoe Court in the Linwood and Mt. Washington neighborhoods (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for park or other municipal purposes.

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$38,478, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement 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 Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into Park Board Permanent Improvement Fund 752.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the

Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

Section 7. 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 for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____

Clerk

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Magrish Preserve & Otto Armleder

GRANT OF EASEMENT

In consideration of the sum of \$38,478 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), in, upon, through and across, and under portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor. Grantee shall ensure that Grantor's public utility lines and facilities are not disturbed and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with Cincinnati Board of Park Commissioners (the "**Park Board**"), has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the

best interest of the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$38,478, which has been deposited with the Real Estate Services Division.

The Park Board approved the Easements and Temporary Construction Easements at its meeting on [_____].

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on [_____].

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [_____], passed on [_____].

The respective rights and duties of Grantor and Grantee under this *Grant of Easement* are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. Existing Utility Lines. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Existing Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers with Existing Utility Lines to enter upon the Easement Areas from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such Existing Utility Lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Existing Utility Lines caused by Grantee, its agents, employees, contractors, and subcontractors.
3. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall use best efforts to leave the Easement Areas and Property in a safe and sightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee will completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee will either re-sod or re-seed the damaged area.
4. Repair of Damage. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and any and all damage to the Property resulting from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim

for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

5. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
6. No Obstructions. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Areas, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public utility infrastructure and associated equipment, appurtenances, or improvements within the Easements.
7. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.
8. Exhibits. The following exhibit(s) is attached hereto and made a part hereof.

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the _____ day of _____, 2023.

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

Jason Barron, Director
Cincinnati Park Board

Approved as to Form:

Assistant City Solicitor

[Grantee Signature Page Follows]

ACKNOWLEDGED AND ACCEPTED BY:
DUKE ENERGY OHIO, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2023

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of **DUKE ENERGY OHIO, INC.**, an Ohio corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

For Grantee's Internal Use:
Work Order # _____
Pad # _____
Prepared Date: _____

Exhibit A
to Grant of Easement

Tract I
Auditor's Parcel No.: 021-0005-0001-90

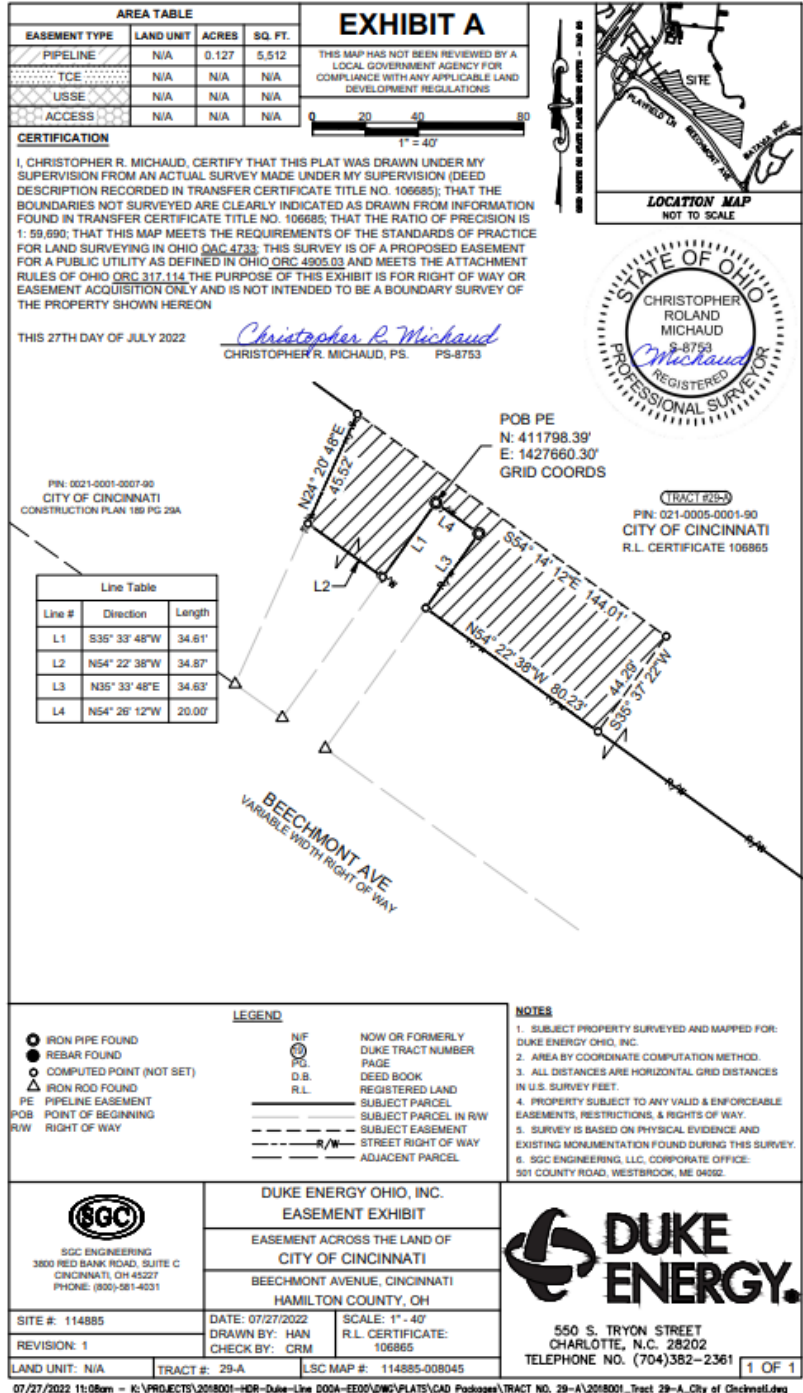


Exhibit A (Cont.)

Tract II

Auditor's Parcel No.: 021-0001-0001-90

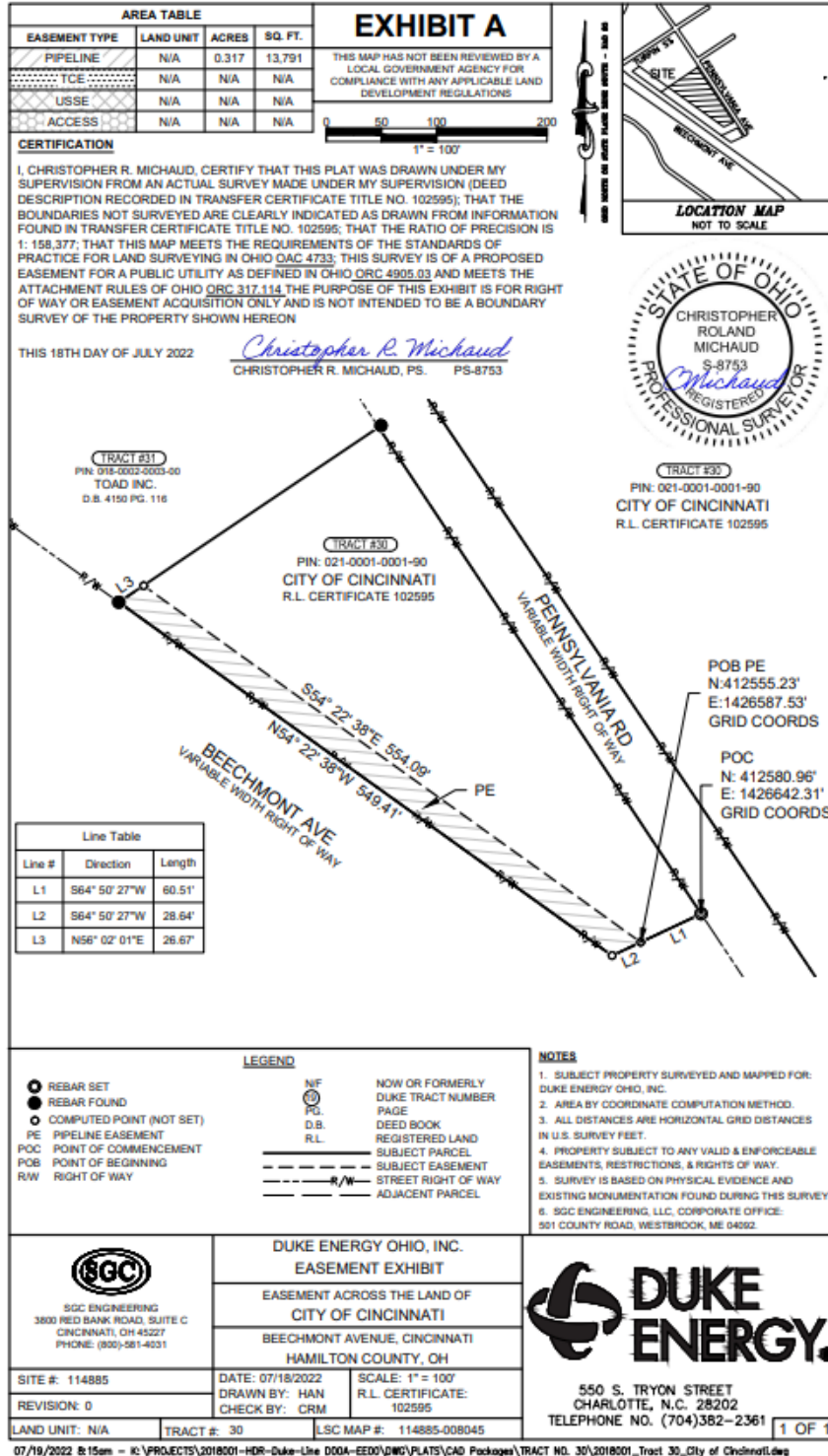


Exhibit A (Cont.)

Tract III

Auditor's Parcel No.: 007-0004-0036-00

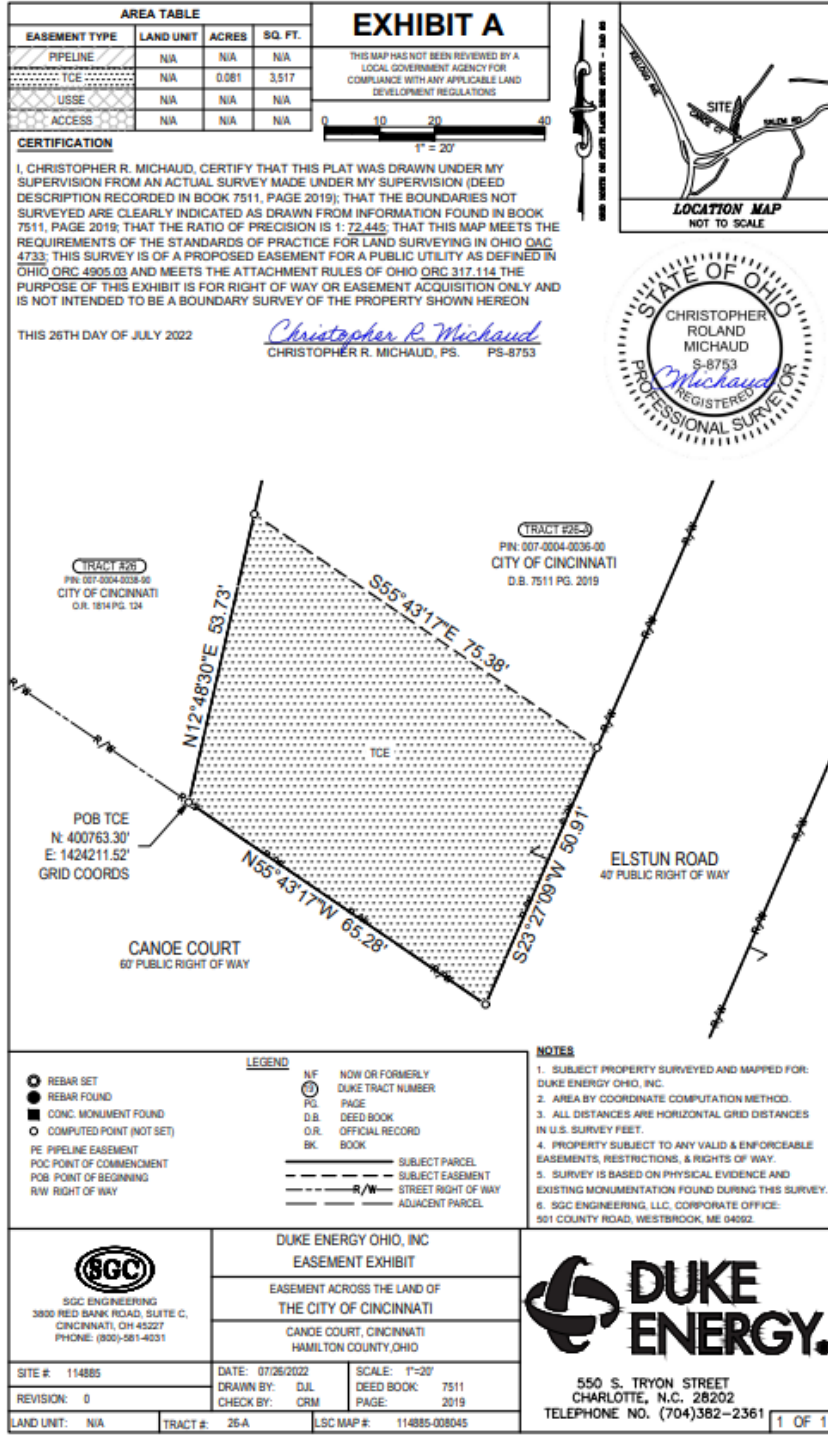


Exhibit B

Tract I

Property Address: Beechmont Avenue
Auditor's Parcel No.: 021-0005-0001
Prior Instrument Ref.: RL Cert Book 291, Pg. 306, Hamilton County, Ohio Registered Land Records Certificate No. 106865

SITUATE IN SECTIONS 13 AND 19, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR AT THE NORTHEAST CORNER OF SECTION 19, SAID IRON BAR ALSO BEING THE NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 0°36'13" EAST, ALONG THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, 1097.38 FEET TO THE PLACE OF BEGINNING FOR THE PARCEL OF LAND HEREIN TO BE DESCRIBED, THENCE NORTH 22°02' WEST, 569.23 FEET TO AN IRON BAR, THENCE SOUTH 62°03' WEST, 398.43 FEET TO AN IRON BAR, THENCE NORTH 32°19' WEST 161.47 FEET TO AN IRON BAR IN THE SOUTHERLY LINE OF HOADLY LANE, THENCE SOUTH 50°24' WEST, ALONG THE SOUTHERLY LINE OF HOADLY LANE 327.16 FEET TO AN IRON BAR AT THE SOUTHEAST CORNER OF PENNSYLVANIA AVENUE AND HOADLY LANE, THENCE SOUTH 39°36' EAST, ALONG THE EASTERLY LINE OF PENNSYLVANIA AVENUE 708.95 FEET TO AN IRON BAR, THENCE NORTH 58°27' EAST, 11.48 FEET TO AN IRON BAR, THENCE SOUTH 39°36' EAST, 115.56 FEET THENCE SOUTH 59°58' EAST, 970.13 FEET TO AN IRON BAR, THENCE SOUTH 18°37' WEST 112.22 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE SOUTH 60°10' EAST 21.90 FEET TO AN IRON BAR, THENCE NORTH 29°50' EAST 100.00 FEET TO AN IRON BAR, THENCE SOUTH 60°10' EAST, 20.00 FEET TO AN IRON BAR, THENCE SOUTH 29°50' WEST 100.00 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE SOUTH 60°10' EAST, ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE 1947.70 FEET TO AN IRON BAR AT THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER, THENCE UP THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER NORTH 3°19' WEST 535.19 FEET, THENCE NORTH 7°29' EAST 368.29 FEET, THENCE LEAVING SAID RIVER NORTH 58°27' WEST, 256.74 FEET, THENCE NORTH 69°57' WEST 561.00 FEET, THENCE NORTH 73°52' WEST, 858.00 FEET TO AN IRON BAR, THENCE NORTH 45°30' WEST 462.00 FEET TO AN IRON BAR, THENCE NORTH 61°06' WEST, 318.12 FEET TO A POINT OF THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, AND THE PLACE OF BEGINNING.

CONTAINING 47.85 ACRES OF LAND.

Exhibit B (Cont.)

Tract II

Property Address: Beechmont Avenue
Auditor's Parcel No.: 021-0001-0001 & 021-0001-0002
Prior Instrument Ref.: RL Cert Book 279, Pg. 794, Hamilton County, Ohio Registered Land Records Certificate No. 102595

Commencing at an iron bar at the northeast corner of Sec. 19, said iron bar being the northwest corner of Sec. 13; thence, S0°36'13"E, along the Sec. line between Sec. 19 and Sec. 13, 1674.49 feet to a point; thence N59°58'W, 432.73 feet to an iron bar; thence, N39°36'W, 115.56 feet to an iron bar; thence, S58°27'W, 61.98 feet to a point in the westerly line of Pennsylvania Avenue; thence, N39°36'W along the westerly line of Pennsylvania Avenue, 150.54 feet to an iron bar and the place of beginning for the parcel of land herein to be described, thence S58°48'W 87.98 feet to an iron bar; thence, N61°09'W, 542.52 feet to an iron bar; thence, N50°24'E, 286.35 feet to an iron bar in the westerly line of Pennsylvania Avenue; thence, S39°36'E, along the westerly line of Pennsylvania Avenue 517.38 feet to an iron bar and the place of beginning.

Containing 2.17 acres of land.

Tract III

Property Address: Elstun Road
Auditor's Parcel No.: 007-0004-0036-00
Prior Instrument Ref.: OR 7511, Pg. 2019, Hamilton County, Ohio Records

BEGINNING at a point in the west line of Lot 7 of W. P. Elstun Farm Subdivision, plat of which is recorded in Plat Book 4, Page 60, Hamilton County, Ohio Records, which point lies South 25° 30' West 199.39 feet from the northwest corner of said Lot No. 7; thence from said point of beginning South 20° 28' East 64.76 feet to a point; thence South 6° 58' East 100 feet to a point; thence South 0° 26' West 100 feet to a point; thence South 2° 33' West 100 feet to a point; thence South 3° 45' West 28.53 feet to a point; thence South 3° 45' West 303.12 feet to a point in Kellogg Avenue as now constructed; thence North 62° 27' West 157.26 feet to a point in Kellogg Avenue as now constructed; thence North 8° 30' East 528 feet along the west line of said Lot 7 to a point; thence North 25° 30' East 108.61 feet to the point and place of beginning.



October 25, 2023

To: Mayor and Members of City Council 202302257
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance** – Easement in favor of Duke Energy - Gas Pipeline
CRC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

cc: Daniel Betts, Director, Cincinnati Recreation Commission

EMERGENCY

CHM

- 2023

AUTHORIZING the City Manager to execute a Grant of Easement in favor of Duke Energy Ohio, Inc., granting utility easements across portions of City-owned property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property generally located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods (“Properties”), as more particularly described and depicted in the Grant of Easement attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), which Properties are under the management of Cincinnati Recreation Commission (“CRC”); and

WHEREAS, Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), has requested certain utility easements upon portions of the Properties to upgrade and replace existing underground gas pipelines, as more particularly described and depicted in the Easement; and

WHEREAS, the City Manager, in consultation with the CRC, has determined that granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for recreation or other municipal purposes; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, the City has determined that eliminating competitive bidding is in the best interest of the City in connection with granting the Easement to Grantee because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement; and

WHEREAS, the collective fair market value of the Easement, as determined by a professional appraisal by the City’s Real Estate Services Division, is \$281,196, which Grantee has agreed to pay; and

WHEREAS, CRC approved granting the Easement to Grantee at its regular meeting on September 19, 2023; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easement at its meeting on October 20, 2023; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Grant of Easement, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference (“Easement”), in favor of Duke Energy Ohio, Inc., an Ohio corporation (“Grantee”), pursuant to which the City will grant to Grantee certain utility easements upon portions of City-owned real property located along Canoe Court and Renslar Avenue in the Mt. Washington and California neighborhoods (“Properties”) to upgrade and replace existing underground gas pipelines, as more particularly described and depicted on Attachment A.

Section 2. That granting the Easement to Grantee (i) is not adverse to the City’s retained interest in the Properties, and (ii) will not unreasonably interfere with the City’s use of the Properties for recreation or other municipal purposes.

Section 3. That it is in the best interest of the City to grant the Easement without competitive bidding because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easement.

Section 4. That the fair market value of the Easement, as determined by appraisal by the City’s Real Estate Services Division, is \$281,196, which Grantee has agreed to pay.

Section 5. That the proceeds from the Easement 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 Easement, and that the City’s Finance Director is hereby authorized to deposit amounts in excess thereof, if any, into the Recreation Permanent Improvement Fund 751.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the

Easement, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents, as deemed necessary or appropriate by the City Manager.

Section 7. 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 for the City to grant the Easement to Grantee so that Grantee may begin construction without delay, thereby avoiding any unnecessary or costly delay in upgrading its utility services for the benefit of the City.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____

Clerk

ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Various CRC properties

GRANT OF EASEMENT

In consideration of the sum of \$281,196 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), in, upon, through and across, and under portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor. Grantee shall ensure that Grantor's public utility lines and facilities are not disturbed and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with Cincinnati Recreation Commission ("**CRC**"), has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the best interest of

the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$281,196, which has been deposited with the Real Estate Services Division.

CRC approved the Easements and Temporary Construction Easements at its meeting on [_____].

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on [_____].

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [_____], passed on [_____].

The respective rights and duties of Grantor and Grantee under this *Grant of Easement* are as follows:

1. **Access.** Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. **Existing Utility Lines.** Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Existing Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers with Existing Utility Lines to enter upon the Easement Areas from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such Existing Utility Lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Existing Utility Lines caused by Grantee, its agents, employees, contractors, and subcontractors.
3. **Clearing of Vegetation.** Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall use best efforts to leave the Easement Areas and Property in a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee will completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee will either re-sod or re-seed the damaged area.
4. **Repair of Damage.** Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and any and all damage to the Property resulting from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services,

or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

5. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
6. No Obstructions. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Areas, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public utility infrastructure and associated equipment, appurtenances, or improvements within the Easements.
7. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.
8. Exhibits. The following exhibit(s) is attached hereto and made a part hereof.

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the ____ day of _____, 2023.

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

Daniel Betts, Director
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

[Grantee Signature Page Follows]

ACKNOWLEDGED AND ACCEPTED BY:
DUKE ENERGY OHIO, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2023

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of **DUKE ENERGY OHIO, INC.,** an Ohio corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

For Grantee's Internal Use:
Work Order # _____
Pad # _____
Prepared Date: _____

Exhibit A
to Grant of Easement

Tract I

Auditor's Parcel No.: 009-0003-0120 thru -0135 & 009-0003-0145

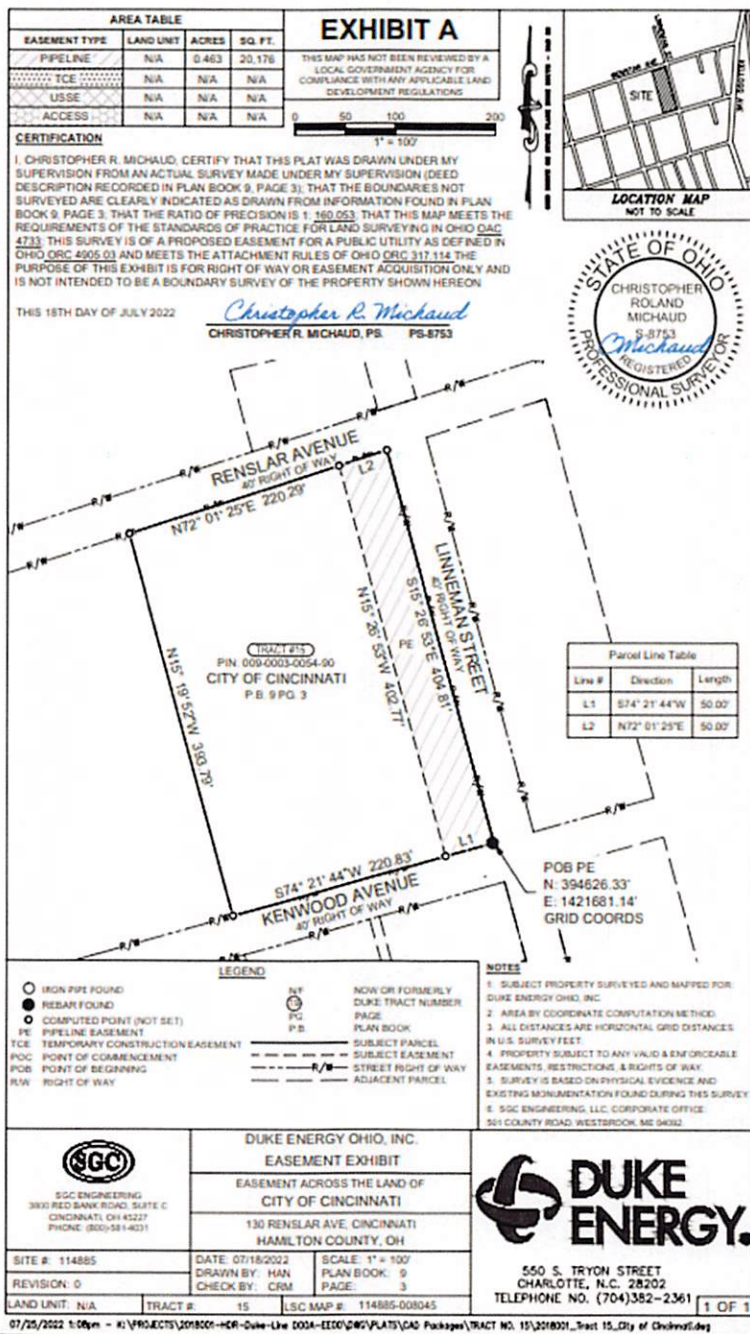


Exhibit A (Cont.)

Tract I

Auditor's Parcel No.: 009-0003-0120 thru -0135 & 009-0003-0145

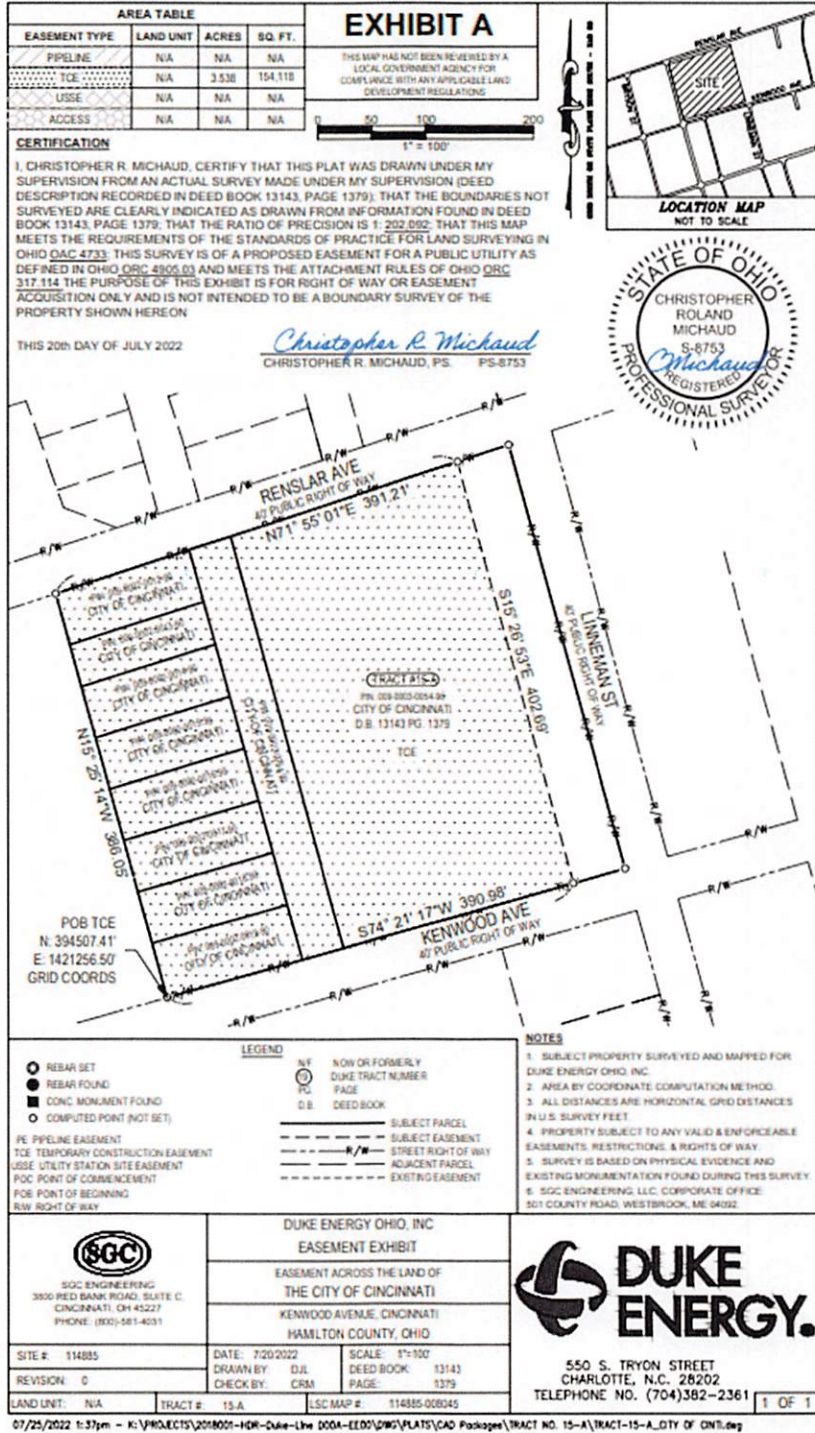


Exhibit A (Cont.)

Tract II

Auditor's Parcel No.: 007-0004-0038

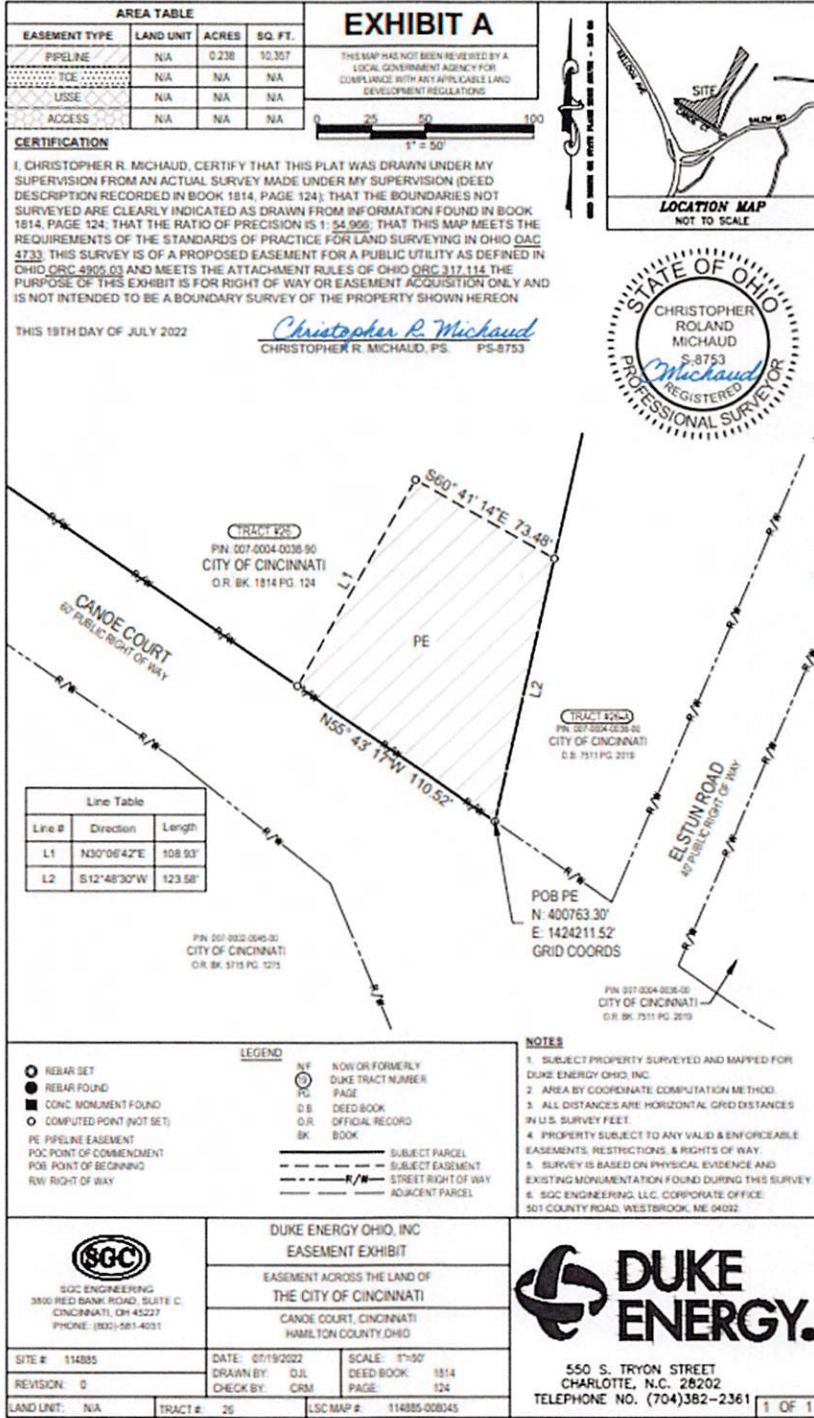


Exhibit B

Tract I

Property Address: 130 Renslar Avenue
Auditor's Parcel No.: 009-0003-0120 thru -0135 & 009-0003-0145
Prior Instrument Ref.: DB 2731, Pg. 325; DB 2735, Pg. 192; and DB 2991, Pg. 446, Hamilton County, Ohio Records

Situate in Anderson Township, Hamilton County, Ohio, and being Lot Nos. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 of Rogers Subdivision in the Village of California, Hamilton County, Ohio, as the same appears of record in Deed Book 868, Page 23, Hamilton County, Ohio Records.

Being the same premises conveyed to Nicholas Brokamp, by Certificate of Transfer No. 189225, as recorded in Deed Book 2693, Page 6, Hamilton County, Ohio Records.

Also:

Situate in the Village of California (now a part of the City of Cincinnati), Anderson Township, Hamilton County, Ohio, and being all of Lot No. 29 of the P. Roger's Heirs Subdivision, as the same appears on the Plat Records of Hamilton County, Ohio in Plat Book 3, Page 263, in the Recorder's Office of Hamilton County, Ohio. Said lot fronts 50 feet on the east side of Haney Street and 130 feet in depth.

Being the same premises conveyed to Morris Gershuny by deed recorded in Deed Book 2725, Page 189, Hamilton County, Ohio Records.

Also:

Situated, lying; and being in the City of Cincinnati, County of Hamilton, State of Ohio and being an Unnamed Alley as shown on Roger's Subdivision recorded in Plat Book 3, Page 263, Hamilton County Recorder's Office and being more particularly described as follows:

From the intersection of the westerly line of Linneman Street (a 40 foot street) and the southerly line of Renslar Avenue (a 40 foot street) measure S67° 36' 40"W along the southerly line of Renslar Avenue a distance of 130 feet to a point in the easterly line of the aforementioned Unnamed Alley (16 feet wide) for the Place of Beginning; thence, S20° 21'E along the easterly line of said Unnamed Alley a distance of 417.05 feet to the northerly line of Kenwood Avenue (a 40 foot street); thence, South 68° 05'W along said northerly line of Kenwood Avenue a distance of 16 feet to a point in the westerly line of said Unnamed Alley; thence, N20° 21'W along said westerly line a distance of 416.90 feet to a point in the said southerly line of Renslar Avenue; thence, N67° 36' 40"E along said southerly line of Renslar Avenue a distance of 16 feet to the Place of Beginning.

Being the same premises vacated as public right-of-way by Cincinnati City Council by Ordinance No. 336-1958, passed by Council on September 24, 1958.

Tract II

Property Address: Kellogg Avenue
Auditor's Parcel No.: 007-0004-0038-90
Prior Instrument Ref.: DB 1841, Pg. 124, Hamilton County, Ohio Records

Also, the following described real estate, to-wit: Situated in Military Survey No. 1723 in Anderson Township, Hamilton County, State of Ohio and more particularly described as follows: Beginning at a point in the center line of Kellogg Avenue at the southwest corner of Lot Seven of the W.P. Elstun Farm Subdivision, as recorded in Plat Book 4, page 60, Hamilton County Recorder's Office; thence north 8 degrees, 30 minutes East in the west line of said Lot No. 7 a distance of 528.00 feet to an angle in said west line; thence north 25 degrees, 30 minutes east in the west line of said Lot No. 7 and lot eight (8) of said subdivision, 924 feet to the northwest corner of said Lot No. 8; thence northwestwardly in the southwesterly line of Lot No. 5 of said subdivision 205.92 feet, more or less, to the easterly bank of the Little Miami River; thence southwestwardly along the easterly bank of the Little Miami River 1515 feet more, or less, to the center line of Kellogg Ave; thence southeastwardly in the center line of Kellogg Ave. 825 feet, more or less, to the place of beginning, subject to the rights of the public in all legal highways, and subject also to the right-of-way of the Cincinnati, Georgetown and Portsmouth Railway Company, and being part of the real estate transferred to grantor herein by Affidavit of Inheritance to the grantor herein and Ray Gallagher as the heirs of James Gallagher, deceased.

November 6, 2023

To: Members of the Budget and Finance Committee

202302302

From: Sheryl M. M. Long, City Manager

Subject: Presentation – FY 2023 Carryover to FY 2024: Administration’s
Recommendations

Attached is a presentation regarding the FY 2023 Carryover to FY 2024 for the Budget and Finance Committee meeting on November 6, 2023.

cc: William “Billy” Weber, Assistant City Manager
Natasha Hampton, Assistant City Manager
Virginia Tallent, Assistant City Manager
Andrew Dudas, Budget Director

Budget and Finance Committee

FY 2023 Carryover

November 6, 2023

FY 2023 Carryover to FY 2024

FY 2023 Carryover Amount:

- \$26.2 million (includes \$8.1 million net carryover from FY 2022)
 - Resulting from a combination of revenues exceeding estimates, expenditure savings, and prior-year cancelled encumbrances.

Stabilization Funds Policy

Goal:

- Set aside at least 16.7% of general operating budget revenues as reserves.
- Minimum reserve amount is based on the Government Finance Officers Association (GFOA) recommended goal of two months of estimated revenues.
- Reserve balance is critical to the City's credit ratings.

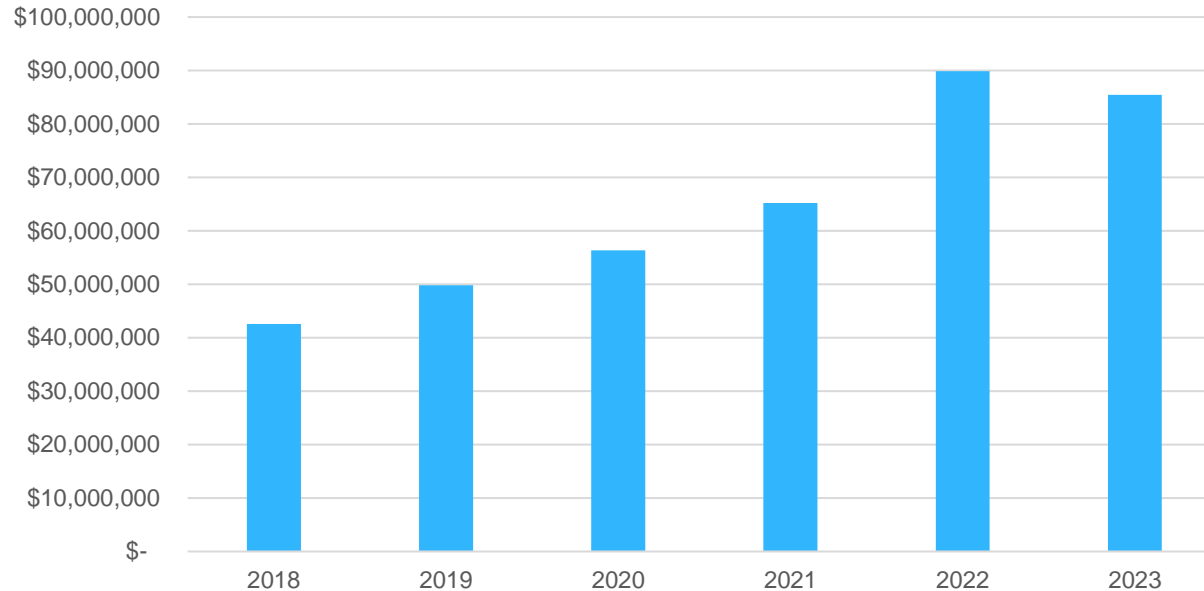
Reserve Account Balances

Balances June 30, 2023
After Proposed Transfers

Annual FY 2023 Revenue	\$488,045,786	
Working Capital Reserve	\$41,463,006	8.50%
General Fund Contingency Account	\$9,760,916	2.00%
Economic Downturn Reserve	\$26,919,674	5.52%
General Fund Carryover Balance (After Uses)	<u>\$7,320,687</u>	<u>1.50%</u>
Total Combined Reserves	\$85,464,283	17.51%
Income Tax Reserve for Refunds	<u>\$50,015,389</u>	
Total Combined Reserves	<u>\$135,479,672</u>	

Reserves* History Since 2018

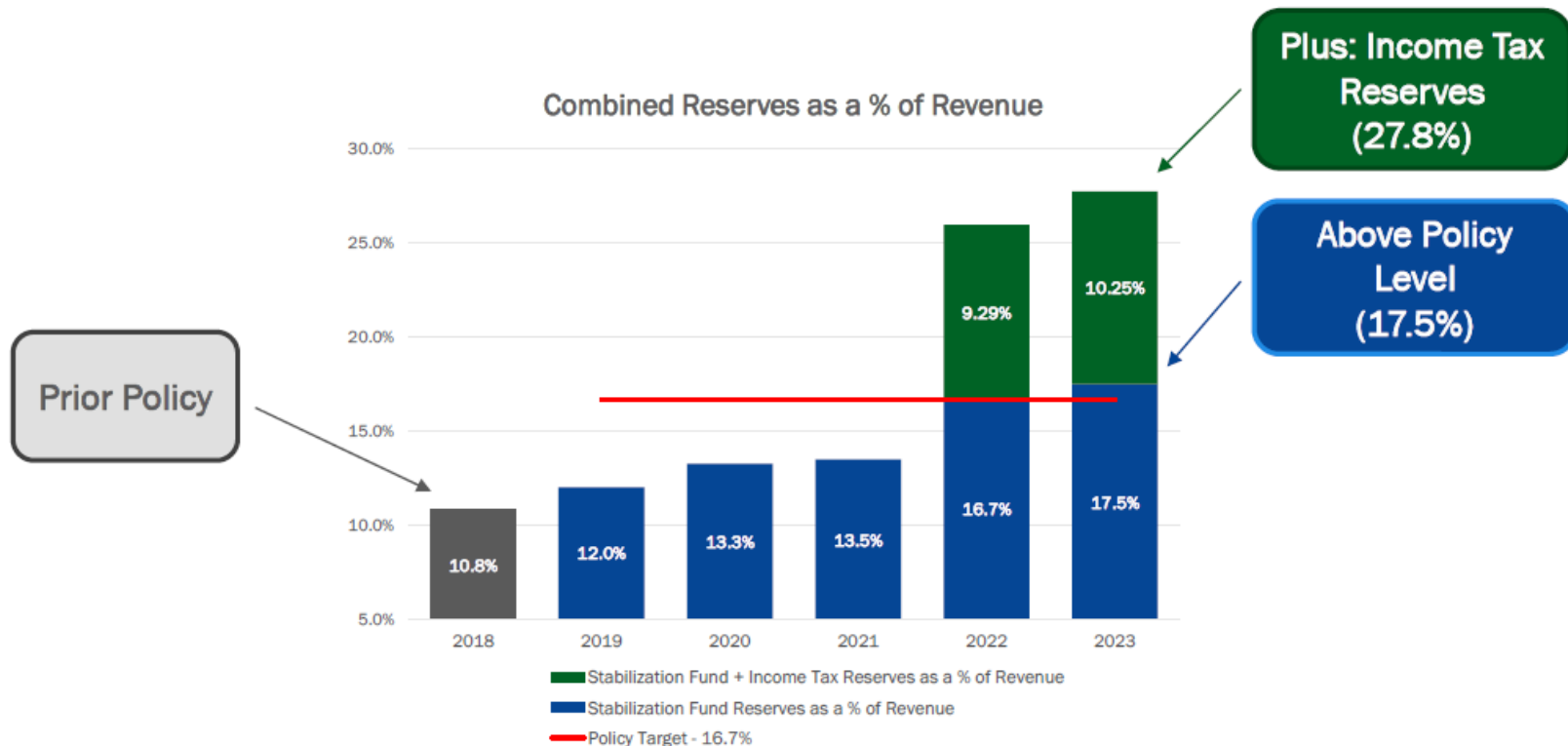
Combined Reserve Balances



Our reserve balances have increased approximately 100% since 2018.

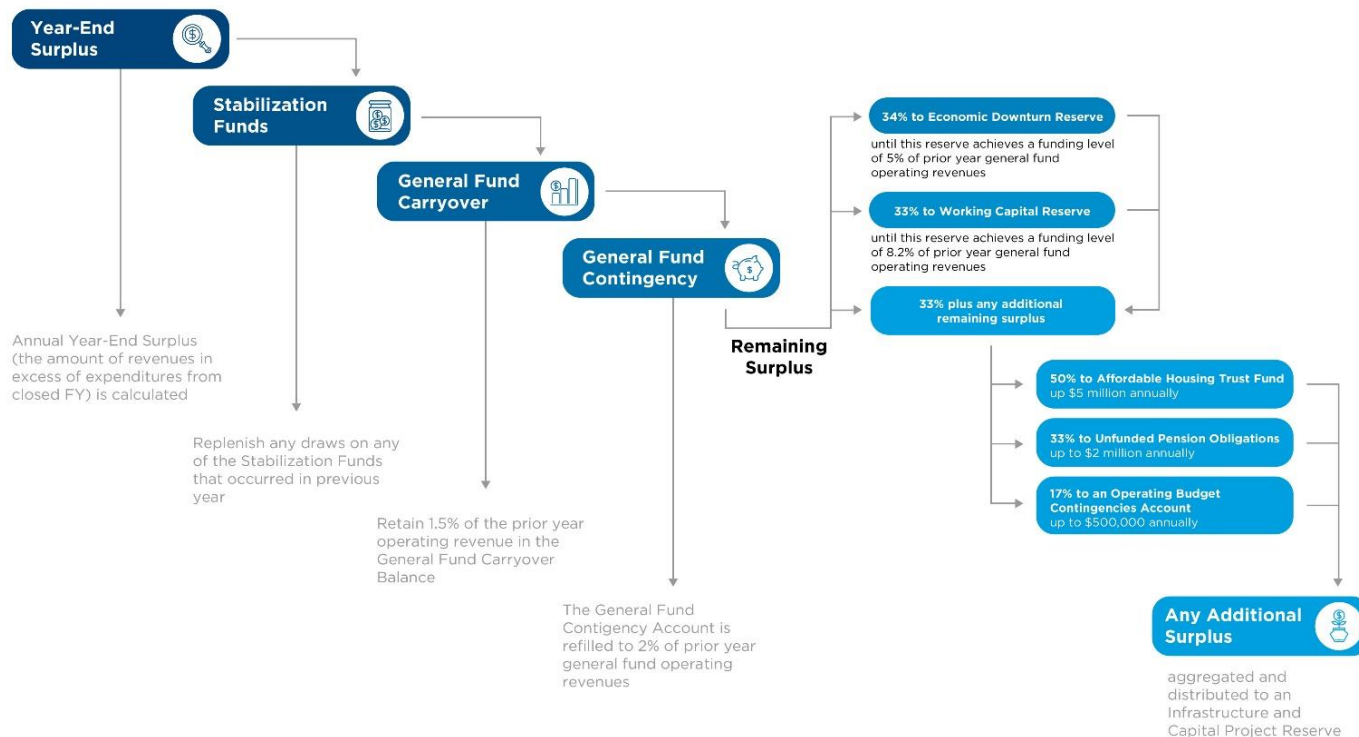
*Reserve amounts are after transfers, and the year refers to the year being closed out.

Reserves* History Since 2018



*Reserve amounts are after transfers, and the year refers to the year being closed out.

Stabilization Funds Policy: Waterfall Funding Mechanism



Administration's Recommended One-Time Uses for Additional Surplus

Deferred Capital Maintenance (65% of remaining amount) = **\$7.1 million**

- Enterprise Technology Solutions = **\$1.8 million**
 - City Radio Replacements = \$0.8 million
 - This will set aside funds for radio replacements which is a +\$10m overall project with radios set to become obsolete in 2025.
 - Lifecycle Asset Replacement = \$0.5 million
 - This will provide funds to replace various Windows based devices that are no longer supported.
 - Uninterruptable Power Supply (UPS) Systems = \$250k
 - UPS provides power for various network components to keep the City's critical IT infrastructure available during power outages.
 - Phone System / Unified Communications System = \$250k
 - This will provide funds for an ongoing project to replace the City's legacy phone system.

Administration's Recommended One-Time Uses

Deferred Capital Maintenance (65% of remaining amount) = **\$7.1 million** (continued)

- City Manager's Office = **\$0.4 million**
 - A Solar Panel Battery Backup Resiliency Hub in College Hill was funded in the FY 2024 Capital Budget.
 - The next two locations will be in Millvale and Evanston.
 - Funding will enable a second location to be completed and provide partial funding for the third location.

Administration's Recommended One-Time Uses

Deferred Capital Maintenance (65% of remaining amount) = **\$7.1 million** (continued)

- Community and Economic Development = **\$1.0 million**
 - Parking Garage Improvements: Funds will be available to be deployed for capital improvements needed at any City owned off-street parking garage. A large portion of these funds are intended to be utilized at the Town Center Garage for continued maintenance and repair during CY 2024, while the City undergoes additional engagement on the long-term use for that site.

Administration's Recommended One-Time Uses

Deferred Capital Maintenance (65% of remaining amount) = **\$7.1 million** (continued)

- Public Services – City Facilities Management = **\$3.4 million**
 - Asbestos Abatement = \$1.0 million
 - Funds will address the remediation of City facilities with asbestos, particularly asbestos glazed windows.
 - Public Safety Facilities = \$1.0 million
 - Funds will be used for various improvements at public safety facilities.
 - Fire Training Center = \$0.5 million
 - Funds will be used to cover additional costs related to the Fire Training Center.

Administration's Recommended One-Time Uses

Deferred Capital Maintenance (65% of remaining amount) = **\$7.1 million** (continued)

- Public Services – City Facilities Management = **\$3.4 million** (continued)
 - Electrical Arc Flash Hazard Study and Mitigation = \$400k
 - Funds will be used to make electrical upgrades required at City facilities.
 - HVAC Upgrades = \$250k
 - Funds will be used to upgrade HVAC systems in City facilities.
 - Safety Upgrades = \$250k
 - Funds will be used to make upgrades to safety and security systems in City facilities.

Administration's Recommended One-Time Uses

Deferred Capital Maintenance (65% of remaining amount) = **\$7.1 million** (continued)

- Public Services – Fleet Services = **\$0.5 million**
 - Police Department SWAT Vehicle Replacement

Mayor's Recommended One-Time Uses

Items Contained in Separate Ordinance (Item #202302300)

- Industrial Site Redevelopment = **\$1.6 million**
- West End Community Development Initiatives = **\$2.0 million**
- Keep Cincinnati Beautiful (KCB) Capital Facilities Improvements = **\$250k**

Questions?

November 6, 2023

To: Members of the Budget and Finance Committee 202302319
From: Sheryl M. M. Long, City Manager
Subject: **Presentation – City Manager Sheryl M.M. Long’s Year in Review**

Attached is a presentation regarding City Manager Sheryl M.M. Long’s Year in Review.

cc: William “Billy” Weber, Assistant City Manager
Natasha S. Hampton, Assistant City Manager
Virginia Tallent, Assistant City Manager

CITY MANAGER SHERYL M.M. LONG
YEAR IN REVIEW

November 6, 2023



Year in Review

Mr. Mayor & Members of Council,

I am excited and humbled to have reached a major milestone in my career as a public servant: one year as City Manager, at a moment when the Administration, Mayor, and Council are auspiciously aligned in our efforts to lead the great city of Cincinnati. As many of you have heard me describe, a major theme of my first year as City Manager—and one that I expect to maintain going forward—is the notion of *breaking things down to build them back up*.

Thank you for the opportunity to review my first year as City Manager. I look forward to our future success as leaders, collaborators, and public servants.



Table of Contents



Mission Statement

Introduction of the new City of Cincinnati mission statement.

Public Safety & Health

Reduce crime and improve the wellbeing of all residents, communities, and neighborhoods.

Thriving Neighborhoods

Ensure all residents have access to affordable, clean, resilient, and beautiful neighborhoods.

What's Next

Outline goals for the year ahead.



Excellent & Equitable Service Delivery

The City will deliver best-in-class services to all residents.

Growing Economic Opportunity

Ensure all residents and businesses have access to the tools they need to achieve economic stability and prosperity.

Fiscal Sustainability

Ensure the City plans for long-term financial stability that can support a budget that reflects the needs of the community.



MISSION STATEMENT

Through collaboration with our community and partners, we will work to preserve and improve our residents' lives by delivering effective, friendly, and efficient services.

We will employ the following strategies in pursuit of our mission:

People | Create disciplined leaders at all levels of City operations that are passionate and committed to our mission, and who work effectively to accomplish it.

Accountability | Develop a culture and practice that understands the importance of setting performance goals, measuring our progress, and following through on direction and obligations.

Focus | Create strategic alignment around a common set of outcomes and prioritize resources and actions to advance them.

Collaboration | Develop a culture and practice of collaborating, listening, and communicating with our colleagues, elected officials, partners, and community.

Impact | Maximize impact through efficient use of resources, leveraging technology, optimizing revenues, and continual evaluation of the effectiveness of existing resource investments.

Equity | Adopt an intentional, aggressive, and transparent approach to addressing inequities in our community through action at every level of city operations.

Strategic Initiative Execution Teams

Created to establish the framework and supporting routines needed for a more proactive, collaborative, and disciplined approach to citywide decision-making.



Excellent & Equitable Service Delivery

People-Centered Leadership | Customer Experience |
Data-Driven Culture | Equity-focused Delivery |
Open Dialogue with Community



Thriving Neighborhoods

Affordable Housing | Tenant-Centered Housing |
Climate Resilience | Desirable Destination



Public Safety & Health

Violence Reduction | Diversion | Emergency Readiness |
Protective Health



Fiscal Sustainability

Transparent, Collaborative Budgeting | Financial Resilience |
Evaluate Proportional Allocations | Asset Management



Growing Economic Opportunity

Job Mobility | Racial Wealth Equity | Business Expansion |
Conducive Infrastructure

Management Priorities

Priorities agreed upon by Council on October 30, 2023.



Management

Recruitment | Retention | Employee Morale | Major Hires |
Culture of "Yes, And" | Remove Bottlenecks



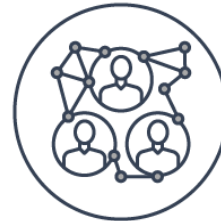
Leadership

Ability to prioritize, delegate, and lead



Government Efficiencies

Remove Unnecessary Bureaucracy | Move Projects Forward |
Use Data-Driven Approach



Relationship & Collaboration

with Council, Mayor, and Community Partners



Communication Skills

Internal | External



EXCELLENT & EQUITABLE SERVICE DELIVERY



The City will deliver best-in-class services
to all residents

01

Strategic Improvements

With a focus on successfully driving key strategic initiatives, our team has executed several data-driven improvements in key service areas.



03

Communication & Outreach

Being available, making information easy to find, and answering questions are all fundamental components of building trust; but beyond this, intentional and proactive outreach is necessary to reach people where they are.



02

Employee Development

Attracting, retaining, and developing talent was a priority for me in my first year as I focused on our workforce and filling key director-level vacancies.



Strategic Improvements

From a strategic framework for executing city-wide goals to monitoring department performance and improving in key service areas, these major projects capture some of our top priorities in year one of my administration.



Data-Driven Projects

SIET, Performance Management, Data Solutions, Procurement Innovation Working Group, HR Innovation



IT Systems & Organizational Improvements

OnBase, CAGIS Realignment, 311 Cincy Customer Service Program



Accessibility Improvements

Americans with Disabilities Act (ADA) Self Evaluation and Improvement Plan RFP, CAFE, GARE



CINCINNATI, OH

IS A WHAT WORKS CITIES
GOLD-CERTIFIED CITY!

*Recognized for excellence in
data-driven local government*

WhatWorksCities.org/Certification

Bloomberg
Philanthropies

What Works Cities
Certification

RESULTS
FOR AMERICA



Employee Development

It is my goal to create disciplined leaders at all levels of City operations that are passionate and committed to our mission, and who work effectively to accomplish it.



Filling Critical Vacancies

Selected new leaders for key roles in various departments, including the 16th Police Chief. Extensive search process exemplifies my commitment to transparent processes and hearing community voices.



Professional Development

Fostered my team's professional development through leadership training with the ICMA Leadership Academy, national conference options, and executive-level coaching for our directors to strengthen their skillsets.



Recruitment

Building the right team and providing stability for our staff City-wide. City staff are the heartbeat of our City, and I have worked hard to incorporate a variety of participatory events to bolster employee morale and pride.



Communication & Outreach

Exceptional communication is paramount to government transparency. I am not satisfied to expect Cincinnatians to always engage with City government only when we invite them to. Instead, it is my priority to bring the work of the Administration into the community where people already are, and to engage with them in frictionless ways.



Internal Communication

Goal is to always be accessible as City Manager, and to lead via conversation. Proactively created a monthly newsletter to Council and City employees with important Administrative updates.



Community Outreach

Extensive community engagement at local events and the creation of Rock the Block, a signature project that invites staff members to more directly engage with residents everywhere.



Emergency Communications

Expanded our emergency communications operations to include alerts to our elected officials and a new, detailed process to alert the public in the case of an emergency.

city of
CINCINNATI
OFFICE OF
THE CITY MANAGER

What's New at City Hall?

Sheryl's Shout Outs



What a summer! Cincinnati has been in the spotlight for huge concert series, Black Tech Week, Music Fest and the Black Family Reunion. The past few months have been jam-packed with fun events that have highlighted our city. None of it is possible without your help. City staff have been working at every hour, day and night, to keep our city clean, make sure it is safe and be the best host to tens of thousands of guests. I so appreciate all your hard work this summer and for choosing to be #TeamCincy!





PUBLIC SAFETY & HEALTH



Reduce crime and improve the wellbeing of all residents,
communities, and neighborhoods

01

Innovative Problem-Solving

Building a strong partnership with the community is essential. Engaging citizens in ensuring safety can lead to better outcomes and greater trust in law enforcement.



03

Recruitment & Retention

Both CPD and CFD face looming retirements in the next four years, spurring a need for additional recruitment now. Through collaboration between my office and OPDA, we are launching new ways to attract candidates.



02

Violence Reduction

2023 saw an overall reduction in violent crime in Cincinnati.



Innovative Problem-Solving

CPD and the City Manager's Office continue to work together to identify meaningful ways to collaborate directly with the public, especially to augment the work of existing groups and to respond to crime in specific priority areas.



Alternative Response to Crisis

Alternative Response to Crisis (ARC) is a City of Cincinnati program designed to help those in crisis using the most appropriate and least invasive intervention available. This year we allocated additional funds to expand the response area.



Community Working Groups

The City Manager's Office has convened several working groups aimed at strategically addressing safety and disorder challenges in target areas. These areas include Main Street OTR, CUF, the Banks, and Government Square.



Summer in Cincy

Created an information hub, available on the City website, that provided summer resources for youth and their families.



Violence Reduction

2023 saw an overall reduction in violent crime. Thankfully, this decline reflects a reduction in gun violence as well—the number of shooting victims in 2023 is down 13% compared to the three-year average.



PIVOT

PIVOT is a strategy developed to address small areas where gun violence has been chronic and sustained. This strategy focuses on identifying place networks that facilitate violence. The goal is to disrupt offenders’ ability to cause harm using a problem-oriented approach that capitalizes on focused deterrence and place network interventions.



Crime Gun Intelligence Center

CGIC puts people representing different parts of the justice system in one place to pinpoint the source of gun violence across the Tri-State.



Violent Crime Reduction

2023 saw an overall reduction in violent crime, including the number of shooting victims going down by 13% compared to the three-year average. CPD and the Law Department successfully shut down several facilities contributing to the number of shootings in specific areas throughout the City.



City-wide Shooting Victim Counts, January 1 - August 31

Shooting Victim Type	2020	2021	2022	2023	Change from 2022		Change from 3-Year Average	
					Count	% Change	Count	% Change
Fatal	62	49	41	45	4	9.8%	-6	-11.2%
Non-Fatal	291	215	239	216	-23	-9.6%	-32	-13%
Total	353	264	280	261	-19	-6.8%	-38	-12.7%

Recruitment & Retention

Key to our recruiting efforts is reducing the amount of time it takes to hire candidates while ensuring each applicant is properly vetted.



Ongoing Hiring Process

Working with Central HR to move to online testing and a monthly cadence of in-person testing. The hiring process is now ongoing so that candidates can complete applications at any time.



Supportive Training Process

To reduce the loss of candidates during the initial CPD fitness exam, Recruitment and Background has voluntary workouts, three times per week, to help candidates prepare. Currently we average 20-25 applicants per session, meaning CPD has a touchpoint to keep candidates involved in the process.



Building a Pipeline of Talent

CPD is developing the Police Understudy and Apprenticeship programs; CPD, CFD, and ECC all collaborate with Cincinnati Public Schools on the Public Safety Academy.





GROWING ECONOMIC OPPORTUNITY



Ensure all residents and businesses have access to the tools
they need to achieve economic stability and prosperity

01

Career Pathways

Geared towards youths aged 14-24, CPI features three tracks: expanding youth jobs within city departments and community partnerships, connecting young adults to entry-level city employment, and fostering entrepreneurship.



Cincinnati Financial Freedom Blueprint

The goal of this blueprint is to ensure every resident has the opportunity to achieve financial freedom through asset ownership.



02

Financial Freedom

The Cincinnati Financial Freedom Blueprint was the culmination of a yearlong collaboration with the Mayor's Office to develop a strategy to address the racial wealth gap in Cincinnati.

03

Delivery of Financial Support

We have made critical process improvements to help us more efficiently distribute financial assistance to our partners and residents in need.



Career Pathways

Geared towards young Cincinnatians aged 14-24, CPI features three tracks: expanding youth jobs within city departments and community partnerships, connecting young adults to entry-level city employment, and fostering entrepreneurship.



Consistent Touchpoints

To date, CPI has had contact with more than 2,100 young people through visits to schools, at career fairs, and via connections with workforce development partners across the city.



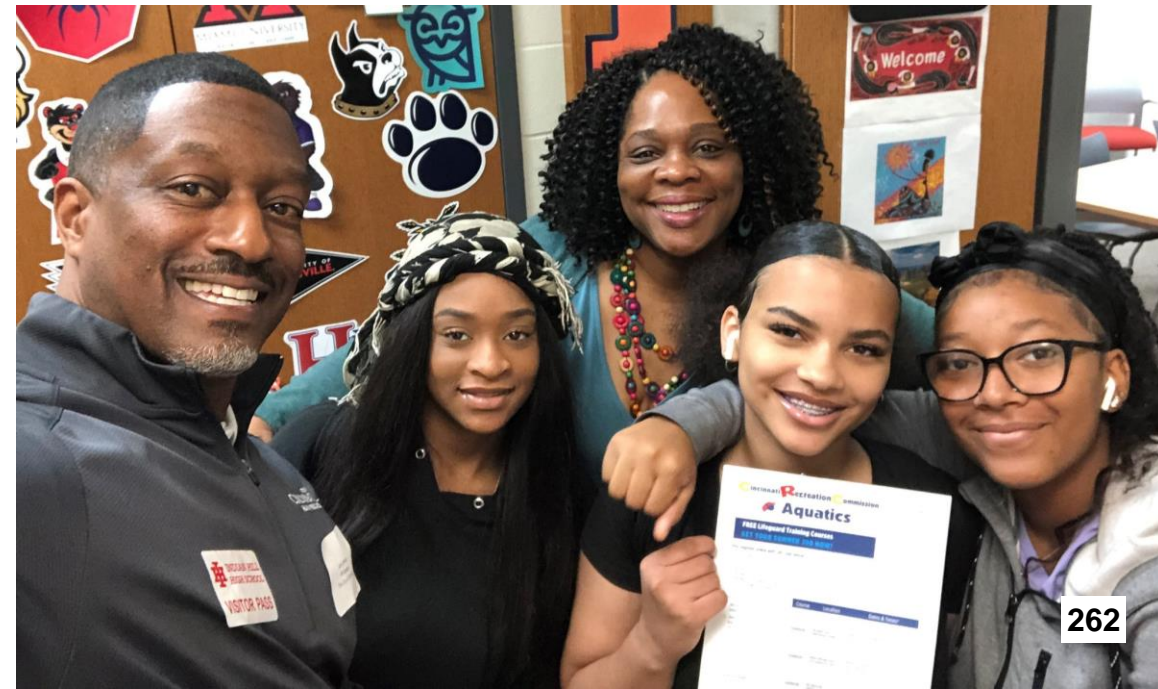
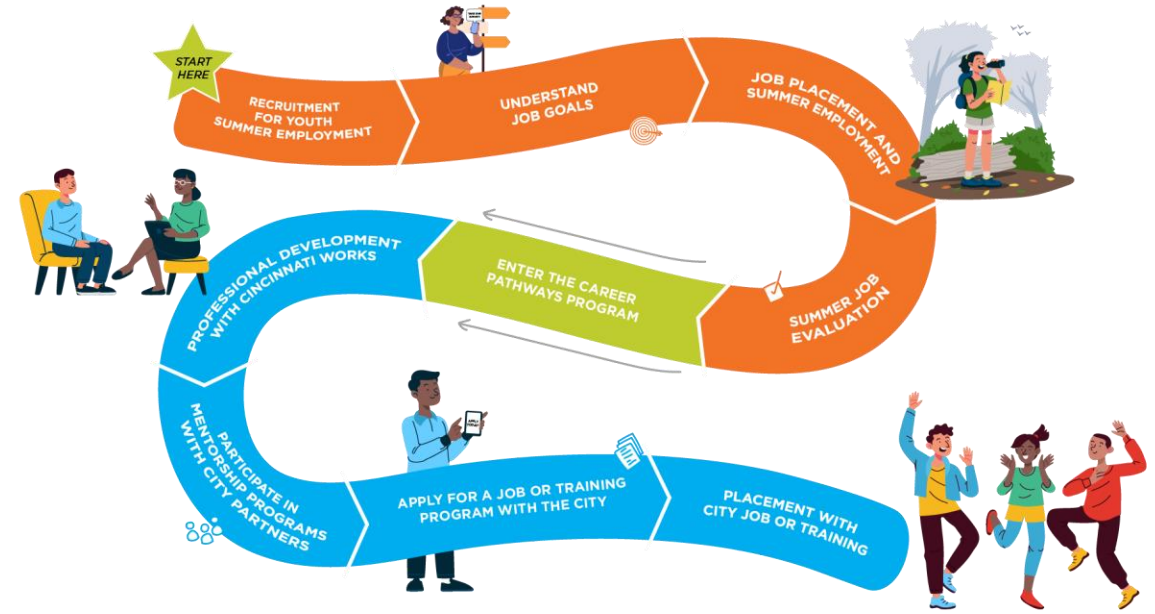
Youth Employment

Through CPI, the City has employed more than 700 youth (ages 14-24) as City employees in a variety of positions.



Promote Public Service Careers

The Pathways team works to communicate that a career in public service can provide not only an opportunity to grow professionally, but a chance to give back to the community you came from or plan to be a part of in the future.



Financial Freedom

Whether through research and policy recommendations or the work happening every day in our departments, it's my goal that all residents and businesses have access to the tools they need to achieve economic stability and prosperity.



Financial Freedom Blueprint

The Cincinnati Financial Freedom Blueprint was the culmination of a yearlong collaboration with the Mayor's Office to develop a strategy to address the racial wealth gap in Cincinnati.



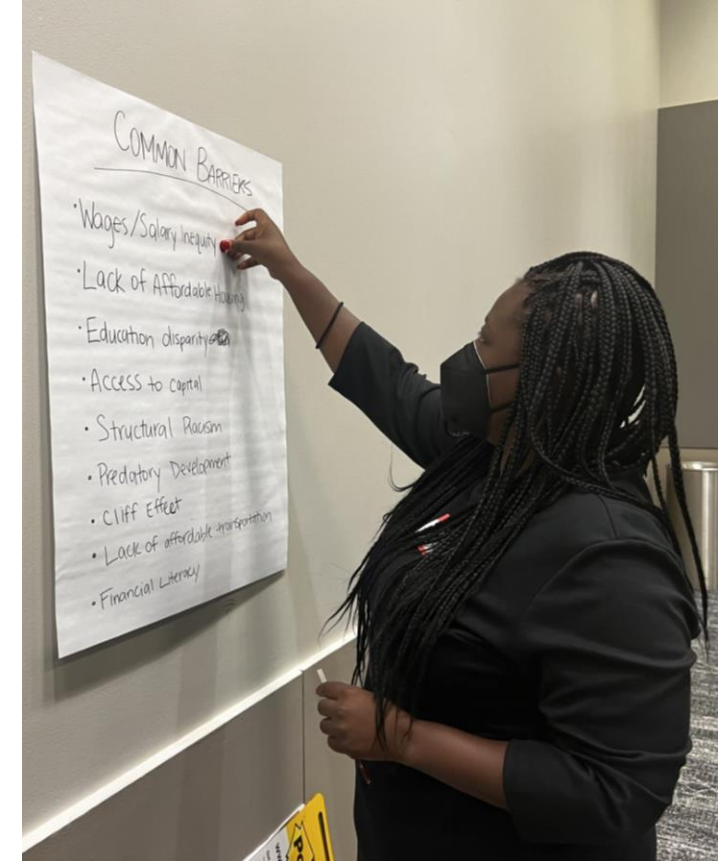
Certified Business Efforts

The Department of Economic Inclusion continues to make strides in engaging minority business owners and building relationships across the City to promote equity in our business contracts. They've hosted several events throughout the year, including the second annual Business Enterprise Expo.



Training & Support

In addition to large-scale events, DEI has launched an event series focusing on access to capital, including business financial seminars and open houses aimed at relationship-building between certified MBE/WBE/SBEs and local financial institutions.



Delivery of Financial Support

We have made critical process improvements to help us more efficiently distribute financial assistance to our partners and residents in need.



Community Development Block Grants

With a lot of heavy lifting by the expanded Office of Grant Administration and several departments, we've achieved HUD's timeliness objective for CDBG deployment for the first time since 2016.



Neighborhood Catalytic Capital Improvement Program

Under my leadership and in coordination with Council, the Administration established and executed a new program to review funding requests for neighborhood capital projects and to make recommendations to Council.



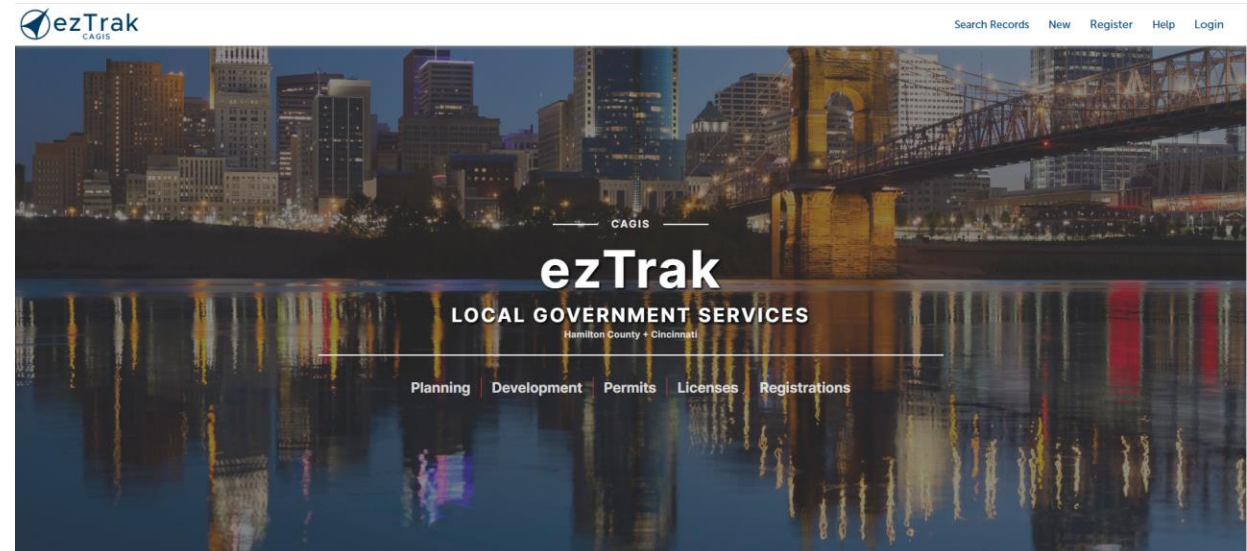
Leveraged Support Application Process

Updated process allowed the Administration to make informed decisions regarding the recommended allocations to Council in the FY24 budget.



Residential CRA Online Application

The application went live recently to support the changes to the Residential CRA program that were made by Council and effective September 1, 2023.





THRIVING NEIGHBORHOODS



Ensure all residents have access to affordable, clean, resilient,
and beautiful neighborhoods

01

Quality of Life

Our strategies are designed to address both the physical and social aspects of housing, with a focus on promoting the well-being of residents and preserving the fabric of historically marginalized neighborhoods.



03

Policy Improvements

My Administration is actively creating meaningful, community-centered policy changes that improve livability in Cincinnati.

02

Pedestrian Safety

The City established its own Pedestrian Safety Program Team in order to expedite pedestrian safety projects while simultaneously saving City resources.



Quality of Life

Our strategies are designed to address both the physical and social aspects of housing, with a focus on promoting the well-being of residents and preserving the fabric of historically marginalized neighborhoods.



Code Enforcement Response Team (CERT) and Place-Based Initiatives Manager

CERT brings City enforcement teams together to align around complex or multidisciplinary code enforcement issues. The multi-departmental response, in partnership with our new Place-Based Initiatives Manager role, aligns goals and makes more efficient use of available resources.



Improved Homeless Encampment Response

Worked to reorient response to homeless encampments to include effective collaboration with local street outreach teams, housing providers, emergency shelter providers, and others.



Prosecution of Bad-Acting Landlords

We have taken steps to hold landlords accountable to make sure habitable, affordable housing is available to all City residents.



Affordable Housing Communication & Service Delivery

Created an affordable housing dashboard, maintained effective working relationships with affordable housing providers and developers, and appropriated 3-4 times more funding to affordable housing projects in partnership with the Mayor and Council.



Pedestrian Safety

The City established its own Pedestrian Safety Program Team in order to expedite pedestrian safety projects while simultaneously saving City resources.



Centerline Hardening Pilot Project

Designed and implemented the Centerline Hardening Pilot Project.



Concrete Speed Cushions

Designed and installed Cincinnati's first two sets of concrete speed cushions.



Community Council Partnerships

Worked with community councils to identify priority improvement locations and begin design on 40 projects.



Ped Bike Crew

The Ped Bike Crew has completed four repairs and nine projects.



Policy Improvements

My Administration is actively creating meaningful, community-centered policy changes that improve livability in Cincinnati.



Connected Communities

The Department of City Planning and Engagement is working hard on the development of Connected Communities—a series of policy proposals, including zoning changes, that aim to increase housing production and affordability.



Green Cincinnati Plan

This year, the City completed its 5-year update to the Green Cincinnati Plan (GCP), establishing Cincinnati as a national leader in sustainability and setting ambitious goals for the future. GCP specifically recognizes the inequities in our communities and provides solutions to increase tree canopy, promote green infrastructure, and eliminate disparities in our communities.





FISCAL SUSTAINABILITY

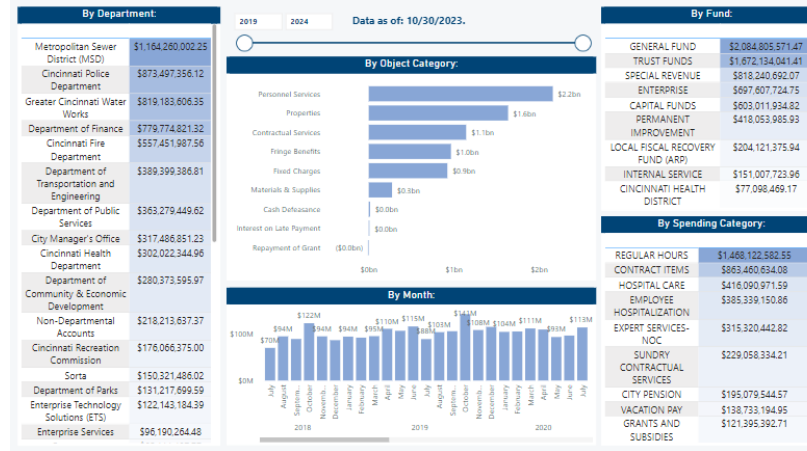


Ensure the City plans for long-term financial stability that can support a budget that reflects the needs of the community

01

Improved Budget Process

We improved the efficiency and smoothness of the biennial and fiscal budget process through intentional administrative processes.



03

Sustainability

As another planning measure for future fiscal years, I have directed an internal facing initiative to explore where there are opportunities for better financial management and revenue enhancements.



02

Performance-Based Budgeting

As part of preparations for future operating budget deficits, I am leading a move to performance-based budgeting over three fiscal years.



Improved Budget Process

This process started by establishing a budget development schedule and pace that allowed for engagement and informed decision-making, for both the Administration and Council. It also relied on clear communication—both internal and external—including robust education and engagement with the public.



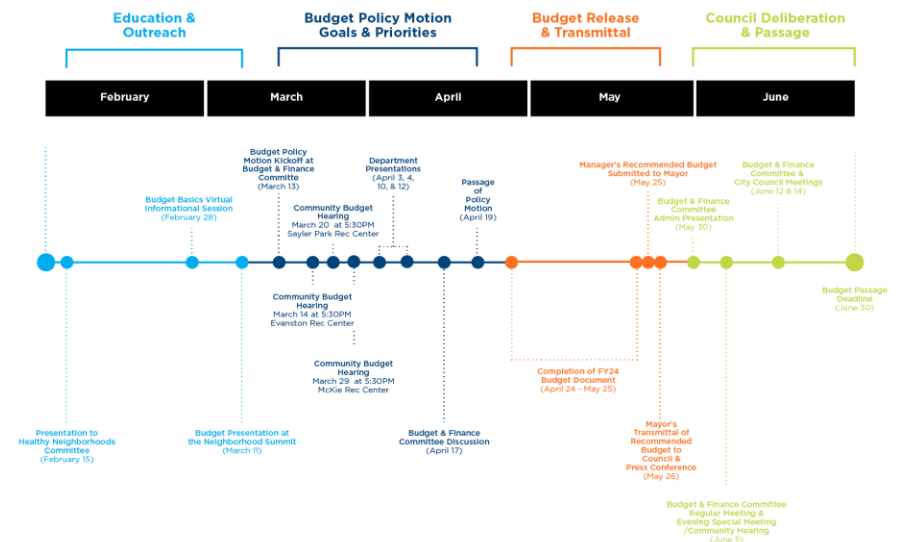
FY24-25 Biennial Budget

The budget process started earlier, allowing the Administration to more effectively communicate (internally and externally) what steps would be happening and when. Going slow and allowing the process to take more time resulted in the most transparent budget experience in recent memory.



Engagement & Education

Each Department was required to establish clear and data-based key performance indicators and a more robust internal process was set up for reporting on these indicators. When we took the budget process to the public, we relied on engaging, informative experiences, including "Budget Basics" and a mock game show.



Performance-Based Budgeting

As part of preparations for future operating budget deficits, I am leading a move to performance-based budgeting over three fiscal years.



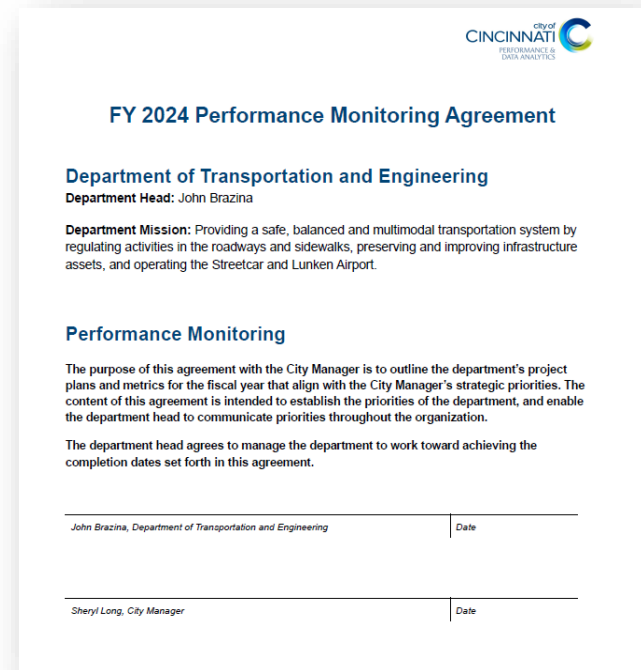
Performance Agreements

Each department was required to establish clear and data-based key performance indicators, and a more robust internal process was set up for reporting on these indicators.



Service Catalogues and Performance Measures

During this year, the City Manager's Office, Budget, and OPDA have been working to build and launch a department-by-department program to help each department establish a clear service catalogue and performance measures.



Department Metrics

Pedestrian Safety Program

These metrics are reported quarterly to CMO throughout FY24.

Number of pedestrian-involved accidents by month:

Goal: 15% reduction in pedestrian crashes from the previous year

% met goal (quarter):

Number of staff processing:

THRIVING NEIGHBORHOODS

Strategic Initiative Executive Tool (SIET) Cohort or Working Group:

- Pedestrian Safety, Sustainability & Transportation Infrastructure

Sustainability

As another planning measure for future fiscal years, I have directed an internal facing initiative to explore where there are opportunities for better financial management and revenue enhancements.



Revenue Enhancements

The two most prominent components of this initiative are research into fees that the City charges, as well as a deep dive into our parking system.



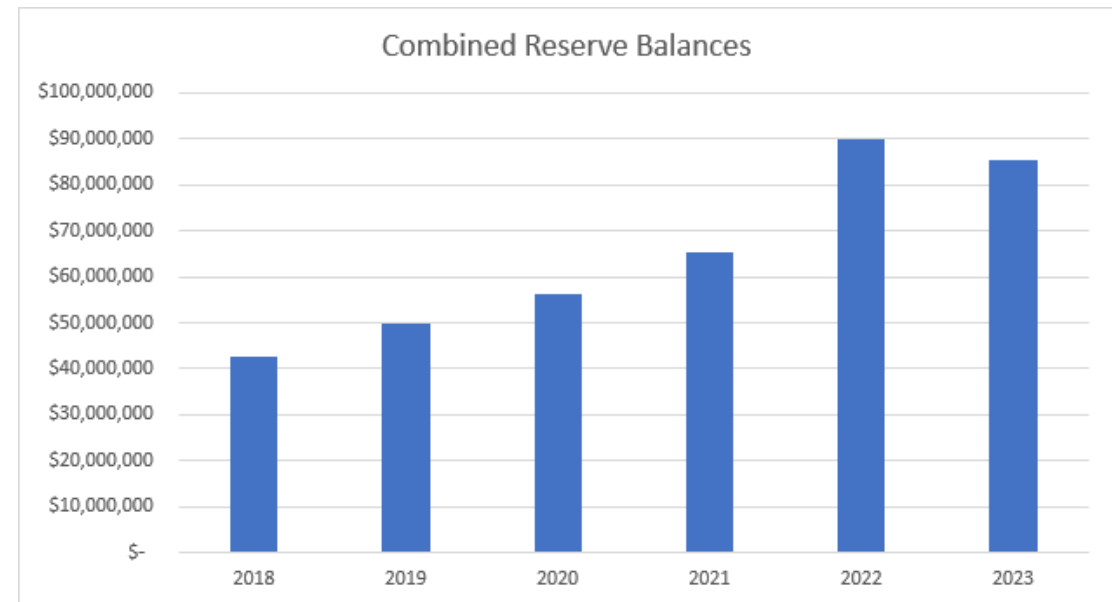
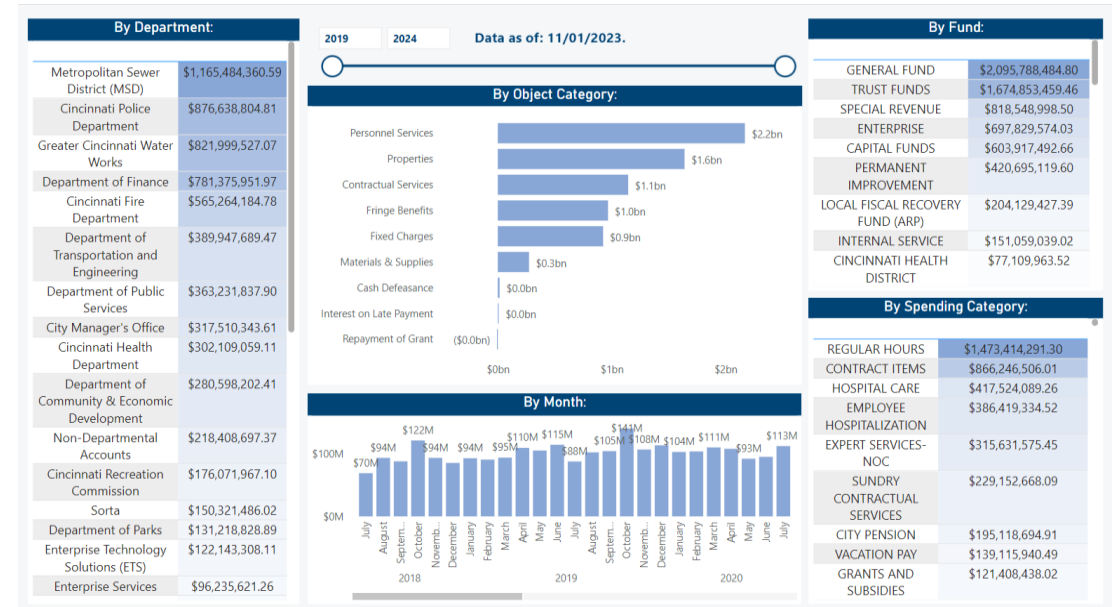
Rollback Policy

This year, under the leadership of the Mayor and Council, my recommendation to end the tax rollback policy was accepted. This is an important pivot point for diversifying the City's operating revenue sources



Reserve Balances

The City's new reserve balance represents a more than 100% increase over the last five years and is a testament to sound financial management of both expenses and revenues.



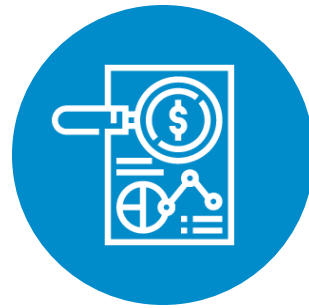
What's Next

We will continue to improve upon the foundational changes we have identified and increase accountability, expand our use of new tools, and responsibly prepare for the future.



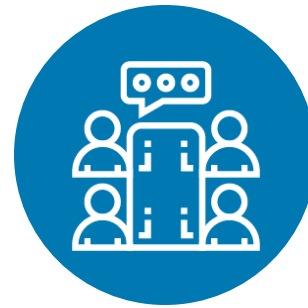
IT Investments

Expand our use of OnBase to improve efficiency and effectiveness



Performance-based Budgeting

Connect performance management and resource allocation decisions



Matrix Assessments

Perform workforce climate assessments with City Departments



Cincy on Track

Prioritize projects and engage communities ahead of infrastructure investment



Futures Commission

Taking proactive steps to anticipate the report's recommendations, so we can make decisions quickly and confidently



In Conclusion

The opportunity to serve the City of Cincinnati in the highest professional capacity is an enormous one, and the responsibility that comes with the role of City Manager is not one I take lightly. I began my career as a public servant by wondering what I could do to alleviate housing and quality of life issues I saw every day; now, as administrative leader of a major U.S. city, I still place human consequences at the center of each decision I make.

When we work transparently, we can better invite the public to join us. When we collaborate seamlessly, we grow pride in local government. And when we strategize intentionally, we find solutions that make our city the best it can be.

Thank you for the opportunity to serve as City Manager and for your support in my first year of work.



THANK YOU

Shelley

2023 09249
Date: October 25, 2023

To: Mayor Aftab Pureval and Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Ordinance – Access to Counsel**

Transmitted herewith is an ordinance captioned as follows:

ORDAINING new Chapter 868, “Tenant Access to Counsel in Eviction Proceedings,” of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

ESW/SDP (dmm)
Attachment
386267

City of Cincinnati

SDP

113W

An Ordinance No. _____

- 2023

ORDAINING new Chapter 868, “Tenant Access to Counsel in Eviction Proceedings,” of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

WHEREAS, in the City of Cincinnati, 62 percent of households rent rather than own their home, one of the highest per capita rates in the country; and

WHEREAS, numerous Cincinnati residents are housing insecure and are at risk of homelessness because of eviction; and

WHEREAS, nearly half of tenants living in rental housing in Hamilton County, Ohio are cost burdened by housing, meaning that they spend more than thirty percent of their income on rent; and

WHEREAS, cost-burdened households face an elevated risk of eviction due to income fluctuation, unexpected expenses, and other factors outside of the household’s control; and

WHEREAS, evictions have significant, well-documented, and long-lasting negative effects on the lives of families, including poorer physical and mental health and increased risks of homelessness, unemployment, loss of personal property, damage to credit standing, and relocation into substandard housing; and

WHEREAS, evictions and the subsequent housing instability and displacement damage children by negatively impacting their mental and physical health, decreasing school attendance rates, impeding academic performance, increasing instances of school discipline, and increasing the likelihood of out-of-home placement; and

WHEREAS, eviction additionally creates significant costs for state and local governments related to shelter funding, education funding, health care provided in hospitals instead of community-based providers, transportation costs for youth experiencing homelessness, and foster care; and

WHEREAS, studies have shown that many tenants facing eviction have meritorious defenses that they are not able to assert without assistance of counsel; and

WHEREAS, providing access to counsel to tenants facing eviction is a proven means of preventing the disruptive displacement of families and the resulting social, economic, and public health costs of such displacement; and

WHEREAS, similar programs in other cities across the country have proven a resounding success in preventing eviction and stabilizing housing, including in the Ohio cities of Cleveland and Toledo; and

WHEREAS, within the first two years of its own program promoting access to counsel, the City of Cleveland saw an increase in the percentage of tenants receiving legal representation in eviction court from two percent to sixteen percent; and

WHEREAS, increasing the percentage of represented tenants in eviction proceedings in Cincinnati is desirable to promote access to justice and prevent the devastating consequences of eviction; now, therefore,

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

Section 1. That new Chapter 868, "Tenants' Access to Counsel in Eviction Proceedings,"

of the Cincinnati Municipal Code is hereby ordained as follows:

Chapter 868 – TENANTS' ACCESS TO COUNSEL IN EVICTION PROCEEDINGS

Sec. 868-01. – Definitions.

For the purpose of this chapter, the words and phrases defined in the sections below shall have the meanings therein respectively ascribed to them, without limiting the generalities of the words, unless a different meaning is clearly indicated by the context.

Sec. 868-01-A. Access to Counsel Pilot Program.

"Access to Counsel Pilot Program" is the program defined and created by this Chapter.

Sec. 868-01-B. Brief Legal Assistance.

"Brief legal assistance" shall mean individualized legal assistance provided in a single consultation by a legal partner to a covered individual in connection with a covered proceeding.

Sec. 868-01-C. Community Partner.

"Community partner" shall mean a non-profit organization or entity with the capacity to provide tenant outreach, engagement, education, and information relating to the Access to Counsel Pilot Program, or to raise or donate funds for contribution to the Access to Counsel Pilot Program, which has been designated by the office of the city manager as a community partner.

Sec. 868-01-C1. Covered Individual.

"Covered individual" shall mean any person who occupies a dwelling unit in the city of Cincinnati under a claim of legal right other than the owner, including any tenant in a building owned, operated, or managed by the Cincinnati Metropolitan Housing Authority and:

- (1) Whose annual gross income is not in excess of sixty percent of the area median income, as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time (“AMI”);
- (2) Is presently subject to imminent threat of eviction; and
- (3) Has not been awarded rental assistance funds from the city’s Access to Counsel Pilot Program within twelve months prior to their current application.

Sec. 868-01-C2. Covered Proceeding.

“Covered proceeding” shall mean any judicial or administrative proceeding to evict or terminate the tenancy or housing subsidy of a covered individual, any proceeding initiated to protect the tenancy of a covered individual under R.C. 5321.07, any proceeding deemed by a legal partner as the functional equivalent of such a proceeding, or any first appeal of such a proceeding.

Sec. 868-01-F. Full Legal Representation.

“Full legal representation” shall mean ongoing legal representation provided by any designated organization to a covered individual, and all legal advice, advocacy, and assistance associated with such representation. Such representation includes, but is not limited to, the filing of a notice of appearance on behalf of the covered individual in a covered proceeding.

Sec. 868-01-F1. Funds Administration Partner.

“Funds Administration Partner” shall mean an organization or entity that has the capacity to administer rental assistance funds for the Access to Counsel Pilot Program and has entered into contract with the city to do so.

Sec. 868-01-I. Imminent Threat of Eviction.

“Imminent threat of eviction” shall mean either:

- (1) The filing of a covered proceeding; or
- (2) The receipt of a notice to leave premises, as defined by R.C. 1923.04, within sixty days prior to application.

Sec. 868-01-L. Legal Partner.

“Legal partner” shall mean a not-for-profit organization or an entity to be determined by the city manager’s office that has the capacity to provide legal services per the standards

set by the American Bar Association Standards for the Provision of Civil Legal Aid to covered individuals in one or more covered proceedings and has entered into contract with the City or the Funds Administration Partner to provide such services.

Sec. 868-01-L1. Legal Services.

“Legal services” shall mean any legal representation provided to a covered individual, including brief legal assistance and full legal representation.

Sec. 868-01-A. Rental Assistance Funds.

“Rental assistance funds” shall mean monetary funds designated by contract with the city for provision of rental assistance to covered individuals.

Sec 868-03. – Legal Representation and Rental Assistance in Eviction Proceedings.

- (a) Covered individuals shall receive legal services, rental assistance funds, or both from the legal partners or funds administration partner, as applicable, under contract with the city. If legal services are provided in a covered proceeding, the legal partner shall provide those services as soon as possible after the initiation of the covered proceeding and in accordance with ABA standards.
- (b) The provision of legal services through legal partners as described in section 868-03(a) is contingent upon additional legislative authority authorizing and appropriating the funds for a contract between the city and legal partners and is subject to any terms and conditions contained in such agreement.
- (c) The provision of rental assistance funds through a funds administration partner as described in Section 868-03(a) is contingent upon additional legislative authority authorizing and appropriating the funds for a contract between the city and the funds administration partner and is subject to any terms and conditions contained in such agreement.
- (d) If the projected or actual need for legal services or rental assistance funds exceeds the available funds, the provision of legal services or rental assistance funds may be prioritized by reasonable standards set by the City, the legal partners, and the funds administration partners.
- (e) Legal partners and the funds administration partners shall work with the city and community partners to engage and educate tenants of their rights and available resources.
- (f) Legal partners and the funds administration partners shall be contractually obligated by the City to collect, retain, and report pre-determined data and performance metrics to the City on a quarterly basis, and to adhere to quality assurance standards set by the City based on ABA standards. All such contractual

obligations must be satisfied in order to receive an on-going contract to provide legal services or administer rental assistance funds under this chapter.

- (g) Any legal services performed by a designated organization under this section shall not supplant, replace, or satisfy any obligations or responsibilities of that designated organization under any other program agreement or contract with the City.
- (h) Nothing in this chapter, or in the administration or application of this chapter, shall be construed to create a private right of action on the part of any person or entity against the City of Cincinnati or any agency, official, or employee of the City of Cincinnati.
- (i) If any provision or section of this chapter or the enforcement of any provision or section is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision or section of this chapter. To this end, each of the provisions and sections of this chapter are severable.

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

202302315
Date: November 8, 2023

To: Mayor Aftab Pureval and Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Ordinance – Access to Counsel/B VERSION**

Transmitted herewith is an ordinance captioned as follows:

ORDAINING new Chapter 868, “Tenant Access to Counsel in Eviction Proceedings,” of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

ESW/SDP (dmm)
Attachment
392523

EMERGENCY

City of Cincinnati

SDP/B

ELSW

An Ordinance No. _____

- 2023

ORDAINING new Chapter 868, “Tenant Access to Counsel in Eviction Proceedings,” of the Cincinnati Municipal Code to provide access to legal counsel to qualifying, limited-income tenants in residential housing who are facing eviction.

WHEREAS, in the City of Cincinnati, 62 percent of households rent rather than own their home, one of the highest per capita rates in the country; and

WHEREAS, numerous Cincinnati residents are housing insecure and are at risk of homelessness because of eviction; and

WHEREAS, nearly half of tenants living in rental housing in Hamilton County, Ohio are cost burdened by housing, meaning that they spend more than thirty percent of their income on rent; and

WHEREAS, cost-burdened households face an elevated risk of eviction due to income fluctuation, unexpected expenses, and other factors outside of the household’s control; and

WHEREAS, evictions have significant, well-documented, and long-lasting negative effects on the lives of families, including poorer physical and mental health and increased risks of homelessness, unemployment, loss of personal property, damage to credit standing, and relocation into substandard housing; and

WHEREAS, evictions and the subsequent housing instability and displacement damage children by negatively impacting their mental and physical health, decreasing school attendance rates, impeding academic performance, increasing instances of school discipline, and increasing the likelihood of out-of-home placement; and

WHEREAS, eviction additionally creates significant costs for state and local governments related to shelter funding, education funding, health care provided in hospitals instead of community-based providers, transportation costs for youth experiencing homelessness, and foster care; and

WHEREAS, studies have shown that many tenants facing eviction have meritorious defenses that they are not able to assert without assistance of counsel; and

WHEREAS, providing access to counsel to tenants facing eviction is a proven means of preventing the disruptive displacement of families and the resulting social, economic, and public health costs of such displacement; and

WHEREAS, similar programs in other cities across the country have proven a resounding success in preventing eviction and stabilizing housing, including in the Ohio cities of Cleveland and Toledo; and

WHEREAS, within the first two years of its own program promoting access to counsel, the City of Cleveland saw an increase in the percentage of tenants receiving legal representation in eviction court from two percent to sixteen percent; and

WHEREAS, increasing the percentage of represented tenants in eviction proceedings in Cincinnati is desirable to promote access to justice and prevent the devastating consequences of eviction; now, therefore,

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

Section 1. That new Chapter 868, "Tenants' Access to Counsel in Eviction Proceedings,"

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Chapter 868 – TENANTS' ACCESS TO COUNSEL IN EVICTION PROCEEDINGS

Sec. 868-01. – Definitions.

For the purpose of this chapter, the words and phrases defined in the sections below shall have the meanings therein respectively ascribed to them, without limiting the generalities of the words, unless a different meaning is clearly indicated by the context.

Sec. 868-01-A. Access to Counsel Pilot Program.

"Access to Counsel Pilot Program" is the program defined and created by this Chapter.

Sec. 868-01-B. Brief Legal Assistance.

"Brief legal assistance" shall mean individualized legal assistance provided in a single consultation by a legal partner to a covered individual in connection with a covered proceeding.

Sec. 868-01-C. Community Partner.

"Community partner" shall mean a non-profit organization or entity with the capacity to provide tenant outreach, engagement, education, and information relating to the Access to Counsel Pilot Program, or to raise or donate funds for contribution to the Access to Counsel Pilot Program, which has been designated by the office of the city manager as a community partner.

Sec. 868-01-C1. Covered Individual.

"Covered individual" shall mean any person who occupies a dwelling unit in the city of Cincinnati under a claim of legal right other than the owner, including any tenant in a building owned, operated, or managed by the Cincinnati Metropolitan Housing Authority and:

- (1) Whose annual gross income is not in excess of sixty percent of the area median income, as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time (“AMI”);
- (2) Is presently subject to imminent threat of eviction; and
- (3) Has not been awarded rental assistance funds from the city’s Access to Counsel Pilot Program within twelve months prior to their current application.

Sec. 868-01-C2. Covered Proceeding.

“Covered proceeding” shall mean any judicial or administrative proceeding to evict or terminate the tenancy or housing subsidy of a covered individual, any proceeding initiated to protect the tenancy of a covered individual under R.C. 5321.07, any proceeding deemed by a legal partner as the functional equivalent of such a proceeding, or any first appeal of such a proceeding.

Sec. 868-01-F. Full Legal Representation.

“Full legal representation” shall mean ongoing legal representation provided by any designated organization to a covered individual, and all legal advice, advocacy, and assistance associated with such representation. Such representation includes, but is not limited to, the filing of a notice of appearance on behalf of the covered individual in a covered proceeding.

Sec. 868-01-F1. Funds Administration Partner.

“Funds Administration Partner” shall mean an organization or entity that has the capacity to administer rental assistance funds for the Access to Counsel Pilot Program and has entered into contract with the city to do so.

Sec. 868-01-I. Imminent Threat of Eviction.

“Imminent threat of eviction” shall mean either:

- (1) The filing of a covered proceeding; or
- (2) The receipt of a notice to leave premises, as defined by R.C. 1923.04, within sixty days prior to application.

Sec. 868-01-L. Legal Partner.

“Legal partner” shall mean a not-for-profit organization or an entity to be determined by the city manager’s office that has the capacity to provide legal services per the standards

set by the American Bar Association Standards for the Provision of Civil Legal Aid to covered individuals in one or more covered proceedings and has entered into contract with the City or the Funds Administration Partner to provide such services.

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“Legal services” shall mean any legal representation provided to a covered individual, including brief legal assistance and full legal representation.

Sec. 868-01-A. Rental Assistance Funds.

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Sec 868-03. – Legal Representation and Rental Assistance in Eviction Proceedings.

- (a) Covered individuals shall receive legal services, rental assistance funds, or both from the legal partners or funds administration partner, as applicable, under contract with the city. If legal services are provided in a covered proceeding, the legal partner shall provide those services as soon as possible after the initiation of the covered proceeding and in accordance with ABA standards.
- (b) The provision of legal services through legal partners as described in section 868-03(a) is contingent upon additional legislative authority authorizing and appropriating the funds for a contract between the city and legal partners and is subject to any terms and conditions contained in such agreement.
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- (d) If the projected or actual need for legal services or rental assistance funds exceeds the available funds, the provision of legal services or rental assistance funds may be prioritized by reasonable standards set by the City, the legal partners, and the funds administration partners.
- (e) Legal partners and the funds administration partners shall work with the city and community partners to engage and educate tenants of their rights and available resources.
- (f) Legal partners and the funds administration partners shall be contractually obligated by the City to collect, retain, and report pre-determined data and performance metrics to the City on a quarterly basis, and to adhere to quality assurance standards set by the City based on ABA standards. All such contractual

obligations must be satisfied in order to receive an on-going contract to provide legal services or administer rental assistance funds under this chapter.

- (g) Any legal services performed by a designated organization under this section shall not supplant, replace, or satisfy any obligations or responsibilities of that designated organization under any other program agreement or contract with the City.
- (h) Nothing in this chapter, or in the administration or application of this chapter, shall be construed to create a private right of action on the part of any person or entity against the City of Cincinnati or any agency, official, or employee of the City of Cincinnati.
- (i) If any provision or section of this chapter or the enforcement of any provision or section is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision or section of this chapter. To this end, each of the provisions and sections of this chapter are severable.

Section 2. That this shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare, and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need of Cincinnati residents to have access to legal counsel and rental assistance funds to protect them from being at risk of eviction and homelessness.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

November 6, 2023

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: Self Evaluation 2022-2023

202302325

I am excited and humbled to have reached a major milestone in my career as a public servant: one year as City Manager, at a moment when the Administration, Mayor, and Council are perfectly aligned in our efforts to lead the great city of Cincinnati. As many of you have heard me describe, a major theme of my first year as City Manager—and one that I expect to maintain going forward—is the notion of *breaking things down to build them back up*.

This theme became paramount during the development of the FY24 budget, where our challenge was to envision and maintain more effective, equitable, and impactful service delivery, but with less money available to do so. Also, the support of a Mayor and Council who have said they are prepared to “make the difficult decisions,” has allowed me to lead the team and provide a space in which they are comfortable really digging in deep to their operations and challenging the status quo. In this context, “breaking it down” was taking a close look at our operations, using data to determine what works and what doesn’t, and being transparent about what could be changed. Then, “building back up” involved designing efficient, creative, and sometimes envelope-pushing deployments to get the job done.

Our Strategic Initiative Execution Teams (SIET) were also borne of the theme of *breaking things down to build them back up*. SIET is a collaborative, data-driven project to analyze and improve our City operations, designed to investigate our status quo and ensure that we aren’t simply doing things for the sake of having always done them in a certain way.

SIET’s objectives—People-Centered Leadership, Customer Experience, Data-Driven Culture, Equity-Focused Delivery, and Open Dialogue with Community—match the broader goals of the most recent budget that we developed together, demonstrating the degree to which the elected and administrative wings of City government are aligned on what’s best for Cincinnati. As you will read below, our joint efforts to innovate and improve City policies and processes have been successful by any variety of measures.

I thank you for the opportunity to review my first year as City Manager and look forward to our future success as leaders, collaborators, and public servants.

Mission Statement

Through collaboration with our community and partners, we will work to preserve and improve our residents' lives by delivering effective, friendly, and efficient services.

We will employ the following strategies in pursuit of our mission:

- **People** – Create disciplined leaders at all levels of City operations who are passionate and committed to our mission, and who work effectively to accomplish it.
- **Accountability** – Develop a culture and practice that understands the importance of setting performance goals, measuring our progress, and following through on direction and obligations.
- **Focus** – Create strategic alignment around a common set of outcomes and prioritize resources and actions to advance them.
- **Collaboration** – Develop a culture and practice of collaborating, listening, and communicating with our colleagues, elected officials, partners, and community.
- **Impact** – Maximize impact through efficient use of resources, leveraging technology, optimizing revenues, and continual evaluation of the effectiveness of existing resource investments.
- **Equity** – Adopt an intentional, aggressive, and transparent approach to addressing inequities in our community through action at every level of city operations.

I. Excellent & Equitable Service Delivery

From the day I was appointed City Manager, I have felt aligned with this Mayor and Council on a key tenet: that Cincinnatians deserve a government that is accessible to all, and a City in which equity is a cornerstone. Unfortunately, basic functions of local government often fail to abide by these standards. The stereotypical “bureaucracy” and “red tape” associated with government practices can be signals that accessibility and equity are not valued enough to be considered when developing systems and processes.

To identify and address issues with Cincinnati’s service delivery, I have relied on expert employees, leveraged outside partnerships, and created new programs that center on accessibility and equity.

Strategic Initiative Execution Teams (SIET)

With a focus on successfully driving key strategic initiatives, I asked three questions: “What do we want to achieve?” (goals); “How can we achieve it?” (objectives); and “What will we do to achieve it?” (initiatives).

Five goals were identified:

1. **Public Safety** – Prevent criminal activity and protect the wellbeing of residents, communities, and organizations.
2. **Growing Economic Opportunity** – Ensure all residents and businesses have access to the tools they need to achieve economic stability and prosperity.
3. **Thriving Neighborhoods** – Ensure all residents have access to affordable, clean, and beautiful neighborhoods.
4. **Fiscal Sustainability** – Ensure the City plans for long-term financial stability that is reflective of the needs of the community.
5. **Excellent and Equitable Service Delivery** – Ensure the City delivers best-in-class services to every resident.

In November 2022, the Strategic Initiative Execution Teams (SIET) initiative was created to establish a framework and supporting routines toward a more proactive, collaborative, and disciplined approach to citywide decision-making.

The objectives of SIET are:

- **Identify, document, and communicate** the City's goals and objectives;
- **Prioritize and align resources** with our objectives;
- **Drive intentionality and accountability** for initiatives most critical to achieving our strategic objectives;
- Encourage and formalize **cross-departmental collaboration** for effective problem-solving;
- Promote **informed, coordinated, and efficient decision-making** in all levels of city operations.

SIET cohorts were designed to drive critical initiatives that support the City's identified strategic goals. These cohorts comprise department and program leaders who push tasks forward to support progress in the following focus areas:

- Housing & Economic Development
- Equity & Opportunity
- Financial Stability & Budget Management
- Service Delivery & Innovation
- Accessible Government
- Public Safety & Criminal Justice
- Pedestrian Safety, Sustainability, & Transportation Infrastructure

The SIET framework allows us to closely manage a diversified portfolio of projects. Designed to be dynamic and responsive to city needs, SIET has been leveraged to rapidly move from idea through implementation for programs such as Alternative Response to Crisis (ARC) and the Cincinnati Financial Freedom Blueprint.

Performance Management and Evaluation Programs

The Department Performance Management Process facilitates the creation of service catalogs and performance measures. Through this process, departments communicate what they do and select performance measures to monitor service delivery. Each department measures their top

10 performance metrics and tracks data using dashboards operated by department directors and the City Manager's Office. The departments of Buildings & Inspections, Transportation & Engineering, Community & Economic Development, Economic Inclusion, Planning & Engagement, Citizen Complaint Authority, Enterprise Technology Solutions, and Emergency Communications Center have completed this process. The Department of Public Services, Cincinnati Police Department, Department of Human Resources, Law, Greater Cincinnati Water Works, and Metropolitan Sewer District are currently underway.

The Evaluation process was also established earlier this year. Evaluation allows us to understand if we are achieving the desired program impact. For example, the ARC evaluation showed that the program was successful and should be expanded. This led to additional funding in the FY24 budget.

Data Solutions

As we continue to build a more data-driven culture within the City Administration, we have launched an enterprise-wide approach to monitoring key strategic areas. Our portfolio of *State of the Enterprise* dashboards already includes *State of the Workforce* and *State of Service Requests*, with *State of the Fleet* and *State of the Budget* in progress. This is a critical first step toward understanding our opportunities for continued improvement. Two immediate wins stemming from this effort: increases in service requests categorized "services close out by planned end dates" (52% increase YOY), and measured customer satisfaction rates (93% this calendar year).

Innovation Program: Procurement Working Group

Through the procurement innovation working group, a cross-departmental team identified both short- and long-term opportunities for increased process efficiency in the procurement space. Several quick-turn opportunities have already been implemented, including right-sizing the City Manager approval process; updating the DEI goal sheet with instructions and offering quarterly trainings for the goal determination process; DEI staff requirements at pre-bid meetings for contracts with prevailing wage; and streamlining EEO compliance review. Long-term projects the group is currently working toward include establishing standard goals for the most common commodity codes, improving workflow efficiencies, and improving the quality of training tools and materials.

Innovation Program: HR

The HR working group successfully launched the all-employee Temp Check Survey during Open Enrollment this fall. Data from this survey will provide the City Manager's Office with clear insights and feedback from the workforce regarding workplace satisfaction. Additionally, the working group is focused on our hiring and onboarding processes, with an eye towards hiring the best candidates in a competitive labor market.

Under my leadership, the City of Cincinnati officially partnered with Xavier University to offer City staff tuition discounts on more than 40 educational and professional development

programs. Employees can now receive a 25% tuition discount on Xavier's [Accelerated Undergraduate Degree Programs](#) and 15% off Xavier's [Graduate Degree Programs](#) or [Professional Development Programs and Certificates](#).

This year, the City of Cincinnati was named a recovery friendly employer. We join Hamilton County Public Health in our commitment to creating healthy, safe, and stigma-free work environments through the [Recovery Friendly Hamilton County \(RFHC\) Initiative](#). Recovery friendly employers encourage environments where employers, employees, and communities can collaborate to create positive change and eliminate barriers for those impacted by substance use. To achieve a high level of employee health, safety, and productivity, we will educate, share resources with, and encourage all employees to reach out for help and support to overcome and treat substance use disorders.

Employee Resource Groups

Employee Resource Groups are a critical component for our workforce to feel supported and heard. This year, we have expanded the use of this tool, to now include the African American Women's Employee Resource Group. The inaugural meeting was held October 19, 2023, and I am proud to have been asked to speak to the group. We recognize that City employees are as diverse as the population we serve and we must create spaces where they can receive resources and training and create community. I've also worked closely with our City Pride resource group for LGBTQIA+ employees, Women in Fire, and Women of Water Works.

IT Systems Investments: OnBase

OnBase is a comprehensive document management, workflow automation, and case management system aimed at streamlining operations. Digitizing and centralizing documents reduces the City's reliance on paper, enhances collaboration, and ensures data security and compliance, ultimately improving productivity and lowering costs. OnBase gives us the ability to establish standardized processes, ensure consistency in operations, and retrieve valuable data for analytics and performance monitoring.

In the Law and Procurement departments, OnBase is replacing some of the city's legacy Microsoft Access applications with more robust and scalable solutions. These departments now have access to more extensive data analysis, improved multi-user support, and the ability to adapt to changing business needs.

One example of OnBase's success: the Law department launched a Request for Legal Services system launched in October, and received 138 trackable, actionable entries in the first eight days.

Operational Realignment: CAGIS

The Cincinnati Area Geographic Information System (CAGIS) is a powerful partnership between the City of Cincinnati and Hamilton County, along with several other stakeholders. In order to maximize the impact of the CAGIS staff talent and capacity and deliver operational improvement, I led a realignment of CAGIS management in the FY24 budget.

Management of CAGIS was moved from ETS to OPDA, so that the two teams can work in better coordination on furthering the objective of increased data-based management practices. Already this alignment has paid off by facilitating an overhaul of the Customer Service Request system in tandem with the consolidation of 311 services.

311Cincy Customer Service Program

In 2022, the City of Cincinnati established 311 telephone service as part of an initiative to streamline access to city services.

The 311Cincy Customer Service program is now the City's overall non-emergency customer service system. This includes our 311 call center, online service request system, and mobile app.

In October 2022, the customer service call-taking function within the Department of Public Services, which had operated during business hours, was merged into the larger call center at the Emergency Communications Center, which had also processed many types of non-emergency requests. Now, within ECC, a consolidated 311 call center has the bandwidth to answer calls 24/7, making the city more accessible to our residents and visitors. Our 311 call-takers are equipped to answer common questions and accept requests for services on behalf of many city agencies.

Recently, we've adopted a system that automatically sends a text message confirmation to 311 customers with their service request number, as well as a link that allows them to check on the status of their request.

In its first year of full operation, the 311 center answered more than 70,000 customer service calls. Across all platforms (including those that came in through the call center, or self-serve on the website and mobile app), more than 100,000 new customer service requests (CSRs) were created.

We have realized a 52% increase year-over-year in percentage of CSRs closed by their planned end date.

Recently, ECC has begun surveying 311 callers, asking them about their satisfaction with the 311 call-taker's performance while handling their call. ECC's 311 call-takers have achieved a 94.6% satisfaction rate.

Accessibility

My office is committed to ensuring that each community member has equitable access to the City's programs, services, and activities. In July 2023, the City released the Americans with Disabilities Act (ADA) Self Evaluation and Improvement Plan RFP. This work will ensure that the City not only meets federal accessibility standards but exceeds them.

With a focus on amplifying the voices of people with disabilities, the Cincinnati Accessibility Board of Advisors (CABA) is a mayor-appointed advisory board which considers and makes recommendations to the City Manager on issues of accessibility for people with disabilities. CABA's goal is to make Cincinnati more inclusive and accessible.

Our accessibility work—including the aforementioned RFP and continued collaboration with CABA—is bolstered by the hiring of Tonia Smith as Assistant to the City Manager (Chief Advocacy Officer for Aging and Accessibility). Tonia, a Master Certified Health Education Specialist and Registered Environmental Health Specialist, has worked for the City for more than 25 years, most recently managing the Health Department's Healthy Communities program. She joined the City Manager's Office in April 2023.

CAFE

In September 2023, the City of Cincinnati received the distinction of being recognized as a Certified Age Friendly Employer™ (CAFE) by the Age-Friendly Institute. The CAFE designation confirms the City's commitment to the retention and recruiting of age 50+ workers on an "age friendly" or age-neutral basis.

For CAFE consideration, the City underwent a structured evaluation of its human resources and management policies and practices, which focused on the following best practices: General Commitment and Workforce Policies; Training and Development; Organization Culture and Employee Relations; Job Content and Process Accommodations; Workforce Planning and Composition; Work Schedules, Arrangements, and Time Off; Employee Retention; Compensation Programs; Candidate Recruiting; Healthcare Benefits; Management Style and Practices; and Savings and Retirement Benefits.

GARE

With a keen understanding of the power and influence of local government in creating and maintaining racial inequity, my office is leading the way in operationalizing the City's commitment to achieving racial equity.

In April 2023, the City of Cincinnati joined the Government Alliance on Race and Equity (GARE), a national network of over 400 jurisdictions working to achieve racial equity and advance opportunities for all. An internal Racial Equity Core Team, responsible for designing, coordinating, and organizing racial equity plans and activities, was formed to lead work focused on equitable systems change.

Personnel and Employee Development

Attracting, retaining, and developing talent was a priority for me in my first year as I focused on our workforce and filling key director-level vacancies. Immediately upon my appointment, I began work on the selection process for our 16th Police Chief. It was important to conduct an exhaustive, transparent search that allowed everyone to have a voice in the process. To inform my hiring decision, I relied on survey feedback from CPD staff and the community, participated in a forum to hear from local business leaders, spoke to CPD staff at roll calls, hosted two

community forums to provide residents with the opportunity to meet and ask questions of the finalists, and provided one-on-one touchpoints for Councilmembers and the candidates. I kept Councilmembers and the public apprised of each stage of the process through FYI memos and press releases. In the end, then-Interim Chief Teresa Theetge proved to be the best choice and I was proud to hire her as the first female police chief in the department's history. I paired her appointment as chief with accountability measures to ensure that our police department continues to thrive and that residents receive unparalleled public safety services.

With several director-level positions vacant or in interim status, I wanted to build the right team and provide stability for our staff City-wide. During my first year as City Manager, I am proud of the talented leadership team I have assembled including permanent director hires for Human Resources, ETS, Communications, Human Services, the Office of Environment and Sustainability, and Retirement. Other key appointments include Virginia Tallent as Assistant City Manager, Natasha Hampton as Assistant City Manager, and Emily Smart Woerner as City Solicitor. Most recently, I conducted a national search and appointed Frank McKinley as Fire Chief.

To foster my team's professional development, I have provided leadership training through the ICMA Leadership Academy, national conference options, and executive-level coaching for our directors to strengthen their skillsets. It is also important to me that our leadership team collaborates, thinks outside of the box, and avoids work silos. To that end, I have provided several unique team-building experiences, including improv comedy and a canoe adventure on the Mill Creek.

My directors have repeatedly heard me say I want them to pull from their benches as they evaluate project teams, implement process improvement, and get into the weeds of their service catalog. One shining example of this concept is our Communications & Community Engagement SIET Action Team. This group does not include any directors or supervisors and is doing excellent work brainstorming, prototyping, and developing a City-wide Community Engagement Guide and overall Strategic Communications Plan. The former deliverable, which will empower City employees in all departments to deliver equitable and effective community engagement, is expected in early 2024, with the Strategic Communications Plan to follow. Exposure to this type of impactful, high-level decision-making is crucial to developing the next group of leaders in our City workforce.

Ensuring a safe, inclusive work environment for all City employees is a charge I take very seriously. During my tenure as City Manager, I updated Administrative Regulation 25 to strengthen and clarify the City's position that use of hateful language by City employees is not acceptable. I expanded the City's parental leave policy to 12 weeks at full pay and added leave for fostering or taking legal guardianship of a child. I have allocated resources to conduct department climate assessments as needed to check the health of our work culture. Under my leadership, Women Helping Women began training within the Fire Department to ensure an inclusive, safe working environment for all. I continue to engage with the Women's Fire Employee Resource Group to elevate their voices and implement changes that will result in more female firefighters at every level of leadership.

City staff are the heartbeat of our City and I have worked hard to incorporate a variety of participatory events to bolster employee morale and pride. I expanded the celebration of our staff at Public Service Recognition Week, implemented a large Take Our Kids to Work Day event, invited employees to join spirit days to support our local sports teams, partnered with CRC to provide several City-wide recreational sports tournaments, and hosted Leading Ladies of Government.

I am very proud of our CRC lifeguard recruitment efforts for the 2023 pool season. Through a targeted lifeguard hiring campaign, we were able to open 19 of our 23 pools. Partnering with CPD, we implemented school resource officer coverage at our pools to ensure a safe and fun environment for everyone.

Communication and Outreach

Exceptional communication is paramount to government transparency. Being available, making information easy to find, and answering questions are all fundamental components of building trust; but beyond this, intentional and proactive outreach is necessary to reach people where they are. I am not satisfied to expect Cincinnatians to always “come to us,” i.e., to engage with City government only when we invite them to. Instead, it is my priority to bring the work of the Administration into the community where people already are, and to engage with them in frictionless ways.

Just as vital is a strong internal communications infrastructure for City of Cincinnati employees, and between the City Administration and elected officials. I proudly maintain an open-door policy for City employees as well as the Mayor and members of Council, and I hope you share my sentiment that collaboration and communication between the Administration and elected officials has been robust. I intend to always be accessible as City Manager, and to lead via conversation. As many of you know, I often talk about the concept of “having a seat at the table.” Decisions about who should have a seat at the table are pivotal, but just as important is the table itself—fostering discussion is the best way to engage experts, hear diverse viewpoints, and make effective decisions.

Communication and outreach highlights of my first year as City Manager include extensive community engagement at local events, the development of a monthly newsletter for City of Cincinnati employees, and the creation of Rock the Block, a signature project that invites staff members to more directly engage with residents everywhere.

The City Manager’s Office and wider City Administration have created or furthered visible, transparent relationships with communities across Cincinnati by presenting at the annual Neighborhood Summit, participating in events like River Trek and Oktoberfest, walking in parades, and more. I’m proud to represent Team Cincy and provide updates on City business at keynotes with Cincinnati Children’s, Cincinnati Women’s Club, the American Institute of Architects, and others; as well as speaking engagements with the Cincinnati Business Courier, Cincinnati USA Regional Chamber, Keep Cincinnati Beautiful, and many more.

Recently, we expanded our collaboration with Adopt A Class, more than doubling the number of staff member classroom teams to total 30 partnerships between City employees and groups of

local students. Impactful youth outreach like this isn't limited to participation in third-party activities; in 2022, City consultant Iris Roley offered direct mentorship to a group of local teenagers who dubbed themselves Brothers N Motion, who seek to improve Black quality of life and reduce gun violence through entrepreneurship.

Meanwhile, Rock the Block was one of the first initiatives I created as City Manager, and it remains among my favorites. Many of you have participated in these bimonthly afternoon blitzes that invite employees to visit, eat, shop, and volunteer in neighborhoods citywide. In five Rock the Blocks so far, we've gone to Evanston, West Price Hill, Carthage, Findlay Market, and Roselawn; in addition to enjoying an afternoon out, we've partnered with local schools and organizations to do neighborhood cleanup and youth engagement that makes direct connections between City staffers and the communities they serve. In its relatively short life so far, Rock the Block has already evolved into a wide-ranging effort to bring City Hall to the people. I'm excited to continue growing the program and to see where it goes next.

Community Collaboration

My Administration recognizes the critical importance community partnerships have in achieving success Citywide. I have prioritized building strong relationships that have resulted in creative, new partnerships to better serve our community.

During the blizzard in December 2022, we quickly responded to residents who had lost power in the extreme weather conditions. As we activated our emergency crews, I reached out to Metro to help transport residents from recreation centers—where they were spending the day out of the fierce wind and cold—to overnight shelters. This partnership resulted in safe, convenient care for our residents as City crews worked to help landlords regain power to affected buildings.

That collaboration has extended to other programs, like Youth to Work. Metro provides free bus passes to our student employees, which removes a cost barrier that keeps some young people from job opportunities.

Just last month, I partnered with SPCA for an Adopt-a-Thon at City Hall, where five dogs and two cats were adopted by City staff. We know how overwhelmed our animal shelters are and that winter months are a critical time for foster and adoptions. I was incredibly proud of the response by my staff to take in these animals in need of a home.

The City Manager's Office partnered collaboratively with Dohn Community High School and Cincinnati Public Schools on different events in support of youth, including the first ever "Dinner with Dohn" event and multiple events with staff at students at Woodward High School. As a part of my Rock the Block series, we will continue to focus on connection with and support for local schools.

Of course, our partnerships extend well beyond these examples. I continue to collaborate with Legal Aid, Keep Cincinnati Beautiful, Urban League, Black Art Speaks, Greater Cincinnati Foundation, the African American Chamber, Cincinnati Development Fund, 3CDC, The Port, Invest in Neighborhoods, Chamber of Commerce, University of Cincinnati, and others.

Emergency Communications

Within one month of being named City Manager, I expanded our emergency communications operations to include alerts to our elected officials and a new, detailed process to alert the public in the case of an emergency. The addition of public alerts helps to build trust and reduce unnecessary panic.

The City Manager's Office worked closely with ECC, CPD, and CFD to quickly deploy these alerts within my first weeks on the job. We were able to increase public transparency without spending additional dollars, as this was a function available through the current contract with Smart911. We continue to encourage everyone to sign up for Smart911 and stay prepared should we need to use this service.

II. Public Safety

The City's current efforts reflect a comprehensive, community-centered approach to public safety, with a strong emphasis on collaboration, prevention, and engagement with the public. The City is committed to problem-oriented policing strategies and a public health approach to gun violence reduction.

Fire Training Center

The Fire Training Campus Project has been in process for several years now. The Design/Build was awarded to Megen Construction and the contract was executed in December 2022. The project includes a 20,000 square foot training classroom building, a double bay apparatus space, and a \$1 million allowance for a training tower. The design team worked diligently with City staff to approve a schematic plan and layout in June 2023. Work involved a careful review of programmed spaces, approval of the building floor plan, and reviewing how the site will be used for training exercises.

The project is now in design development. The Megen team meets biweekly with City staff, including Facilities Management (the team leading the project) and representatives from the City Manager's Office and Fire Department, including members of the Women's Fire ERG. Construction is scheduled to begin in late spring 2024 and will be complete in summer 2025.

Place-Based Investigations of Violent Offender Territories (PIVOT)

PIVOT is a strategy developed to address small areas where gun violence has been chronic and sustained. This strategy focuses on identifying place networks that facilitate violence. The goal is to disrupt offenders' ability to cause harm using a problem-oriented approach that capitalizes on focused deterrence and place network interventions.

PIVOT was launched in Over-the-Rhine at the beginning of 2022. After more than 18 months, the project has spurred better place management practices at key locations. Physical improvements have been made that disrupt the network of places facilitating violence, deterring

open air drug market activity and associated violence. Under my leadership we have modernized many programs to meet the needs of today. For example, we identified that there was a need to reorient city departments to the PIVOT process and develop a direct line to the me, as City Manager, to authorize immediate deployment of needs identified within the group to create community buy-in and to build trust. For example, in June 2023, following a shooting near Grant Park, I instructed DOTE to conduct a traffic study and speed humps were deployed in less than 30 days.

Since PIVOT began, the number of shooting victims in the area has dropped 60% (from 43 to 17).

Crime Gun Intelligence Center

CGIC puts people representing different parts of the justice system in one place to pinpoint the source of gun violence across the Tri-State.

Crime Guns Linked via NIBIN (National Integrated Ballistic Information Network)

September 2022	113	January 2023	94
October 2022	97	February 2023	79
November 2022	95	March 2023	89
December 2022	63	April 2023	116
TOTAL 2022	368	May 2023	116
		June 2023	128
		July 2023	115
		August 2023	113
		TOTAL 2023	850

This metric includes all guns entered into NIBIN via machines OH-CINCBR1 and OH-CINCBR2, which may include some from external departments/agencies.

CGIC Cases / Solve Rate

	2022	2023
NIBIN Leads Assigned	17	72
Total Cases	15	39
Closed	12	21
Closure Rate	80%	29%

Gun Recovery

2022

Month	Overall Guns Recovered	CGIC Guns Recovered
September	92	11
October	87	14
November	77	14
December	67	13

TOTAL	323	52
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2023

Month	Overall Guns Recovered	CGIC Guns Recovered
January	98	12
February	96	17
March	135	24
April	149	27
May	152	27
June	162	13
July	151	29
August	161	20
TOTAL	1104	169

Percentage of guns recovered by CGIC:

2022	16%
2023	15%

The CGIC unit comprises about 2% of the overall CPD force, but it recovers 15% of the firearms.

Violent Crime Reduction

2023 saw an overall reduction in violent crime. Thankfully, this decline reflects a reduction in gun violence as well—the number of shooting victims in 2023 is down 13% compared to the three-year average.

Over-the-Rhine (27), West End (25), and Roselawn (22) had the most shooting victims in 2023. The former two neighborhoods had the highest numbers of shooting victims in 2022 as well; Roselawn jumped from rank #13 to rank #3 due to activity concentrated in a few blocks of Reading Road around a club and smoke lounge. CPD and Law succeeded in shutting down these facilities in July 2023, which resulted in a decrease of violent activity.

Overall Shooting Victim Counts, Year-to-Date: January 1 – August 31

Fatal?	2020	2021	2022	2023	Change (2022)		Change (3-yr Avg)	
					Count	% Change	Count	% Change
Yes	62	49	41	45*	4	9.8%	-6	-11.2%
No	291	215	239	216	-23	-9.6%	-32	-13%
TOTAL	353	264	280	261	-19	-6.8	-38	-12.7

**There is one fewer fatal shooting than gun-related homicide because one of the fatal shootings was deemed a non-criminal shooting. CPD reporting practices accounts for only criminal shooting, but all homicides.*

There was a sizable increase in juvenile shooting victims in 2023 compared to previous years. However, the City saw a decrease in youth violence after a joint press conference with City and

CPD officials in June 2023 and the initiation of multiple summer opportunities for young Cincinnatians, funded by the City and other partners.

Summer in Cincy

Following an increase in juvenile shooting victims in early 2023, and knowing that the summer months are often correlated to spikes in crime, my staff collaborated with CPD, Parks, and Cincinnati Recreation Commission to craft the Summer in Cincy information hub. This set of pages, housed on the City website, provided summer resources for young people and their families, including links to assistance and information about a variety of safe, healthy activities around town. CRC and Parks added several engagement events throughout the summer to offer Cincinnati kids plenty to do, including roller skating parties, a golf outing, and evening pool hours.

As part of Summer in Cincy and in collaboration with the Mayor's office, Cincinnati once again presented two basketball tournaments, one with Smith League and one with the touring 3x3 initiative Hoop It Up. The latter event, renamed Queen City Slam for its second iteration, shut down Freedom Way as dozens of teams spent an August Saturday playing basketball along The Banks.

It is critical to address not just violence, but the root causes it's borne from. I challenge my staff to find new, creative ways to share that mission and engage vulnerable populations.

Commitment to Problem-Solving with Community and SARA

Building a strong partnership with the community is essential. Engaging citizens in ensuring safety can lead to better outcomes and greater trust in law enforcement. CPD and the City Manager's Office continue to work together to identify meaningful ways to collaborate directly with the public, especially to augment the work of existing groups and to respond to crime in specific priority areas. One example is a partnership with the University of Cincinnati to offer SARA (Scanning, Analysis, Response, and Assessment) training for community council and other neighborhood leaders.

Working Groups

Following the tragic multi-victim shooting that occurred on Main Street in August 2022, the City Manager's Office convened the Main Street Working Group aimed at strategically addressing safety and disorder challenges in this area. CMO convened representatives from Police, Law, DOTE, and other departments, and invited community stakeholders—residents, business owners, and other concerned parties—to join the team. Councilmembers Keating and Johnson were instrumental in this work. We are so grateful for our community partners' commitment to this space.

Working group results include increasing lighting and security camera coverage in this area, nuanced use of parking restrictions, enforcement activity, and high-profile police visibility. DOTE has worked with rideshare companies to reduce traffic hazards and general disorder by

organizing rideshare pickup and drop-off locations. The Main Street Pop-Up Program, managed by 3CDC, has activated numerous vacant storefronts while providing important business opportunities for entrepreneurs.

While the area still faces challenges and the work is not done, we are glad to report a 31.3% decrease in violent crime in the Main Street area (YOY). We are also happy to report a 54.5% decrease in shooting victimization (YOY).

Main Street Area Shooting Victim Counts, Year-to-Date: January 1 – August 31

Fatal?	2020	2021	2022	2023	Change (2022)		Change (3-yr Avg)	
					Count	% Change	Count	% Change
Yes	0	1	0	0	0	(NC)	0	-100%
No	1	4	11	5	-6	-54.5%	0	-6.2%
TOTAL	1	5	11	5	-6	-54.5%	-1	-11.8%

In response to community complaints and multiple health and safety violations around the University of Cincinnati campus during the 2022-2023 academic year, the City sent two representatives to the International Town & Gown conference, joined by two representatives from UC. The City has worked in partnership with UC with the goal of aligning priorities and cultivating a stronger relationship in order to improve public safety and engagement with the community.

Brooke Lipscomb, the City’s Place Based Initiatives Manager, serves as a direct liaison between the community and the University. Understanding that constant communication and relentless collaboration are key to minimizing the friction between the University, City, students, and community, Brooke directly engages by attending meetings at the University, riding along with UC police, walking door to door in the CUF neighborhood talking to students and neighbors, attending student events to share the City’s “Party Smart” message, training UC student ambassadors, and listening.

All told, working groups have been a key tool to convene partners around problem-solving and have been replicated in several areas including Government Square and The Banks. These have resulted in improved stability and crime reduction in focus areas.

Alternative Response to Crisis (ARC) Pilot

ARC is a City of Cincinnati program designed to help those in crisis using the most appropriate and least invasive intervention available. Alternative Response refers generally to the model of response in which a team designed to address mental health, substance abuse, or other crises is dispatched to address such crises in lieu of a traditional law enforcement response.

Cincinnati 911 now dispatches an ARC Response Team, consisting of a behavioral health specialist and a medical professional, in lieu of a traditional law enforcement response, to check someone’s welfare, address basic needs issues, or provide connection to services. This is a collaborative effort between the ECC, CFD, and the Health Department. As of October 2023, an

ARC team has responded to more than 1,100 incidents, resulting in an estimated 3,500 hours of police time saved.

There have been no incidents in which ARC team members have been assaulted or needed emergency assistance from CPD.

Additionally, the Emergency Communications Center established a new partnership with Talbert House, the operators of the 988 Lifeline Call Center serving Cincinnati. Talbert House has demonstrated an exceptional ability to deescalate and safety-plan with callers in crisis, and fewer than 5% of such callers require an emergency response.

Since this new program began in March 2023, ECC transitions some Cincinnati 911 callers over to a 988 Lifeline Provider, when appropriate, in lieu of dispatching a traditional public safety response. ECC can also bring a 988 Lifeline Provider on the line with a Cincinnati 911 caller while help is on the way, when a response is necessary, to assist with de-escalation. This type of partnership between 911 and 988 is rare and will likely serve as a model for other cities.

With results as successful as these, we have allocated additional funds to expand the ARC area.

In addition to ARC, I have overseen an enhanced co-responder program between Cincinnati Police and UC Health. The Mobile Crisis Team (MCT), operated by UC Health, comprises mental health professionals that respond along with CPD officers to some behavioral health crises. The responding CPD officers are Crisis Intervention Team (CIT) trained, meaning they have completed a program for first responders focused on safe and effective interaction with people who are in crisis.

Historically, MCT was dispatched to respond at the request of police officers. Data showed a utilization of less than 15% on calls related to mental health crisis. By introducing a protocol-based call-taking system, ECC began automatically dispatching a co-response to mental health crises in March 2023 whenever such resources were available. Today, approximately 70% of these calls are receiving a co-response instead of police only.

Police and Fire Recruitment Efforts

Both CPD and CFD face looming retirements in the next four years, spurring a need for additional recruitment now. Through collaboration between my office and OPDA, we are launching new ways to attract candidates.

The police department is focusing on efficiency and outreach to attract new recruits. CPD has been working closely with Central HR to reduce time-consuming hiring practices while ensuring the quality of candidates is not affected. They're achieving this by moving to online testing with a monthly cadence of in-person testing, along with an ongoing application process that allows candidates to complete the application at any point in the year rather than during a short timeframe.

Data shows that many candidates do not pass the initial fitness exam. As a result, CPD has instituted voluntary workouts, three times a week, to help with preparedness and reduce the barrier for new recruits. This also creates an opportunity for relationship building; around two dozen candidates attend each session.

To reach young people interested in a policing career but not yet old enough to join the Police Academy, CPD is developing a Police Understudy and Apprenticeship program. This outreach connects the department to candidates that might otherwise not see an opportunity to join CPD and builds a strong pipeline of future police officers.

Career Pathways also provides opportunities for early public safety recruiting by sponsoring CPD co-op positions. These pre-Academy placements are for adults aged 18-24, who gain real-world policing experience in anticipation of later entry into the Academy as recruits. After a regional comparison of incentives and pay scales for police recruits, and in collaboration with the Police Chief, in October 2022 I initiated a pay raise to \$25/hour for new recruits (up from \$19/hour) as well as a \$2,000 signing bonus and a possible additional \$2,000 for prior law enforcement experience. Under my direction, we also recently launched a referral bonus of \$1,000 for City employees who refer a successful recruit applicant that graduates from the Police Academy.

Finally, CPD has attended two dozen events over the last year to expand its recruitment reach. At CFD, the fire recruiting office made intentional efforts to get out into the communities we serve, sharing information with our city residents, business members, visitors, and students. The established goal was to recruit a pool of candidates for the hiring process that reflects the demographics of our city. These efforts were supported by the Cincinnati African American Firefighter Association (CAFA), the Ignite Employee Resource Group, City of Cincinnati Human Resources through Jude Johnson, and other City departments. CFD used social media and printed materials to demonstrate the wide range of resources they provide, as well as show the diversity of the department's membership.

The Fire Department launched these initiatives in May 2023, just before the application process opened on June 1. CFD's recruiting team showed up in force at major local events, including Taste of Cincinnati, Juneteenth, Cincinnati Pride, Queen City Slam, Red Bull Flugtag, Black Family Reunion, and at sporting events and concerts. They also partnered with local businesses and organizations, including coffee shops, gyms, libraries, and YMCA of Greater Cincinnati to get the word out about joining CFD.

Community engagement opportunities were also used as recruiting events. The recruiting office was involved in the Cincinnati Fire Women's Weekend, Cincinnati Fire Cadet program, West End social services event, community council meetings and their related events, multiple local job fairs, National Night Out, and Rock the Block. Although school was not in session for most of this summer recruiting period, there was an effort in August to reach all greater Cincinnati area high schools, major public school systems in the region, and regional vocational schools and community colleges.

Under the leadership of the City Manager's Office, CPD, CFD, and ECC have re-envisioned Cincinnati Public Schools' Public Safety Academy to create interest in public safety and build a

stronger career pipeline. Stakeholders have been meeting regularly and anticipate launching in the 2024-25 school year.

III. Growing Economic Opportunity

My vision is that all residents and businesses have access to the tools they need to achieve economic stability and prosperity.

Community Development Block Grants: Expenditure Timeliness

For years, the City has struggled to deploy its Community Development Block Grant (CDBG) funding, received annually from HUD. These funds go to programs that help some of our residents most in need of support, including emergency home repairs for low-income homeowners. CDBG-funded programs also support neighborhood growth and development and small business needs.

A failure to achieve timely deployment of these funds means those dollars are not out in the community producing the intended impact. I have made it a priority that all departments who have funding are not letting those dollars sit, including federal funding. That direction and leadership, along with a lot of heavy lifting by the Office of Grant Administration and several departments, led to the City achieving HUD's timeliness objective for the first time since 2016.

This is due in large part to allocating additional resources and expanding the Office of Grant Administration. Director Morgan Sutter has added two new staff members who are integral in deploying resources and successful grant applications.

Leveraged Support Application Process

The annual leveraged support application process invites organizations with big local impact to petition the City for funding. Traditionally, this funding has been allocated fully by Council with little information on intended impact or past performance from the organizations, including an understanding of how much the City's money was actually being leveraged. Under my leadership, that changed with the FY24 budget cycle.

At my direction, an application process was established in spring 2023, which now requires detailed information from potential applicants on their projected impact and other data regarding finances and leverage. This process allowed the Administration to make informed decisions regarding the recommended allocations to Council in the FY24 budget. For those that received allocations, the Administration has established a reporting structure to drive performance accountability.

Neighborhood Catalytic Capital Improvement Program

The establishment of the Neighborhood Catalytic Capital Improvement Program is another process established to support Council in making more informed and ultimately impactful decisions regarding investing City funds. Like the previous leveraged support process, the end of year Carryover Budget process would historically result in quick decision-making with external parties directly lobbying Councilmembers for funding. Under my leadership and in coordination with Council, the Administration established and executed a new program to review

funding requests for neighborhood capital projects and to make recommendations to Council. This process resulted in more informed and impactful decisions from Council and enhanced the culture of informed decision-making when allocating resources.

Residential CRA Online Application

Another example of improved operational efficiency and customer service delivery is the development of the online residential CRA application. The application went live recently to support the changes to the Residential CRA program that were made by Council and effective September 1, 2023. The online application was developed internally through a collaboration with CAGIS, DCED, and several other departments. This change will not only allow for ease of operation by reducing a time-intensive paper form; it will also allow for collecting better data about the program itself. This new data source will facilitate future policy conversations by allowing for increased transparency and quicker analysis.

Financial Freedom Blueprint

The Cincinnati Financial Freedom Blueprint was the culmination of a yearlong collaboration with the Mayor's Office to develop a strategy to address the racial wealth gap in Cincinnati. This blueprint's goal is to ensure that every resident in Cincinnati can achieve financial freedom through asset ownership.

A cross-departmental team, led by OPDA and ACM Virginia Tallent, designed and underwent a yearlong process of data collection, community engagement, and research to understand the goals and barriers that were most pressing to the community. The goal of this process was to answer one central question:

“What is the City uniquely positioned to do to address the racial wealth gap and help all its residents gain financial freedom?”

The City Manager's Office and OPDA are now working to implement key strategic initiatives informed by the Financial Freedom, including but not limited to:

- Medical debt forgiveness program (including collaborative efforts to increase connection to medical care and health insurance);
- Children's savings account program (in collaboration with Preschool Promise and a banking partner);
- Investments in childcare expansion and support for childcare workers;
- Exploration of a guaranteed income pilot to address social determinants of health for pregnant women.

Career Pathways

In August 2022, the Mayor and I announced the Career Pathways Initiative (CPI), aimed at augmenting economic opportunities for young people in Cincinnati, age 14-24, through three tracks: expanding youth jobs across department and community partners, connecting young adults to entry level employment within the City, and entrepreneurship.

Youth jobs include Lifeguard, Park and Recreation Program Leader, Police and Fire Youth Cadets, and more, and internships and co-op opportunities are also available. Each youth employee receives financial literacy training and social emotional learning opportunities. Through this initiative, The City of Cincinnati has employed more than 700 young people as City

employees in a variety of positions. We continue to expand this program with the help of Vice Mayor Kearney, who has been an advocate for this work.

Central HR has established a dedicated team to recruit at all levels of City employment while placing an emphasis on youth employment. This team has visited dozens of schools, job fairs, and events to share employment opportunities. As a result of this effort, Human Resources received the 2023 Workforce Council of SW OH Award.

Department of Economic Inclusion (DEI)

The Department of Economic Inclusion continues to make strides in engaging minority business owners and building relationships across the City to promote equity in our business contracts. In September 2023, DEI hosted its second annual Business Enterprise Expo. The event followed a reverse tradeshow format that allowed DEI-certified MBE/WBE/SBEs to demonstrate their capabilities to major businesses in the Cincinnati area. This year's event offered a new matchmaker component, which allowed firms to make deeper networking connections with large businesses that expressed an interest in meeting partners in specific industries.

In collaboration with Procurement, DEI hosted a virtual event titled *How to Do Business with the City*. The recorded presentation included an overview of the City's procurement process and a how-to guide on properly completing DEI's inclusion forms. The recording is [hosted on the DEI website](#) alongside examples of properly completed forms for each bidding scenario.

The department also launched an event series focusing on access to capital, including business financial seminars and open houses aimed at relationship-building between certified MBE/WBE/SBEs and local financial institutions with products and services designed to help them.

Other important wins include a comprehensive update of inclusion forms used during bidding opportunities to reduce ambiguities, as well as the completion of an updated disparity study in February 2023. The study was conducted by Griffin & Strong P.C. Attorneys and Public Policy Consultants, and DEI implemented a new inclusion program based on the updated study.

IV. Thriving Neighborhoods

To create healthier, stabler, and more equitable neighborhoods throughout Cincinnati, my Administration adopted the following strategies:

- Seek improved outcomes in quality, healthy, stable rental housing.
- Preserve homeownership opportunities in City neighborhoods.
- Invest in social work and mental health resources for code enforcement.
- Make continuous improvements to pedestrian safety.
- Stand up to predatory landlords and problematic real estate investors through strategic affirmative litigation.

These strategies are designed to address both the physical and social aspects of housing, with a focus on promoting the well-being of residents and preserving the fabric of historically marginalized neighborhoods.

Separately, but importantly, the City is committed to generating a business environment and interactions with City departments to bring best-in-class events to the City of Cincinnati—thereby creating meaningful and attractive cultural experiences and generating important opportunities for fun and engagement.

Affordable Housing Communication and Service Delivery

The City often struggles to clearly communicate what funds are appropriated to affordable housing needs and what the impact of that funding is. To improve public transparency on this issue, the Administration created an [affordable housing dashboard](#), which clearly shows the amount of funding appropriated, and the units being created by that funding.

In addition to communication, the Administration has had to improve service delivery for affordable housing, as this Council and Mayor have appropriated three to four times more funding to affordable housing than was typical just a few years ago. By creating and maintaining an effective working relationship with the Cincinnati Development Fund, the Administration has been able to deploy this large influx of dollars effectively and quickly, delivering the expected impact.

Important to note is the connection between the City's financial practices and the funding of the Affordable Housing Trust Fund. The majority of funding directed to the Affordable Housing Trust Fund has been appropriated by Council in the City's Budget Carryover process, as part of the waterfall of funds that is established in the event that the City has a surplus at the end of its fiscal year. Due to sound financial management, including maintenance of reserves, the City again had a sizeable surplus at the end of FY23, which just in the last month produced another \$5 million for affordable housing through the established waterfall policy.

Code Enforcement Response Team and Place Based Initiatives Manager

The City's Code Enforcement Response Team (CERT) exists to bring City enforcement teams together to align around complex or multidisciplinary code enforcement issues. The multi-departmental response aligns goals and makes more efficient use of available resources. While success in addressing police and code issues in rental and commercial buildings is more quickly realized, owner-occupied properties have remained on the agenda for years with little to no progress.

Brooke Lipscomb, the City's new Place Based Initiatives Manager, began serving on CERT in May 2023. With the implementation of this new position, the City has been better able to address the multi-faceted problems faced by homeowners struggling with financial, medical, and mental health issues. This new position uses evidence-based approaches to these social issues, as opposed to more traditional code enforcement. The Place Based Initiatives Manager meets 1:1 with the homeowner, identifies the underlying issue(s) resulting in the noted violations, coordinates with City departments and outside social service agencies to provide needed services, and holds the homeowner accountable until compliance is achieved.

The CERT team has established a new subcommittee to seek to address hoarding cases, as these are difficult for the City to address because of the deep-seated mental health issues

underlying the outwardly noticeable hoarding condition. As a result of this work, the Place Based Initiatives Manager coordinated with DPS to provide four specially colored trash bins to two people with a hoarding condition for three weeks at a time. The Manager works with the resident to fill the three cans each week for DPS to collect. Most significantly, the Manager and Law have coordinated with the Hamilton County Court of Common Pleas to establish a designated hoarding docket to be managed by one of the mental health court judges. When progress halts through City's efforts, cases will be taken to court with the goal of establishing mental health services to assist in reaching code compliance.

Improved Homeless Encampment Response

The City has diligently worked to reorient its response to homeless encampments to include effective collaboration with local street outreach teams (including Greater Cincinnati Behavioral Health's Projects for Assistance in Transition from Homelessness team and GeneroCity513), housing providers, emergency shelter providers, and others. The City's Place Based Initiatives Manager, a licensed social worker, instituted a revised workflow—leading to more holistic solutions for encampments and a more consistent response to customer service requests identifying people experiencing homelessness in our community. The Place Based Initiatives Manager is also able to partner with the Alternative Response to Crisis Team, leading to increased saving of police time related to such calls for service.

Prosecution of Bad-Acting Landlords

My Administration has taken steps to hold landlords accountable to make sure habitable, affordable housing is available to all City residents. The Quality of Life team in the Law Department supports the Administration by initiating litigation against derelict landlords providing substandard living conditions to bring them up to compliance with the City's housing, health, and fire codes and to hold them accountable under the law.

The Quality of Life team provides monthly training to B&I, Health, CFD on how to effectively escalate enforcement and to help identify the most problematic properties. Collaboratively, these departments use a more comprehensive, data-driven approach to spot problems citywide, track crime incidents, and respond to code complaints, allowing for coordinated enforcement.

Moreover, tools such as those provided for or proposed by the Rental Inspection, Essential Services, and Tenant Relocation ordinances empower the City to step in and assure tenants' needs are met when the landlords fail to meet their obligations to provide necessities, such as heat and water, and allow the City to bill the Landlord for those costs. The aim is to identify properties that are already problems, as well as proactively detect issues as they arise.

Nowhere were the actions of problematic landlords more evident than at the Williamsburg Apartments in Hartwell, a 976-unit complex whose out-of-state owner had allowed it to fall into extreme disrepair: endemic mold in dozens of units, broken plumbing and appliances, and hazardous wiring. In response to the deplorable conditions at Williamsburg, the Quality of Life team filed a nuisance lawsuit against the owner to force them to clean up the property. After the City sued the owner, the owner's lender foreclosed on the property, which led to the appointment of a receiver who was charged with stabilizing the conditions at Williamsburg. The Quality of Life team continues to work with the receiver to ensure that necessary repairs are performed to return Williamsburg as a vital source of housing for the Hartwell community and the City of Cincinnati at large.

The Quality of Life team also works to monitor institutional investor acquisitions in Cincinnati and, where necessary, hold these actors accountable to our state and local laws. In January 2023, the City sued VineBrook Homes LLC, which owns nearly 1,000 single-family homes in the City and 3,000 in Hamilton County. Our lawsuit exposed a myriad of illegal practices by VineBrook, including its attempts to shift maintenance responsibilities to its tenants and circumvent mandatory protections against unlawful eviction. On October 16, 2023, Judge Wende Cross denied VineBrook's motion to dismiss and ruled that the City's lawsuit could proceed on all claims.

Pedestrian Safety

The City established its own Pedestrian Safety Program Team in order to expedite pedestrian safety projects while simultaneously saving City resources. Councilmember Jeffreys has been a champion of pedestrian safety in our communities and worked closely with DOTE to see projects to fruition. The Pedestrian Safety Program Team has accomplished the following achievements over the last year:

- Designed and implemented the Centerline Hardening Pilot Project.
- Designed and installed Cincinnati's first two sets of concrete speed cushions.
- Worked with community councils to identify priority improvement locations and begin design on 40 projects.
- Established the Ped Bike Crew, which has completed four repairs and nine projects.



1 Hamilton Avenue quick curb bump-outs (August 2023)



2 Clifton & Woolper Centerline Hardening (June 2023)



3 Linn Street Speed Cushion (April 2023)



4 Madison & Blaesi concrete bump-out (October 2022)

Green Cincinnati Plan

This year, the City completed its 5-year update to the Green Cincinnati Plan (GCP), establishing Cincinnati as a national leader in sustainability and setting ambitious goals for the future. It is through community-driven collaboration that the plan identifies 30 goals, 40 strategies, and 130 actions through which the City will advance sustainability, equity, and resilience.

Councilmember Owens was a key partner and has elevated this message in City operations.

Notably, the City has committed to a 50% reduction in carbon emissions by 2030, and 100% carbon neutrality by 2050. We are investing in renewable energy by transitioning to solar energy provided by our solar array and, whenever possible, purchasing electric vehicles for the fleet.

The GCP specifically recognizes the inequities in our communities and provides solutions to increase tree canopy, promote green infrastructure, and eliminate disparities in our communities.

Connected Communities

As directed by the Mayor and Councilmembers Harris and Cramerding, the Department of City Planning and Engagement has begun the development of Connected Communities—a series of policy proposals, including zoning changes, that aim to increase housing production and affordability. Connected Communities kicked off in 2022 with the Cincinnati Housing Solutions Summit in June and continued throughout 2022 and 2023. To determine the most appropriate policy changes for Cincinnati, I directed staff to thoroughly research national zoning best practices and conduct robust community engagement.

City Staff held eight intensive public engagement events and activities throughout February, March, and April 2023 to introduce community members to concepts of zoning. Through small-group discussions, Cincinnati residents had honest conversations with their neighbors about options for increasing housing opportunities for people at all income levels and places in life. Under my direction, staff carefully considered the research and community input to begin crafting proposed policy recommendations, which will receive further public review in late 2023 and early 2024.

Special Events

Within the last year, Cincinnati was host to several large-scale, record-breaking events that required collaboration among departments and community partners. In October 2022, more than 2 million people visited BLINK over the course of four days. Our special events team was integral in its success, working with partners to provide permits, shut down streets, communicate information to the public, and ensure a safe weekend for everyone downtown. Teams from The City Manager's Office, CPD, CFD, DOTE, and DPS routinely met with event organizers to ensure the weekend went as seamlessly as possible.

Summer 2023 also saw huge musical guests choosing Cincinnati as part of their concert series. Taylor Swift performed at Paycor Stadium to sold out crowds on June 30 and July 1. Our special events team worked closely with Bengals staff, The Banks, and other community partners to

welcome fans and create a safe fan zone along Freedom Way. More than \$980,000 was generated in admissions tax over the course of the weekend, with no major safety issues reported.

Less than a month later, Cincinnati Music Festival drew international stars and again directed large crowds to The Banks, Downtown, and Over-the-Rhine. Once again, our special events team coordinated with event producers to create traffic and safety plans, ensuring the weekend was a success.

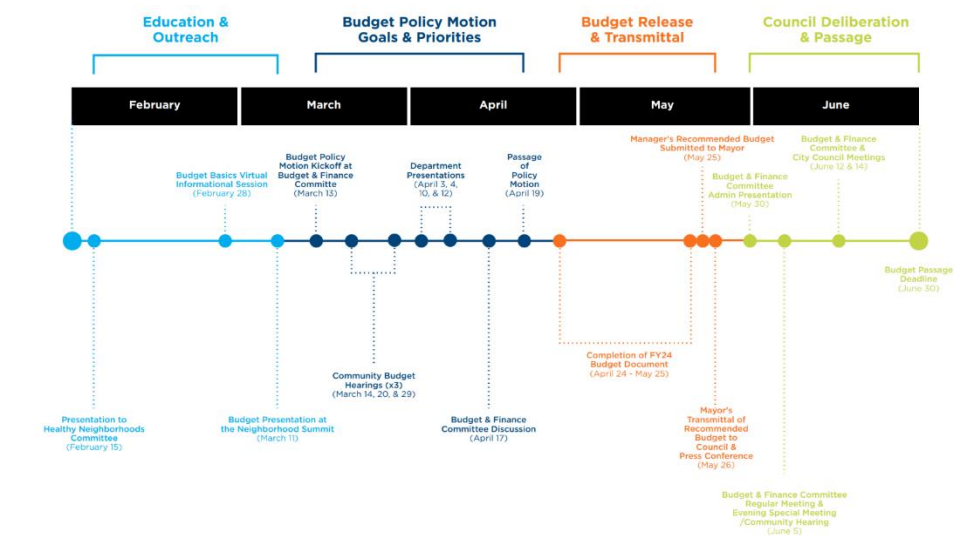
These are just a few highlights, as this team is involved with events throughout the City every weekend that require permitting and traffic detail. The City works hard to cement the success of events like Taste of Cincinnati and Oktoberfest Zinzinnati while also helping with art shows, festivals, running and biking events, and parades. Our City is vibrant and increasingly recognized nationwide as a destination for large scale events. We have proven that we are a great host and I continue to prioritize investing in those relationships through a talented special events team.

V. Fiscal Sustainability

Financial management of the City is critical to all that we do. This management encompasses effective budgeting and oversight of expenditures, but it also includes strategies for supporting and driving growth in revenues. The pandemic caused a great amount of uncertainty in the City's budget, and we are still relying on American Rescue Plan (ARP) dollars to support a portion of our operating budget. My first year saw the accomplishment of several key initiatives to get us ready for when ARP dollars are no longer available.

Approved FY24-FY25 Biennial Budget

One item of note for the first City budget approved under my direction was the efficiency and smoothness of its approval. This was in part due to several thoughtful and intentional administrative processes I implemented. Initially, my administration established a budget development schedule and pace that allowed for engagement and informed decision making. To prioritize clear communication, both internal and external, my office created a timeline graphic that depicts each step of the budget process, giving the public and local media a clear picture of what happens and when.



Budget Engagement and Education

In collaboration with Councilmember Harris, as Chair of the Budget and Finance Committee, the Budget Policy motion process and hearings occurred earlier than previously, in order to give both Council and the Administration time to incorporate feedback into the initial draft of the budget. Additionally, the Administration conducted several educational engagement sessions—including several sessions of “Budget Basics” as well as a game show installment at the Neighborhood Summit. I recognize the importance of community input and relaying information that is easily digestible. I challenged our Budget Department to be creative, and the game show was a huge success. More recently, I have led by personally directing three budget engagement meetings focused on educating and soliciting feedback on the City’s capital budget as well as informing residents about the proposed sale of the Cincinnati Southern Railway.

Rollback Policy

The property tax rollback policy, in place since the late 1990s, capped operating revenue growth from property taxes. Over those two decades, expenses have grown immensely, as has the City’s property tax base. This year, under the leadership of the Mayor and Council, my recommendation to stop the rollback policy was accepted. This was a tough but critical step in preparing the City for the near future when ARP dollars will not be available; it is also a pivot point for diversifying the City’s operating revenue sources in the face of overreliance on and uncertainty regarding income tax revenue due to the effects of the pandemic.

Reserve Balances

Through the closeout process in late 2022 and just recently in fall 2023, the City’s reserves are very healthy. The current balance is approximately \$85 million, plus an additional \$50 million set aside regarding a contingent liability related to income tax refunds from 2020. This reserve balance represents a more than 100% increase over the last five years and is a testament to sound financial management of both expenses and revenues.

Job Creation Tax Credits

Due to the impacts of the COVID-19 pandemic, many of the businesses that we previously extended job creation tax credits to struggled to meet their obligations under the agreements. Many of these agreements and relationships had not been addressed when I took office, so I have prioritized resolving these situations in a way that acknowledges the “new normal” following the pandemic, while also ensuring maximum value to the City.

Performance-Based Budgeting

As part of preparations for future operating budget deficits, I am leading a move to performance-based budgeting over three fiscal years. This process began earlier this year and was evidenced in a small way with the FY24 budget’s performance agreements. Each department was required to establish clear and data-based key performance indicators, and a more robust internal process was set up for reporting on these indicators. During this year, the City Manager’s Office, Budget, and OPDA have been working to build and launch a department-by-department program to help each department establish a clear service catalogue and performance measures. Due to the complexity of the undertaking, the transition process will span FY25 and FY26. The goal for FY26 is to have established both performance information and resource allocation for each service, to help inform resource allocation decisions. More specific revenue generation information will also be incorporated.

Revenue Enhancements

As another planning measure for future fiscal years, I have directed an internal-facing initiative to explore opportunities for revenue enhancements. The two most prominent components of this initiative are research into fees that the City charges as well as a deep dive into our parking system. When I was appointed City Manager, there was no single database of all the fees that the City charges, and there was no holistic picture as to what fees were established and when. In summer 2023, I established an internal process to collect and aggregate this information from departments. It will be completed soon and incorporated into the FY25 budgeting process.

The second major component of this initiative is a deep dive into the City’s parking system that looks for opportunities to improve operations and revenue generation. In August 2023, some minor adjustments were made. Additional research and study is ongoing and will provide a foundation for any future recommendations to Council on revenue enhancements.

VI. What’s Next

My focus in my first year as City Manager has been *breaking things down to build them back up*, in service of more efficient ways of governing. This has positioned me to create stability and streamline operations in the next year. We will continue to improve upon the foundational changes we have identified and increase accountability, expand our use of new tools, and responsibly prepare for the future.

OnBase Advancements

I am already planning to expand our use of OnBase to improve efficiency and effectiveness through end-to-end automation and management of procurement activities. This will significantly improve contract management and a more efficient workflow. By doing so, we will achieve a

more streamlined operation for vendors and new businesses who may be unfamiliar with City processes. We will achieve this by automating contract routing, DEI Goal Determine, and Tax Payer in Good Standing. Updating the functionality of this core procedure will result in time and resources saved while reducing barriers for business opportunities.

Additionally, we must replace the management system for both the Office of Environment and Sustainability and Law.

Performance-Based Budgeting

Resource allocation is the single greatest tool in City government for achieving our mission, and budget deficits require allocating limited resources in a way that best achieves the City's mission. Performance-based budgeting will connect performance management and resource allocation decisions. This includes recommendations on whether to continue previous funding of existing services or to increase funding for services as necessary. It doesn't count if it's not measured.

I will continue to build off the work implemented this year. For the remainder of FY24 and during FY25, departments are developing service catalogues to identify all services provided with a focus on measuring performance. Performance-based budgeting will be fully implemented for the FY 2026-2027 Biennial Budget development process, with the City Manager's Recommended Budget reflecting resource allocation decisions that are data-driven and made through performance-based budgeting.



Matrix Assessment

My administration has contracted with Matrix Consulting to perform workforce climate assessments; the contract is for a two-year term with the option to renew for two additional

years. Climate and/or cultural assessments are independent, objective, credible, and comprehensive assessments of employee perception of their working environment, business, and safety culture. Matrix is charged with conducting interviews, anonymous employee surveys, and data collection to inform proposed recommendations and action plans to address areas in need of improvement.

This work helps ensure that our departments' organizational climates are aligned to meet core service functions while improving the overall experience of being employed by the City of Cincinnati. These assessments are commissioned on an as-needed basis by the Office of the City Manager. The Police Department is currently under assessment; the Fire Department will start assessment soon, followed by other departments as identified.

Duke Energy Convention Center

The Administration has been working closely with several community partners, including 3CDC and Hamilton County Commissioners, to realize a \$200 million investment in the Duke Energy Convention Center, recognizing the economic impact this will have on the rest of the City.

We have made great strides in critical funding and design aspects, setting us up for success as the renovation project is scheduled to begin in the coming year. We will continue to stay in lock step with the community and other partners to ensure this project stays on track.

Cincy on Track

Cincinnati citizens will decide on a potentially transformational deal to sell the Cincinnati Southern Railway for \$1.6 billion. As directed by Council, my office has prepared a 10-year, \$250 million spending plan based on deferred maintenance priorities identified by departments.

The increased cost of maintaining City infrastructure has resulted in nearly \$500 million worth of deferred maintenance. It is important we address the critical need and invest in our infrastructure for the betterment of our City. I am prepared, no matter what voters decide, to prioritize projects and engage communities ahead of investment. We are currently holding community workshops to provide information and solicit feedback about our annual budget. This will continue, regardless of the vote, through the annual budget process.

Futures Commission

We have proactively taken steps to internally address identified areas of improvement ahead of suggestions from the Futures Commission. We are positioned to receive the Commission's report and quickly act upon decisions by the Mayor and Council based upon its recommendations.

VII. Conclusion

The opportunity to serve the City of Cincinnati in the highest professional capacity is an enormous one, and the responsibility that comes with the role of City Manager is not one I take

lightly. I began my career as a public servant by wondering what I could do to alleviate housing and quality of life issues I saw every day; now, as administrative leader of a major U.S. city, I still place human consequences at the center of each decision I make.

From my first day as City Manager, I knew I wanted to lean on the strengths of our 6,000-strong employee workforce, taking advantage of the wealth of experience that exists across every department and team. At the same time, there were major problems to address: vacancies at the Director level, looming retirements in the Police and Fire departments, and policies and procedures in need of updating. I'm proud to have found success on both sides of this issue—we encourage, develop, and rely on Team Cincy every day, and we make bold moves to invite new team members into the fold.

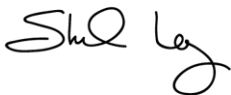
Like me, many of you are relatively new to City leadership, and like me, you observed a high level of dysfunction at City Hall prior to coming on board. I'm so grateful that we have been able to work together to forge a new path built on trust, problem-solving, and mutual respect. Our partnership not only allows the work to get done amicably and without incident, but it ultimately supports the health and vibrancy of Cincinnati as a whole.

I would be remiss if I did not thank my leadership team, including our ACMs, senior members of the Law department, and all our Directors, for their expertise and tenacious commitment to our mission. Thank you to the entire CMO, especially our support staff, for keeping the operation running smoothly.

And thank you to the entire City of Cincinnati workforce, 6,000-strong, for getting up every day and serving something bigger than yourself. I say thank you not only as City Manager, but as a resident of the great city of Cincinnati: we are stronger and better because of your dedication.

When we work transparently, we can better invite the public to join us. When we collaborate seamlessly, we engender pride in local government. And when we strategize intentionally, we find solutions that make our city the best it can be.

Thank you for the opportunity to serve as City Manager and for your support in my first year of work.

A handwritten signature in black ink, appearing to read "Sheryl Long". The signature is fluid and cursive, with the first name "Sheryl" written in a larger, more prominent script than the last name "Long".

Sheryl M.M. Long