



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final-revised

### Budget and Finance Committee

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

Monday, September 29, 2025

1:00 PM

Council Chambers, Room 300

#### AGENDA

#### GRANTS

1. [202501761](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.  
  
**Sponsors:** City Manager  
**Attachments:** [Transmittal](#)  
[Ordinance](#)
2. [202501779](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.  
  
**Sponsors:** City Manager  
**Attachments:** [Transmittal](#)  
[Ordinance](#)
3. [202501780](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/25/2025, **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant," to provide resources for trail improvements and invasive species removal at French Park; and **AUTHORIZING** the Director

of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant."

**Sponsors:** City Manager

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

4. [202501781](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the City Manager to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

**Sponsors:** City Manager

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

5. [202501775](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

**Sponsors:** City Manager

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

6. [202501778](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **ESTABLISHING** new capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949," to provide resources for making pedestrian safety improvements in the Downtown area known as "The Banks," through the construction of Accessible Pedestrian Signals ("APS") and ADA-compliant curb ramps ("PID 121949 project"); **AUTHORIZING** the City Manager to apply for, accept, appropriate, and deposit a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation ("ODOT") of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949"; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

**Sponsors:** City Manager

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

**TRANSFERS AND APPROPRIATIONS**

7. [202501762](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

**Sponsors:** City Manager

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

**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL (SOPEC)**

8. [202501777](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, **AUTHORIZING** the City Manager to enter into any agreements necessary to enable the City to join the Southeast Ohio Public Energy Council ("SOPEC") and act jointly with other municipalities, townships, counties, and other political subdivisions to maximize the potential benefits of electricity procurement through group purchasing efforts; and **APPROVING** the SOPEC Plan of Operation and Governance and the Amended and Restated Bylaws Governing SOPEC.

**Sponsors:** City Manager

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

**COMMUNITY REINVESTMENT AREA AGREEMENT**

9. [202501782](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 209 Limited, a subsidiary of Urban Sites, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1425 Main Street, 209 Woodward Street and 1227 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of three existing buildings to into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

**Sponsors:** City Manager

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

**COMMUNICATION**

10. [202501789](#) **COMMUNICATION**, submitted by the Clerk of Council, from Rachel Hastings, Chair, Downtown Cincinnati Improvement District Assessment Equalization Board, regarding the Board's recommendations regarding objections.

**Sponsors:** Clerk of Council

**Attachments:** [Final Report - DCID Equalization Board Report](#)

### **DOWNTOWN CINCINNATI IMPROVEMENT DISTRICT**

11. [202501800](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/29/2025, **APPROVING** the report of the Over-the-Rhine South Special Improvement District Assessment Equalization Board dated September 22, 2025.

**Sponsors:** City Manager

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

12. [202501799](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/29/2025, **DETERMINING** to proceed with the assessment of properties in the Downtown Cincinnati Improvement District to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

**Sponsors:** City Manager

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

13. [202501798](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/29/2025, **TO LEVY** special assessments to pay for the costs of implementing the 2026-2029 services plan for the Downtown Cincinnati Improvement District in accordance with Section 727.25 and Chapter 1710 of the Ohio Revised Code.

**Sponsors:** City Manager

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

### **TIF**

14. [202501793](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/1/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with Corryville Community Development Corporation to facilitate acquisition of real property located in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources for the



acquisition of real property; **AUTHORIZING** the transfer and appropriation of \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the acquisition of real property in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43 (Subject to the Temporary Prohibition List

<<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

<<https://www.cincinnati-oh.gov/law/ethics/city-business%3e>>.

**Sponsors:**

City Manager

**Attachments:**

[Transmittal](#)

[Ordinance](#)

[Exhibit A](#)

ADJOURNMENT

September 24, 2025

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

202501761

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

**Subject: Emergency Ordinance – OES: Public Allies AmeriCorps Grant**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

Approval of this Emergency Ordinance authorizes the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

This in-kind grant requires matching resources of up to \$22,000, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200. No new FTEs/full time equivalents are associated with this grant.

The City has already applied for the grant, but in-kind services will not be accepted without City Council approval.

The establishment of a grant partnership between Public Allies AmeriCorps and the City is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-185 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to complete the grant agreement with Public Allies AmeriCorps by the October 6, 2025 deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## **EMERGENCY**

**KKF**

**- 2025**

**AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

WHEREAS, on April 12, 2023, Council adopted the 2023 Green Cincinnati Plan (“Plan”) with Council’s full list of recommendations set forth in Resolution No. 37-2023; and

WHEREAS, a grant is available from Public Allies AmeriCorps for in-kind services to provide one full-time contracted position to carry out key portions of the Plan; and

WHEREAS, this grant will allow the City to accelerate implementation of the Plan; and

WHEREAS, this grant requires matching resources of up to \$22,000, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200; and

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

WHEREAS, the City has already applied for the grant, but no in-kind services will be accepted without approval by Council; and

WHEREAS, the establishment of a grant partnership between Public Allies AmeriCorps and the City is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-185 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

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

Section 3. That this ordinance 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 to complete the grant agreement with Public Allies AmeriCorps by the October 6, 2025 deadline.

Passed: \_\_\_\_\_, 2025

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

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

September 24, 2025

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

202501779

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

**Subject: Emergency Ordinance – Health: Ohio Department of Health (ODH) Bureau of Health Preparedness (BHP) Grant**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Approval of this Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health (ODH), Bureau of Health Preparedness (BHP) (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

The City applied for the grant and received notice of award on July 9, 2025, but no grant funds will be accepted without approval from the City Council. There are no new FTEs/full time equivalents associated with this grant and no local match is required.

Planning and implementing emergency preparedness activities is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-191 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## **EMERGENCY**

**JWF**

**- 2025**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

WHEREAS, a grant of up to \$225,406 is available from the Ohio Department of Health, Bureau of Health Preparedness to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and

WHEREAS, the City applied for this grant and received notice of award on July 9, 2025, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, planning and implementing emergency preparedness activities is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-191 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 \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure timely acceptance of awarded grant funds.

Passed: \_\_\_\_\_, 2025

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

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



September 24, 2025

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

202501780

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

**Subject: Ordinance – Parks: French Park Improvements Grant**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant,” to provide resources for trail improvements and invasive species removal at French Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant.”

Approval of this Ordinance authorizes the City to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant,” to provide resources for trail improvements and invasive species removal at French Park. This Ordinance also authorizes the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant.”

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

Removing invasive species at French Park aligns with the “Sustain” goal to “[p]reserve our natural and built environment,” the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community,” and the strategy to “[u]nite our communities” as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant,” to provide resources for trail improvements and invasive species removal at French Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant.”

WHEREAS, French Park is a 281-acre park, located in Amberley Village, that boasts miles of hiking trails, creeks, meadows, and wooded hillsides; and

WHEREAS, the Parks Department has determined that many sections of trail corridors in French Park are infested with invasive species that have destroyed native vegetation and that several trails require improvements; and

WHEREAS, the Cincinnati Parks Foundation raises funding through endowments and donations that support the operations and capital needs of City parks; and

WHEREAS, the Cincinnati Parks Foundation has awarded a generous \$142,500 grant to the City to support invasive species removal and trail improvements in French Park; and

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

WHEREAS, removing invasive species at French Park aligns with the “Sustain” goal to “[p]reserve our natural and built environment,” the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community,” and the strategy to “[u]nite our communities” as described on pages 193-195 and 209-211 of Plan Cincinnati (2012): now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant,” to provide resources for trail improvements and invasive species removal at French Park.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, “French Park Conservation Grant.”

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

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

Passed: \_\_\_\_\_, 2025

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

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

September 24, 2025

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

202501781

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

**Subject: Ordinance – Parks: Boating Infrastructure Grant (BIG) Application**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

Approval of this Ordinance authorizes the City Manager to apply for a grant of up to \$1,500,000 from the United States Fish and Wildlife Service (FWS) Boating Infrastructure Grant (BIG) Program, as administered by the Ohio Department of Natural Resources (ODNR) Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

The BIG grant requires 25 percent matching funds for eligible and allowable BIG-funded facility costs, which will be paid from existing Parks capital improvement program project accounts and from public-private partnerships. There are no new FTEs/full time equivalents associated with this grant.

Construction of a new boat dock at the Public Landing is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

WHEREAS, grant resources are available from the U.S. Fish and Wildlife Service Boating Infrastructure Grant (“BIG”) Program to provide funding for infrastructure for large cruising boats; and

WHEREAS, the City plans to apply for a grant of up to \$1,500,000 to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati; and

WHEREAS, the BIG Program requires 25 percent matching funds for eligible and allowable BIG-funded facility costs, which will be paid from existing Parks Department capital improvement program project accounts and from public-private partnerships; and

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

WHEREAS, construction of a new boat dock at the Public Landing is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” described on pages 193-195 and 209-211 of Plan Cincinnati (2012); now, therefore

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

Section 2. That this ordinance shall take effect and be in force from and after the earliest time allowed by law.

Passed: \_\_\_\_\_, 2025

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

Clerk

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

September 24, 2025

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

202501775

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

**Subject: Ordinance – Parks: Jackson Hill Park Litter Removal Grant**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

Approval of this Ordinance authorizes the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

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

Removing litter at Jackson Hill Park is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

WHEREAS, the Cincinnati Parks Foundation offered grant funding to assist the Parks Department in removing litter at Jackson Hill Park; and

WHEREAS, the grant from the Cincinnati Parks Foundation was accepted by the Cincinnati Park Board at the regular meeting on June 20, 2025; and

WHEREAS, an ordinance is required to accept and deposit grant resources; and

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

WHEREAS, removing litter at Jackson Hill Park is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-195 and 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and deposit a grant of \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

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



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

Passed: \_\_\_\_\_, 2025

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

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

September 24, 2025

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

202501778

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

**Subject: Ordinance – DOTE: Highway Safety Improvement Program (HSIP)  
Grant for Pedestrian Safety Improvements at The Banks**

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Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949,” to provide resources for making pedestrian safety improvements in the Downtown area known as “The Banks,” through the construction of Accessible Pedestrian Signals (“APS”) and ADA-compliant curb ramps (“PID 121949 project”); **AUTHORIZING** the City Manager to apply for, accept, appropriate, and deposit a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation (“ODOT”) of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949”; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949”; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate an ODOT grant of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949,” to provide resources for making pedestrian safety improvements at The Banks.

Acceptance of this grant requires a ten percent local match of up to \$77,000, which is anticipated to be available in various future capital improvement program project accounts. There are no new FTEs/full time equivalents associated with this grant.

Implementing grant funded safety improvements by constructing APS and ADA-compliant curb ramps is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 127-137 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**ESTABLISHING** new capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949,” to provide resources for making pedestrian safety improvements in the Downtown area known as “The Banks,” through the construction of Accessible Pedestrian Signals (“APS”) and ADA-compliant curb ramps (“PID 121949 project”); **AUTHORIZING** the City Manager to apply for, accept, appropriate, and deposit a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation (“ODOT”) of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949”; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949”; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

WHEREAS, there are grants available from the Ohio Department of Transportation’s (ODOT) Highway Safety Improvement Program (“HSIP”); and

WHEREAS, grant resources could be used by the Department of Transportation and Engineering to ensure timely completion of pedestrian safety improvements in the Downtown area known as “The Banks,” including the construction of Accessible Pedestrian Signals (“APS”) and ADA-compliant curb ramps; and

WHEREAS, acceptance of HSIP grant resources requires a ten percent local match of up to \$77,000, which is anticipated to be available in various future capital improvement program project accounts; and

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

WHEREAS, implementing grant funded safety improvements by constructing APS and ADA-compliant curb ramps is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 127-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949,” to provide resources for making pedestrian safety improvements in the Downtown area known as

“The Banks” through the construction of Accessible Pedestrian Signals (“APS”) and ADA-compliant curb ramps (“PID 121949 project”).

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation (“ODOT”) of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949.”

Section 3. That the Director of Finance is authorized to deposit the grant resources into capital improvement program project account no. 980x239x262321, “Cin APS FY27 Safety Grant PID 121949.”

Section 4. That the City Manager is authorized to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

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

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

Passed: \_\_\_\_\_, 2025

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Aftab Pureval, Mayor

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

September 24, 2025

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

202501762

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

**Subject: Emergency Ordinance – Enterprise Services: Convention Center  
Fund Supplemental Appropriation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

There is a need for an additional \$200,000 in non-personnel resources to support the Convention Center Manager as they increase staffing ahead of re-opening.

Additionally, with the conclusion of the Convention Center rehabilitation project approaching, the City is seeking to terminate the current naming rights agreement for the Convention Center so that it can reevaluate the City's best use of those rights. \$1,600,000 in non-personnel resources is needed for terminating this agreement.

The reason for the emergency is the immediate need to meet contractual obligations and ensure the uninterrupted continuation of services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

## **EMERGENCY**

**MSS**

**- 2025**

**AUTHORIZING** the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

WHEREAS, \$200,000 in additional resources must be transferred and appropriated to provide for contractual service obligations to support the Convention Center Manager's increase in staffing ahead of re-opening; and

WHEREAS, with the conclusion of the Convention Center rehabilitation project approaching, the City is seeking to terminate the current naming rights agreement for the Convention Center so that it can reevaluate the City's best use of those rights; and

WHEREAS, \$1,600,000 therefore must be transferred and appropriated to provide the necessary resources to terminate the current naming rights agreement for the Convention Center; now, therefore,

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

Section 1. That \$1,800,000 is transferred and appropriated from the unappropriated surplus Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 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 meet contractual obligations and ensure the uninterrupted continuation of services.

Passed: \_\_\_\_\_, 2025

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

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



September 24, 2025

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

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

202501777

**Subject: Ordinance – SOPEC Membership**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to enter into any agreements necessary to enable the City to join the Southeast Ohio Public Energy Council ("SOPEC") and act jointly with other municipalities, townships, counties, and other political subdivisions to maximize the potential benefits of electricity procurement through group purchasing efforts; and **APPROVING** the SOPEC Plan of Operation and Governance and the Amended and Restated Bylaws Governing SOPEC.

WHEREAS, on September 4, 2025, Council passed Ordinance No. 271-2025 authorizing the scheduling of two public hearings pursuant to Ohio Revised Code 4928.20 to consider the Plan of Operation and Governance (the "Plan") for the Electric Service Aggregation Program sponsored by the Southeast Ohio Public Energy Council ("SOPEC"); and

WHEREAS, the two public hearings were conducted, and Council has reviewed the Plan and the SOPEC Bylaws; and

WHEREAS, Ordinance No. 270-2011, passed August 3, 2011, authorizes the City Manager to exercise the authority granted by voters jointly with other political subdivisions of the State of Ohio and to execute and deliver any necessary agreements with such other political subdivisions to establish an Electric Service Aggregation Program; and

WHEREAS, Council finds it is in the best interest of the City and its residents to join the SOPEC and to authorize the City Manager to participate in the SOPEC aggregation program when it is advantageous to the City and its residents; 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 enter into any agreements and take any action necessary for the City to join the Southeast Ohio Public Energy Council ("SOPEC"), including but not limited to entering into the Amended and Restated Agreement Establishing the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC Agreement") substantially in the form as attached, to implement the City's participation in the SOPEC's Electric Service Aggregation Programs and any additional programs referenced in the Plan as the City Manager determines is in the best interests of the City, its residents, and businesses.

Section 2. That the Plan of Operation and Governance (the "Plan") for the Electric Service Aggregation Program sponsored by the SOPEC is approved.

Section 3. That the Amended and Restated Bylaws Governing the SOPEC (DBA Sustainable Ohio Public Energy Council) are adopted and approved.

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

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

Joining SOPEC supports the 2023 Green Cincinnati Plan is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati (2012). The reason for the emergency is the immediate need for the City to achieve greater savings for the City's electric customers as soon as possible. The Administration recommends passage of this Emergency Ordinance.

cc: Oliver Kroner, Director, Office of Environment and Sustainability  
John S. Brazina, Interim Assistant City Manager

## **EMERGENCY**

**KKF**

**- 2025**

**AUTHORIZING** the City Manager to enter into any agreements necessary to enable the City to join the Southeast Ohio Public Energy Council (“SOPEC”) and act jointly with other municipalities, townships, counties, and other political subdivisions to maximize the potential benefits of electricity procurement through group purchasing efforts; and **APPROVING** the SOPEC Plan of Operation and Governance and the Amended and Restated Bylaws Governing SOPEC.

WHEREAS, on September 4, 2025, Council passed Ordinance No. 271-2025 authorizing the scheduling of two public hearings pursuant to Ohio Revised Code 4928.20 to consider the Plan of Operation and Governance (the “Plan”) for the Electric Service Aggregation Program sponsored by the Southeast Ohio Public Energy Council (“SOPEC”); and

WHEREAS, the two public hearings were conducted, and Council has reviewed the Plan and the SOPEC Bylaws; and

WHEREAS, Ordinance No. 270-2011, passed August 3, 2011, authorizes the City Manager to exercise the authority granted by voters jointly with other political subdivisions of the State of Ohio and to execute and deliver any necessary agreements with such other political subdivisions to establish an Electric Service Aggregation Program; and

WHEREAS, Council finds it is in the best interest of the City and its residents to join the SOPEC and to authorize the City Manager to participate in the SOPEC aggregation program when it is advantageous to the City and its residents; 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 enter into any agreements and take any action necessary for the City to join the Southeast Ohio Public Energy Council (“SOPEC”), including but not limited to entering into the Amended and Restated Agreement Establishing the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) (“SOPEC Agreement”) substantially in the form as attached, to implement the City’s participation in the SOPEC’s Electric Service Aggregation Programs and any additional programs referenced in the Plan as the City Manager determines is in the best interests of the City, its residents, and businesses.

Section 2. That the Plan of Operation and Governance (the “Plan”) for the Electric Service Aggregation Program sponsored by the SOPEC is approved.

Section 3. That the Amended and Restated Bylaws Governing the SOPEC (DBA Sustainable Ohio Public Energy Council) are adopted and approved.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6, of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to join the SOPEC to achieve greater savings for the City's electric customers as soon as possible.

Passed: \_\_\_\_\_, 2025

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

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

**ATTACHMENT A**

**AMENDED AND RESTATED AGREEMENT**  
**ESTABLISHING THE**  
**SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**  
**(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)**

This AMENDED AND RESTATED AGREEMENT is made and entered into as of October 8, 2014, as amended and restated as of July 20, 2023 ("Agreement"), by and among the political subdivisions identified below.

**RECITALS:**

**WHEREAS**, Ohio Revised Code Chapter 167 provides that the governing bodies of two or more political subdivisions may enter into an agreement establishing a regional council of governments for purposes that include promoting cooperative agreements and contracts among members and other governmental agencies and private persons, corporations, or agencies.

**NOW, THEREFORE**, in consideration of the services to be made available to and by the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council), also referred to herein as "SOPEC," it is agreed by and between the Members of SOPEC and any additional political subdivisions that may hereafter become Members as follows:

**Section 1. Definitions.**

Definitions of terms used in this Agreement and Amended and Restated Bylaws ("Bylaws") are set forth on Exhibit A hereto.

**Section 2. Name.**

The name of the council of regional governments that comprises all Members shall be the "Southeast Ohio Public Energy Council," which also may do business under one or more trade names, including the Sustainable Ohio Public Energy Council.

**Section 3. Members.**

Members of SOPEC shall be set forth on Exhibit B hereto, and shall include any other political subdivisions which become members of SOPEC pursuant to Bylaws established pursuant to Section 6 of this Agreement. Each Member shall have one representative to the Assembly, as further set forth in the Bylaws.

**Section 4. Purpose: The Aggregation Programs; Additional Programs of the Council.**

The purpose of this Agreement is to allow Members to collectively pursue the benefits of the Aggregation Programs and Additional Programs of the Council that the Council may establish. The Council may negotiate and enter into all necessary programs, contracts and take any necessary and incidental actions to effect and carry out the purposes of the Aggregation Programs for the benefit of the Members and their respective electricity and natural gas consumers. The Members will act jointly through the Council to establish and implement the Aggregation Programs and the Board of Directors may establish Additional Programs of the Council, as set forth in the Bylaws.

**Section 5. Fiscal Year.**

The fiscal year for SOPEC shall be the twelve month period beginning January 1 and ending December 31.

**Section 6. Adoption of Bylaws.**

Within ninety (90) days of adoption of this Agreement, Members shall meet for the purpose of adopting Bylaws of SOPEC. The Bylaws shall address the purposes of SOPEC, its governance, addition and withdrawal of members, adding new programs, and other governance issues including SOPEC's decision-making process and the designation of its fiscal agent.

**Section 7. Withdrawal and Inclusion of Members.**

All issues pertaining to the withdrawal of existing Members or inclusion of new Members shall be governed by the Bylaws.

**Section 8. Amendments.**

This Agreement may be amended subject to the majority vote of the signatory Members to the Agreement, until the adoption of Bylaws pursuant to Section 6 of this Agreement, at which time all amendments to this Agreement will be subject to the provisions set forth in the Bylaws.

**Section 9. Term and Termination.**

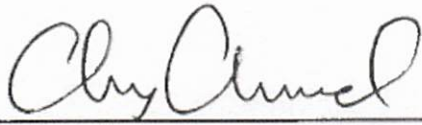
It is the intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated subject to the provisions set forth in the Bylaws.

**Section 10. Effective Date.**

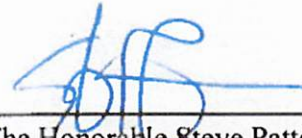
This Agreement shall take effect initially this 8th day of October, 2014, as amended and restated effective July 20, 2023. This Agreement, as amended, may be signed in separate counterparts on behalf of one, or more than one, of the Members, and may be signed



electronically, without the necessity for any one counterpart to be signed on behalf of all Members.



The Honorable Chris Chmiel,  
Athens County Commissioner  
Chairman of the Board of Directors



The Honorable Steve Patterson  
Mayor of Athens  
Vice Chair of the Board of Directors

## **EXHIBIT A**

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

“Additional Program” means any other cooperative program the Council may establish, with approval of the Council’s Board of Directors, under an Additional Program Agreement.

“Additional Program Agreement” means any agreement among some or all Members, and such non-members as may be permitted to participate, establishing an Additional Program in accordance with Section 9 of the Bylaws.

“Additional Program Costs” means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement; provided, however, that no Member shall be assessed Additional Program Costs if the Member is not participating in such Additional Program.

“Advisory Committee” means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

“Aggregation Costs” means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Programs; provided, however, that no Member shall be assessed Aggregation Costs unless such assessment is imposed on all Members and unanimously approved by all impacted Members at a meeting of the Assembly.

“Aggregation Fund” means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 10 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council, if any.

“Aggregation Programs” means the cooperative programs for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers and natural gas by natural gas customers in the political subdivisions that join the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council), pursuant to the terms of Ohio Revised Code Sections 4928.20 and 4929.26, and this Agreement.

“Agreement” means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

“Assembly” means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

**“Bylaws”** means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 13 thereof.

**“Council”** means the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) established by this Agreement.

**“Fiscal Agent”** means the person or organization designated by the Members of the Council to receive, deposit, invest, and disburse funds contributed by the Members or otherwise received by the Council, for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement. The Council may serve as its own Fiscal Agent.

**“Fiscal Year”** means the twelve (12) month period beginning January 1 and ending December 31.

**“Member”** means any municipal corporation, county, township, or any other political subdivision under the laws of the State of Ohio which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereof, including any additional municipal corporation, county, township, or any other political subdivision under the laws of the state of Ohio which has caused this Agreement to be executed in accordance therewith, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

**“Program”** means an Aggregation Program or any Additional Program.

## **EXHIBIT B**

### **Current List of SOPEC Member Communities & Political Subdivisions**

#### **Athens County**

Athens County

City of Athens

Village of Albany

Village of Amesville

Village of Buchtel

Village of Chauncey

Village of Jacksonville

Village of Trimble

#### **Columbiana County**

Unity Township

#### **Cuyahoga County**

City of Cleveland

#### **Franklin County**

Blendon Township

City of Gahanna

City of Upper Arlington

Village of Marble Cliff

#### **Gallia County**

City of Gallipolis

Village of Rio Grande

#### **Greene County**

Village of Yellow Springs

#### **Hocking County**

City of Logan

#### **Lucas County**

Village of Whitehouse

**Meigs County**

Village of Racine

**Montgomery County**

City of Dayton

City of Huber Heights

City of Riverside

**Morgan County**

Village of Chesterhill

Village of McConnelsville

**Muskingum County**

Village of New Concord

Village of Norwich

**Perry County**

Village of Glenford

Village of Hemlock

Village of New Straitsville

Village of Shawnee

Village of Somerset

**Pike County**

Village of Piketon

**Washington County**

City of Belpre

Village of Lowell

**Political Subdivisions**

Athens-Hocking Solid Waste District

Dayton Metro Library

Five Rivers MetroParks

Hocking Conservancy District

MetroParks of Butler County

Muskingum Watershed Conservancy District

Syracuse Racine Regional Sewer District

**NEW MEMBER ATTACHMENT FOR AGREEMENT ESTABLISHING**  
**THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL**  
**(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL) ("SOPEC")**

Approved by the City Manager,

this \_\_\_\_ day of \_\_\_\_\_, 2025

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Sheryl M. M. Long  
City Manager, City of Cincinnati

September 24, 2025

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

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

202501782

**Subject: Emergency Ordinance – Approving and Authorizing CRA Tax Exemption Agreement with 209 Limited, LLC**

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Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 209 Limited, a subsidiary of Urban Sites, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1425 Main Street, 209 Woodward Street and 1227 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of three existing buildings to into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

**STATEMENT**

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

**OFFICE/COMMERCIAL:** The addition of these office units will help contribute to Cincinnati's economic stability by opening more potential for future job opportunities through increased space for new tenants.

**BACKGROUND/CURRENT CONDITIONS**

The project entails the historic renovation of three vacant scattered-site buildings located at 1227 Walnut Street, 1425 Main Street, and 209 Woodward Street in the Over-the-Rhine neighborhood. This project rehabilitates and revitalizes 17 residential units (~16,500 sq ft) and 2 units of commercial space (~2,700 sq ft). The residential rents as proposed are naturally affordable at 60% - 120% AMI. As presented, the project will be funded solely from owner equity and federal historic tax credit equity with an assumed value of ~\$900,000.

**DEVELOPER INFORMATION**

209 Limited, LLC, an affiliate Urban Sites LLC, is the developer of this project. Urban Sites is a development, property management and construction services company with a focus on revitalization of historic assets in the urban core. Urban Sites is best known for its catalytic work in Over the Rhine as well as the historic Woodburn Corridor in east Walnut Hills and their current activity in Convington.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

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

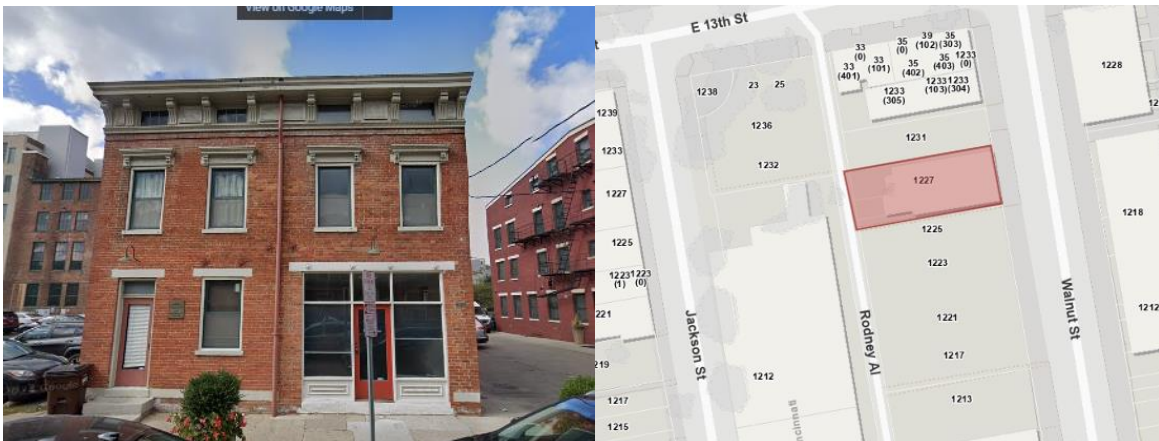


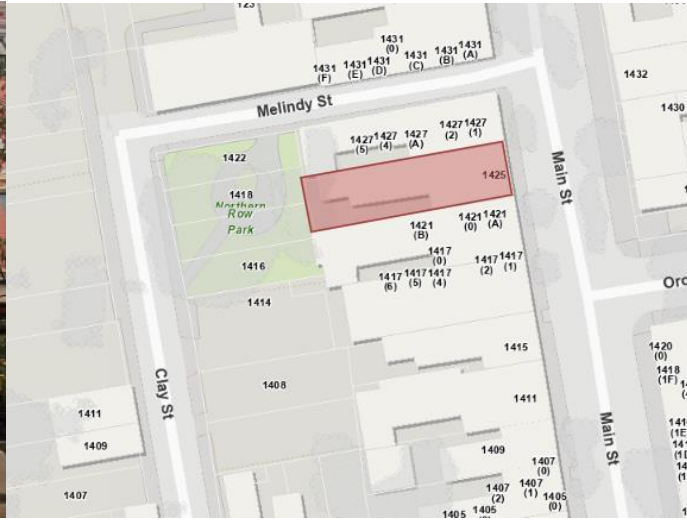
### **Project Outline**

Project Name	209 Limited, LLC
Street Address	1425 Main Street, 209 Woodward Street, 1227 Walnut Street
Neighborhood	OTR
Property Condition	Vacant Property
Project Type	Rehabilitation
Project Cost	Hard Construction Costs: \$4,218,415 Acquisition Costs: \$0 (all three addresses have been owned for 10 years or more) Soft Costs: \$570,386 Total Project Cost: \$4,788,801
Private Investment	Private Financing: \$0 Developer and Tax Credit Equity: \$4,788,801
Sq. Footage by Use	Residential: 16,498 SF Commercial 2,680 SF
Number of Units and Rent Ranges	5 Studio Unit; Rent \$1,085-\$1,750 2 2-BR Unit; Rent \$1,725-\$1,750 10 1-BR Units; Rent \$1,215 - \$2,895 17 Total Units
Median 2-BD Rent Affordable To	Salary: \$69,000 City Job Classification: Contract Compliance Officer, Assistant Spvr of WW Coll Mnt
Jobs and Payroll	Created FTE Positions: 6 Total Payroll for Created FTE Positions: \$187,200 Average Salary for Created FTE Positions: \$187,200 Construction FTE Positions: 21 Total Payroll for Construction FTE Positions: \$1,782,787
Location and Transit	Transit score: 76 (within a 24-hour bus route) Project is located within OTR Historic District
Community Engagement	No documented community engagement
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 164-168), Sustain Initiative Area Goal 2 (p.193-198)

### **Project Image and Site Map**

**1227 Walnut Street**



**1425 Main Street****209 Woodward Street****Proposed Incentive**

Incentive Terms	15-year, net 52%
Incentive Application Process	Commercial CRA – Streetcar VTICA
“But For” (0-3 points)	Without Abatement the project has a very low rate of return With Abatement: The rate of return increases making the project feasible (stabilized) Project would not proceed without an abatement.

	(Commercial CRAs in streetcar areas are not subject to the point system under the Commercial CRA policy)
Environmental Building Certification (0-5 points)	Not LEED certified
VTICA (0-8 points)	Streetcar VTICA – 15%
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	N/A

### **Potential Taxes Forgone & Public Benefit**

<b>Taxes Forgone</b>	<b>Value</b>
Annual Net Incentive to Developer	\$1,823,544
Total Term Incentive to Developer	\$54,706,326
City's Portion of Property Taxes Forgone (Term)	\$17,432,760-
City's TIF District Revenue Forgone (Term)	\$729,794

<b>Public Benefit</b>		<b>Value</b>
CPS PILOT	Annual	\$1,157,249
	Total Term	\$34,717,476
VTICA	Annual	\$526,022
	Total Term	\$15,780,671
Income Tax Total Term (Maximum)		\$3,017,840
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		\$53,515,987

<b>Total Public Benefit ROI*</b>	\$0.98
<b>City's ROI**</b>	\$0.17

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

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

### **For Reference: 2025 Cincinnati MSA Area Median Income Limits**

<b>AMI</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>30%</b>	<b>\$23,500</b>	<b>\$26,850</b>	<b>\$30,200</b>	<b>\$33,550</b>	<b>\$37,650</b>	<b>\$43,150</b>	<b>\$48,650</b>	<b>\$54,150</b>
<b>50%</b>	<b>\$39,150</b>	<b>\$44,750</b>	<b>\$50,350</b>	<b>\$55,900</b>	<b>\$60,400</b>	<b>\$64,850</b>	<b>\$69,350</b>	<b>\$73,800</b>
<b>60%</b>	<b>\$46,980</b>	<b>\$53,700</b>	<b>\$60,420</b>	<b>\$67,080</b>	<b>\$72,480</b>	<b>\$77,820</b>	<b>\$83,220</b>	<b>\$88,560</b>
<b>80%</b>	<b>\$62,650</b>	<b>\$71,600</b>	<b>\$80,550</b>	<b>\$89,450</b>	<b>\$96,650</b>	<b>\$103,800</b>	<b>\$110,950</b>	<b>\$118,100</b>

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## **EMERGENCY**

**EVK**

**- 2025**

**APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 209 Limited, a subsidiary of Urban Sites, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of three existing buildings into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

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

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

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

WHEREAS, 209 Limited (the “Company”) desires to remodel three existing buildings on real property at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street located within the corporate boundaries of the City of Cincinnati into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain Tax Incentive Agreement effective as of April 28, 2020

(as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the City’s Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$34,657; and

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to fifteen percent of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits the property; and

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with 209 Limited (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of three existing buildings into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

Section 2. That Council authorizes the City Manager:

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

- (iii) to take all necessary and proper actions to fulfill the City's obligations under the Agreement.

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

Passed: \_\_\_\_\_, 2025

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

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

### Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 209 LIMITED, an Ohio limited liability company (the "Company").

#### Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed the remodeling of buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, and has remitted with the Application the City application fee of \$1,250 made payable to the City.



- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2025, passed by Cincinnati City Council on \_\_\_\_\_, 2025.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in

promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing buildings on the Property to create, in aggregate, approximately 16,498 square feet of residential space, consisting of 17 residential units, and approximately 2,680 square feet of commercial space, consisting of 2 commercial units (the "Improvements") at an estimated aggregate cost of \$4,200,000 to commence after the execution of this Agreement and to be completed no later than June 3, 2026; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2027 nor extend beyond the earlier of (i) tax year 2041 or (ii) the end of the 15<sup>th</sup> year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing

Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

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

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

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.

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

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 6 full-time permanent jobs, and (ii) 21 full-time temporary construction jobs, at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end 3 years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$187,200 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$1,782,787 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than 30 days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive

Review Council (the “Annual Review and Report”). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

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

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support the

streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

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

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

To the City:

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

To the Company:

209 Limited LLC  
Attention: Jeremy Fogel  
1209 Sycamore Street  
Cincinnati, Ohio 45202

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

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

the City of Cincinnati” or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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



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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

notice shall include contact information for the Department of Economic Inclusion as provided by the department.

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

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

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

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

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

209 LIMITED,  
an Ohio limited liability company

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

Date: \_\_\_\_\_, 2025

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

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

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

Date: \_\_\_\_\_, 2025

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

Approved as to Form:

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

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

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

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

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

## **Exhibit A to CRA Agreement**

### **LEGAL DESCRIPTION OF PROPERTY**

#### **1425 Main Street**

Situated in the State of Ohio, Hamilton County, City of Cincinnati, to wit:

Designated as Lot No. 28 as per plat made in the partition proceedings between John and James Melindy as per plat recorded in Book No. 199, Page 124 of the court records of Hamilton County, Ohio and re-recorded in Case No. 84951, Hamilton County Common Pleas Court in Book 76, Page 168 of the same records said Lot No. 28 being 28 ¼ feet in front on the west side of Main Street, by 105 feet deep lying 28 ¼ feet south of Melindy Street in Cincinnati, Hamilton County, Ohio. Being part of Out Lot 29.

Parcel No. 80-1-175

#### **209 Woodward**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, Described as follows, to wit:

Beginning on the south side of Franklin Street (now Woodward Street) one hundred (100) feet east of Main Street and in the east line of Long Alley; thence running south on said alley line one hundred (100) feet to Niles Alley; thence east on the north line of Niles Alley twenty-eight (28) feet; thence north one hundred (100) feet parallel to Long Alley to the south line of Franklin Street (now Woodward Street); thence west on said street twenty-eight (28) feet to the point of beginning.

Parcel No. 75-4-147

#### **1227 Walnut**

Situate in Benham's Subdivision, in the City of Cincinnati, Hamilton County, Ohio, vis:

That certain house and lot, being part of Lot Numbered 117 in said Subdivision, commencing on the west side of Walnut Street, at the northeast corner of said lot; thence southwardly on Walnut Street eighteen (18) feet; thence running back westwardly the same width in rear as in front, one hundred (100) feet.

Parcel No. 80-2-79

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

**APPLICATION FOR COMMERCIAL TAX ABATEMENT**

**CITY OF CINCINNATI COMMUNITY REINVESTMENT AREA**

**COMMERCIAL, INDUSTRIAL, MIXED-USE, MULTI-UNIT (5+ UNITS)**

*Note: After review and recommendation by the Department of Community & Economic Development, all applications must be reviewed and approved by the City of Cincinnati Council before commencing construction. Any projects that start construction before City Council approval will be **INELIGIBLE** for a Commercial CRA Tax Abatement.*

**SECTION I – Applicant/Project Information**

**Applicant Information:**

Legal Name of Property Owner Applying for Abatement: 209 Limited, LLC

Form of business enterprise LLC (corporation, partnership, proprietorship, LLC, non-profit, or other)

Is the Applicant affiliated with a larger developer or development entity? ☒ Yes / No. If Yes, please provide the name of this developer or development entity: Urban Sites

Legal Address of real property owner: 1209 Sycamore Street

Federal Tax ID #(s): 31-1520663

Applicant Contact Person: Jeremy Fogel Title: Senior Real Estate Analyst

Phone: (513) 444-5971 Main Contact email address: jeremy@urbansites.com

Address of subject property See exhibit A Zip: 45202

Hamilton County Auditor Parcel ID#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (attach a page listing all parcels and addresses if more than one parcel) See Exhibit A

City of Cincinnati Neighborhood: Over-the-Rhine

Is any other financial assistance being requested from the City of Cincinnati for this project? Yes ☐ No ☒

If yes, please indicate the Development Analyst with whom you are working: NA

<b>Space/Units to be constructed/renovated:</b>	
Construction Type: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation What percentage of the existing structure is currently occupied: <u>61.3</u> %	
Total sqft/units to be constructed/renovated:	
Commercial: <u>2,680</u> (sqft)    Office: <u>0</u> (sqft)    Industrial: <u>0</u> (sqft)	
Residential: <u>16,498</u> (sqft)    Residential: <u>17</u> (# of units)	
<b>Project Type:</b> <input type="checkbox"/> Commercial (Retail, Office etc) <input type="checkbox"/> Industrial <input type="checkbox"/> Multi-Unit Residential (5 or more units) <input checked="" type="checkbox"/> Mixed-Use (Residential & Commercial) Describe the break down in use in SF below:  Residential:                      - Commercial - 17 units                              - 2 units - 16,498 square feet              - 2,680 square feet	<b>Please indicate if the project intends to meet Leadership in Energy and Environmental Design (LEED) levels as defined by the U.S. Green Building Council (<a href="http://www.usgbc.org">www.usgbc.org</a>).</b>  <input checked="" type="checkbox"/> Project is <u>not</u> LEED-certified <input type="checkbox"/> LEED Silver <input type="checkbox"/> LEED Gold <input type="checkbox"/> LEED Platinum  <b>Please indicate if the project will be qualified under the Living Building Challenge program (<a href="http://living-future.org/lbc">http://living-future.org/lbc</a>):</b>  <input checked="" type="checkbox"/> Project is <u>not</u> LBC qualified <input type="checkbox"/> LBC Full <input type="checkbox"/> LBC Net Zero <input type="checkbox"/> LBC Petal (requires "Energy Petal")
<b>If approved for an abatement, does the Applicant intend to enter into a Voluntary Tax Incentive Contribution Agreement (VTICA)?</b>  <input checked="" type="radio"/> Yes <u>15</u> % <input type="radio"/> No  <small>(A VTICA is an agreement with a third-party non-profit designated by the City in which the Applicant would contribute a portion of the abated taxes to support neighborhood-based projects and services as well as City-wide affordable housing initiatives [note that VTICAs in the vicinity of the Streetcar are used to support streetcar operations]. As indicated the applicable City legislation &amp; policies as this is a significant factor in determining the terms of the abatement.)</small>	

<b>General Project Information:</b>
Project Name (of Applicable): <u>209 Limited Renovation</u>
Description of the project: The 209 Limited renovation is a scattered site project focused on revitalizing three buildings in the Over-the-Rhine neighborhood of Cincinnati. This includes both structural repairs to the assets as well as common and in-unit improvements. <hr/> <hr/> <hr/>

{00165030-1}  
City of Cincinnati -- Revised 6/22

Pg. 2

Please provide a brief description of the applicant's development experience:

Urban Sites has been preserving and revitalizing Cincinnati and its local areas through real estate development, construction, and property management for over 30 years.

---

Please state why this project deserves a tax exemption from the City of Cincinnati and what benefits the project will bring to the neighborhood where it is located:

The assistance provided by the CRA tax abatement will allow units to be priced at attainable rates and will contribute to the mixed-income area.

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If Commercial or Industrial, state the nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site:

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Please detail the project's planned community engagement (link for community council boundaries):

There is no planned community engagement.

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## SECTION II – Job Creation/Retention

**Job Creation and Retention:**

The Company will agree to use its best efforts to retain and/or create at least the following estimated number of employee positions at the Property in connection with the Project, in accordance with the specified schedule, and to maintain the minimum employment levels throughout the period of the incentive. The Job numbers below are to be listed in Full Time Equivalent (FTE) positions. FTEs are calculated by the number of total hours worked divided by the maximum number of compensable hours for a full-time work schedule (40hrs/week).

**Existing positions at the site of the company to be retained:**

Full-Time Equivalent 2 employees; total annual payroll \$ 80,000

**Will the project involve relocation of positions from another company location in the State of Ohio to the City of Cincinnati?** Yes ☐ No ☒

**Existing positions at other company locations in Ohio to be relocated:**

Address of Other Location(s): N/A

Full-Time Equivalent 0 employees; total annual payroll \$ 0

Address of Other Location(s): N/A

Full-Time Equivalent 0 employees; total annual payroll \$ 0

\*Please attach additional sheets if other locations exceed spaces provided above.



Will the project involve relocation of positions from another company location outside of the State of Ohio to the City of Cincinnati? No

**Existing positions at other company locations outside of the State of Ohio:**

Address of Other Location: N/A

Full-Time Equivalent 0 employees; total annual payroll \$ 0

Address of Other Location: N/A

Full-Time Equivalent 0 employees; total annual payroll \$ 0

Address of Other Location: N/A

Full-Time Equivalent 0 employees; total annual payroll \$ 0

\*Please attach additional sheets if other locations exceed spaces provided above.

Estimate the number of **new employees** the property owner will cause to be created at the facility that comprises the project site within three years. Job creation projection must be itemized by the name of the employer (add an additional page if more than one employer). FTEs are calculated by the number of total hours worked divided by the maximum number of compensable hours for a full-time work schedule (40hrs/week):

Full-Time Equivalent 6 employees (Total); total annual payroll \$ 187,200

During the first twelve months of the agreement: 2 positions

During the second twelve months of the agreement: 2 additional positions

During the third twelve months of the agreement: 2 additional positions

Temporary Construction 21 jobs; total annual payroll \$ 1,782,787

Length of Construction Period: 11 months

In addition to the Full Time Equivalent positions listed above, are there any part time jobs and associated payroll? If so, please provide, as well as a description of the positions:

N/A

Please provide a brief description of the Job Creation that is associated with this Project (types of jobs; e.g. fabrication, warehousing, sales, operations, management, technical, retail, etc.):

No understanding of future commercial space users at this time but based on current space use / build out, it is expected that these spaces will be retail, office, or service tenants.

Note to Applicant: Ohio Revised Code Section 3735.673 requires the City formally to notify each county or corporation from which the company intends to relocate, and the Ohio Development, prior to approval of a tax exemption agreement. This notification must be sent prior to consideration of the exemption by Cincinnati City Council.

### SECTION III – Project Investment

**Real Estate Investment:**

Indicate the estimated cost of the construction or remodeling: \$ 4.2 MM

Estimated total cost of the project (including soft costs & acquisition): \$ 4.78 MM

Estimated Project start date: 7/1/2025

Estimated Project completion date: 6/3/2026

Current Auditor's value of property (aggregate value of all parcels involved): \$ 1,796,060

Estimated post-construction value of property: \$ 2,305,112.02 @ a 7.5% cap rate

(Please provide appraisal or other method for determining post-construction value of the property)

**Other Investment**

Investment in Machinery &amp; Equipment (M&amp;E) at the Property: \$ 0

Investment in Furniture, Fixtures, and Equipment (FF&amp;E) at the Property: \$ 0

Other Investment: \$ 0

Description of Other Investment: N/A

**SECTION IV – Applicant Certifications**

Does the property owner owe:

1. Any delinquent taxes to the State of Ohio, the City of Cincinnati or another political subdivision of the State? ☐ YES ☒ NO
2. Any moneys to the State of a state agency for the administration or enforcement of any environmental laws of the State? ☐ YES ☒ NO
3. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? ☐ YES ☒ NO

*If the applicant responds yes to any of the three above questions, please provide details of each instance including but not limited to the location, amounts, and/or case identification numbers (please submit additional sheets for response).*

The Applicant authorizes the City and/or the Ohio Department of Development to inspect the personal financial statements of the Applicant, including but not limited to tax records and other similar information not ordinarily open to public inspection; and authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and/or the Ohio Department of Development in connection with the above statements.

Note: The above statements as to taxes and other obligations, and authorization to inspect, are required by Ohio Revised Code Section 9.66 (C) (1). As provided by statute, a knowingly false statement under this paragraph may be prosecuted as a first degree misdemeanor under Ohio Revised Code 2921.13 (D) and may render the Applicant ineligible for any future economic development assistance from the state or any political subdivision.

Please initial that you have read the above. X JP**Project Completion:**

Once the project is complete, the Applicant is required to submit a CRA Completion Application Form along with required documentation noted therein. It is the Applicant's responsibility to submit this completed form to the City of Cincinnati to ensure the tax abatement will be initiated by the Hamilton County Auditor.

Please initial that you have read the above statement and understand that the abatement will not be considered by the Hamilton County Auditor's Office until the CRA Completion Application Form is complete and submitted.

X JP

**Additional Certifications by Applicant:**

- o The Applicant acknowledges that the property is **Not Eligible** for tax exemption if construction activities are commenced prior to the execution of a Community Reinvestment Area Tax Exemption Agreement between the Applicant and the City. No agreement may be executed by the City without prior approval by Cincinnati City Council.
- o The Applicant acknowledges that a Payment In Lieu of Taxes (PILOT) agreement in the amount of 33% of the annual value of the exemption with Cincinnati Board of Education will be required. The form of this PILOT agreement is available upon request.
- o The Applicant acknowledges that if one of the City's considerations for granting a tax exemption is the applicant's representation that it will enter into a VTICA, then the failure by the Applicant to do so is considered grounds for the City of Cincinnati to terminate the tax exemption granted to the Applicant.
- o The Applicant acknowledges that all tax exemptions must submit an Annual Report on or before March 31 of each year. This report must be submitted for each year of the tax exemption agreement including during the construction period.
- o The Applicant acknowledges that all tax exemptions will be subject to an annual monitoring fee of 1% of the annual taxes exempted under the agreement or \$500, whichever is greater; no City annual fee will be greater than \$2,500 per year. This annual monitoring fee must be submitted with each Annual Report.
- o The Applicant acknowledges that to be eligible for tax exemption by the City of Cincinnati, the subject property must be located within the City of Cincinnati.
- o The Applicant acknowledges that exemption values are determined by the Hamilton County Auditor's Office.
- o The Applicant acknowledges that the City of Cincinnati may revoke the tax exemption any time after the first year if the property has building code violations or is delinquent on the property taxes.
- o The Applicant acknowledges that the City of Cincinnati Council may rescind or alter the Ordinance granting tax exemptions.
- o The Applicant agrees to supply additional information upon request.

Please initial that you have read the above. X JF

**Prior Agreement.** Applicant represents and warrants that neither Applicant, nor any "predecessor" or "related member" is a party to another agreement granting tax exemption relating to a structure in this state at which the Applicant (or the predecessor or related member) has discontinued or intends to discontinue operations prior to the expiration of the term of that agreement. (Note: This information is required by Ohio Revised Code 3735.671 (E). As used herein "predecessor" means a person or entity that has transferred assets or equity to Applicant, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the Ohio Tax Commissioner; and "related member" has the same meaning as defined in Ohio Revised Code 5733.042 without regard to division (B) of that section.)

Please initial that you have read the above. X JF

I declare under the penalties of falsification that this application, including all enclosed documents and statements, has been examined by me, and to the best of my knowledge and belief is true, correct, and complete.

Jeremy Fogel  
Signature of Applicant

04/23/25  
Date

Jeremy Fogel  
Printed Name

Senior Real Estate Analyst  
Title (if signed as officer)

*Please complete this application in its entirety and submit to the Department of Community & Economic Development along with required supporting documentation. Please make and retain a copy of this application for your records. Please allow 4 weeks for the Department of Community & Economic Development to review and follow-up on this application.*

**Send Completed Application to:**

City of Cincinnati  
Department of Community & Economic Development  
805 Central Avenue, Suite 710  
Cincinnati, Ohio 45202  
Attention: Commercial Tax Abatement Application

**Processing Timeline**

Upon receipt of a completed application, city staff will work diligently to process the request and respond to the applicant in a timely manner. For estimating purposes, below is a timeline that the applicant should use from the date of the completed application to estimate the date that the applicant will be able to commence construction if the assistance request is approved. Note that most applicants do not initially submit a complete application and for most applicants some back and forth will be required with city staff to ensure the application is complete before the internal city review process can begin.

Internal City Review & Offer Letter	Four weeks
Contract Drafting & Legislative Approval	Twelve weeks
Contract Signature & Pre-construction Process	Two weeks
<b>Estimated Timeline</b>	<b>Eighteen weeks</b>

Note that the applicant cannot commence construction prior to having a signed agreement from the city or the requested assistance may not be provided by the city.

# STREETCAR VTICA AREA



{00165030-1}  
City of Cincinnati -- Revised 6/22

Fig. 8

### Required Application Attachments

<p>Please provide the following required items as a corresponding attachment. <i>If you believe a particular item is not applicable to your project, please address the item by including an explanation of why you believe it is not applicable.</i> Please ensure that all sections of the application are complete and that <b>ALL REQUIRED ATTACHMENTS LISTED BELOW ARE SUBMITTED/ ADDRESSED WITH YOUR APPLICATION.</b> Please check all items that are included. If an item is left unaddressed by the Applicant, the reviewing department <u>cannot</u> complete its review of the application.</p>		
Attachment Number	Attached Y/N	Attachment Description
#1	<input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Public Purpose:</b> List the major reasons why City Assistance is necessary. Discuss the project gap, why other sources are not available to fill that gap (including debt and owner equity) and how City assistance will allow the gap to be filled. For property sale requests explain why a non-competitive sale is being requested and the public benefits that will be realized.
#2	<input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Development Team:</b> A) Corporate Resolution, Articles of Incorporation, and an Operating/Partnership Agreement for entity applying for assistance showing who is authorized to sign for the organization B) Certificate of Good Standing from the Ohio Secretary of State for all Organizations that will be involved in the project C) Resumes of owners and/or key managers or partners. In the case of Real Estate development, provide information for the entire development team (developer, architect, contractor, leasing/sales agent, LEED certifications, etc.) D) Names, addresses, photos and a brief description of recent projects completed by the development team of similar type and size to that proposed in this application.
#3	<input checked="" type="radio"/> Yes <input type="radio"/> No	Current Financial Statement or other acceptable third party verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment.
#4	<input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Financial Information:</b> A) Real Estate Projects: Provide spreadsheet of 10 year cash flow projection and list all project assumptions (rent rates, revenue & expense growth, etc). Provide budget that details total project investment (reference Section III of application). These documents may be requested in Excel format.

		2) Current business financial statement (less than 90 days old); 3) Business financial projections for three fiscal years (privately held companies only); 4) Business financial information for the last three fiscal years on affiliate businesses when appropriate.
#5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Sources of Funds:</u> For all sources included in the sources and uses provided in #4 above, please attach documentation: A) Conditional bank commitment and/or term sheet B) List of any additional grant requests pending or committed C) Tax credits allocated or being applied for D) Financing Projections E) Other
#6	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Cost Verifications:</u> Cost verifications and/or third party cost estimates. If third-party estimates are not available, explain your methodology for arriving at your project budget. Please include: A) Purchase agreements for any acquisitions B) Contractor Estimates or bids for new construction and/or rehabilitation C) Architectural Contract D) Other
#7	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Environmental Site Assessments:</u> Summary Review / Statement of Phase I & Phase II ESA results
#8	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Market Information:</u> A) Summary of appraisal, market study, Real Estate comps and industry information with sources. B) Include a copy of any third-party or in-house market analysis completed for the preparation of financial projection assumptions (sales or lease prices, absorption and capture rates, vacancy rates, expense escalators, etc.).
#9	<input checked="" type="radio"/> Yes <input type="radio"/> No	Copy of proposed construction plans/renderings etc.
#10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Proposed Project Timeline:</u> Anticipated milestones – Please provide in Gantt format if available.
#11	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Legal Description of the Property Involved:</u> This may include a survey as well as a written legal.
#12	<input type="radio"/> Yes <input checked="" type="radio"/> No	If this project is seeking LEED or Living Building Challenge (Full, Net Zero, or Petal [must include "Energy Petal"]) Certification, provide confirmation of registration
#13	<input checked="" type="radio"/> Yes <input type="radio"/> No	<u>Application Fee</u> (\$1,250 made payable to City of Cincinnati)

#14	<input type="radio"/> Yes <input checked="" type="radio"/> No	<u>City Business Disclosure Form</u>
#15	<input type="radio"/> Yes <input checked="" type="radio"/> No	<u>SBE Utilization Plan</u>
#16	<input type="radio"/> Yes <input checked="" type="radio"/> No	<u>Balanced Development Application</u>

Please provide forms 14 - 16 if necessary to complete



September 22, 2025

**TO:** Mayor and Members of Council  
**FROM:** Rachel Hastings, Chair, Downtown Cincinnati Improvement District Assessment Equalization Board  
**SUBJECT:** The Board's Recommendations Regarding Objections

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On June 2, 2025, City Council adopted Resolution No. 51-2025 ("Resolution") and declared the necessity of assessing properties in the Downtown Cincinnati Improvement District ("DCID") to implement the 2026-2029 services plan for the district.

On September 10, 2025, City Council adopted Ordinance 288-2025 ("Ordinance") to establish the Downtown Cincinnati Improvement District Assessment Equalization Board ("Board"), and it authorized the Board to hear and determine written objections submitted by property owners concerning the estimated assessment against their property, or the amount or apportionment of the estimated assessment against their property, as required by R.C. 727.16.

Pursuant to the Ordinance, and following due and proper notice, the Board conducted a hearing on Monday, September 22, 2025 to hear and determine all objections received in connection with the proposed assessment of property within the DCID. All members of the Board were duly sworn to honestly and impartially discharge their duties. The Board then appointed Rachel Hastings to serve as chair of the Board.

The Board heard objections from all persons who submitted written communications indicating their opposition to the assessment of property within the DCID. The persons who filed objections and appeared before the Board were Roger and Vikki Nutter, whose property address and assessment information is as follows:

Owner Legal Name	Parcel	Full Address	Front Footage	2026	2027	2028	2029
NUTTER VIKKI & ROGER	770001009700	115 W NINTH ST	182.1061	\$1,315.49	\$1,354.96	\$1,395.52	\$1,437.54

The Board heard testimony from Mr. And Mrs. Nutter as to the condition and concerns with their neighborhood and property. Although the objection were outside the scope of the Board's jurisdiction, the Board heard each person's comments and addressed them to the best of its ability. The Board then determined whether to recommend a change or no change to each

objecting property owner's estimated assessment in the order each person appeared on the agenda.

The Board has therefore reviewed and decided all objections properly before it, and it unanimously recommends that the Council make no changes to the assessments.

Finally, the Board considered whether further equalization of the estimated assessment is necessary to conform to the standards prescribed in the Resolution, and the Board recommends no further equalization of the proposed assessment.

This report is submitted for the Council's approval pursuant to R.C. 727.17.

September 29, 2025

**To:** Members of the Budget & Finance Committee  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – Approving Assessment DCID - Equalization Board Included**

202501800

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Attached is an Emergency Ordinance captioned:

**APPROVING** the report of the Over-the-Rhine South Special Improvement District Assessment Equalization Board dated September 22, 2025.

The Downtown Cincinnati Improvement District assessment must be enacted by City Council to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

Two objections were filed to the special assessment. Council established the Downtown Cincinnati Improvement District Assessment Equalization Board to hear the objections of the property owners. The Board reviewed and decided all objections before it and has submitted its report to Council containing recommendations for addressing those objections.

This ordinance is needed to establish the special assessment to provide resources to implement the 2026-2029 services plan for the district.

The Administration recommends the adoption of this emergency ordinance.

cc: William “Billy” Weber, Assistant City Manager

## **EMERGENCY**

**JRS**

**- 2025**

**APPROVING** the report of the Over-the-Rhine South Special Improvement District Assessment Equalization Board dated September 22, 2025.

WHEREAS, Resolution No. 51-2025 (“Resolution”), adopted by City Council on June 2, 2025, pursuant to Ohio Revised Code Section 727.12, declared the necessity of assessing properties in the Downtown Cincinnati Improvement District (“DCID”) to implement the 2026-2029 services plan for the district (“Services Plan”); and

WHEREAS, pursuant to Ohio Revised Code Section 727.13, the owners of property located in the DCID were served with timely notice of the passage of the Resolution and were informed that the estimated assessments necessary for implementing the Services Plan were on file with the Clerk and available for public inspection; and

WHEREAS, pursuant to Ohio Revised Code Section 727.15, certain property owners submitted written objections concerning the assessment of properties within the DCID; and

WHEREAS, pursuant to Ohio Revised Code Section 727.16, Council established the Downtown Cincinnati Improvement District Assessment Equalization Board (“Board”) by Ordinance 288-2025, adopted on September 10, 2025, and authorized it to hear and determine the objections by the property owners; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Board has reviewed and decided all objections properly before it, and the Board has submitted a report to Council, dated September 22, 2025, containing its recommendations for addressing those objections; and

WHEREAS, Council wishes to approve the Board’s report dated September 22, 2025; now, therefore,

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

Section 1. That the Council hereby approves and adopts the report of the Downtown Cincinnati Improvement District Assessment Equalization Board (“Board”) dated September 22, 2025, which recommends no changes to the special assessments, and which report has been filed with the Clerk of Council and is available for public inspection.

Section 2. That the Clerk is hereby authorized to take all necessary and proper actions to modify the estimated assessments for properties in the Downtown Cincinnati Special Improvement District, which assessments are on file with the Clerk in accordance with Resolution No. 51-2025, in order to reflect the recommendations by the Board in its report.

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 make all necessary changes to the estimated assessments as recommended by the Board, if any, so that the Council may timely determine whether to proceed with the assessment of properties in the Downtown Cincinnati Special Improvement District.

Passed: \_\_\_\_\_, 2025

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

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

September 29, 2025

**To:** Members of the Budget & Finance Committee  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – Approving Assessment DCID - Equalization Board Included**

202501799

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Attached is an Emergency Ordinance captioned:

**DETERMINING** to proceed with the assessment of properties in the Downtown Cincinnati Improvement District to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

The Downtown Cincinnati Improvement District assessment must be enacted by City Council to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

Two objections were filed to the special assessment. Council established the Downtown Cincinnati Improvement District Assessment Equalization Board to hear the objections of the property owners. The Board reviewed and decided all objections before it and has submitted its report to Council containing recommendations for addressing those objections.

This ordinance is needed to establish the special assessment to provide resources to implement the 2026-2029 services plan for the district.

The Administration recommends the adoption of this emergency ordinance.

cc: William “Billy” Weber, Assistant City Manager

## **EMERGENCY**

**JRS**

**- 2025**

**DETERMINING** to proceed with the assessment of properties in the Downtown Cincinnati Improvement District to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

WHEREAS, Resolution No. 51-2025 (“Resolution”), adopted by City Council on June 2, 2025, pursuant to Ohio Revised Code Section 727.12, declared the necessity of assessing properties in the Downtown Cincinnati Improvement District (“DCID”) to implement the 2026-2029 services plan for the district (“Services Plan”); and

WHEREAS, the estimated assessments necessary for implementing the Services Plan have been on file with the Clerk of Council and have been available for public inspection since the adoption of the Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 727.13, the owners of real property located in the DCID have been served with notice of the passage of the Resolution, via certified mail and publication, no less than fourteen days prior to the adoption of this ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 727.15, certain property owners submitted written objections concerning the assessment of properties within the DCID; and

WHEREAS, pursuant to Ohio Revised Code Section 727.16, Council established the Downtown Cincinnati Improvement District Assessment Equalization Board (“Board”) by Ordinance 288-2025, adopted on September 10, 2025, and authorized it to hear and determine the objections by the property owners; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Board reviewed and decided all objections properly before it, and the Board submitted its report to Council containing its recommendations for addressing those objections; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Council approved the Board’s report by passage of Ordinance No. \_\_\_\_-2025; and

WHEREAS, the Council hereby determines to proceed with the assessment to pay for the costs of the Services Plan; now, therefore,

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

Section 1. That, pursuant to Ohio Revised Code Section 727.23, the City Council hereby determines to proceed with the assessment of properties in the Downtown Cincinnati

Improvement District to implement the 2026-2029 services plan for the district (“Services Plan”) in accordance with the provisions of Resolution No. 51-2025 (“Resolution”).

Section 2. That City Council hereby adopts the estimated assessments on file with the Clerk of Council in accordance with the Resolution, which assessments have been finally calculated and apportioned following the Council’s approval of the report of the Downtown Cincinnati Improvement District Assessment Equalization Board dated September 22, 2025.

Section 3. That the City has not received claims for damages pursuant to Ohio Revised Code Section 727.18.

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 begin the process for establishing the assessments necessary to timely implement the Services Plan.

Passed: \_\_\_\_\_, 2025

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

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



September 29, 2025

**To:** Members of the Budget & Finance Committee  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – Levying Assessment DCID – Equalization Board Included**

202501798

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Attached is an Emergency Ordinance captioned:

**TO LEVY** special assessments to pay for the costs of implementing the 2026-2029 services plan for the Downtown Cincinnati Improvement District in accordance with Section 727.25 and Chapter 1710 of the Ohio Revised Code.

The Downtown Cincinnati Improvement District assessment must be enacted by City Council to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

Two objections were filed to the special assessment. Council established the Downtown Cincinnati Improvement District Assessment Equalization Board to hear the objections of the property owners. The Board reviewed and decided all objections before it and has submitted its report to Council containing recommendations for addressing those objections.

This ordinance is needed to levy the special assessment to provide resources to implement the 2026-2029 services plan for the district.

The Administration recommends the adoption of this emergency ordinance.

cc: William “Billy” Weber, Assistant City Manager

## **EMERGENCY**

**JRS**

**- 2025**

**TO LEVY** special assessments to pay for the costs of implementing the 2026-2029 services plan for the Downtown Cincinnati Improvement District in accordance with Section 727.25 and Chapter 1710 of the Ohio Revised Code.

WHEREAS, Resolution No. 51-2025 (“Resolution”), adopted by City Council on June 2, 2025, pursuant to Ohio Revised Code Section 727.12, declared the necessity of assessing properties in the Downtown Cincinnati Improvement District (“DCID”) to implement the 2026-2029 services plan for the district (“Services Plan”); and

WHEREAS, the estimated assessments necessary for implementing the Services Plan have been on file with the Clerk of Council and have been available for public inspection since the adoption of the Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 727.13, the owners of real property located in the DCID have been served with notice of the passage of the Resolution, via certified mail and publication, no less than fourteen days prior to the adoption of this ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 727.15, certain property owners submitted written objections concerning the assessment of properties within the DCID; and

WHEREAS, pursuant to Ohio Revised Code Section 727.16, Council established the Downtown Cincinnati Improvement District Assessment Equalization Board (“Board”) by Ordinance 288-2025, adopted on September 10, 2025, and authorized it to hear and determine the objections by the property owners; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Board reviewed and decided all objections properly before it, and the Board submitted its report to Council containing its recommendations for addressing those objections; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Council approved the Board’s report by Ordinance No. \_\_\_\_-2025; and

WHEREAS, pursuant to Ohio Revised Code Section 727.23, by its adoption of Ordinance No. \_\_\_\_-2025, City Council has determined to proceed with the assessment to pay for the costs of the Services Plan; and

WHEREAS, the actual costs for implementation of the Services Plan have been ascertained and the apportionment of those costs among the properties located in the DCID substantially equal the estimated assessment amounts on file with the Clerk; and

WHEREAS, the Council hereby determines to levy the assessments to pay for the costs of the Services Plan; now, therefore,

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

Section 1. That that the Council hereby assesses all property located in the Downtown Cincinnati Improvement District (“DCID”) and not excluded by law for a period of four years beginning on January 1, 2026, to pay for the costs of implementing the 2026-2029 Services Plan (“Services Plan”) for the DCID.

Section 2. That the assessments shall be calculated and apportioned by using a combination of (i) the percentage of an assessed property’s front footage relative to the front footage of all assessed properties in the district (which, for purposes of the assessment shall include all property that abuts upon a street, alley, public road, place boulevard, parkway, park entrance, easement, or public improvement), which shall consist of 25 percent of the assessment, and (ii) the percentage of an assessed property’s tax value relative to the tax value of all assessed properties in the district, which shall consist of 75 percent of the assessment.

Section 3. That the Council hereby approves and adopts the actual amounts of the assessments and their apportionment as set forth on Attachment A, attached hereto and incorporated herein by reference.

Section 4. That the Clerk of Council or other appropriate City officials are hereby authorized to take all necessary and proper actions to certify the assessments to the Hamilton County Auditor to be placed on the tax duplicate for collection at the time and in the same manner as property taxes are collected. Upon certification, the assessment shall be paid in eight semi-annual installments, at the same time and in the same manner as real property taxes, commencing with the taxes that are due and payable in January 2026.

Section 5. That the City of Cincinnati shall not issue any notes or bonds in anticipation of the collection of the assessments.

Section 6. That, pursuant to Ohio Revised Code Section 727.26, the Clerk of Council is hereby directed to cause notice to be published once in a newspaper of general circulation within the City of Cincinnati, which notice shall state that the assessments have been made, that they are on file with the Clerk of Council, and that they are available for public inspection and examination by persons interested therein.

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 to levy the assessments necessary to timely implement the Services Plan.

Passed \_\_\_\_\_, 2025

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

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

**ATTACHMENT A**



## URBAN FORESTRY DATA

[illegible]



[illegible]



88







90



91



















96



[illegible]



98



[illegible]



100



101







103







105









**September 29, 2025**

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

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

202501793

**Subject: Emergency Ordinance – Mecklenburg Gardens Acquisition – Corryville CDC**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Funding Agreement with Corryville Community Development Corporation to facilitate acquisition of real property located in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources for the acquisition of real property; **AUTHORIZING** the transfer and appropriation of \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the acquisition of real property in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

## **STATEMENT**

By investing in property acquisition, the City can assist CDC’s with site control and support the investment of redevelopment of a blighted site in the Corryville neighborhood and east of University of Cincinnati campus.

## **BACKGROUND/CURRENT CONDITIONS**

Corryville Community Development Corporation (the “Developer”) intends to acquire the real property at 302 and 306 University Avenue, 303 Donahue Street, and 2916 Highland Avenue (the “Property”), in the Corryville Neighborhood. The site has been

mostly vacant for several years and needs immediate stabilization to preserve the building structures prior to any foreseeable capital investment.

Following the Developer's acquisition of the Property, the Developer intends to stabilize the property by replacing the roofing panels, installing a new electric system, mitigating water intrusion, and updating the existing plumbing system. The completion of stabilization will allow the Developer to market the property for a new end-user which may include a combination of residential tenants, office tenants, a restaurant tenant, and other commercial tenants.

The Corryville Community Council has written a letter in support of this assistance request. The City also hosted a Community Engagement Meeting to seek feedback on the assistance request the results of which can be found here: [Proposed Use of TIF Funds for Mecklenburg Gardens Acquisition in Corryville - City Planning](#)

### **DEVELOPER INFORMATION**

The Corryville Community Development Corporation is a local nonprofit organization that was founded in 1995. The organization collaborates with the Corryville Community Council, Short Vine Association, and University of Cincinnati for the overall development and enhancement of the Corryville neighborhood. In their 29-years of operation, the Developer helped construct over 140,000 square feet of research space and opened four retail spaces at One Stetson Square, completed 53 condos, operated 205 apartment units at the Village at Stetson Square, and spearheaded the renovation of the Turner Center. The Developer continues to advocate and implement development for quality housing, commercial activity, and safety for pedestrians in the Corryville neighborhood.

### **PROPOSED INCENTIVE**

The Administration is recommending \$1,350,903 to fund Developer for TIF District eligible costs related to the property acquisition. The ordinance also provides \$120,000 for City personnel related costs for administration and oversight of this project.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

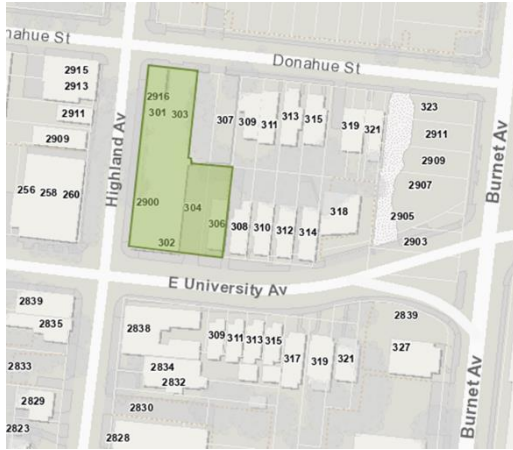
Attachment: Project Outline and Proposed Incentive

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

**Project Outline**

Project Name	Mecklenburg Gardens Acquisition – Corryville CDC
Street Address	302 and 306 University Avenue, 303 Donahue Street, and 2916 Highland Avenue, Cincinnati, OH 45219
Neighborhood	Corryville
Property Condition	Vacant (13% occupancy) Developer will assume all tenant leases under the purchase contract. The tenant, a local yoga studio, will remain in their space for the duration of their existing lease.
Project Type	Property Acquisition
Project Cost	Hard Construction Costs: \$200,000 Acquisition Costs: \$1,120,000 Soft Costs: \$30,903 Developer Fee: \$120,000 Total Project Cost: \$1,550,903
Private Investment	Developer Equity: \$0
Sq. Footage by Use	9,855 sq ft – Commercial 2,061 sq ft – Residential
Number of Units and Rent Ranges	TBD
Median 1-BD Rent Affordable To	TBD
Jobs and Payroll	Created FTE Positions: 0 Total Payroll for Created FTE Positions: \$0 Average Salary for Created FTE Positions: \$0 Construction FTE Positions: TBD Total Payroll for Construction FTE Positions: TBD
Location and Transit	Located is within a 1/2 mile radius of both the Reading Road and Vine Street BRT line. Walk Score: 82 Transit Score: 59
Community Engagement	Most Recent Presentation Community Council (CC) on May 14, 2025. Community Engagement Meeting held on August 26, 2025. CC has provided letter of support.
Plan Cincinnati Goals	Compete Initiative Area Goal (p. 101-107)

**Project Image and Site Map**



### Proposed Incentive

Property Transaction Types	Direct Funding – District TIF
TIF District Grant	\$1,350,903

## EMERGENCY

TJL

- 2025

**AUTHORIZING** the City Manager to execute a Funding Agreement with Corryville Community Development Corporation to facilitate acquisition of real property located in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources for the acquisition of real property; **AUTHORIZING** the transfer and appropriation of \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the acquisition of real property in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Corryville Community Development Corporation (“Developer”) desires to acquire certain real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue in the Corryville neighborhood of Cincinnati, all as more particularly described in the Funding Agreement attached as Attachment A hereto (the “Property”), and subsequently undertake demolition, remediation, and stabilization of the deteriorating buildings on the Property, all for the eventual marketing and disposal of such property for its ultimate redevelopment (the “Project”); and

WHEREAS, the City’s Department of Community and Economic Development has recommended that the City provide a grant to Developer in an amount of up to \$1,350,903 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 419-2002, passed by Council on December 18, 2002, the City created District 9-Corryville District Incentive District (the “TIF District”) to, in part, fund “Public Infrastructure Improvement[s]” as defined in Ohio Revised Code Section 5709.40(A)(8), that benefit and/or serve the TIF District, including acquisition of real property in aid of industry, commerce, distribution, or research; and

WHEREAS, the Property is located within the boundaries of the TIF District; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures,



equipment and facilities for industry, commerce, distribution, and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement, or equipment of such property, structures, equipment, and facilities; and

WHEREAS, the City believes that the economic benefits of the Project will benefit and/or serve the TIF District; is in the vital and best interests of the City and health, safety, and welfare of its residents; and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, providing resources for acquisition of property by Developer is in accordance with the “Live” goal to “[C]reate a more livable community” as well as the strategy to “[S]upport and stabilize our neighborhoods” as described on page 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Funding Agreement with Corryville Community Development Corporation (“Developer”), in substantially the form attached to this ordinance as Attachment A (the “Agreement”), pursuant to which: (a) Developer will acquire certain real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue in the Corryville neighborhood of Cincinnati, which property is more particularly described in the Agreement (the “Property”), for the eventual marketing and disposal of the Property for its ultimate redevelopment (the “Project”), and (b) the City will make a grant of up to \$1,350,903 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the Director of Finance is hereby authorized to transfer and appropriate \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 to Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources in the form of a grant to finance the Project, as allowable by Ohio law and as further described in the Agreement.

Section 3. That the Director of Finance is hereby authorized to transfer and appropriate \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 to Department of

Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the Project, as allowable by Ohio law.

Section 4. That Council hereby declares that the Project (a) serves a public purpose, and (b) constitutes a “Public Infrastructure Improvement” (as defined in Ohio Revised Code (“R.C.”) Section 5709.40(A)(8)), that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

Section 5. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all closing documents, agreements, amendments, and other instruments pertaining to the Project.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the closing and acquisition of the Property and commencement of the Project as soon as possible, which will result in the stimulation of economic growth in the Corryville neighborhood at the earliest possible date.

Passed: \_\_\_\_\_, 2025

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

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

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

**FUNDING AGREEMENT**

*by and between*

CITY OF CINCINNATI,

*and*

CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION,  
an Ohio nonprofit corporation

Project Name: Mecklenburg Gardens Acquisition  
(grant for the acquisition of real property located at 302 and 306 University Avenue, 303 Donahue Street  
and 2916 Highland Avenue)

Date: \_\_\_\_\_, 2025

**FUNDING AGREEMENT**  
(Mecklenburg Gardens Acquisition)

This FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and **CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, 283 Martin Luther King Dr., Cincinnati, Ohio 45219 (“**Developer**”).

Recitals:

A. Pursuant to a *Real Estate Purchase Agreement* dated March 24, 2025, as amended by that *Amendment to Purchase Agreement* dated April 1, 2025 (as amended, the “**Agreement**”) between Developer and 302 University Ave LLC (“**Seller**”) Developer has obtained the right to purchase the real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue in the Corryville neighborhood of Cincinnati, as depicted and described on Exhibit A (Site Plan & Legal Description) hereof (the “**Property**”).

B. Developer desires to complete certain due diligence and, subject to Developer's satisfaction with its review of any such due diligence materials, thereafter, acquire the Property.

C. Following Developer's acquisition of the Property, Developer desires to stabilize the existing structure on the Property as further described on Exhibit B (Statement of Work and Budget) hereto (the “**Project**”).

D. After completing the stabilization phase of the Project, Developer has agreed to (i) market the Property to a third-party developer or end-user of the Property, (ii) propose a redevelopment plan for the Property, and (iii) cause the redevelopment of the Property in order to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Corryville neighborhood, as further described in Exhibit B (the “**Future Project**”).

E. To facilitate both the Project and the Future Project, and to promote the economic feasibility thereof, the City, upon the recommendation of the City's Department of Community and Economic Development (“**DCED**”), desires to provide financial assistance for the Project, including a cash grant in an amount not to exceed \$1,350,903 (the “**Funds**”), which the City will make available at Closing (as defined below) for the purpose of acquiring the Property, as further described in Exhibit B, subject to the terms and conditions of this Agreement.

F. The City believes that the Project is (i) in the vital and best interests of the City and the health, safety, and welfare of its residents; and (ii) consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.

G. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.

H. Execution of this Agreement on behalf of the City was authorized by Ordinance No. \_\_\_\_-20\_\_, passed by City Council on \_\_\_\_\_, 2025, which appropriated funds for the acquisition of the Property, which the City has determined constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 9-Corryville District Incentive District.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date Developer has satisfied all other obligations to the City under this Agreement, including the Future Project (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. **Project.**

(A) **Due Diligence.** Developer shall complete all due diligence in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.

(B) **Acquisition of Property.** Upon Developer's and the City's approval of the Due Diligence Materials, and subject to the terms and conditions of Section 4 below, Developer shall close on the purchase of the Property from the Seller (the "**Closing**") not later than October 8, 2025. Developer warrants that, at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded encumbrances, if any, that will not impair or impede the completion of the Project or the Future Project, as more particularly described on Exhibit B. At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by December 1, 2026; *provided however*, upon Developer's request, the Director of DCED may, in her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

(C) **Stabilization.** Subject to the terms of this Agreement, Developer shall (1) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for the limited demolition and stabilization phase of the Project as further described in Exhibit B hereto, and (2) commence construction on the Property in accordance with Exhibit B no later than the date that is 6 months from the Closing (the "**Project Commencement Date**"). Developer shall complete the limited demolition and stabilization phase of the Project to the satisfaction of the City, in its sole and absolute discretion, no later than the date that is 12 months after the date Developer actually commences construction on the Property (the "**Project Completion Date**").

3. **Future Project.** Following Closing, Developer shall diligently market the Property for sale or lease to a developer, or end-user in accordance with Exhibit B. Developer shall identify an end-user for the Property and submit to the City for its approval, which approval may be withheld in the City's sole and absolute discretion, its proposed end-user of the Property along with a plan for the redevelopment of the Property no later than October 15, 2031 (the "**Disposition Date**"), *provided however* upon Developer's request and at the DCED Director's sole and absolute discretion, the City may extend the Disposition Date by up to 12 months by providing written notice to Developer. Developer shall market the Property with the intent that the Property be redeveloped into the Future Project, as more particularly described on Exhibit B. Notwithstanding the foregoing, Developer shall not enter into a contract for the Future Project without the City's prior written approval, nor shall Developer sell, transfer, or convey any interest in the Property without the City's prior written consent, which may be withheld in the City's sole and absolute discretion (the "**Future Project Covenant**"). Developer shall execute a Restrictive Covenant, substantially in the form of Exhibit C (Form of Restrictive Covenant) hereto, and record said Restrictive Covenant in the real property records of Hamilton County, Ohio Records, all at Developer's expense.

4. **City Financial Assistance.** Provided that Developer and the City are satisfied with the Due Diligence Materials, and subject to the terms and conditions of this Agreement, the City agrees to provide the Funds to Developer for the Project. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(A) **Use of Funds.** The Funds shall be used for the acquisition of the Property and associated costs, as itemized on Exhibit B, and for no other purpose. Following the City's approval or waiver of the Due Diligence Materials, the City shall transfer the Funds to Summit Title Agency, Inc. (the "**Escrow Agent**"), along with a closing escrow instruction letter detailing the conditions for release of the Funds at Closing. Following the City's approval or waiver of the Due Diligence Materials, in the City's sole and absolute discretion, and within 30 days of the City's receipt of a proper payment voucher, the City will instruct the Escrow Agent to release the Funds to Developer at Closing to facilitate Developer's purchase of the Property from Seller. The City shall not disburse any portion of the Funds to Developer in advance of the Closing. If the amount of funds necessary to finance the acquisition is less than \$1,350,903, then the amount of Funds made available by the City

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under this Agreement shall be reduced to such lesser amount, in which case Developer shall return to the City any Funds disbursed by the City in excess of the amount required to acquire the Property.

(B) Conditions Precedent to Disbursement. The obligation of the City to disburse any portion of the Funds is subject to the satisfaction or waiver in the City's sole and absolute discretion, of all of the following items (the "**Due Diligence Materials**"), which Developer shall deliver to the City:

- (i) Site Control and Evidence of Clear Title. Developer shall present evidence, satisfactory to the City, that Developer will acquire marketable title to the Property in fee simple absolute, and that said title is free, clear, and unencumbered;
- (ii) Survey. Developer shall present evidence that it has obtained a survey of the Property and new legal descriptions to ensure Developer is receiving marketable title to the Property;
- (iii) Title Commitment. Developer shall provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer;
- (iv) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Future Project;
- (v) Environmental Report. Developer must deliver to the City an Environmental Reliance Letter issued by Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("**OES**"), stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City;
- (vi) Budget. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on Exhibit B hereto (the "**Budget**");
- (vii) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;
- (viii) Financing. Developer must present evidence that all other financing necessary for the Project has been obtained;
- (ix) Appraisal. An appraisal of the Property indicating its fair market value; and
- (x) Other Information. Developer must present such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED.

(C) No Other City Assistance. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the Project.

## **5. Maintenance of Property**

(A) Maintenance of Property. Following Developer's acquisition of the Property and throughout the Term of this Agreement, Developer shall be responsible for all real estate taxes, maintenance costs, and other costs associated with the Property and the City shall have no obligation to reimburse Developer for the same.

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

**6. Insurance.**

(A) Insurance. Until such time as all work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by Developer's lenders for the Project, and (iv) such other insurance as may be reasonably required by the City. All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of the Project, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time.

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

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

**7. Casualty; Eminent Domain**. If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty, or if any portion of a Property is taken by exercise of eminent domain (federal, state, or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected Property is being repaired or restored.

**8. Default; Remedies.**

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

(i) the dissolution, other than in connection with a merger, of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Developer, the appointment of a receiver (temporary or permanent) for Developer or the Property, the attachment of, levy upon, or seizure by legal process of Developer, or the

insolvency of Developer, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

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

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, demand that Developer repay to the City any Funds that had been disbursed to Developer or Developer's designee, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity, including, without limitation, pursuing an action for specific performance, all such rights and remedies being cumulative. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement or the City's termination of this Agreement. Upon the occurrence of an event of default and within 5 business days after the City's demand, Developer shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Developer's possession or under Developer's control, including, without limitation, as built-drawings (to the extent that the improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by Developer in connection with the Project. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse any Funds to Developer if Developer is then in default under this Agreement.

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

To the City:

Dept. of Community and Economic Development  
City of Cincinnati  
805 Central Avenue, 7<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
Attn: Director

To Developer:

Corryville Community Development Corporation  
283 Martin Luther King Dr.,  
Cincinnati, Ohio 45219  
Attn: Brandon Williams, Director

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

10. **Representations, Warranties, and Covenants.** Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement (and Developer shall be deemed as having made these representations, warranties, and covenants again upon Developer's receipt of each disbursement of Funds):



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

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

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

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer or the Project at law or in equity or before or by any governmental authority that would materially impact the Project or impair Developer's financial condition or its ability to perform its obligations under this Agreement.

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

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

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

#### **11. Reporting Requirements.**

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

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

**12. General Provisions.**

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

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

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

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

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

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

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

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

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

(J) Recognition of City Assistance. Developer shall acknowledge the financial support of the City with respect to this Agreement in all printed promotional materials (including, without limitation, informational releases, pamphlets, and brochures, construction signs, project and identification signage, and stationery) and any publicity (such as, but not limited to, materials appearing on the Internet, television, cable television, radio, or in the press or any other printed media) relating to the Project. In identifying the City as a funding source, Developer shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

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

(L) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).

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

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

(O) Administrative Actions. To the extent permitted by applicable laws, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement or the funding hereunder.

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

13. **Exhibits.** The following Exhibits are attached hereto and made a part hereof:

Exhibit A – *Site Plan & Legal Description*  
Exhibit B – *Statement of Work and Budget*  
Exhibit C – *Form of Restrictive Covenant*  
Exhibit D – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "Effective Date").

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

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

Date: \_\_\_\_\_, 2025

**CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION,**  
an Ohio nonprofit corporation

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

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

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

Date: \_\_\_\_\_, 2025

APPROVED AS TO FORM:

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

CERTIFIED DATE: \_\_\_\_\_

FUND/CODE: \_\_\_\_\_

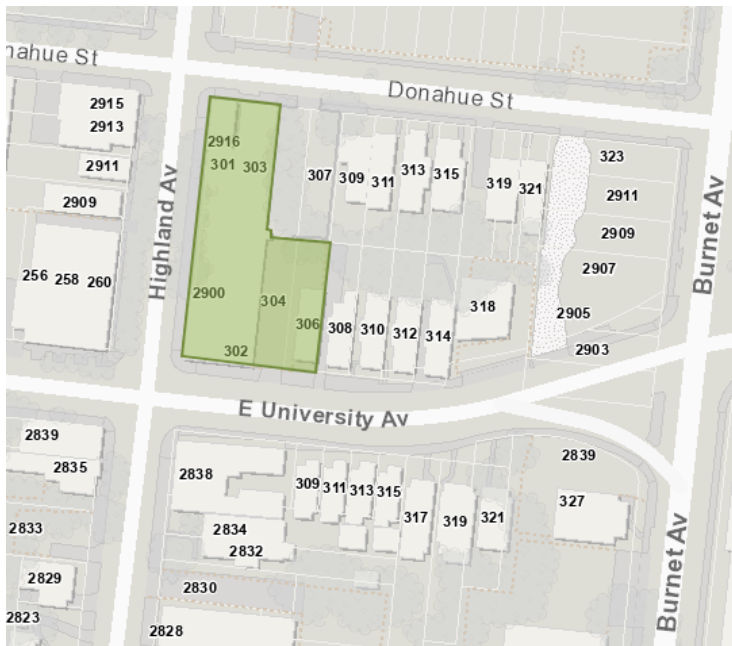
AMOUNT: \_\_\_\_\_

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

Exhibit A  
to Funding Agreement

*Site Plan & Legal Description*

I. Site Plan:



*Aerial Image: 302-306 University Avenue, 2916 Highland Avenue, 303 Donahue Street*

II. Legal Description:

Property 1:

**Property Address:** 302 University Avenue and 303 Donahue Street, Cincinnati, OH, 45219

**Parcel ID Nos.:** 092-0004-0035-00 (cons. -0035, -0036, -0037) and  
092-0004-0033-00 (cons. -0033, -0034)

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Numbers 129, 130, 140 and Part of Lot 139 of Burnett & Reeder's Subdivision, as recorded in Plat Book 1, Page 6, Hamilton County, Ohio Plat Records, and being more particularly described as follows: Beginning at the northeast corner of Highland Avenue and East University Avenue, which point is also the southwest corner of said Lot No. 129; thence north along the east line of Highland Avenue, a distance of 135 feet to a point in the west line of said Lot 139; thence east and parallel with the south line of Donahue Street, 22.85 feet to a point in said Lot No. 139; thence north, and parallel with Highland Avenue, 65 feet to the south line of Donahue Street, thence east along the south line of Donahue Street 27.15 feet to a point which point is the northeast corner of said Lot No. 140; thence south, and parallel with Highland Avenue, 200 feet to the north line of East University Avenue, which point is the southeast corner of said Lot 130; thence west along the north line of University Avenue, 50 feet to the place of beginning.

and

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 131 in the Burnet and Reeder's, a plat of which subdivision is recorded in Plat Book 1, Page 6 of the Hamilton County, ~ 1 Ohio Recorders Office, said Lot fronts 25 feet on the North side of East University Avenue extending back 100 feet between parallel lines and being 50 feet East of Highland Avenue.

Property 2:

**Property Address:** 306 University Avenue, Cincinnati, OH, 45219

**Parcel ID No.:** 092-0004-0038-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being all that certain lot of land known as Lot Number 132 in Burnet and Reeder's Subdivision of land on Mt. Auburn, in Millcreek Township, now in the City of Cincinnati, and being in Section 14, Town 3, Fractional Range 2, of the Miami Purchase, which said Subdivision is recorded in Plat Book 1, Pages 4, 5, 6, and 7 of said County Records. Said lot fronting 25 feet on the north side of University Avenue (formerly McLean Street) and extends back 100 feet to the middle of the block.

Property 3:

**Property Address:** 2916 Highland Avenue, Cincinnati, OH, 45219

**Parcel ID No.:** 092-0004-0221-00

Situate in the City of Cincinnati, Hamilton County, State of Ohio and being part of Lot number 139 of Burnet and Reeder's Subdivision, a plat of which subdivision is recorded in Plat Book 1, Page 6, Recorder's Office, Hamilton County, Ohio and beginning at the southeast corner of Highland Avenue and Donahue Street, which point of beginning is the northwest corner of said lot number 139; thence east along the south line of Donahue Street 22.85 feet to a point; thence south and parallel with the east line of Highland Avenue 65 feet to a point; thence west and parallel with Donahue Street 22.85 feet to the east line of Highland Avenue; thence north along the east line of Highland Avenue 65 feet to the place of beginning.

4899-0979-7482

Exhibit B  
to Funding Agreement

*Statement of Work and Budget*

**I. STATEMENT OF WORK**

A. Project. Developer shall do all of the following with respect to the Project:

1. Acquisition of the Property. Developer shall acquire good and marketable fee simple title to the Property and hold the Property for a future development project.
2. Stabilization, Demolition, and Remediation of the Property. After closing on the sale of the Property, Developer shall do all of the following with respect to the Property:
  - a. Environmental Remediation: Developer shall perform environmental remediation for any identified contaminants that exist in the building during the time occupants (if any) remain in the building and while the building structure remains standing before demolition has been initiated.
  - b. Demolition: Developer shall undertake demolition as necessary and appropriate, to eliminate the slum and blight conditions affecting the Property. The demolition may include full removal of the building structure, underlying slabs, and subsurface structures on the Property. The demolition shall also include the limited demolition and stabilization of the failing wall on the 302 E University parcel. Developer shall further remediate any asbestos-containing materials found on the Property, and remediate any above-grade or sub-grade environmental contamination that may be discovered at the Property, which shall be the Developer's responsibility to remediate, to the extent deemed necessary by the City.
  - c. Stabilization. Developer shall diligently implement such necessary stabilization activities to make the Property safe, secure, and watertight. Completion of stabilization work will safeguard the Property from further damage and position the property for the future development with consideration of renovation and/or new construction phases.
3. Security Measures. Once the demolition is completed, Developer shall make such improvements and taking such other actions as Developer reasonably determines are necessary to ready the Property for development and to provide appropriate security and controls with respect thereto.

B. Future Project. Following the acquisition and demolition phases of the Project, Developer shall do all of the following with respect to the Future Project:

1. Maintenance. Developer shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.
2. Disposition and Marketing of the Property. Developer shall immediately begin marketing the Property for redevelopment, and, if applicable, shall perform any improvements deemed necessary to make the Property marketable for redevelopment. Developer shall notify the City within 30 days of Developer's receipt of a complete disposition application which shall include, but is not limited to, building and architectural plans and specifications, a redevelopment budget, a financing plan, and an operating pro forma. The marketing and disposition activity of the Project shall be deemed complete upon the sale or lease of the Property to a third-party developer or end-user, subject to the City's approval, which approval may be withheld in the City's sole and absolute discretion, which Developer shall cause to occur no later than the Disposition Date.



## II. BUDGET

	City Funds	Non-City Funds	Total
<b>Acquisition Costs</b>			
Acquisition - Building	\$1,200,000.00	\$0.00	\$1,200,000.00
<b>SUBTOTAL ACQUISITION COSTS</b>	<b>\$1,200,000.00</b>	<b>\$0.00</b>	<b>\$1,200,000.00</b>
<b>Stabilization Costs</b>			
Stabilization – Building	\$0.00	\$200,000	\$200,000
<b>SUBTOTAL STABILIZATION CONSTRUCTION COSTS</b>	<b>\$0.00</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>
<b>Soft Costs</b>			
Environmental Reports and Environmental Mitigation	\$3,400.00	\$0.00	\$3,400.00
Survey Costs	\$2,500.00	\$0.00	\$2,500.00
Legal Fees	\$2,500.00	\$0.00	\$2,500.00
Title/Closing	\$6,000.00	\$0.00	\$6,000.00
Appraisal	\$3,750.00	\$0.00	\$3,750.00
Inspections	\$3,675.00	\$0.00	\$3,675.00
Soft Costs Contingency	\$9,078.00	\$0.00	\$9,078.00
<b>SUBTOTAL SOFT COSTS</b>	<b>\$30,903.00</b>	<b>\$0.00</b>	<b>\$30,903.00</b>
<b>Developer Fee (10%)</b>	<b>\$120,000.00</b>	<b>\$0.00</b>	<b>\$120,000.00</b>
<b>SUBTOTAL DEVELOPER FEE</b>	<b>\$120,000.00</b>	<b>\$0.00</b>	<b>\$120,000.00</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$1,350,903.00</b>	<b>\$200,000.00</b>	<b>1,550,903.00</b>

### TOTAL SOURCES OF FUNDS (LEVERAGE)

City TIF District Funds	<b>\$1,350,903.00</b>
Developer Equity	<b>\$200,000.00</b>
<b>TOTAL</b>	<b>\$1,550,903.00</b>

The parties may elect to revise the Budget to reallocate Funds between budget line items through a letter signed by both the City and Developer. However, in no event will the City add any additional funds to the Budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Project.

Exhibit C  
to Funding Agreement  
*Form of Restrictive Covenant*

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

**RESTRICTIVE COVENANT**  
(Future Project)

THIS RESTRICTIVE COVENANT (this "**Covenant**") is made as of the Effective Date (as defined on signature page hereof), by CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which is Martin Luther King Dr., Cincinnati, Ohio 45219 ("**Owner**"), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. By virtue of a \_\_\_\_\_ deed recorded in Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records, Owner holds ownership in fee title to certain property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue, Cincinnati, Ohio 45219, all as more particularly described on Exhibit A (Legal Description) hereto (collectively, the "**Property**").

B. The City and Owner are parties to that certain *Funding Agreement* dated \_\_\_\_\_, 20\_\_\_\_ (as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), which provides that the City is willing to make certain Funds (as described therein) available to Owner to facilitate the acquisition of the Property by Owner so long as Owner agrees to cause to be prepared a redevelopment plan for the Property to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Corryville neighborhood of Cincinnati (the "**Future Project**"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby declares that the Property is and shall be subject to the provisions of this Covenant as set forth below.

1. **Covenant not to Sell, Transfer, or Convey Without the City's Prior Written Consent.** Neither the Property nor any interest therein shall be sold, transferred, mortgaged, or conveyed without the City's prior written consent, until the City has approved of the Future Project recommended by the Owner, unless sooner terminated as provided in Section 5 of this Covenant, below.

2. **Enforcement of the Covenants.** The City is the beneficiary of the covenants contained herein. Each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against all owners of the Property. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.

3. **Covenants to Run with the Land.** Owner intends, declares, and covenants on behalf of itself and its respective successors and assigns that this Covenant and the provisions contained herein (a)

4899-0979-7482

shall be covenants running with the land and are binding upon Owner and Owner's successors-in-title, (b) are not merely personal covenants of Owner, and (c) shall inure to the benefit of the City. Owner hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

4. **Severability.** Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.

5. **Termination.** Owner may terminate this Covenant upon repayment to the City an amount equal to the full amount of the Funds, thus making the Covenant null and void. Upon such repayment, the City shall provide a release of this Covenant to Owner for recording in the Hamilton County, Ohio Recorder's Office, at Owner's expense.

6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:  
Exhibit A - Legal Description

SIGNATURES ON FOLLOWING PAGE

Executed on, and effective as of, the date of acknowledgement set forth below (the "Effective Date").

**CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, the \_\_\_\_\_ of the Corryville Community  
Development Corporation, an Ohio nonprofit corporation, on behalf of the corporation.

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

Approved as to Form:  
  
\_\_\_\_\_  
Assistant City Solicitor

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

Exhibit A  
to Restrictive Covenant

*Legal Description*

Property 1:

**Property Address:** 302 University Avenue and 303 Donahue Street, Cincinnati, OH, 45219  
**Parcel ID Nos.:** 092-0004-0035-00 (cons. -0035, -0036, -0037) and  
092-0004-0033-00 (cons. -0033, -0034)

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Numbers 129, 130, 140 and Part of Lot 139 of Burnett & Reeder's Subdivision, as recorded in Plat Book 1, Page 6, Hamilton County, Ohio Plat Records, and being more particularly described as follows: Beginning at the northeast corner of Highland Avenue and East University Avenue, which point is also the southwest corner of said Lot No. 129; thence north along the east line of Highland Avenue, a distance of 135 feet to a point in the west line of said Lot 139; thence east and parallel with the south line of Donahue Street, 22.85 feet to a point in said Lot No. 139; thence north, and parallel with Highland Avenue, 65 feet to the south line of Donahue Street, thence east along the south line of Donahue Street 27.15 feet to a point which point is the northeast corner of said Lot No. 140; thence south, and parallel with Highland Avenue, 200 feet to the north line of East University Avenue, which point is the southeast corner of said Lot 130; thence west along the north line of University Avenue, 50 feet to the place of beginning.

and

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 131 in the Burnet and Reeder's, a plat of which subdivision is recorded in Plat Book 1, Page 6 of the Hamilton County, ~ 1 Ohio Records Office, said Lot fronts 25 feet on the North side of East University Avenue extending back 100 feet between parallel lines and being 50 feet East of Highland Avenue.

Property 2:

**Property Address:** 306 University Avenue, Cincinnati, OH, 45219  
**Parcel ID No.:** 092-0004-0038-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being all that certain lot of land known as Lot Number 132 in Burnet and Reeder's Subdivision of land on Mt. Auburn, in Millcreek Township, now in the City of Cincinnati, and being in Section 14, Town 3, Fractional Range 2, of the Miami Purchase, which said Subdivision is recorded in Plat Book 1, Pages 4, 5, 6, and 7 of said County Records. Said lot fronting 25 feet on the north side of University Avenue (formerly McLean Street) and extends back 100 feet to the middle of the block.

4899-0979-7482

Property 3:

**Property Address:**    **2916 Highland Avenue, Cincinnati, OH, 45219**  
**Parcel ID No.:**        **092-0004-0221-00**

Situate in the City of Cincinnati, Hamilton County, State of Ohio and being part of Lot number 139 of Burnet and Reeder's Subdivision, a plat of which subdivision is recorded in Plat Book 1, Page 6, Recorder's Office, Hamilton County, Ohio and beginning at the southeast corner of Highland Avenue and Donahue Street, which point of beginning is the northwest corner of said lot number 139; thence east along the south line of Donahue Street 22.85 feet to a point; thence south and parallel with the east line of Highland Avenue 65 feet to a point; thence west and parallel with Donahue Street 22.85 feet to the east line of Highland Avenue; thence north along the east line of Highland Avenue 65 feet to the place of beginning.

4899-0979-7482



Exhibit D  
to Funding Agreement

*Additional Requirements*

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

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements.

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined

4899-0979-7482

below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal

4899-0979-7482

or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

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

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

(1) Including qualified SBEs on solicitation lists.

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

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

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



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

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

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the

4899-0979-7482

City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

4899-0979-7482

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

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

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

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



ADDENDUM I  
to Additional Requirements Exhibit  
(City's Prevailing Wage Determination)

*Intentionally Omitted*