



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, January 29, 2025

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Cincinnati Arts Association

1. [202500130](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Tracey Artis to the Cincinnati Arts Association for a term of three years expiring January 31, 2028. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation CONFIRM

Sponsors: Mayor

Internal Audit Committee

2. [202500131](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Norman C. Bouwie to the Internal Audit Committee for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA).
3. [202500132](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Valarie Boykins to the Internal Audit Committee for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).
4. [202500133](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Tricia Williams to the Internal Audit Committee for a term of two years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

Recommendation CONFIRM

Sponsors: Mayor

Cincinnati Zoological Society Board

5. [202500134](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Rhiannon Hoeweler to the Board of the Cincinnati Zoological Society for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

Recommendation CONFIRM

Sponsors: Mayor

City Planning Commission

6. [202500135](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Vice-Mayor Jan-Michele Lemon Kearney to the City Planning Commission as the Member of Cincinnati City Council for a term of five years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA).

Recommendation CONFIRM

Sponsors: Mayor

MAYOR AFTAB**MS. ALBI**

7. [202500150](#) **ORDINANCE**, submitted by Mayor Aftab Pureval and Councilmember Albi, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the City Manager to apply for a grant up to \$50,000 from the Bloomberg Philanthropies Mayors Challenge grant program to support a grocery delivery pilot program in Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Mayor and Albi

MS. KEARNEY

8. [202500166](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** that the Administration provide a report within sixty (60) days including but not limited to information on what resources and mechanisms are in place for the public to report and address hate crimes, the existence of a hate crimes hotline, availability to the public of collected data, follow-up procedures, and policy for reporting data on hate crimes to City Council. (STATEMENT ATTACHED)

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Kearney

9. [202500171](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** that the administration provide a report within ninety (90) days on ways that the City currently is supporting our immigrant communities. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Kearney

MS. KEARNEY

MR. JOHNSON

MS. PARKS

10. [202500167](#) **MOTION**, submitted by Vice Mayor Kearney and Councilmembers Johnson and Parks, **WE MOVE** that the City of Cincinnati take the following actions to ensure equity in the disbursement of the proceeds of the sale of the Cincinnati Southern Railway so that our underserved neighborhoods benefit from the proceeds from the sale in terms of both existing infrastructure and new economic development opportunities. (BALANCE ON THE FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Kearney, Johnson and Parks

CITY MANAGER

11. [202500049](#) **REPORT**, dated 1/29/2025 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Lucy Blue Holdings LLC, DBA Lucy Blue, 1301 Vine Street. (#5319993, New, D5) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

12. [202500091](#) **REPORT**, dated 1/29/2025 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Church Events LLC, 118 W Ninth Street. (#1468565, New, D5) [OBJECTIONS:Yes]

Recommendation FILE

Sponsors: City Manager

13. [202500093](#) **REPORT**, dated 1/29/2025 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for 327 Promotion Group & Marketing LLC, 637 Walnut Street. (#7067624, TREX, D5) [OBJECTIONS:Yes]

Recommendation FILE

Sponsors: City Manager

14. [202500115](#) **REPORT**, dated 1/29/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Asian Food Fest 2025.

Recommendation FILE

Sponsors: City Manager

15. [202500116](#) **REPORT**, dated 1/29/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for The Lytle Park Hotel Wine Festival.

Recommendation FILE

Sponsors: City Manager

16. [202500117](#) **REPORT**, dated 1/29/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Paddlefest.

Recommendation FILE

Sponsors: City Manager

17. [202500139](#) **REPORT**, dated 1/29/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Ault Park Fireworks.

Recommendation FILE

Sponsors: City Manager

18. [202500149](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/29/2025, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x251624, "Shillito's West Remediation - ODOD Grant," to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$1,063,080 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251624, "Shillito's West Remediation - ODOD Grant," to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

19. [202500151](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/29/2025, **AUTHORIZING** the establishment of capital improvement program project account no. 980x199x251925, "Camp Washington Skate Park - ODNR Grant," to provide grant resources for the construction of a skate park at the Camp Washington Recreation Area; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$300,000 from the Land and Water Conservation Fund (ALN 15.916), awarded by the Ohio Department of Natural Resources, to newly established capital improvement program project account no. 980x199x251925, "Camp Washington Skate Park - ODNR Grant," to provide resources for the construction of a skate park at the Camp Washington Recreation Area; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x199x251925, "Camp Washington Skate Park - ODNR Grant."

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

20. [202500152](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/29/2025, **AUTHORIZING** the City Manager to accept and appropriate a donation of up to \$18,250 from the University of Cincinnati Physicians to provide resources for necessary training equipment for the Cincinnati Fire Department's Paramedic

School; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fire Grants and Donations Fund revenue account no. 472x8571.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

21. [202500158](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/29/2025, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x164x251620, "ODOD Poste II Assessment - Grant," for Voluntary Action Program-compliant environmental assessments and preparation of a remedial action plan for the real property located at 750, 752, and 758 E. McMillan Street in the Walnut Hills neighborhood of Cincinnati ("the Poste II site assessment"); and **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$205,131 from the Ohio Department of Development through the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251620, "ODOD Poste II Assessment - Grant," for the Poste II site assessment.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

22. [202500159](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/29/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$108,000 from the FY 2024 Ohio Drug Law Enforcement Fund through the Ohio Department of Public Safety, Office of Criminal Justice Services, to provide resources for personnel costs related to investigations conducted pursuant to Title III of the Federal Omnibus Crime Control and Safe Streets Act of 1968; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 25ODLE.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

23. [202500162](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/29/2025, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 510 W Liberty, LLC, thereby authorizing a twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 510 W. Liberty Street in the West End neighborhood of Cincinnati, in connection with the remodeling of two existing buildings into approximately 5,875 square feet of residential space consisting of approximately 13 residential rental units, at a total remodeling cost of approximately \$766,717.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

24. [202500168](#) **REGISTRATION (UPDATE)**, submitted by the Clerk of Council from Legislative Agent Mary Kenah, Everytown for Gun Safety Action Fund, Policy Council, PO Box 4184. (EVERYTOWN)

Recommendation FILE

Sponsors: Clerk of Council

25. [202500169](#) **REGISTRATION (UPDATE)**, submitted by the Clerk of Council from Legislative Agent Freddi Goldstein, Communications Manager, Uber Technologies, Inc., 1725 Third Street, San Francisco, CA. 94158. (UBER TECHNOLOGIES)
- Recommendation** FILE
- Sponsors:** Clerk of Council
26. [202500170](#) **REGISTRATION (UPDATE)**, submitted by the Clerk of Council from Legislative Agent Nicole Ware, Government Relations, Associate State Dir., 41 S High Street, Suite 3550, Columbus, OH 43215. (TERMINATION)
- Recommendation** FILE
- Sponsors:** Clerk of Council

BUDGET AND FINANCE COMMITTEE

27. [202500146](#) **MOTION (AMENDED)**, submitted by Councilmember Albi, Vice Mayor Kearney, and Councilmembers Owens and Nolan, **WE MOVE** that the FY26 Human Services Impact Award be spent on food insecurity as part of the broader gun violence prevention bucket. ~~*This Impact Award would be used specifically for a grocery delivery pilot program.~~ (BALANCE ON FILE IN THE CLERK'S OFFICE).
- Recommendation** ADOPT
- Sponsors:** Albi, Kearney, Owens and Nolan
28. [202500147](#) **MOTION**, submitted by Councilmembers Owens, Jeffreys, Albi, Nolan and Cramerding, **WE MOVE** that the Administration prepare an updated Human Services Fund ordinance with the following revisions. **FURTHER WE MOVE** that Council have the ability to declare, define, and identify the focus area for the FY26 Impact Award. (BALANCE ON FILE IN THE CLERK'S OFFICE)
- Recommendation** ADOPT
- Sponsors:** Owens, Jeffreys, Albi, Nolan and Cramerding
29. [202500109](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/23/2025, **AUTHORIZING** the redirection of a donation from the Joseph Family of \$5,000 from existing capital improvement program project account no. 980x255x182513, "Replacement Facilities - Police District 5," to the unappropriated surplus of Public Safety Special Projects Fund 456 to be used to support the Cincinnati Police Department's Community Relations Squad.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
30. [202500156](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/27/2025, **AUTHORIZING** the City Manager to accept in-kind donations from the Sundance Film Festival and Film Cincinnati for the Mayor, the City Manager, and one City Manager's Office employee to attend the four-day 2025 Sundance Film Festival beginning on January 23, 2025, in Park City, Utah.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager

31. [202500111](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/23/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with Corryville Community Development Corporation, providing for a grant from the City to fund streetscape and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$1,106,558 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 streetscape improvements and other public infrastructure improvements along to rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$110,000 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 streetscape improvements and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such accounts related to the streetscape and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati, 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 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>>).

Recommendation PASS EMERGENCY

Sponsors: City Manager

32. [202500153](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/27/2025, **AUTHORIZING** the disbursement of \$250,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the Cincinnati Regional Sports Commission, incorrectly identified as the Greater Cincinnati Sports Commission in the Approved FY 2025 General Fund Operating Budget Update.

Recommendation PASS EMERGENCY

Sponsors: City Manager

SUPPLEMENTAL ITEMS

CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

33. [202500054](#) **MOTION**, submitted by Councilmembers Walsh, Cramerding, Jeffreys and Owens, **WE MOVE** that the Administration provide a report and presentation to Council evaluating the snow removal plan implemented during the week of January 6, 2025. This report should discuss the positives from the response,

lessons learned and identified areas for improvement, creative and innovative solutions to the identified areas of improvement, and funding needs to implement the areas for improvement. (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Walsh, Cramerding, Jeffreys and Owens

34. [202500110](#) **MOTION**, submitted by Councilmembers Albi, Owens, and Vice Mayor Kearney, **WE MOVE** that the Department of Transportation and Engineering produce a report within 30 days on the feasibility of creating a residential sidewalk repair pilot program using Cincy on Track funding. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Recommendation ADOPT

Sponsors: Albi, Owens and Kearney

35. [202500125](#) **MOTION**, submitted by Councilmember Albi, **WE MOVE** that the Department of Public Services publish a report within 30 days to highlight how the City could leverage Cincy on Track funding to prioritize preventative road maintenance and use sealcoating to minimize the severity of potholes. This report should also highlight strategies that the City has previously employed and/or best practices from other peer cities across the country.

Recommendation ADOPT

Sponsors: Albi

ANNOUNCEMENTS

Adjournment

20250130

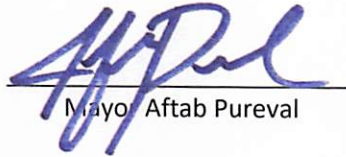


AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

January 2025

APPOINTMENT

I hereby appoint Trace Artis to the Cincinnati Arts Association for a term of three years expiring January 31, 2028. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.


Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202500131

January 2025

REAPPOINTMENT

I hereby reappoint Norman C. Bouwie to the Internal Audit Committee for a term of two years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202500132

January 2025

REAPPOINTMENT

I hereby reappoint Valarie Boykins to the Internal Audit Committee for a term of two years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202500133

Jan 2025

REAPPOINTMENT

I hereby reappoint Tricia Williams to the Internal Audit Committee for a term of two years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



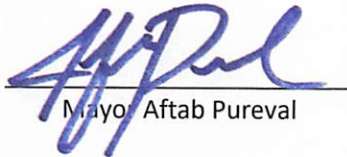
AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202500134

January 2025

APPOINTMENT

I hereby appoint Rhiannon Hoeweler to the Board of the Cincinnati Zoological Society for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.


Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202500135

January 2025

REAPPOINTMENT

I hereby reappoint Vice-Mayor Jan-Michele Lemon Kearney to the City Planning Commission as the Member of Cincinnati City Council for a term of five years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval

202500150

Date: January 29, 2025

To: Mayor Aftab Pureval and Councilmember Anna Albi
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Ordinance – Bloomberg Philanthropies Mayors Challenge Grant Application**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager to apply for a grant of up to \$50,000 from the Bloomberg Philanthropies Mayors Challenge grant program to support a grocery delivery pilot program in Cincinnati.

EESW/IMD(dmm)
Attachment
414541



City of Cincinnati

IMD

EESW

An Ordinance No. _____

- 2025

AUTHORIZING the City Manager to apply for a grant of up to \$50,000 from the Bloomberg Philanthropies Mayors Challenge grant program to support a grocery delivery pilot program in Cincinnati.

WHEREAS, a grant of up to \$50,000 is available from the Bloomberg Philanthropies Mayors Challenge grant program to provide resources to support a grocery delivery pilot program in Cincinnati; and

WHEREAS, a grocery delivery pilot program will help reduce food insecurity in the City of Cincinnati by increasing access to nutritious food options for low-income and vulnerable residents; and

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

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

WHEREAS, if the City receives the grant and completes the grocery delivery pilot program, the City may be eligible for an additional \$1,000,000 award to support the program, and another ordinance will be presented to Council for approval if the City receives the additional award; and

WHEREAS, applying for grant resources to support a grocery delivery pilot program is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[m]ake sustainable access to and use of fresh, healthy food a priority in all neighborhoods” 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 181 – 192 and 207 – 212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$50,000 from the Bloomberg Philanthropies Mayors Challenge grant program to support a grocery delivery pilot program in Cincinnati.

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



2025 00166

January 27, 2025

MOTION

What procedures are in place for reporting and addressing hate crimes?

WE MOVE that the administration provide a report within sixty (60) days including but not limited to information on what resources and mechanisms are in place for the public to report and address hate crimes, the existence of a hate crimes hotline, availability to the public of collected data, follow-up procedures, and policy for reporting data on hate crimes to City Council.


Vice Mayor Jan-Michele L. Kearney

STATEMENT

Section 12.417 of Cincinnati's Municipal Code, entitled, "Hate Crimes: Response to Racial, Religious, Ethnic/National Origin, or Sexual Orientation Bias Incidents" (attached), sets forth policy to address hate crimes. This section also references additional sections of our Municipal Code that address hate crimes. This Motion seeks a report on reviewing our procedures for implementation of Cincinnati's hate crime laws, to ensure that we are being effective, and to identify areas of opportunity to strengthen our hate crimes policy and procedures.

12.417 HATE CRIMES: RESPONSE TO RACIAL, RELIGIOUS, ETHNIC/NATIONAL ORIGIN, OR SEXUAL ORIENTATION BIAS INCIDENTS

References:

Procedure 12.160 - Rumors/Potential Civil Disturbances
 Procedure 12.170 - Civil Disturbance Operation Procedure
 Procedure 12.400 - Offense Reporting, Miscellaneous Reporting
 Procedure 18.120 - Release of Information and Public Records
 Cincinnati Municipal Code (CMC) 908-3 Criminal Intimidation
 Public Law 101-275: Hate Crime Statistics Act
 Ohio Revised Code (ORC) 2927.12 (Ethnic Intimidation)
 Ohio Revised Code (ORC) 2929.12 (B)(8)(Seriousness and recidivism factors)

Purpose:

To accomplish our Mission and demonstrate the commitment we have in valuing human life and dignity by taking a proactive role in promoting peace and harmony within the community and ensuring that the rights of all individuals are protected.

To comply with Public Law 101-275: Hate Crime Statistics Act requirements, the Ohio Revised Code, and State Sentencing guidelines.

To comply with the FBI's National Incident Based Reporting System's (NIBRS) requirements for submitting incident-based crime reporting data.

Definition:

A **Hate Crime** is a committed, threatened, or attempted criminal act by any person(s) against a person or property of another individual or group that may in any way constitute an expression of racial, religious, ethnic/national origin, sexual orientation, or other forms of bias.

Motivated by prejudices, hate crimes may include but are not limited to: threatening communications, physical assaults, vandalism, cross burnings, destruction of religious symbols, and firebombing.

The Ohio Revised Code identifies and defines the following **protected classes** under the Ethnic Intimidation statute: a person or group of persons based upon their race, color, religion, or national origin.

The Cincinnati Municipal Code identifies and defines the following **protected classes** under the Criminal Intimidation section: a person or group of persons based upon the actual or perceived race, color, religion, national origin, gender, physical or mental disability, sexual orientation or age (60 and above).

Sexual orientation – means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or transgender status, by orientation or practice.

Transgender – means the condition or state wherein a person manifests gender characteristics, behavior and/or self-identification typical of or commonly associated with persons of another gender, and which may be characterized by assumption of the clothes, hairstyles, cosmetic usage or other appearance qualities commonly associated with another gender and/or by the surgical or medical modification of primary sexual organs in order to assume the gender role of another sex.

Information:

Single criminal acts such as aggravated menacing, menacing, criminal damaging, criminal mischief, or telecommunications harassment may initially appear as less serious when viewed in the larger context of all crime. However, what might begin as a minor offense may escalate into a more serious crime, particularly if the crime was motivated by bias. Such criminal acts may generate fear and concern among victims and the broader public, and have the potential to escalate, possibly causing counter-violence. Therefore, if an incident appears to be one of racial, religious, ethnic/national origin, sexual orientation, or other forms of bias, it should be investigated as such.

Verification can be made during the investigation. Reports should be reviewed for *patterns* of incidents occurring at either the same location or directed at a particular individual or group. The motivation behind the act determines whether an incident is bias related. Listed below are several reminders to consider in determining if probable cause exists to believe that an incident was motivated entirely or in part by animosity toward the victim because of his/her race, religion, ethnic/national origin or sexual orientation:

- Were words, symbols, or acts which are or may be offensive to an identifiable group used by the perpetrator or are they present as evidence?
- Are the victim and the suspected perpetrator members of different racial, religious or ethnic groups?
- Does a meaningful portion of the community perceive and respond to the situation as a bias-related incident?

- Is there an ongoing neighborhood problem that may have initiated or contributed to the act (e.g., could the act be retribution or some conflict between neighbors or with area juveniles)?
- Does the perpetrator have a true understanding of the impact of the crime/incident on the victim or other group members? Are the perpetrators juveniles?
- Does the crime/incident indicate possible involvement by an organized hate group?

Policy:

All Hate Crimes will be treated seriously and the investigations of these crimes will be given priority. The proper investigation of racial, religious, ethnic/national origin, sexual orientation, or other bias crime incidents, is the responsibility of all Cincinnati Police officers. The Department will use every necessary resource to rapidly and decisively identify the perpetrators, arrest them and bring them before the court.

The actions taken by the Police Department in dealing with incidents of racial, religious, ethnic/national origin, sexual orientation, or other acts of bias, are visible signs of its concern and commitment to the community. Special emphasis will be placed on victim assistance and community cooperation in order to reduce victim/community trauma or fear.

Officers must demonstrate sensitivity toward the feelings, needs and concerns that may be present in the community as a result of incidents of this nature.

Procedure:

- A. When an on-scene officer makes a determination that an incident is a criminal act of racial, religious, ethnic/national origin, sexual orientation, or other form of bias, the officer will:
1. Render necessary assistance to the victim(s) and if necessary request the fire department in the case of fire or injury.
 2. Conduct a preliminary investigation.
 3. Identify and arrest the perpetrator(s) if possible.
 - a. Officer shall use the appropriate ORC charge, unless a class is encountered that is only protected under CMC.
 4. Protect and preserve the crime scene and evidence.
 5. Notify a supervisor.

6. Prepare a detailed offense report.
 7. Fax a copy of the offense report(s) to the Office of Neighborhood Policing, Intelligence Unit, Public Information Office (PIO), and the Cincinnati Human Relations Commission (CHRC).
- B. Supervisor will:
1. If necessary, respond immediately.
 2. Determine the seriousness of the incident and make appropriate notifications. For serious incidents (serious physical harm or a significant event) the supervisor shall:
 - a. Notify the Officer in Charge (OIC).
 3. Arrange for immediate increase of patrols throughout the affected area. If necessary, have "standby" units from other districts respond to the scene.
 4. Contact the victim(s) as soon as possible and assure them that the investigation will be actively pursued.
 5. Complete an After Action Report detailing events and actions by Department.
 6. Ensure a copy of the offense report(s) is faxed to the Office of Neighborhood Policing, the Intelligence Unit, PIO, and CHRC.
 - a. CHRC will be the liaison with all victim/advocacy/service groups.
- C. Shift OIC
1. After being notified by an on scene supervisor of a serious Hate Crime incident (serious physical harm or a significant event), the shift will notify the following:
 - a. District OIC
 - b. Night Inspector (if applicable)
 - c. Duty Officer
 - d. District Commander

- e. Intelligence Unit
 - f. Public Information Office (PIO)
 - g. Federal Bureau of Investigations (FBI)
 - h. Community Liaison Commander
2. The Emergency Communications Center (ECC) will provide assistance to the OIC when requested.
- D. Cincinnati Human Relations Commission (CHRC)
1. CHRC will act as an expert liaison between the community leaders and outside agencies willing to respond to provide needed service. Upon request CHRC shall:
- a. Respond to the scene.
 - b. The OIC will brief the CHRC representative about the crimes that have occurred, the steps taken by police and the current tension level within the targeted neighborhood or other areas of the city.
 - c. As outlined in the CHRC internal procedure, the Executive Director of the CHRC will coordinate with the CHRC field representatives, who will respond as requested and contact the incident OIC.
 - d. The ranking command officer will determine what actions the CHRC representative may take
 - e. The OIC will evaluate and determine the effectiveness of the actions of the CHRC field representatives in calming the situation.
 - 1) If the ranking command officer believes CHRC field representatives are no longer effective, he will notify them to cease their activity and withdraw.
 - 2) The ranking command officer should base this determination on such criteria as some overt action on the part of the crowd, an increase in the size of the crowd, etc.

- f. The incident OIC will request CHRC to submit a report of their observations and assessment of the incident to the Intelligence Unit Commander.

E. Media

1. Officers will refer the media to the ranking on-scene supervisor.
 - a. The OIC will ensure PIO is notified and informed of the information released and progress of the investigation.
2. After a thorough field investigation, PIO will provide factual information to the media.
3. PIO will respond to the scene of all serious Hate Crime incident(s) and coordinate the release of information to the media.

F. Collection of Data and Reporting

1. All Hate Crime Offenses are identified through the National Incident Based Reporting System.
2. The Office of Neighborhood Policing shall provide updated Hate Crime information and statistics to community councils and groups.
 - a. Police Intelligence Unit shall analyze Hate Crime trends and provide quarterly reports to the Police Chief.

CAL → Healthy Neighborhoods
LMK

E. Media

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- 2. The OIC will ensure PIO is notified and informed of the information released and progress of the investigation.
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- 3. Police Intelligence Unit shall analyze Hate Crime trends and provide quarterly reports to the Police Chief.

City of Cincinnati



801 Plum Street, Suite 356
Cincinnati, Ohio 45202

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

202500171

Jan-Michele Lemon Kearney
Vice Mayor

January 28, 2025

MOTION

WE MOVE that the administration provide a report within ninety (90) days on ways that the City currently is supporting our immigrant communities and feasibility of suggestions such as the following:

1. Create a "Know Your Rights" reference in multiple languages including but not limited to Spanish and English on the City's website to help immigrant families;
2. Create a link on the City's website to Compass and other resource groups;
3. Create a Hispanic Employee Resource Group to meet monthly and address ways to increase Hispanic representation across all departments.
4. Create information on the City's website about anti-bullying programs in schools as well as the process for reporting and addressing hate crimes.



 Vice Mayor Jan-Michele Lemon Kearney

_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT

Cincinnati is a sanctuary city, yet, members of our immigrant communities are living in fear of leaving their homes, taking their children to school, and attending their places of worship. The goal of this Motion is to see what protections for our residents and resources we already have in place, and what is needed.

Cal - HN

JMK

11/10/2003

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City of Cincinnati



January 27, 2025

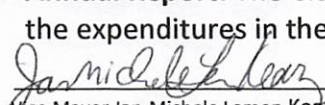

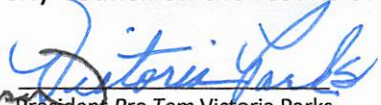
Motion to Ensure Equity in the Disbursement of Proceeds from the Sale of the Cincinnati Southern Railway (CSR)

WE MOVE that the City of Cincinnati take the following actions to ensure equity in the disbursement of the proceeds of the sale of the Cincinnati Southern Railway so that our underserved neighborhoods benefit from the proceeds from the sale in terms of both existing infrastructure and new economic development opportunities:

1. The City shall analyze the demographics of the beneficiaries most directly affected by each proposed project and identify those projects that can deliver the most benefit to historically underserved minority and low-income communities.
2. The City shall create a dashboard on the City's website to create transparency with the spending of the proceeds from the sale of the Cincinnati Southern Railway, and that dashboard shall track each project, including but not limited to providing information on neighborhood, demographics served, and amount invested.
3. The City shall create **two funds** to ensure that our 15 most underserved neighborhoods benefit from the proceeds of the sale of the CSR as follows:
 - a. Demographic and socioeconomic data information for Cincinnati's neighborhoods was used to create the "Rising 15": the 15 neighborhoods most in need of economic benefits, as shown by **Exhibit A** attached hereto.
 - b. **FUND 1 (the "Rising 15 Railroad Fund")**: In addition to inclusion in the infrastructure plans across all neighborhoods, the City will allocate at least 10% of the annual return on investment on the proceeds from the sale of the CSR to the Rising 15 Railroad Fund. *The population of the Rising 15 neighborhoods comprises approximately 20% of the City's population. The 10% minimum is based on the fact that some of the infrastructure projects, such as renovation of healthcare centers, directly affect residents of the Rising 15 neighborhoods although the residents do not live in those neighborhoods.*
 - 1) **Community Advisory Committee**: The City Manager shall appoint seven (7) community members to a community advisory committee.
 - a) The City Manager shall create, recommend and manage a transparent public processes.

- b) The appointed community advisory committee’s purpose is to review efforts across the country to repair the damage done by slavery and race discrimination and use that research and study to improve efforts to close the wealth gap in Cincinnati.
 - c) This community advisory committee shall assist the newly created Office of Equity in its efforts to close the racial wealth gap.
- 2) **City Manager shall develop a process to ensure equity in the distribution of funds and equitable representation of the Community Advisory Committee.**
 - 3) Expenditures must be restricted to projects that meet the statutory criteria for the use of proceeds from the sale of the CSR.
 - 4) City Council will vote on the Community Advisory Committee’s recommendations.
- c. **Second Fund (“Rising 15 Economic Development Fund”) to create economic development opportunities in our underserved neighborhoods:**
- 1) The source of funding for the Rising 15 Economic Development Fund shall be an initial allocation of \$15 million from sources to be determined by the City administration such as the FY ’23 carryover funds, and/or the City’s FY ’24 General Capital Budget, and an annual allocation of up to \$3 million from the City’s General Capital Budget.
 - 2) The Community Advisory Committee will make recommendations to City Council on economic development projects for the Rising 15 neighborhoods.
 - 3) City Council will vote on the Community Advisory Committee’s recommendations.
4. **Economic Inclusion:** City Council adopted an equitable development model in February 2023 as a pilot for the Convention Center. This model shall apply to projects funded through the sale of the railroad, including:
- a. A minimum inclusion of 20% MBE and 10% WBE businesses annually in projects funded with the railway sale dollars.
 - b. Joint ventures with developers that include minority-owned or women-owned developers shall be encouraged to meet the diversity & inclusion goals.
 - c. The City administration shall create a plan for access to capital for minority-owned and women-owned businesses.
 - d. The City shall proactively work to assist minority-owned and women-owned businesses to overcome the barrier of first-time bonding.

5. **Annual Report:** The City will provide an annual report to City Council on the results of the expenditures in the Rising 15 neighborhoods.

 Vice Mayor Jan-Michele Lemon Kearney	 Councilmember Scotty Johnson	 President Pro Tem Victoria Parks
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EXHIBIT A: The "Rising 15" Neighborhoods

Neighborhood	TOTAL POPULATION	Black or African American alone or in combination with one or more other races	Median household income (dollars)
Villages at Roll Hill	1,918	1,720	\$ 11,327
Millvale	1,965	1,802	\$ 12,272
English Woods	361	323	\$ 14,309
Lower Price Hill	1,070	556	\$ 15,987
Queensgate	1,070	556	\$ 15,987
Winton Hills	5,684	4,879	\$ 17,949
South Fairmount	2,181	1,347	\$ 19,343
West End	6,824	5,613	\$ 19,499
East Westwood	2,458	2,046	\$ 20,929
Avondale	11,345	9,662	\$ 24,250
Roselawn	7,039	6,038	\$ 24,575
Mt. Airy	9,210	5,978	\$ 27,920
East Price Hill	15,241	6,013	\$ 30,112
South Cumminsville	702	622	\$ 31,288
North Fairmount	1,590	1,236	\$ 33,882

STATEMENT

President *Pro Tem* Victoria Parks, Councilmember Scotty Johnson, and Vice Mayor Jan-Michele Lemon Kearney filed the “Rising 15” Motion on October 16, 2023 to create a policy to ensure equitable distribution of the proceeds from the sale of the Cincinnati Southern Railway. The Motion was sunset before City Council was able to discuss and consider it. While the “Rising 15” (communities that have seen less investment than other communities and whose residents have the lowest income levels) is sometimes referenced in making policy decisions, it is necessary to formalize this policy through approval by City Council.

necessary to formalize this policy through approval by City Council
(which is sometimes referenced in making policy decisions, it is
than other communities and whose residents have the lowest income
it. While the "rising 12" (communities that have seen less investment
motion was passed before City Council was able to discuss and consider
the proceeds from the sale of the Cincinnati Southern Railway. The
October 12, 2023 to create a policy to ensure equitable distribution of
Vice Mayor Jan-Michele Lemon Kearney filed the "rising 12" motion on
President [unclear] Councilmember Scott Johnson and

JMK

CHA → Healthy Neighborhoods

Date: January 29, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500049

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 5319993
PERMIT TYPE: NEW
CLASS: D5
NAME: LUCY BLUE HOLDINGS LLC
DBA: LUCY BLUE
1301 VINE ST
CINCINNATI OH 45202

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

On December 18, 2024, the Over-the-Rhine Community Council was notified and does not object.

Police Department Recommendation

Objection No Objection

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: February 7, 2025.

Date: January 29, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500091

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 1468565
PERMIT TYPE: NEW
CLASS: D5
NAME: CHURCH EVENTS LLC
DBA: NONE LISTED
118 W NINTH ST
CINCINNATI OH 45202

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

On December 18, 2024, the Downtown Residents Council was notified and does not object.

Police Department Recommendation

Objection No Objection

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: February 7, 2025.

Date: January 29, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500093

Subject: Liquor License – TREX

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 7067624
PERMIT TYPE: TREX
CLASS: D5
NAME: 327 PROMOTION GROUP & MARKETING LLC
DBA: NONE LISTED
637 WALNUT ST
CINCINNATI OH 45202

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

On December 27, 2024, the Downtown Residents Council was notified and does object.

Police Department Recommendation

Objection No Objection

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

Objection No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: February 20, 2025.

Date: 1/29/2025

To: Mayor and Members of City Council 202500115
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Asian Food Fest 2025**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Asian Food Fest 2025
EVENT SPONSOR/PRODUCER: Cincinnati USA Regional Chamber
CONTACT PERSON: Robert Weidle
LOCATION: Court Street between Race St and Walnut St
DATE(S) AND TIME(S): 04/26/2025 11:00am—04/27/2025 8:00pm
EVENT DESCRIPTION: An annual festival celebrating cuisine and culture from all across Asia. The festival also features performances from Asian cultural organizations from around the region, live music, comedy, and more.
ANTICIPATED ATTENDANCE: 100,000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: Cincinnati USA Regional Chamber

cc: Colonel Teresa A. Theetge, Police Chief

Date: 01/29/2025

202500116

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: The Lytle Park Hotel Wine Festival 2025**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: The Lytle Park Hotel Wine Festival
EVENT SPONSOR/PRODUCER: The Lytle Park Hotel
CONTACT PERSON: Chris McCutcheon
LOCATION: Lytle Park
DATE(S) AND TIME(S): 05/17/2025 5:00pm—05/17/2025 8:00pm
EVENT DESCRIPTION: Wine Festival
ANTICIPATED ATTENDANCE: 200
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: The Lytle Park Hotel

cc: Colonel Teresa A. Theetge, Police Chief

Date: 1/29/2025

To: Mayor and Members of City Council 202500117
 From: Sheryl M. M. Long, City Manager
 Subject: **SPECIAL EVENT PERMIT APPLICATION: (Paddlefest)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Paddlefest
EVENT SPONSOR/PRODUCER: Adventure Crew
CONTACT PERSON: Shauna Steigerwald
LOCATION: 2944 Humbert Av. / 435 E. Mehring Way / 3540 Southside Av.
DATE(S) AND TIME(S): 8/1/2025 4:00pm to 09:30pm & 8/2/2025 6:30am to 2:00pm
EVENT DESCRIPTION: Ohio River Paddlefest is the nation's largest paddling celebration, with 2,000 participants traveling up to 9 miles through downtown Cincinnati/Northern Kentucky in canoes, kayaks, and other human-powered craft. The event is a project and fundraiser of Adventure Crew, a 501-c(3) non-profit organization that provides outdoor recreation opportunities to city teens in 30 high schools in Cincinnati and Northern Kentucky.
ANTICIPATED ATTENDANCE: 2,000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (Adventure Crew)

cc: Colonel Teresa A. Theetge, Police Chief

Date: 1/29/2025

To: Mayor and Members of City Council 202500139
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Ault Park Fireworks)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Ault Park Fireworks
EVENT SPONSOR/PRODUCER: Cincinnati Parks
CONTACT PERSON: Lou Sand
LOCATION: Ault Park
DATE(S) AND TIME(S): 7/4/2024 11:00AM to 11:00PM
EVENT DESCRIPTION: Independence Day gathering and fireworks
ANTICIPATED ATTENDANCE: 5,000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (Cincinnati Parks F8 on file)

cc: Colonel Teresa A. Theetge, Police Chief

January 29, 2025

To: Mayor and Members of City Council

202500149

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DCED: Shillito’s West Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant,” to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$1,063,080 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant,” to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$1,063,080 from the Ohio Department of Development (ODOD) through the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant” for additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati.

Shillito’s West is a City-owned property at 137 W. Seventh Street that previously received ODOD grant funding for asbestos remediation, which was completed in 2023. A recent inspection of the property found additional asbestos-containing material in the thermal system insulation pipe, floor tile and mastic, ceiling panels, and other areas, necessitating additional efforts to abate the remaining asbestos. As a local match, \$354,393 will be used from existing capital improvement program project account no. 980x164x231610, “Commercial & Industrial Public Improvements.”

Securing grant funding for the Shillito’s West asbestos remediation project is in accordance with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity” as described on page 103 of Plan Cincinnati. (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CNS

- 2025

AUTHORIZING the establishment of new capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant,” to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati; and **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$1,063,080 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant,” to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati.

WHEREAS, the Shillito’s West building is a City-owned property located at 137 W. Seventh Street in the Central Business District of Cincinnati; and

WHEREAS, a 2019 asbestos survey identified extensive quantities of asbestos throughout the Shillito’s West building, including but not limited to, the drywall joint compound, floor mastic, floor tiles, pipe insulation, duct seam tape, and window glazing; and

WHEREAS, this property previously received Ohio Department of Development (“ODOD”) grant funding for asbestos remediation, and the asbestos abatement work was completed in 2023; and

WHEREAS, a recent inspection of the property found additional asbestos-containing material in the thermal system insulation pipe, floor tile and mastic, ceiling panels, and other areas, necessitating additional efforts to abate all remaining asbestos-containing materials; and

WHEREAS, the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority (collectively “the Port”) have been awarded a \$1,063,080 grant from ODOD for the Shillito’s West asbestos remediation project; and

WHEREAS, the City intends to enter into a subrecipient agreement with the Port to implement the remediation project and provide \$354,393 in matching funds, which includes \$170,231 of prior eligible expenses and \$184,162 of newly committed funding from existing capital improvement program project account no. 980x164x231610, “Commercial & Industrial Public Improvements,” and slightly exceeds the 25 percent match amount required by ODOD; and

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

WHEREAS, securing grant funding for the Shillito’s West asbestos remediation project is in accordance with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity” as described on page 103 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the establishment of new capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant,” is authorized to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$1,063,080 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251624, “Shillito’s West Remediation – ODOD Grant,” to provide additional asbestos abatement to real property located at 137 W. Seventh Street in the Central Business District of Cincinnati.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk



January 29, 2025

To: Mayor and Members of City Council

202500151

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CRC: Camp Washington Skate Park Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” to provide grant resources for the construction of a skate park at the Camp Washington Recreation Area; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$300,000 from the Land and Water Conservation Fund (ALN 15.916), awarded by the Ohio Department of Natural Resources, to newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” to provide resources for the construction of a skate park at the Camp Washington Recreation Area; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant.”

Approval of this Emergency Ordinance would authorize the City Manager to accept and appropriate a grant in the amount of up to \$300,000 from the Land and Water Conservation Fund awarded by the Ohio Department of Natural Resources (ODNR) to newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” for a skate park at the Camp Washington Recreation Area.

On October 25, 2023, the City Council passed Ordinance No. 0350-2023, which authorized the City Manager to apply for a grant from the Land and Water Conservation Fund awarded by the ODNR to construct a new skate park at the Camp Washington Recreation Area. The City was awarded a grant of up to \$300,000 and Council authorization is required to accept and appropriate these grant resources. The grant requires a fifty percent local match, which will be provided by resources available in existing capital improvement program project account no. 980x199x241900, “Outdoor Facility Renovation.” There are no new FTEs/full time equivalents required by the grant.

Securing grant resources for the construction of a skate park is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 147-152 of Plan Cincinnati (2012).

The reason for the emergency is to ensure that the required work will be completed within the established grant timeline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

MSS

-2025

AUTHORIZING the establishment of capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” to provide grant resources for the construction of a skate park at the Camp Washington Recreation Area; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$300,000 from the Land and Water Conservation Fund (ALN 15.916), awarded by the Ohio Department of Natural Resources, to newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” to provide resources for the construction of a skate park at the Camp Washington Recreation Area; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant.”

WHEREAS, on October 25, 2023, Council passed Ordinance No. 350-2023 authorizing the City Manager to apply for a grant from the Land and Water Conservation Fund (ALN 15.916), awarded by the Ohio Department of Natural Resources, to provide resources to construct a new skate park at the Camp Washington Recreation Area; and

WHEREAS, the City was awarded a grant of up to \$300,000 from the Land and Water Conservation Fund, and Council authorization is required to accept and appropriate the grant resources; and

WHEREAS, the grant requires a local match of fifty percent, which will be provided from existing resources in capital improvement program project account no. 980x199x241900, “Outdoor Facility Renovation”; and

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

WHEREAS, securing grant resources for the construction of a skate park is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 147-152 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” is established to provide grant resources for the construction of a skate park at the Camp Washington Recreation Area.

Section 2. That the City Manager is authorized to accept and appropriate a grant of up to \$300,000 from the Land and Water Conservation Fund, awarded by the Ohio Department of

Natural Resources, to newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant,” to provide resources for the construction of a skate park at the Camp Washington Recreation Area.

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 980x199x251925, “Camp Washington Skate Park – ODNR Grant.”

Section 4. 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 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 to ensure that the required work will be completed within the established grant timeline.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

January 29, 2025

To: Mayor and Members of City Council 202500152

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Cincinnati Fire Department (CFD): UC Physicians Monetary Donation**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation of up to \$18,250 from the University of Cincinnati Physicians to provide resources for necessary training equipment for the Cincinnati Fire Department’s Paramedic School; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fire Grants and Donations Fund revenue account no. 472x8571.

Approval of this Ordinance would authorize the City Manager to accept and appropriate a donation of up to \$18,250 from the University of Cincinnati (UC) Physicians for the purpose of providing resources for necessary training equipment for the Cincinnati Fire Department’s Paramedic School. This Ordinance further authorizes the Finance Director to deposit the donated funds into Fire Grants and Donations Fund revenue account no. 472x8571.

The Cincinnati Fire Department owns, manages, and administers the Paramedic School program and its equipment. UC Physicians provide instructional support for paramedic training. UC Physicians has traditionally purchased training equipment with program fees, but new rules restrict their ability to make the necessary capital purchases. This donation will serve as a reimbursement to the Fire Department for the purchase of a simulation mannequin and other training equipment.

There are no new FTEs/full time equivalents or matching funds associated with the donation.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to accept and appropriate a donation of up to \$18,250 from the University of Cincinnati Physicians to provide resources for necessary training equipment for the Cincinnati Fire Department’s paramedic school; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fire Grants and Donations Fund revenue account no. 472x8571.

WHEREAS, the Cincinnati Fire Department (“CFD”) owns, manages, and administers the Paramedic School program and its equipment; and

WHEREAS, University of Cincinnati Physicians (“UC Physicians”) provides instructional support for paramedic training; and

WHEREAS, UC Physicians traditionally has paid for the necessary training equipment for the paramedic school through program fees, but new rules do not allow it to make the necessary capital purchases so UC Physicians would prefer to make a donation to CFD to reimburse it for the purchase of a simulation mannequin and other training equipment; and

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

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

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

Section 1. That the City Manager is authorized to accept and appropriate a donation of up to \$18,250 from the University of Cincinnati Physicians to provide resources for necessary training equipment for the Cincinnati Fire Department’s paramedic school.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Fire Grants and Donations Fund revenue account no. 472x8571.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

January 29, 2025

To: Mayor and Members of City Council

202500158

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DCED: Poste II Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” for Voluntary Action Program-compliant environmental assessments and preparation of a remedial action plan for the real property located at 750, 752, and 758 E. McMillan Street in the Walnut Hills neighborhood of Cincinnati (“the Poste II site assessment”); and **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$205,131 from the Ohio Department of Development through the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” for the Poste II site assessment.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate up to \$205,131 from the Ohio Department of Development (ODOD) through the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” for the Poste II site assessment.

The City acquired 750, 752, and 758 E. McMillan Street in the Walnut Hills neighborhood for redevelopment purposes in 2010. Prior to the city’s ownership of 752 and 758 E. McMillan Street, the structures were used as dry cleaners. As a result, the City needs to complete Voluntary Action Program-compliant environmental assessments and prepare a remedial action plan to inform remediation and/or seek potential redevelopment opportunities at the sites. As a local match, \$68,467 will be used from existing capital improvement program project account no. 980x164x231610, “Commercial & Industrial Public Improvements.”

Securing grant funding for the Poste II site assessment and development of a remediation action plan project is consistent with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity” as described on page 103 of Plan Cincinnati. (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

CNS

- 2025

AUTHORIZING the establishment of new capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” for Voluntary Action Program-compliant environmental assessments and preparation of a remedial action plan for the real property located at 750, 752, and 758 E. McMillan Street in the Walnut Hills neighborhood of Cincinnati (“the Poste II site assessment”); and **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$205,131 from the Ohio Department of Development through the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” for the Poste II site assessment.

WHEREAS, in 2010, the City acquired 750, 752, and 758 E. McMillan Street in the Walnut Hills neighborhood of Cincinnati for redevelopment purposes; and

WHEREAS, prior environmental assessments revealed that structures at 752 and 758 E. McMillan Street were formerly used as dry cleaners, though the structures at those locations have since been demolished; and

WHEREAS, due to the former use of 752 and 758 E. McMillan Street as dry cleaners, the City needs to complete Voluntary Action Program-compliant environmental assessments and prepare a remedial action plan to inform remediation and/or seek potential redevelopment opportunities at the sites (“the Poste II site assessment”); and

WHEREAS, the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority (collectively “the Port”) have been awarded a \$205,131 grant from the Ohio Department of Development (“ODOD”) for the Poste II site assessment; and

WHEREAS, the City intends to enter into a subrecipient agreement with the Port to implement the Poste II site assessment and provide \$68,467 of matching funds, the 25 percent match amount required by ODOD, which includes \$6,202 of future City staff time and \$62,265 of newly committed resources from existing capital improvement program project account no. 980x164x231610, “Commercial & Industrial Public Improvements”; and

WHEREAS, securing grant funding for the Poste II site assessment and development of a remediation action plan project is consistent with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity” as described on page 103 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the establishment of new capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” is authorized for Voluntary Action

Program-compliant environmental assessments and preparation of a remedial action plan for the real property located at 750, 752, and 758 E. McMillan Street in the Walnut Hills neighborhood of Cincinnati (“the Poste II site assessment”).

Section 2. That the City Manager is authorized to accept and appropriate a grant of up to \$205,131 from the Ohio Department of Development through the Port of Greater Cincinnati Development Authority to newly established capital improvement program project account no. 980x164x251620, “ODOD Poste II Assessment – Grant,” for the Poste II site assessment.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

January 29, 2025

To: Mayor and Members of City Council

202500159

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2024 Ohio Drug Law Enforcement Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$108,000 from the FY 2024 Ohio Drug Law Enforcement Fund through the Ohio Department of Public Safety, Office of Criminal Justice Services, to provide resources for personnel costs related to investigations conducted pursuant to Title III of the Federal Omnibus Crime Control and Safe Streets Act of 1968; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 25ODLE.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$108,000 from the FY 2024 Ohio Drug Law Enforcement Fund through the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services (OCJS), to provide resources for personnel costs related to investigations conducted pursuant to Title III of the Federal Omnibus Crime Control and Safe Streets Act of 1968. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 25ODLE.

Electronic surveillance is cost-intensive, progressive, and requires tremendous amounts of employee time. These grant resources will supplement Cincinnati Police Department (CPD) resources to aid in the disruption and dismantling of drug trafficking organizations operating in Cincinnati, thereby reducing illicit drug distribution, decreasing overdoses and overdose fatalities, and reducing drug-related violence and crime.

The grant requires matching resources of up to \$36,000. This match will be provided from CPD investigators' on-duty time. There are no new FTEs/full time equivalents associated with this grant.

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

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$108,000 from the FY 2024 Ohio Drug Law Enforcement Fund through the Ohio Department of Public Safety, Office of Criminal Justice Services, to provide resources for personnel costs related to investigations conducted pursuant to Title III of the Federal Omnibus Crime Control and Safe Streets Act of 1968; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 25ODLE.

WHEREAS, a grant of up to \$108,000 is available from the Ohio Department of Public Safety, Office of Criminal Justice Services, to fund personnel costs related to investigations conducted pursuant to Title III of the Federal Omnibus Crime Control and Safe Streets Act of 1968, which establishes procedures for lawful electronic surveillance; and

WHEREAS, electronic surveillance is cost-intensive, progressive, and requires a tremendous amount of employee time; and

WHEREAS, this grant will supplement Cincinnati Police Department (“CPD”) resources to aid in the disruption and dismantling of drug trafficking organizations operating in Cincinnati, thereby reducing illicit drug distribution, decreasing overdoses and overdose fatalities, and reducing drug-related violence and crime; and

WHEREAS, this grant requires an in-kind match of up to \$36,000 in value, which will be provided through CPD investigators’ on-duty time; and

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

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

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$108,000 from the FY 2024 Ohio Drug Law Enforcement Fund through the Ohio Department of Public Safety, Office of Criminal Justice Services to provide resources for

personnel costs related to investigations conducted pursuant to Title III of the Federal Omnibus Crime Control and Safe Streets Act of 1968.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 25ODLE.

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

January 29, 2025

To: Mayor and Members of City Council

202500162

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Exemption Agreement with 510 W Liberty, LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 510 W Liberty, LLC, thereby authorizing a twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 510 W. Liberty Street in the West End neighborhood of Cincinnati, in connection with the remodeling of two existing buildings into approximately 5,875 square feet of residential space consisting of approximately 13 residential rental units, at a total remodeling cost of approximately \$766,717.

STATEMENT

HOUSING: The additional housing units this project will help alleviate Cincinnati’s strained housing market and will activate a vacant and blighted building in the West End neighborhood.

BACKGROUND/CURRENT CONDITIONS

The project is located at 510 and 512 W Liberty Street in the West End neighborhood. The project consists of two vacant three-story buildings. Once completed, the buildings will consist of 13 market-rate residential units that will be naturally affordable to households not exceeding 50% AMI. The unit will consist of studio apartments and one-bedroom apartments.

DEVELOPER INFORMATION

510 W Liberty LLC is an Ohio-based company, owned by Stuart Naeny, Michael Basch, and Allison Naeny. The parties will serve as the general contractor and developer of the project. Their prior development experience includes the substantial renovation of 1405 Walnut Street into three units and 18 Mulberry Street which was a 13 units renovation that was completed in July of 2024.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. This is an emergency ordinance because the CRA is needed as a condition to close on financing.

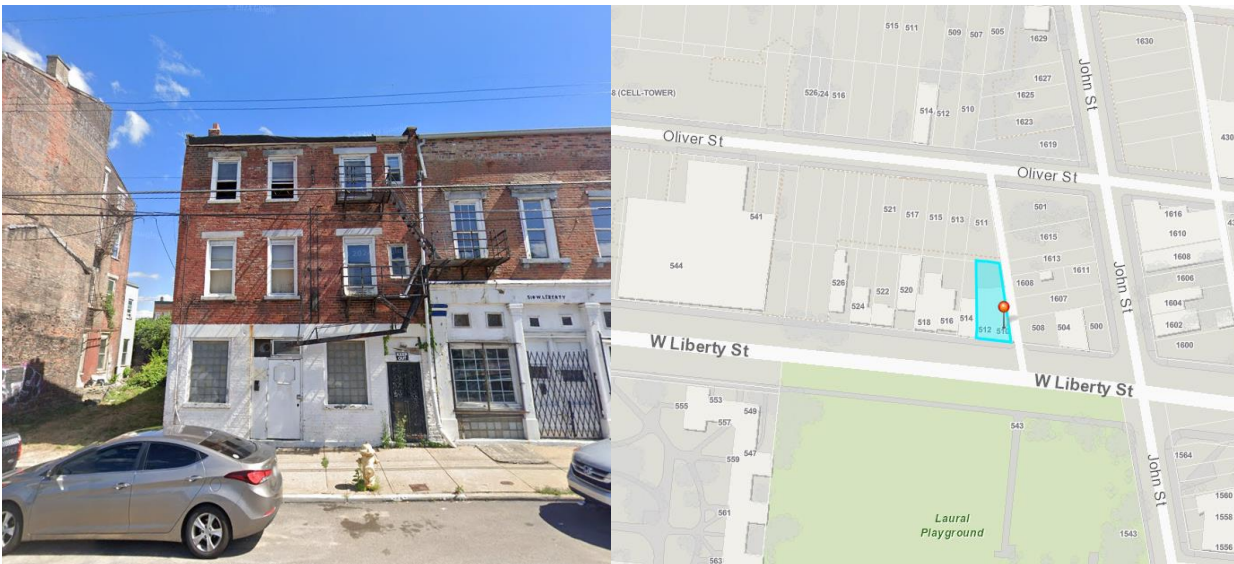
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	510 W Liberty Street CRA
Street Address	510 W Liberty Street
Neighborhood	West End
Property Condition	Vacant Buildings
Project Type	Rehabilitation
Project Cost	Hard Construction Costs: \$766,717 Acquisition Costs: \$4,500 Soft Costs: \$73,100 Total Project Cost: \$844,317
Private Investment	Developer Equity: \$168,864
Sq. Footage by Use	Residential: 5,875 Office: 0 SF
Number of Units and Rent Ranges	6 studio units at \$830 each, 7 one-bedroom units at \$875 each
Median 1-BD Rent Affordable To	Salary: \$33,200 - 35,000 City Job Classification: Health Caseworker, Card Punch Operator, Wastewater Collect Pipelayer
Jobs and Payroll	Created FTE Positions: 0 Total Payroll for Created FTE Positions: 0 Average Salary for Created FTE Positions: 0 Construction FTE Positions: 37 Total Payroll for Construction FTE Positions: \$327,000
Location and Transit	Located within West End Transit Score: 66
Community Engagement	Yes and a letter of support was secured specifically for any zone changes or variances needed .
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 164) Sustain Initiative Area Goal 2 (p.193)

Project Image and Site Map



Proposed Incentive

Incentive Terms	12-year, net 52%
Incentive Application Process	Commercial CRA – Neighborhood
“But For” (0-3 points)	Without Abatement: 4% rate of return (stabilized) With Abatement: 8% rate of return (stabilized) Project would not proceed without an abatement and the CRA is needed to secure the private financing. (3 points)
Environmental Building Certification (0-5 points)	Not Applicable
VTICA (0-8 points)	Streetcar VTICA – 15% (8 points)
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	Not Applicable
Other Incentives & Approvals	Not Applicable

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$6,299
Total Term Incentive to Developer	\$75,588
City's Portion of Property Taxes Forgone (Term)	\$0
City's TIF District Revenue Forgone (Term)	\$106,115

Public Benefit		Value
CPS PILOT	Annual	\$3,997
	Total Term	\$47,970
VTICA	Annual	\$1,817
	Total Term	\$21,804
Income Tax Total Term (Maximum)		\$114,332
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		\$184,106

Total Public Benefit ROI*	\$2.44
City's ROI**	\$1.08

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

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

For Reference: 2024 Cincinnati MSA Area Median Income Limits

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

EMERGENCY

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- 2025

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 510 W Liberty, LLC, thereby authorizing a twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 510 W. Liberty Street in the West End neighborhood of Cincinnati, in connection with the remodeling of two existing buildings into approximately 5,875 square feet of residential space consisting of approximately 13 residential rental units, at a total remodeling cost of approximately \$766,717.

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, 510 W Liberty, LLC (the “Company”) desires to remodel two existing buildings on real property at 510 W. Liberty Street located within the corporate boundaries of the City of Cincinnati into approximately 5,875 square feet of residential space consisting of approximately 13 residential rental 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 \$27,256; 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 15 percent of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a citywide basis; and

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with 510 W Liberty, LLC (the “Agreement”), thereby authorizing a twelve-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 510 W. Liberty Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of two existing buildings into approximately 5,875 square feet of residential space consisting of approximately 13 residential rental units, to be completed at a total remodeling cost of approximately \$766,717.

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 510 W LIBERTY, LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 510 W. Liberty Street, Cincinnati, Ohio 45214 (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 the 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, 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. The Company acknowledges that the West End neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the West End neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the West End neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- P. This Agreement has been authorized by Ordinance No. _____-2025, passed by Cincinnati City Council on _____, 2025.
- Q. 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 two existing buildings on the Property into approximately 5,875 square feet of residential space consisting of approximately 13 residential rental units (the "Improvements") at an estimated aggregate cost of \$766,717 to commence after the execution of this Agreement and to be completed no later than August 1, 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 12 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 2038 or (ii) the end of the 12th 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)(7), 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) 37 full-time temporary construction jobs, and (ii) 1 part-time permanent job 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) \$327,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (ii) \$10,000 of additional annual payroll with respect to the part-time permanent job.

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. 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:

510 W Liberty, LLC
Attn: Stuart Naeny
8718 Sturbridge Dr.
Cincinnati, Ohio 45236

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

510 W LIBERTY, LLC,
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: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Formerly described as follows:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio: And known as being in the following described real estate, to wit:

The following real estate, situate in Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

All that lot of land known as Lot No. 44 and part of Lot 45 in Block "D" of Wade and Dudley's Subdivision of said Block in Section 19, Township 3, Fractional Range 2 of the Miami Purchase, beginning at the Northwest corner of Liberty Street and Snyder Alley;

Thence Westwardly on the North side of Liberty Street, forty-four (44) feet;

Thence Northwardly eighty-seven and one-half (87 1/2) feet;

Thence Eastwardly thirty (30) feet to said alley;

Thence along the West side of said alley to the place of beginning.

Also all that portion of Lot No. 45 in the same Block, Subdivision, Township and Range as the above Lot No. 44, and lying next adjacent on the West to the South portion thereof, and described as follows:

Beginning in the North line of Liberty Street at a point in the Southwest corner of Lot No. 44 as above conveyed;

Thence Northwardly along the West line thereof twenty (20) feet to a point;

Thence Southwardly twenty (20) feet to a point in the North line of Liberty Street two (2) feet West of the Southwest corner of said Lot No. 44, and thence east along the North line of Liberty Street two (2) feet to the point of beginning; said property being known and numbered Five Hundred Ten (510) and Five Hundred Twelve (512) West Liberty Street, Cincinnati, Ohio.

[Legal Description of Property Continues on the Following Page]

Now described as follows:

Situate in Section 19, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lot 44 and part of Lot 45 of the Ambrose Dudley's Subdivision as recorded in Deed Book 99, Pg. 146 and being all of a tract conveyed to Hamilton County Land Reutilization Corporation in O.R. 13827, Pg. 385 and being more particularly described as follows:

Beginning at the intersection of the west line of Snyder Alley, 10.5' R/W and the north line of W. Liberty Street, 50' R/W and being 0.2 feet north and 0.3 feet west of an existing building corner; thence with the north line of said W. Liberty Street, North 84°01'23" West, 46.00 feet to a point being 0.1 feet west of an existing building corner; thence with the east line of a tract conveyed to LDK Properties, LLC in O.R. 11525, Pg. 1447 and also generally along the west face of an existing three story building the following two courses; North 04°41'17" East, 19.85 feet to a point; thence North 01°02'59" West, 68.73 feet to a set 5/8" iron pin with a plastic cap stamped "JDF 7902"; thence with the south line of a tract conveyed to MRCD Synergies, LLC in O.R. 10523, Pg. 1786, South 84°01'23" East, 30.00 feet to a set cross notch in the west line of said Snyder Alley; thence with the west line of said Snyder Alley, South 09°47'00" East, 91.51 feet to the Place of Beginning. Containing 0.0753 Acres of land more or less. Bearings based on NAD83(2011). Subject to all legal highways, easements and restrictions of record. This description is based on a survey performed under the direction of James D. Fago, Ohio Reg. No. 7902.

Address: 510 W. Liberty Street, Cincinnati, Ohio 45214
Parcel No.: 133-0006-0175-00

{00412217-5}

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Daniel, Vanessa

202501169

From: webapp@cincinnati-oh.gov
Sent: Monday, January 27, 2025 9:17 PM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Update/Termination Form

Follow Up Flag: Follow up
Flag Status: Flagged

=====
Submitted on: 01/27/2025

APPLICATION TYPE: Update/Termination
LOBBYIST COMPANY NAME: Everytown for Gun Safety Action Fund
LOBBYIST FNAME: Mary
LOBBYIST LNAME: Kenah
LOBBYIST ADDRESS: PO Box 4184
LOBBYIST PHONE: 6463248250
LOBBYIST EMAIL: kenahet@everytown.org
LOBBYIST OCCUPATION: Policy Counsel
LOBBYIST POSITION: Policy Counsel
UPDATE TYPE: Standard Update
TERMINATION DATE:
UPDATE PERIOD: July 1 though December 31
ORDINANCES: None.
RESOLUTIONS: None.
LEGISLATION TYPE ADDITIONAL: No
LEGISLATION TYPE:
LEGISLATION TYP OTHER:
LEGISLATION DESCRIPTION: N/A
FT1 - OFFICIAL:
FT1 - LOBBYIST:
FT1 - PURPOSE:
FT1 - DATE:
FT1 - VALUE:
FT2 - OFFICIAL:
FT2 - LOBBYIST:
FT2 - PURPOSE:
FT2 - DATE:
FT2 - VALUE:
FT3 - OFFICIAL:
FT3 - LOBBYIST:
FT3 - PURPOSE:
FT3 - DATE:
FT3 - VALUE:

CERTIFY: Yes

SIGNATURE: Mary Kenah



Daniel, Vanessa

202500169

From: webapp@cincinnati-oh.gov
Sent: Tuesday, January 21, 2025 4:25 PM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Update/Termination Form

Submitted on: 01/21/2025

APPLICATION TYPE: Update/Termination
LOBBYIST COMPANY NAME: Uber Technologies, Inc.
LOBBYIST FNAME: Freddi
LOBBYIST LNAME: Goldstein
LOBBYIST ADDRESS: 1725 Third Street
LOBBYIST PHONE: 202-794-7387
LOBBYIST EMAIL: bseitelman@multistate.us
LOBBYIST OCCUPATION: Government Relations
LOBBYIST POSITION: Communications Manager
UPDATE TYPE: Standard Update
TERMINATION DATE:
UPDATE PERIOD: July 1 though December 31
ORDINANCES: Legislation related to TNC and DNC services
RESOLUTIONS: N/A
LEGISLATION TYPE ADDITIONAL: No
LEGISLATION TYPE:
LEGISLATION TYP OTHER:
LEGISLATION DESCRIPTION:
FT1 - OFFICIAL:
FT1 - LOBBYIST:
FT1 - PURPOSE:
FT1 - DATE:
FT1 - VALUE:
FT2 - OFFICIAL:
FT2 - LOBBYIST:
FT2 - PURPOSE:
FT2 - DATE:
FT2 - VALUE:
FT3 - OFFICIAL:
FT3 - LOBBYIST:
FT3 - PURPOSE:
FT3 - DATE:
FT3 - VALUE:
CERTIFY: Yes
SIGNATURE: Freddi Goldstein

San Francisco 94158

Daniel, Vanessa

202500/70

From: webapp@cincinnati-oh.gov
Sent: Wednesday, January 22, 2025 10:55 AM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Update/Termination Form

Submitted on: 01/22/2025

APPLICATION TYPE: Update/Termination
LOBBYIST COMPANY NAME: AARP Ohio
LOBBYIST FNAME: Nicole
LOBBYIST LNAME: Ware
LOBBYIST ADDRESS: 41 S High Street, Suite 3550, Columbus, OH, 43215
LOBBYIST PHONE: 513 266 9062
LOBBYIST EMAIL: bseitelman@multistate.us
LOBBYIST OCCUPATION: Government Relations
LOBBYIST POSITION: Associate State Director, Advocacy & Community Engagement
UPDATE TYPE: Termination of Engagement
TERMINATION DATE: 11/15/2024
UPDATE PERIOD: July 1 though December 31
ORDINANCES: N/A
RESOLUTIONS: N/A
LEGISLATION TYPE ADDITIONAL: No
LEGISLATION TYPE:
LEGISLATION TYP OTHER:
LEGISLATION DESCRIPTION:
FT1 - OFFICIAL:
FT1 - LOBBYIST:
FT1 - PURPOSE:
FT1 - DATE:
FT1 - VALUE:
FT2 - OFFICIAL:
FT2 - LOBBYIST:
FT2 - PURPOSE:
FT2 - DATE:
FT2 - VALUE:
FT3 - OFFICIAL:
FT3 - LOBBYIST:
FT3 - PURPOSE:
FT3 - DATE:
FT3 - VALUE:
CERTIFY: Yes
SIGNATURE: Nicole Ware



202500146

Anna Albi
Councilmember

January 22, 2025

MOTION

We MOVE that the FY26 Human Services Impact Award be spent on food insecurity as part of the broader gun violence prevention bucket. ~~This Impact Award would be used specifically for a grocery delivery pilot project.~~

We FURTHER MOVE that the Administration provide a report and presentation to City Council within 60 days providing more details on the program design and alignment to the Achieving Change Together (ACT) blueprint for violence reduction.

Anna Albi

Councilmember Anna Albi

Jamille Lister

Marta P. D.

Evan Nolan

MEMORANDUM

By-leave on B&F 1/27

DATE

TO: [Faint text]

FROM: [Faint text]

APPROVED

[Handwritten signature]

[Handwritten signature]



Meeka D. Owens
Cincinnati City Council

January 24th, 2025

Funding for Human Services Organizations Realignment

WE MOVE that the administration prepare an updated Human Services Fund ordinance with the following revisions.

FURTHER WE MOVE that Council have the ability to declare, define, and identify the focus area for the FY26 Impact Award.

FURTHER WE MOVE that the percentages for the Human Services Funding Priority areas be adjusted to the following amounts for FY26 and FY27:

- Impact Award – 10%
- Comprehensive Workforce Development Support – 26%
- Youth Gun Violence Prevention and Reduction – 26%
- Supporting, Securing, Stabilizing Housing for High-Risk Populations – 26%
- Project LIFT – 10%
- Overhead – 2%

FURTHER WE MOVE that in the hopes of reducing duplication and improving efficiency the following Leveraged Support Categories not be present in the FY26 and FY27 budgets as they are closely aligned with current Human Services Funding Priorities:

- Homelessness and Eviction Prevention
- Human Services and Violence Prevention
- Workforce Programming and Poverty Reduction

FURTHER WE MOVE that there be a consideration by the administration during the administration's budget recommendation that there be an increase to the Human Services Fund to represent the additional needs of service providers in those former Leveraged Support Categories.

Councilmember Meeka D. Owens



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DR
1-23-23
B&F

Main body of the document containing several paragraphs of faint, mostly illegible text.

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

January 23, 2025

To: Mayor and Members of City Council

202500109

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Police: Redirection of Monetary Donation from the Joseph Family

Attached is an Emergency Ordinance captioned:

AUTHORIZING the redirection of a donation from the Joseph Family of \$5,000 from existing capital improvement program project account no. 980x255x182513, “Replacement Facilities – Police District 5,” to the unappropriated surplus of Public Safety Special Projects Fund 456 to be used to support the Cincinnati Police Department’s Community Relations Squad.

This Emergency Ordinance authorizes the redirection of a donation from the Joseph Family from existing capital improvement program project account no. 980x255x182513, “Replacement Facilities – Police District 5,” to the unappropriated surplus of Public Safety Special Projects Fund 456 to be used to support the Cincinnati Police Department’s (CPD) Community Relations Squad.

The Joseph Family generously donated \$5,000 to provide resources to replace Police District 5 facilities. The Joseph Family expressed a desire to redirect the donation so that funds can be used to support CPD’s Community Relations Squad.

Redirecting the donation to the Community Relations Squad is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati Community” as described on pages 209-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure timely use of donated resources.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

KKF

- 2025

AUTHORIZING the redirection of a donation from the Joseph Family of \$5,000 from existing capital improvement program project account no. 980x255x182513, “Replacement Facilities – Police District 5,” to the unappropriated surplus of Public Safety Special Projects Fund 456 to be used to support the Cincinnati Police Department’s Community Relations Squad.

WHEREAS, the Cincinnati Police Department (“CPD”) received a generous donation from the Joseph Family of \$5,000 to provide resources to replace Police District 5 facilities; and

WHEREAS, the Joseph Family expressed a desire to redirect the donation so the funds can be used to support CPD’s Community Relations Squad; and

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

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

Section 1. That \$5,000 in donated resources from the Joseph Family is authorized to be redirected from existing capital improvement program project account no. 980x255x182513, “Replacement Facilities – Police District 5,” to the unappropriated surplus of Public Safety Special Projects Fund 456 to be used to support the Cincinnati Police Department’s Community Relations Squad.

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure timely use of donated resources.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

January 27, 2025

To: Members of the Budget and Finance Committee

202500156

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: Sundance Film Festival In-Kind Donation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept in-kind donations from the Sundance Film Festival and Film Cincinnati for the Mayor, the City Manager, and one City Manager’s Office employee to attend the four-day 2025 Sundance Film Festival beginning on January 23, 2025, in Park City, Utah.

This Emergency Ordinance authorizes the City Manager to accept an in-kind donation from the Sundance Film Festival (the “Festival”) in coordination with Film Cincinnati (the Greater Cincinnati Northern Kentucky Film Commission) for the Mayor, the City Manager, and one City Manager’s Office employee to attend the four-day 2025 Sundance Film Festival beginning on January 23, 2025, in Park City, Utah.

The City of Cincinnati is one of three finalists to host the Sundance Film Festival, held by the Sundance Institute, beginning in 2027. The in-kind donations will cover the cost of the Festival registration, ground transportation, film screenings and other Festival events, promotional items, and food for the Mayor, the City Manager, and one City Manager’s Office employee.

Upon completion of the Festival, the City Manager’s Office will provide a report to the Director of Finance detailing the values of the in-kind donation. Acceptance of this in-kind donation requires no matching funds, and no new FTEs/full time equivalents are associated with acceptance of this donation.

Acceptance of this in-kind donation is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149 – 152 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the in-kind donations for the Mayor, the City Manager, and one City Manager’s Office employee to attend the 2025 Sundance Film Festival beginning on January 23, 2025.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CMZ

-2025

AUTHORIZING the City Manager to accept in-kind donations from the Sundance Film Festival and Film Cincinnati for the Mayor, the City Manager, and one City Manager’s Office employee to attend the four-day 2025 Sundance Film Festival beginning on January 23, 2025, in Park City, Utah.

WHEREAS, the City of Cincinnati is one of three finalists to host the Sundance Film Festival, held by the Sundance Institute, beginning in 2027; and

WHEREAS, the Sundance Film Festival, in coordination with Film Cincinnati (the Greater Cincinnati Northern Kentucky Film Commission), offered to provide funding for the Mayor, the City Manager, and one City Manager’s Office employee to attend the four-day 2025 Sundance Film Festival (the “Festival”) in Park City, Utah beginning on January 23, 2025; and

WHEREAS, the in-kind donations will cover the cost of the Festival registration, ground transportation, film screenings and other Festival events, promotional items, and food for the Mayor, the City Manager, and one City Manager’s Office employee; and

WHEREAS, the Festival is an annual film festival held by the Sundance Institute; and

WHEREAS, the expenses associated with this in-kind donation are ordinary, customary, and necessary for travel to Park City, Utah to attend the Festival; and

WHEREAS, upon completion of the Festival, the City Manager’s Office will provide a report to the Director of Finance detailing the values of the in-kind donation; and

WHEREAS, acceptance of this in-kind donation requires no matching funds, and no new FTEs/full time equivalents are associated with acceptance of this donation; and

WHEREAS, acceptance of this in-kind donation is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149 – 152 of Plan Cincinnati (2012).

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

Section 1. That the City Manager is authorized to accept in-kind donations from the Sundance Film Festival and Film Cincinnati (the Greater Cincinnati Northern Kentucky Film

Commission) for the Mayor, the City Manager, and one City Manager’s Office employee to attend the four-day 2025 Sundance Film Festival beginning on January 23, 2025, in Park City, Utah.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the in-kind donations for the Mayor, the City Manager, and one City Manager’s Office employee to attend the 2025 Sundance Film Festival beginning on January 23, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

January 23, 2025

To: Mayor and Members of City Council

202500111

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – 47 William H Taft Rd. Public Infrastructure Improvements

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with Corryville Community Development Corporation, providing for a grant from the City to fund streetscape and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$1,106,558 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 streetscape improvements and other public infrastructure improvements along to rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$110,000 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 streetscape improvements and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such accounts related to the streetscape and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati, 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 District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

STATEMENT

The investment for public infrastructure improvements provides resources to effectively enhance pedestrian safety and calm high-volume traffic in a strategic area for the Corryville neighborhood and the University of Cincinnati residential area.

BACKGROUND/CURRENT CONDITIONS

Corryville Community Development Corporation (the “Developer” intends to complete public infrastructure improvements adjacent to a forthcoming private development located at 47 William H. Taft Road east of Auburn Avenue, the west side of Auburn

Avenue between William H. Taft Road and E. McMillan Street, and the north side of E. McMillan Street west of Auburn Avenue. The right-of-way infrastructure adjacent to the private development is currently in poor condition with cracked concrete walkways that are narrow and flushed to the adjoining street.

The public infrastructure improvements will include new street curbs, curb bump outs, painted crosswalks, new concrete walks, new street and parking signage, new underground utilities, new streetlights, new tree wells, and new street trees. The overall project will enhance pedestrian safety for local residents, students, and commuters in the Corryville neighborhood as well as the University of Cincinnati campus community at large.

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: <https://www.cincinnati-oh.gov/planning/community-engagement/past-community-engagement-meetings/proposed-use-of-tif-funds-for-public-infrastructure-improvements-at-47-william-howard-taft-rd-in-corryville/>

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 has 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 \$1,106,558 to fund Developer for TIF District eligible costs related to the public infrastructure improvements. The ordinance also provides for \$110,000 for City personnel related costs for administration and oversight of this project.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

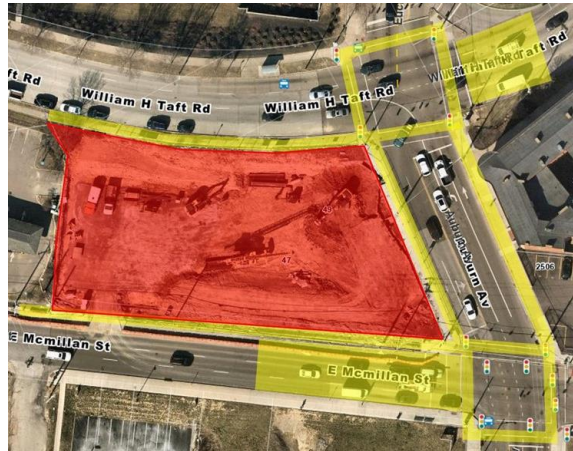
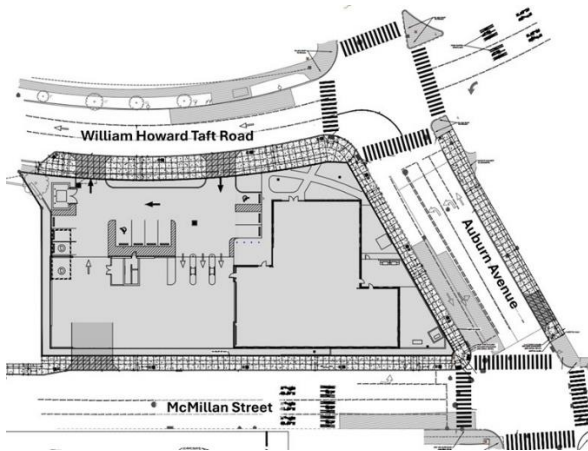
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	47 William H. Taft Public Infrastructure Improvements - CCDC
Street Address	47 William H. Taft Road, Cincinnati, OH 45219
Neighborhood	Corryville
Property Condition	N/A
Project Type	Public Infrastructure Improvements – Right-of-Way
Project Cost	Hard Construction Costs: \$1,013,751.00 Acquisition Costs: \$0.00 Soft Costs: \$22,000.00 Developer Fee: \$50,807.00 Total Project Cost: \$1,106,558.00
Private Investment	Developer Equity: \$0
Jobs and Payroll	Created FTE Positions: 0 Total Payroll for Created FTE Positions: \$0 Average Salary for Created FTE Positions: \$0 Construction FTE Positions: 5 Total Payroll for Construction FTE Positions: \$256,100
Location and Transit	Located along the Reading Road BRT line nearby a future curbside station at the intersections of Vine, McMillan, Calhoun Streets. Transit Score: 57
Community Engagement	Most Recent Presentation Community Council (CC) on 08/13/2024. Community Engagement Meeting held on 10/10/2024. 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	\$1,106,558.00
“But For”	N/A
SBE/MBE/WBE Goals	30% SBE Inclusion Goal
Planning Commission Approval	N/A
Other Incentives & Approvals	N/A

EMERGENCY

SSB

- 2025

AUTHORIZING the City Manager to execute a Funding Agreement with Corryville Community Development Corporation, providing for a grant from the City to fund streetscape and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$1,106,558 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 streetscape improvements and other public infrastructure improvements along to rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of the sum of \$110,000 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 streetscape improvements and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such accounts related to the streetscape and other public infrastructure improvements to public rights-of-way including William H. Taft Road, Auburn Avenue, and McMillan Street in the Corryville neighborhood of Cincinnati, 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 District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Corryville Community Development Corporation (“Developer”) desires to undertake a public infrastructure project adjacent to a forthcoming private development project located at 47 William H. Taft Road, which public infrastructure improvements are to be completed on William H. Taft Road, E. McMillan Street, and Auburn Avenue in the Corryville neighborhood of Cincinnati (the “City ROW”); and

WHEREAS, Developer’s public infrastructure project will consist of improvements including the construction of improved sidewalks, crosswalks, and sidewalk lighting, the addition of bump outs for increased pedestrian safety, and the undergrounding of utility poles and infrastructure in the City ROW, at an estimated total cost of approximately \$1,106,558 (the “Public Infrastructure Project”), all as more fully described in the Funding Agreement attached as Attachment A hereto (the “Agreement”); and

WHEREAS, under the proposed Agreement the City will provide a \$1,106,558 grant to Developer to fund the Public Infrastructure Project; and

WHEREAS, pursuant to Ordinance No. 419-2002, passed on December 18, 2002, Council created the District 9-Corryville District Incentive District (the “TIF District”) to, in part, fund “Public Infrastructure Improvement[s]” (as defined in Section 5709.40 of the Ohio Revised Code) that benefit or serve the TIF District; and

WHEREAS, the Public Infrastructure Project is located within the boundaries of the TIF District; and

WHEREAS, the proposed expenditures set forth in the Agreement are valid public improvements as they will serve the public purpose of creating jobs and other beneficial economic impacts, supporting the revitalization of the Corryville neighborhood business district, improving conditions for students, faculty, staff, and visitors of the University of Cincinnati; 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 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 Public Infrastructure 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; 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 complete certain streetscape improvements and other public infrastructure improvements, including the construction of improved sidewalks, crosswalks, and sidewalk lighting, the addition of bump outs for increased pedestrian safety, and the undergrounding of utility poles and infrastructure along William H. Taft Road, E. McMillan Street, and Auburn Avenue (collectively, the “Public Infrastructure Project”); and (b) the City will make a \$1,106,558 grant to support the Public Infrastructure Project.

Section 2. That the Director of Finance is hereby authorized to transfer and appropriate \$1,106,558.00 from the unappropriated surplus of Corryville Equivalent Fund 488 to the

Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources for the Public Infrastructure 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 \$110,000.00 from the unappropriated surplus of Corryville Equivalent Fund 488 to the Department of Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the Public Infrastructure Project, as allowable by Ohio law.

Section 4. That Council hereby declares that (a) the improvements associated with the Public Infrastructure Project constitute 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, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43; and (b) the Public Infrastructure Improvements serve a public purpose because it will support the revitalization of the Corryville neighborhood business district, improving conditions for students, faculty, staff, and visitors of the University of Cincinnati.

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 releases, terminations, closing documents, agreements, amendments, and other instruments pertaining to the Public Infrastructure 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 Public Infrastructure Project as soon as possible, which will result in the improvement of conditions for visitors to the University of Cincinnati and its surrounding areas at the earliest possible date.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

FUNDING AGREEMENT

between the

CITY OF CINCINNATI,
an Ohio municipal corporation;

and

CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

Project: streetscape and other right-of-way improvements adjacent to
redevelopment project located at 47 William Howard Taft Road
in the Corryville neighborhood of Cincinnati

FUNDING AGREEMENT

This FUNDING AGREEMENT (this “**Agreement**”), effective as of the Effective Date (as defined on the signature page hereof) is made 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 Drive, Cincinnati, Ohio 45219 (“**Developer**”).

Recitals:

A. Developer desires to undertake a public infrastructure project adjacent to a forthcoming private development project located at 47 William Howard Taft Road, which public infrastructure improvements are to be completed along the south side of William H. Taft Road east of Auburn Avenue, the west side of Auburn Avenue between William H. Taft Road and E. McMillan Street, and the north side of E. McMillan Street west of Auburn Avenue, which area is more particularly depicted on Exhibit A (Site Plan) hereto (the “**Project Site**”).

B. Developer’s public infrastructure project at the Project Site will consist of improvements including the construction of improved sidewalks, crosswalks, and sidewalk lighting, the addition of bump outs for increased pedestrian safety, and the undergrounding of utility poles and infrastructure, all as more particularly described on Exhibit B (Statement of Work and Budget) hereto (collectively, the “**Project**”).

C. The City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), desires to provide support for the Project in the form of a grant in an amount not to exceed \$1,106,558 on the terms and conditions set forth in this Agreement (the “**Grant**”), to be used for costs related to the construction of the Project, which will help to revitalize the Corryville neighborhood business district, improving conditions for students, faculty, staff, and visitors of the University of Cincinnati.

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

E. Execution of this Agreement has been authorized by Ordinance No. _____-2025, passed by City Council on _____, 2025, which appropriated funds for the Project, and pursuant to which Council determined that the Project 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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 on which Developer has satisfied all obligations to the City under this Agreement (the “**Term**”). Any and all obligations 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.** Subject to the terms of this Agreement, Developer shall complete the Project in accordance with Exhibit B hereto, no later than the date that is 18 months from the Effective Date hereof (the “**Project Completion Date**”); *provided however*, that upon Developer’s written request and at the DCED Director’s sole and absolute discretion, the City may extend the Project Completion Date by up to 12 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of the Project Completion Date.

3. **Amount and Terms of Grant.** Subject to the terms and conditions of this Agreement, the City agrees to provide the Grant to Developer, in an amount not to exceed \$1,106,558 (the “**Funds**”), which Developer shall use exclusively to pay for construction costs itemized on Exhibit B hereto, and for no other purpose. Notwithstanding anything herein to the contrary, under no circumstances shall the City be obligated to make disbursements of Funds if any portion of the Project does not meet the standards and requirements of the City’s Department of Transportation and Engineering (“**DOT**”). 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. The City shall disburse the Funds in accordance with Exhibit C (Disbursement of Funds) hereto.

4. Due Diligence Materials. Prior to the City's disbursement of any Funds (as defined below), Developer shall provide the below due diligence materials to the City (the "**Due Diligence Materials**"); *provided however*, that the City, in its sole and absolute discretion, may waive the requirement for Developer to provide one or more of the Due Diligence Materials. 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.

(A) Plans and Specifications. Developer must present professionally-prepared plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**") to DCED and DOTE and receive approval of the same from the City.

(B) Budget. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on Exhibit B (as the same may be amended from time to time and approved by the City, the "**Budget**").

(C) Construction Schedule. Developer must present a proposed construction schedule for the Project (as the same may be amended from time to time and approved by the City, the "**Construction Schedule**").

(D) Construction Contract. Developer must present final construction bids for construction of the Project and an executed copy of Developer's construction contract with Developer's general contractor for the Project.

(E) Approval of Contractors. Developer must present a list of proposed contractors and subcontractors for the Project, none of whom shall be identified as being debarred on lists maintained by the City or by the federal or state governments.

(F) Insurance. Developer must deliver proof of insurance as required herein, naming the City as an additional insured.

(G) Project Completion. Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement.

(H) Other Information. Developer must present such other information and documents pertaining to Developer or the Project as the City may reasonably require.

5. Construction.

(A) Construction. Once the City has approved the Due Diligence Materials, Developer shall (i) (a) enter into a construction contract if not previously executed, (b) apply for and receive any required permits for construction of the Project, and (c) commence on-site construction of the Project in accordance with the City approved Plans and Specifications (collectively, "**Construction Commencement**") no later than the date that is 6 months from the Effective Date hereof, unless such date is extended in writing by the City, such extension to be provided in the City's sole and absolute discretion; and (ii) complete construction of the Project in accordance with the City approved Plans and Specifications, Construction Schedule, and all other City approvals, and in a good and workmanlike manner ("**Construction Completion**") no later than the Project Completion Date, unless such date has been extended in accordance with Section 2 hereof.

(B) Surety Bond. Prior to commencing construction, Developer shall provide the City with payment and performance bonds from its general contractor and/or prime subcontractors in the aggregate amount required to be paid under the construction contract(s) for the construction of the Project. The form of the surety bonds shall in all respects be satisfactory to the City and shall entitle Developer and the City to enforce the surety bonds directly against the issuers thereof in the event the work covered by the bonds is not satisfactorily completed in a timely manner as required under this Agreement.

(C) 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 construction of the Project, including, without limitation,

those set forth on Exhibit D (Additional Requirements) hereto. The City makes no representations or other assurances to Developers that Developers 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 Planning and Engagement, DOTE, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(D) Verification of Construction Costs. During construction of the Project and upon completion thereof, Developer shall provide the City with verification of actual construction costs for the Project, including individual and actual construction costs for the Project and such other pertinent information pertaining to the construction of the Project or performance by Developer of its obligations under this Agreement as the City may reasonably request. Developer shall not be responsible for verifying to the City the quantities of materials utilized in completing the Project; the City shall assume the responsibility for oversight, inspection, and verification as to the quantity of materials installed and utilized in completing the Project. Developer and the City agree to work collaboratively to ensure that the general contractor and subcontractors provide adequate information to the City in order to assist in tracking of quantities installed and utilized in completion of the Project.

(E) Inspection of Work. During construction of the Project, the City, its employees, and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations hereunder. In addition, if applicable, and if deemed necessary by the City and upon the City's request, Developer shall provide the City with copies of periodic inspection reports, disbursement requests, affidavits, lien waivers, and associated documentation as and to the extent required by Developer's construction lender under its construction loan administration procedures. If the City determines that work on the Project is not in accordance with the Plans and Specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Developer's expense (not to be paid for using City funds), whether or not such work has been incorporated into the Project, by giving notice of such nonconforming work to Developer.

(F) Mechanics' Liens. Developer shall not permit any mechanics' or other similar liens to remain on the Project Site during the construction of the Project. If a mechanic's lien shall at any time be filed against the Project Site, the City may, at its option, deduct the amount necessary to discharge such lien from the next disbursement of Funds, or if the City elects not to do so, Developer shall, within 30 days after notice of the filing thereof, (i) cause the same to be discharged of record or bonded off by a surety bond, or (ii) deposit the amount necessary to discharge such lien with the City, to be held in escrow pending the release of the lien.

(G) Project Information. During construction of the Project, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

(H) Permits and Fees Payable to DOTE. Developer acknowledges that (i) Developer will be required to obtain barricade, street opening, meter permits, and other related permits when the Project necessitates closing meters, opening and/or closing the adjoining streets or portions thereof, or when otherwise required by DOTE for the Project; (ii) Developer will be required to pay DOTE for any such permit fees; and (iii) with many entities competing for space on City street, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians, and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

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

6. Insurance; Indemnity.

(A) Insurance during Construction. Until such time as all construction 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) builder's risk insurance in the amount of 100% of the value of the improvements constructed, (iii)

worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City. All insurance policies (excluding worker's compensation insurance) shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. Within 10 days of the commencement of construction, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, 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 its 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 property 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 Project Site, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty during construction, or if any portion of the Project Site is taken by exercise of eminent domain (federal, state, or local), Developer shall cause the Project Site 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, including, without limitation, obtaining the City's approval of the plans and specifications for the construction of the Project if they deviate from the final Plans and Specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the 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 Project Site, 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;

(ii) any failure of Developer to perform or observe, or the failure of Developer to cause to be performed or observed (if applicable), any obligation, duty, or responsibility under this Agreement, 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, 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; or

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

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, 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 all previously disbursed Funds; (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. 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. 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.

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

To Developer:
Corryville Community Development Corporation
283 Martin Luther King Drive
Cincinnati, Ohio 45219
Attention: Brandon Williams, Executive 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):

(A) 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.

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

(C) The execution, delivery, and performance by such entity 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 such entity or upon any of its assets, nor is such entity in violation or default of any of the foregoing.

(D) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.

(E) 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 such entity that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(F) The information contained in the documentation provided by such entity to the City that is descriptive of Developer, its existing businesses, and its proposed business has been reviewed by Developer and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such information, in light of the circumstances under which they were made, not misleading.

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

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, 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 assign its rights or interests under this Agreement to a third party without the prior written consent of the City.

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

(C) Amendments. This Agreement may be amended only by a written amendment signed by the 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 Developer's performance of its 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 each represent to each other that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

(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 ensure 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.

Exhibit A - *Site Plan*

Exhibit B - *Statement of Work and Budget*

Exhibit C - *Disbursement of Funds*

Exhibit D - *Additional Requirements*

Addendum I to Additional Requirements Exhibit - *City's Prevailing Wage Determination*

Signature page follows

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

CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By: _____
Sheryl M.M. Long, City Manager

By: _____

Date: _____, 2025

Name: _____

Title: _____

Date: _____, 2025

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

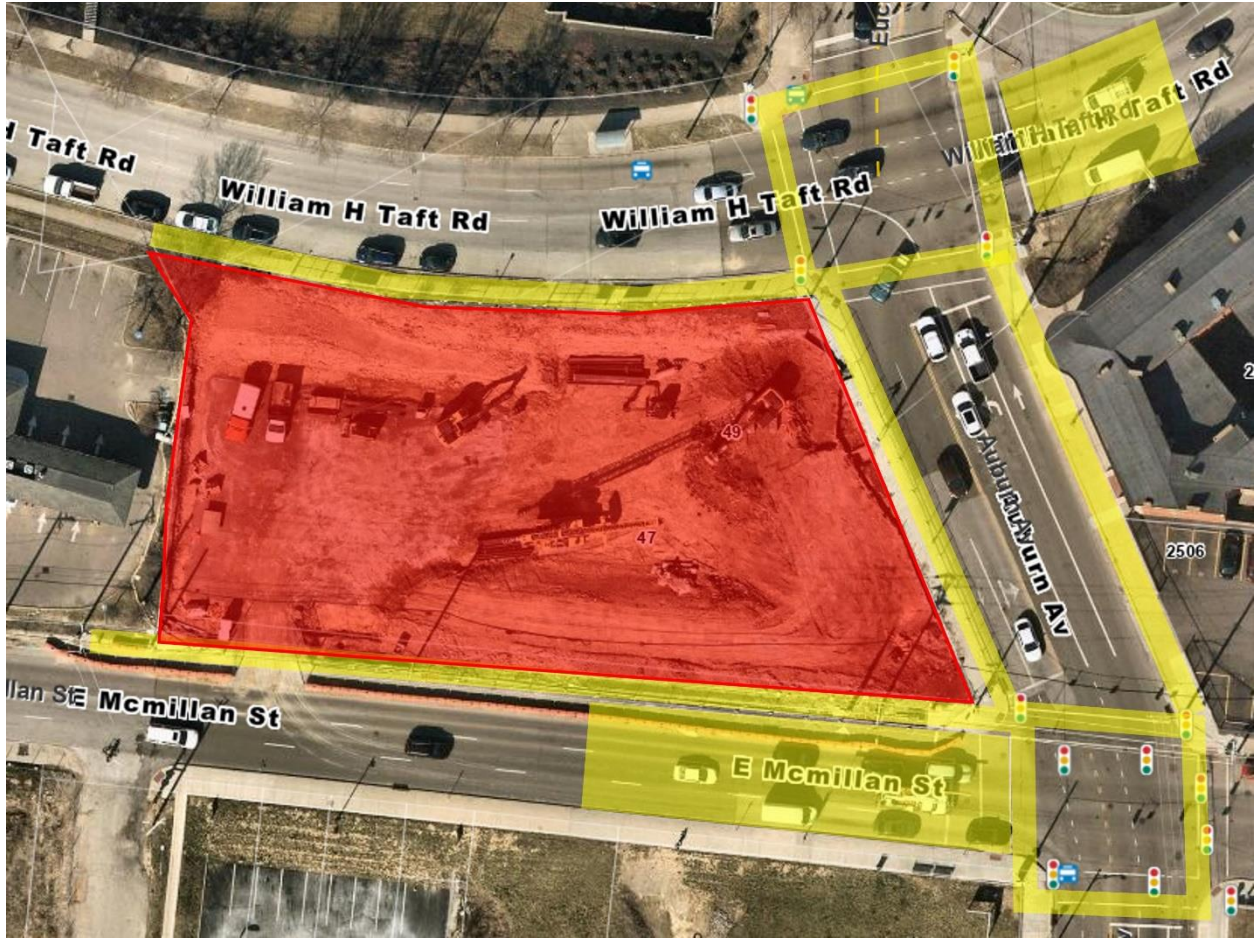
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to Funding Agreement

Site Plan



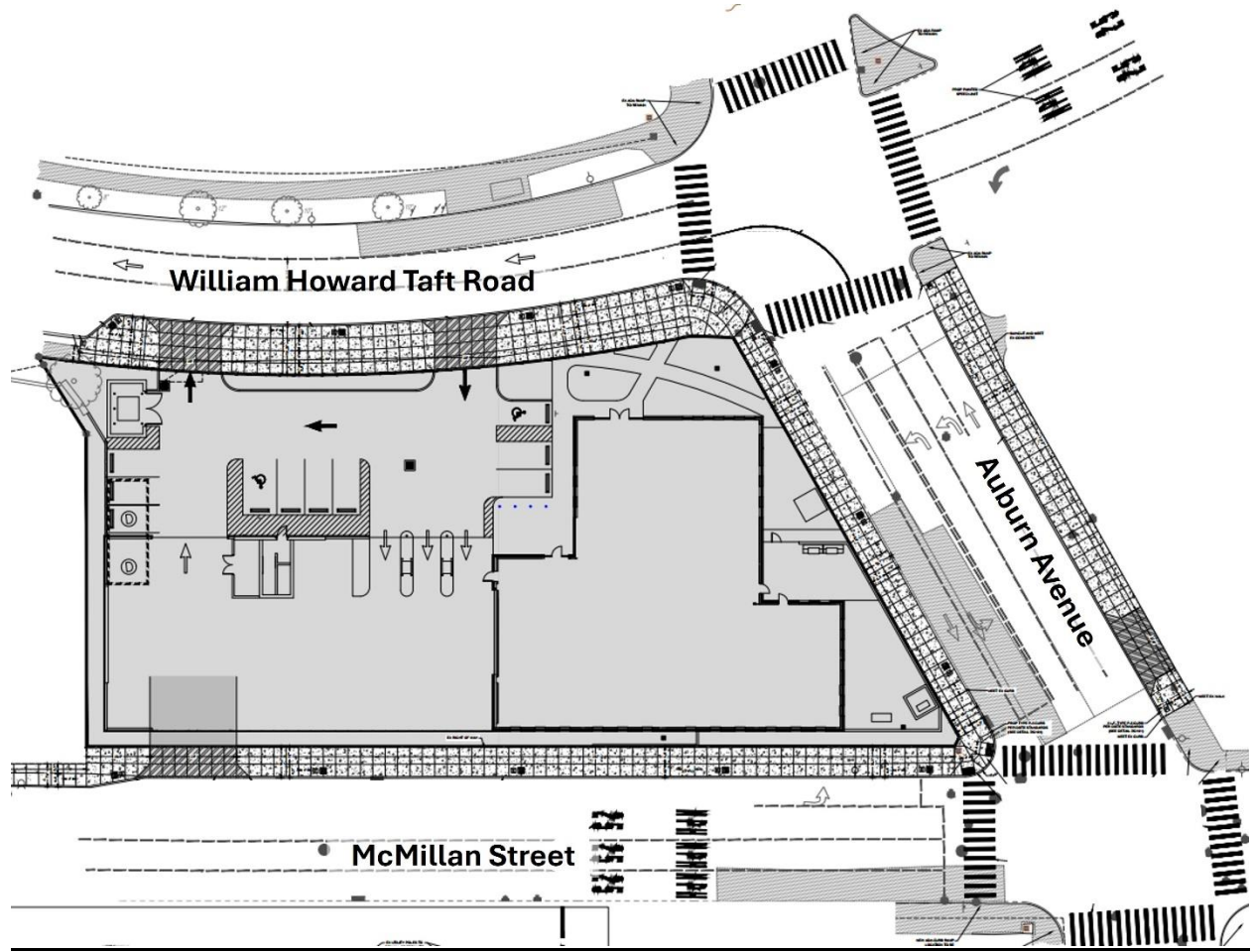


Exhibit B
to Funding Agreement

Statement of Work and Budget

I. **Statement of Work**

Developer shall construct and install the public infrastructure and streetscape improvements, as follows:

- **Demolition**: Remove existing concrete sidewalk, curbs, driveway apron, and other items and materials to allow for new streetscape.
- **Curbs**: Install new street curbs, flush with the adjacent surfaces. Install new concrete curbs on all radius sections.
- **Curb Bump Outs**: Install new curb bump outs.
- **Crosswalks**: Paint new crosswalks at the intersection of (1) Auburn Avenue and William Howard Taft Road, and (2) Auburn Avenue and McMillan Street. Paint new traffic control signals for incoming traffic on William Howard Taft Road and McMillan Street where they intersect Auburn Avenue.
- **Concrete Walk**: Install new concrete walk.
- **Concrete Driveway Aprons**: Install new concrete driveway aprons.
- **NBD Architectural Poles**: Install new street name sign poles, traffic & curb control sign poles, and parking meter poles.
- **Electric Infrastructure**: Install new subsurface electric infrastructure, including pull boxes and connecting conduit and concrete encased PVC conduits (rigid metal conduit) to the electrical street lighting system.
- **Streetlights**: Install post top street light poles and luminaires. Streetlights must match the existing streetlights that are in the streetscape in the neighborhood business district.
- **Tree Wells**: Install new tree wells.
- **Street Trees**: Plant new trees in tree lawn area along the right-of-way.

Any changes to the Plans and Specifications of the Project, as provided to and approved by the City, shall, upon the City's approval, be reflected in a final plan set, which will be kept on file in the offices of DOTE.

II. Budget

TOTAL USES OF FUNDS

	City Funds	Non-City Funds	Total
Hard Construction Costs			
Site Work	\$ 25,000.00	\$0.00	\$ 25,000.00
Pavement & Lighting	\$ 631,000.00	\$0.00	\$ 631,000.00
Electric & Low Voltage	\$ 185,000.00	\$0.00	\$ 185,000.00
Street Trees	\$ 7,500.00	\$0.00	\$ 7,500.00
General Requirements	\$ 68,900.00	\$0.00	\$ 68,900.00
Construction Insurance	\$ 11,374.00	\$0.00	\$ 11,374.00
Contingency	\$ 66,183.00	\$0.00	\$ 66,183.00
GC Profit	\$ 38,794.00	\$0.00	\$ 38,794.00
SUBTOTAL HARD CONSTRUCTION COSTS	\$ 1,033,751.00	\$0.00	\$ 1,033,751.00
Soft Costs			
Design Fees	\$22,000.00	\$0.00	\$ 22,000.00
			\$ -
SUBTOTAL SOFT COSTS	\$22,000.00	\$0.00	\$22,000.00
Developer Fee (5%)	\$50,807.00	\$0.00	\$ 50,807.00
SUBTOTAL DEVELOPER FEE	\$50,807.00	\$0.00	\$50,807.00
TOTAL PROJECT COSTS	\$ 1,106,558.00	\$ -	\$ 1,106,558.00

TOTAL SOURCES OF FUNDS (LEVERAGE)

City Funding Source	\$1,106,558.00
TOTAL	\$1,106,558.00

Exhibit C
to Funding Agreement

Disbursement of Funds

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the Funds unless and until the following conditions are satisfied and continue to be satisfied:

- (i) Developer shall have delivered to the City all Due Diligence Materials for the Project;
- (ii) Developer shall have provided the City with evidence of insurance required under this Agreement;
- (iii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work;
- (iv) Construction shall have commenced and be proceeding in accordance with the City-approved Plans and Specifications, Budget, and Construction Schedule;
- (v) Developer shall have provided the City with such other documents, reports, and information relating to the Project as the City has reasonably requested; and
- (vi) Developer shall not be in default under this Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Developer. The City shall disburse the Funds on a reimbursement basis. Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Funds and shall use the Funds solely for the purposes permitted under this Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 30 days following completion of construction, as evidenced by a certificate of occupancy with respect to the Project.

(C) Draw Procedure.

(i) Frequency. Developer may make disbursement requests no more frequently than once in any 30 day period.

(ii) Documentation. Each disbursement request shall include the following: for construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City; (ii) sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors, and materialmen covering all work, labor, and materials for the work through the date of the disbursement and establishing that all such work, labor, and materials have been paid for in full; (iii) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein; and (iv) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse 90% of the amount requested (with retainage of 10%). The retained amount shall be disbursed when (i) construction has been completed and evidence thereof, in form satisfactory to the City, has been delivered to the City, (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment, and (iii) Developer have complied with all of its other obligations under this Agreement as determined by the City in its sole discretion. For the avoidance of doubt, Developer may, following the completion of the Project, and upon the provision of the required documentation and the satisfaction of the other disbursement conditions in this Exhibit, request disbursement of the entire amount of Funds in one lump sum, in which case such amount would not be subject to retainage.

(E) Estoppel Certification. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) all work done and materials supplied to date are in accordance with the approved plans and specifications and in strict compliance with all legal requirements as of the date of the request, (ii) the construction is being completed in accordance with the approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer allege that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

End of Exhibit

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 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 10 days following Developer and/or its general contractor’s meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor’s meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

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

and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

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

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

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

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

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

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

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

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

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

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

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

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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 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 15th. 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 20 days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

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

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set

forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

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

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

(N) Americans with Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

Addendum I

to

Additional Requirements Exhibit

City's Prevailing Wage Determination

SEE ATTACHED

DEI - Request for Wage Determination (Form 217)

REQUEST FOR PROJECT WAGE DETERMINATION	
<p>IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER: 2022-199R2</p> <p>DEPARTMENT * DCED</p> <p>CONTACT PERSON * JOSEPH MALEK</p> <p>Phone # * (513)352-6129</p> <p>Email * JOSEPH.MALEK@CINCINNATI-OH.GOV</p> <p>Requested Date: 09/23/2024</p> <p>Estimated Advertising Date: 11/11/2024</p> <p>Estimated Bid Opening Date: 12/02/2024</p> <p>Estimated Starting Date: 01/07/2025</p>	<p>CHOOSE SOURCE & WRITE IN THE FUND NUMBER</p> <p>CITY FUND * <input checked="" type="radio"/> Yes <input type="radio"/> No 468</p> <p>STATE FUND <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>COUNTY FUND <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>FEDERAL FUND <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>IS THIS PROJECT BEING COMPETIVLY BID? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>PROJECT ACCOUNT NUMBER: 7100</p> <p>AMT. OF PUB. FUNDING \$: * \$1,120,000.00</p> <p>TOTAL PROJECT DOLLARS: * \$1,120,000.00</p> <p>NAME OF PROJECT (Maximum 100 Letters) * 47 WILLIAM HOWARD TAFT PUBLIC INFRASTRUCTURE IMPROVEMENTS</p> <p>Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) * Public infrastructure improvements along public right-of-way.</p> <p>Project Location: (Include both the address and parcel number.) * 47 William Howard Taft Road, Cincinnati, OH 45219, 102-0004-0208</p> <p>Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) * 47 WHT LLC (Uptown Rental Properties LLC affiliate)</p> <p>Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) * Total Project Costs - \$1,120,000; Hard Construction Costs - \$920,000; Soft Costs - \$200,000. City funds from Corryville Equivalent Fund 468 will support the total project costs.</p> <p>Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) * The Developer intends to complete public infrastructure improvements adjacent to the real estate development project on 47 WHT Rd. The improvements include improved sidewalks (9,000 SF), improved crosswalks, adding bump outs, improved sidewalk lighting, and undergrounding of utility poles and infrastructure.</p> <p>Upload Supporting Documents (0) Supporting Documents</p>

DEI USE ONLY

Assigned Number
55574850

Dept Submitted Date
09/23/2024

DEI Received Date

Original Assigned Number
2022-199R2

Funding Guidelines:

State **Federal** **Prevailing Wage Will Not Apply**

Rates That Apply:

Building **Heavy** **Highway** **Residential**

Decision Number:

Modification Number:

Publication Date:

Determination By:

Name *
LYDGIA SARTOR

Title
Deputy Director

Date *
09/26/2024

Decision Summary: *

The project as described intends to complete public infrastructure improvements. This project is above the prevailing wage threshold of \$29,653 for alterations, repairs, or renovation under ORC 4115.03(B)(4), as updated by the Ohio Department of Commerce. Therefore, State heavy highway rates will apply.

Note: Any changes to the scope, funding, or developer of the project will require a revision to this wage determination.

Director Approval Signature
LYDGIA SARTOR

Director Approval Date
09/26/2024

January 27, 2025

To: Members of the Budget and Finance Committee

From: Sheryl M. M. Long, City Manager

202500153

Subject: Emergency Ordinance – CMO: Disbursement of Funds for the Cincinnati Regional Sports Commission

Attached is an Emergency Ordinance captioned:

AUTHORIZING the disbursement of \$250,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the Cincinnati Regional Sports Commission, incorrectly identified as the Greater Cincinnati Sports Commission in the Approved FY 2025 General Fund Operating Budget Update.

This Emergency Ordinance authorizes the disbursement of \$250,000 of Major Events Funding for the Cincinnati Regional Sports Commission. Ordinance No. 0211-2024, passed by the City Council on June 12, 2024, authorized various omnibus changes to the Approved FY 2025 Budget Update including funding for one-time Major Events with an allocation of \$250,000 for the Cincinnati Regional Sports Commission, although it was incorrectly identified as the Greater Cincinnati Sports Commission at that time. Funding for the one-time Major Events was contingent upon Council's passage of an ordinance approving the disbursements following subsequent presentations by the organizations demonstrating how City funds will be leveraged and expended. The disbursed funds must also be utilized in accordance with the approved purpose within one year of the disbursement.

A presentation at the Budget and Finance Committee meeting on January 27, 2025 was made outlining how City funds would be leveraged and expended regarding the Cincinnati Regional Sports Commission.

The reason for the emergency is the immediate need to disburse funding for the Cincinnati Regional Sports Commission so that expenditures can be made during FY 2025.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

CMZ

- 2025

AUTHORIZING the disbursement of \$250,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the Cincinnati Regional Sports Commission, incorrectly identified as the Greater Cincinnati Sports Commission in the Approved FY 2025 General Fund Operating Budget Update.

WHEREAS, Ordinance No. 211-2024, passed June 12, 2024, authorized various omnibus changes to the Approved FY 2025 Budget Update including funding for one-time Major Events with an allocation of up to \$250,000 for the Cincinnati Regional Sports Commission, incorrectly identified as the Greater Cincinnati Sports Commission in the Approved FY 2025 General Fund Operating Budget Update; and

WHEREAS, funding for the one-time Major Events was contingent upon Council's passage of an ordinance approving the disbursements following presentations by the organizations demonstrating how City funds will be leveraged and expended; and

WHEREAS, the disbursed funds must also be utilized in accordance with the approved purpose within one year of the disbursement; and

WHEREAS, at the Budget and Finance Committee meeting on January 27, 2025, there was a presentation on behalf of the Cincinnati Regional Sports Commission that outlined how City funds would be leveraged and expended; and

WHEREAS, the funds will be provided to the Cincinnati Regional Sports Commission; now, therefore,

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

Section 1. That the disbursement of \$250,000 of Major Events Funding included in the Approved FY 2025 General Fund Operating Budget Update for the Cincinnati Regional Sports Commission, incorrectly identified as the Greater Cincinnati Sports Commission in the Approved FY 2025 General Fund Operating Budget Update, is authorized.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to disburse funding for the Cincinnati Regional Sports Commission so that expenditures can be made during FY 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk



202560054

Seth Walsh
Councilmember

1/14/24

MOTION

To Review the City's Response to Winter Storm Blair and Prepare for Future Major Weather Events

WE MOVE that the Administration provide a report and presentation to Council evaluating the snow removal plan implemented during the week of January 6, 2025. This report should discuss the positives from the response, lessons learned and identified areas for improvement, creative and innovative solutions to the identified areas of improvement, and funding needs to implement the areas for improvement.

STATEMENT

Winter Storm Blair hit Cincinnati the week of January 6th, dropping over 10 inches of snow and ice according to the National Weather Service. The Department of Public Services (DPS) worked tirelessly, with snowplow drivers working alternating 12-hour shifts for days to get the streets cleared to get schools and businesses open following the snowfall.

Now that the storm has passed, we are asking the City to do an after-action look at what went well and what did not in the preparation and response to the snowfall. Particularly, we are asking the Administration to look at the policies regarding the prioritization of residential streets and those surrounding schools and hospitals which prevent them from opening, ensuring all roads get cleared and any capital needs associated with implementing improvements for future major storms.

Some solutions may include reviewing current staffing levels and policies within DPS that makes retaining experienced drivers difficult, exploring collaborations between other departments such as utilizing off duty firefighters to provide additional manpower during major snow or other weather events, exploring share services with Hamilton County, and evaluating and improving the how we track progress on clearing streets of ice and snow including improving the plow tracker and working with the Office of Performance and Data Analytics and 311 Cincy .

Councilmember Seth Walsh

Councilmember Jeff Cramerding

Councilmember Mark Jeffreys

Councilmember Meeka D. Owens



20250110

Anna Albi
Councilmember

January 16, 2025

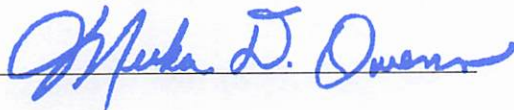
MOTION

We MOVE that the Department of Transportation and Engineering produce a report within 30 days on the feasibility of creating a residential sidewalk repair pilot program using Cincy on Track funding. The report should include the following details:

- Process for how the City could take on the cost of identifying, assessing and repairing residential sidewalks
- Identify several target neighborhoods for the pilot that are underserved and geographically close by to achieve economies of scale for the pilot



Councilmember Anna Albi





01020000

CEI

MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT : [Illegible]

[Illegible text follows]

[Illegible signature]

[Illegible signature]

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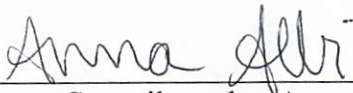
20250125

Anna Albi
Councilmember

January 21, 2025

MOTION

We MOVE that the Department of Public Services publish a report within 30 days to highlight how the City could leverage Cincy on Track funding to prioritize preventative road maintenance and use sealcoating to minimize the severity of potholes. This report should also highlight strategies that the City has previously employed and/or best practices from other peer cities across the country.



Councilmember Anna Albi

