



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, December 18, 2024

2:00 PM

Council Chambers, Room 300

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#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MAYOR AFTAB

#### Cincinnati Planning Commission

1. [202402515](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Darrick Dansby to the Cincinnati Planning Commission for a term of 5 years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA).

**Recommendation** CONFIRM

**Sponsors:** Mayor

#### Cincinnati Southern Railway Board of Trustees

2. [202402516](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Liz Keating to the Cincinnati Southern Railway Board of Trustees for a term of 5 years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White).

**Recommendation** CONFIRM

**Sponsors:** Mayor

#### Cincinnati Zoo & Botanical Gardens Board of Trustees

3. [202402583](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Daniel Rajaiah to the Board of Trustees for the Cincinnati Zoo & Botanical Gardens for a term expiring on Dec 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/Indian American).

**Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

**Sponsors:** Mayor

#### Cincinnati Accessibility Board of Advisors

4. [202402584](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Tonia Smith to the Cincinnati Accessibility Board of Advisors for a term expiring December 31st, 2026. This appointment is submitted to City Council

for its advise & consent pursuant to its Rules. (Female/AA)

**Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

**Sponsors:** Mayor

5. [202402585](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Sgt. Deon Mack to the Cincinnati Accessibility Board of Advisors as the First Responder representative, for a term expiring December 31st, 2026. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA).

**Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

**Sponsors:** Mayor

6. [202402586](#) **RESOLUTION**, submitted by Mayor Aftab Pureval, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Byron Stallworth and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the profound contributions he has made as a member of the City Planning Commission.

**Recommendation** PASS

**Sponsors:** Mayor

### MS. KEARNEY

7. [202402564](#) **RESOLUTION**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** participants in the Do Right! Campaign Walking Challenge and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the participants' dedication to their personal health.

**Recommendation** PASS

**Sponsors:** Kearney

### CITY MANAGER

8. [202402565](#) **REPORT**, dated 12/18/2024, submitted Sheryl M. M. Long, City Manager, regarding moving the Bomb Squad Out of the Mill Creek Corridor. (Reference Document # 202401577)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

9. [202402566](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/18/2024, **AUTHORIZING** a payment of \$32,046.46 to PowerDMS, Inc. (Innovative Data Solutions, Inc.) from Cincinnati Recreation Commission non-personnel operating account no. 323x199x1910x7418 as a moral obligation for outstanding charges related to software subscription services.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

10. [202402569](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/18/2024, **AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services valued at up to \$46,800 from the Ohio Community Development Corporation Association AmeriCorps VISTA Project through the

Corporation for National and Community Service to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

11. [202402572](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/18/2024, **ESTABLISHING** new permanent improvement project account no. 758x164x251631, "West Fork Incinerator Demolition - GF," to provide resources to the Port of Greater Cincinnati Development Authority ("the Port") to remediate the West Fork Incinerator site; **AUTHORIZING** the transfer and return to source of \$1,000,000 from capital improvement program project account no. 980x104x251029, "Green Cincinnati Sustainability Initiatives - GF," to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer and return to source of \$562,000 from capital improvement program project account no. 980x164x251623, "Property Development Improvements - GF," to the unappropriated surplus of the General Fund; and **AUTHORIZING** the transfer and appropriation of \$1,562,000 from the unappropriated surplus of the General Fund to newly established permanent improvement project account no. 758x164x251631, "West Fork Incinerator Demolition - GF," to provide resources to the Port to remediate the West Fork Incinerator site.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

12. [202402574](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/18/2024, **AUTHORIZING** the payment of \$10,816.14 from Department of Economic Inclusion Special Events Fund non-personnel operating budget account no. 314x281x0000x7299 as a moral obligation to Xavier University for outstanding charges related to the 2024 Business Enterprise Expo.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

13. [202402576](#) **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/18/2024, **DECLARING** the intent to appropriate to public use certain real-property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

14. [202402577](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/18/2024, **APPROPRIATING** to public use certain real property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized

earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

## BUDGET AND FINANCE COMMITTEE

15. [202402527](#) **MOTION**, submitted by Councilmember Walsh and Vice Mayor Kearney, **WE MOVE** that the Administration provide a report within 60 days on potential grants, loan funding programs, and possible funding sources for businesses impacted by City construction projects. (STATEMENT ATTACHED).

**Recommendation** ADOPT

**Sponsors:** Walsh and Kearney

16. [202402499](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Cramerding, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, "MLK Jr. Park," to source Fund No. 050, "General Fund," to realign sources with uses; and **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, "General Fund," to Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 to provide one-time resources for the Price Hill Landing engagement process.

**Recommendation** PASS EMERGENCY

**Sponsors:** Cramerding

17. [202402502](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of \$2,310 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

**Recommendation** PASS EMERGENCY

**Sponsors:** Kearney

18. [202402501](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency's Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

**Recommendation** PASS

**Sponsors:** City Manager

19. [202402504](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste

Infrastructure for Recycling grant program (ALN 66.920) to replace the City's aging original recycling cart fleet.

**Recommendation** PASS

**Sponsors:** City Manager

20. [202402505](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **ESTABLISHING** new capital improvement program project account no. 980x233x252346, "Landslide Mitigation PROTECT Grant," to provide landslide and retaining wall failure mitigation throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation ("PROTECT") grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, "Landslide Mitigation PROTECT Grant"; **AUTHORIZING** the Director of Finance to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, "Landslide Mitigation PROTECT Grant"; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

**Recommendation** PASS

**Sponsors:** City Manager

21. [202402513](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

22. [202402573](#) **ORDINANCE (B VERSION) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **AUTHORIZING** the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners' Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

23. [202402503](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games; and **AUTHORIZING** the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

24. [202402519](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/11/2024, **AUTHORIZING** the City Manager to execute a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water service through December 31, 2050.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

25. [202402562](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **AUTHORIZING** the Department of City Planning and Engagement (“DCPE”) to adjust fees charged for certain services for planning-related functions and in administering the Cincinnati Zoning Code to allow the DCPE to recover a higher portion of its true cost of the services provided.

**Recommendation** PASS

**Sponsors:** City Manager

26. [202402567](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 12/16/2024, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, at a total construction cost of approximately \$26,000,000. (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>). (COUNCILMEMBER NOLAN IS EXCUSED FROM THIS ITEM).

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

27. [202402575](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 12/16/2024, **AUTHORIZING** the City Manager to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, to facilitate renovation and construction of a mixed-use development on the real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$2,900,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 483x164x7200 to provide resources for the renovation and construction activities of the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the renovation and construction activities associated with the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood to be a public purpose and constitute a "Housing Renovation" (as defined in Ohio Revised Code Section 5709.40(A)(3)) that is located within the District 4 - Downtown-OTR East 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>>). (COUNCILMEMBER NOLAN IS EXCUSED FROM THIS ITEM).

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

## SUPPLEMENTAL ITEMS

### CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

28. [202402548](#) **MOTION**, submitted by Councilmember Owens, **WE MOVE** that the administration prepare a report within 60 days to address the following concerns that are related to reconnecting Queensgate to Downtown during the design build process of the Brent Spence Bridge Corridor. **WE FURTHER MOVE** that the administration compare the current proposed local one-way street system across I-75 in Queensgate with the Signature Street Concept attached. (STATEMENT ATTACHED)

**Recommendation** ADOPT

**Sponsors:** Owens

29. [202402558](#) **MOTION (AMENDED)**, submitted by Councilmembers Nolan, Walsh and Jeffreys, **WE MOVE** that the Administration work with the Department of Transportation and Engineering, Cincinnati Police, along with the appropriate state agencies and neighboring jurisdictions on both sides of the river, to identify and implement temporary measures to mitigate significant traffic delays due to the closure of the Daniel Carter Beard Bridge. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

**Recommendation** ADOPT

**Sponsors:** Nolan, Walsh and Jeffreys

**EQUITABLE GROWTH & HOUSINGS COMMITTEE**

30. [202402411](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/20/2024, **AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4710-4722 Madison Road in the Madisonville neighborhood from the MG-T, "Manufacturing General - Transportation Corridor," zoning district to the CG-A-T, "Commercial General-Auto Oriented - Transportation Corridor," zoning district to facilitate the construction of three new commercial buildings for day care center, retail, and restaurant uses.

**Recommendation** PASS

**Sponsors:** City Manager

31. [202402534](#) **MOTION**, submitted by Councilmember Jeffreys, **WE MOVE** that the Administration issue a Request for Proposal (RFP) for a modular or manufactured commercial apartment housing development to be piloted on a city-owned surface parking lot in Downtown. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

**Recommendation** ADOPT

**Sponsors:** Jeffreys

32. [202402541](#) **MOTION**, submitted by Councilmember Owens, **WE MOVE** that the administration review the recently completed zoning diagnostic report prepared for the Camp Washington Urban Redevelopment Corporation (CWURC) to identify the best course of action for the revitalization of the Camp Washington neighborhood. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

**Recommendation** ADOPT

**Sponsors:** Owens

33. [202402557](#) **MOTION**, submitted by Councilmembers Cramerding, Jeffreys and Owens, **WE MOVE** that the administration provide a report on homeless encampments in Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE)

**Recommendation** ADOPT

**Sponsors:** Cramerding, Jeffreys and Owens

**ANNOUNCEMENTS**

Adjournment





**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

Dec 2024

**APPOINTMENT**

I hereby appoint Darrick Dansby to the Cincinnati Planning Commission for a term of 5 years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



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Mayor Aftab Pureval



**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

Dec 2024

**APPOINTMENT**

I hereby appoint Liz Keating to the Cincinnati Southern Railway Board of Trustees for a term of five years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



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Mayor Aftab Pureval




**AFTAB PUREVAL**  
City of Cincinnati, Office of the Mayor

December 2024

**REAPPOINTMENT**

I hereby reappoint Daniel Rajaiah to the Board of Trustees for the Cincinnati Zoo & Botanical Gardens for a term expiring on Dec 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



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Mayor Aftab Pureval



**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

Dec 2024

**REAPPOINTMENT**

I hereby reappoint Tonia Smith to the Cincinnati Accessibility Board of Advisors for a term expiring December 31<sup>st</sup>, 2026. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



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Mayor Aftab Pureval

2024025 64

**Date:** December 18, 2024

**To:** Mayor Aftab Pureval

**From:** Emily Smart Woerner, City Solicitor

EESW

**Subject: Resolution - Recognizing Byron Stallworth**

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Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** Byron Stallworth and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the profound contributions he has made as a member of the City Planning Commission.

EESW/KMT(dmm)  
Attachment  
413005

EESW

**RESOLUTION NO. \_\_\_\_\_ - 2024**

**RECOGNIZING** Byron Stallworth and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the profound contributions he has made as a member of the City Planning Commission.

WHEREAS, Byron Stallworth was appointed to the City Planning Commission (“Planning Commission”) in 2014, served as the Vice Chair of the Planning Commission from 2017-2020, and has served as the Chair of the Planning Commission since 2020; and

WHEREAS, as a member of the Planning Commission, Mr. Stallworth has worked to ensure that development within the City is consistent with applicable plans and policies, and is compatible with surrounding development; and

WHEREAS, Mr. Stallworth participated in nearly all of the Planning Commission’s most important decisions over the past decade, including approvals for residential, commercial, and mixed-use projects as well as the establishment of numerous historic districts and historic landmarks, and the approval of several City neighborhood plans; and

WHEREAS, Mr. Stallworth participated in the approval of several projects that massively impacted the lives of Cincinnatians while serving on the Planning Commission, including the FC Cincinnati Stadium, the Medpace campus, and the nationally renowned BLINK art festival; and

WHEREAS, Mr. Stallworth has consistently centered the lived experiences of Cincinnatians and has continuously worked to improve the lives of Cincinnatians, participating in the approval of projects on the Planning Commission as basic as a single City street change and as complicated as a City neighborhood plan; and

WHEREAS, Mr. Stallworth’s impact on the City has been immeasurable and his service has improved the lives of all Cincinnatians; now, therefore,

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

Section 1. That the Mayor and this Council recognize Byron Stallworth for his service on the City Planning Commission.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Byron Stallworth through the office of Mayor Aftab Pureval.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

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

Submitted by Mayor Aftab Pureval

**Date:** December 18, 2024

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Resolution - Do Right! Campaign Walking Challenge**

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Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** participants in the Do Right! Campaign Walking Challenge and  
**EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for  
the participants' dedication to their personal health.

ESW/CNS(dmm)  
Attachment  
412463



EESW

RESOLUTION NO. \_\_\_\_\_ - 2024

**RECOGNIZING** participants in the Do Right! Campaign Walking Challenge and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for the participants' dedication to their personal health.

WHEREAS, the Do Right! Campaign Walking Challenge ("Challenge") was launched in Summer 2024 as a collaboration among the Center for Closing the Health Gap, the Cincinnati Recreation Commission, and the community councils of Avondale, Bond Hill, Roselawn, and Mt. Auburn; and

WHEREAS, since 2006, the Center for Closing the Health Gap's Do Right! Campaign has served over 450,000 people virtually and in-person by encouraging people to use their individual agency to eat right, move right, and live right; and

WHEREAS, the Challenge lasted ten weeks, from July 15, 2024 to September 22, 2024, and had a total of 58 participants; and

WHEREAS, Ramona Carter of Avondale took first place in the Challenge, with a total step count of 427,297; Helen Lester-Smith of Walnut Hills took second place with 225,388 steps; and Betty Ross of Bond Hill took third place with 160,476 steps; and

WHEREAS, the Mayor and Council celebrate all the Challenge participants for taking an active role in their health and congratulate the three winners of the Challenge for their accomplishments; now, therefore,

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

Section 1. That the Mayor and this Council recognize participants in the Do Right! Campaign Walking Challenge for their dedication to their personal health.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to the Center for Closing the Health Gap through the office of Vice Mayor Jan-Michele Lemon Kearney.

Passed: \_\_\_\_\_, 2024

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

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

Submitted by Vice Mayor Jan-Michele Lemon Kearney

December 18, 2024

To: Mayor and Members of City Council  
From: Sheryl M.M. Long, City Manager **202402565**  
Subject: Moving the Bomb Squad Out of the Mill Creek Corridor

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### **REFERENCE DOCUMENT #202401577**

On June 12, 2024, the Council referred the following for a report:

**MOTION**, submitted by Councilmembers Jeffreys, Walsh, Albi, Owens, Parks, Johnson and Cramerding, To address concerns of Mill Creek Corridor neighborhoods about the impact of the Bomb Squad at the Fire Training Center, **WE MOVE** that the Administration report back to Council within sixty (60) days on: Plans to relocate the Bomb Squad's storage and detonation operation to a facility outside of a residential area and school zones. Share any costs that might be associated with the move and potential timing.

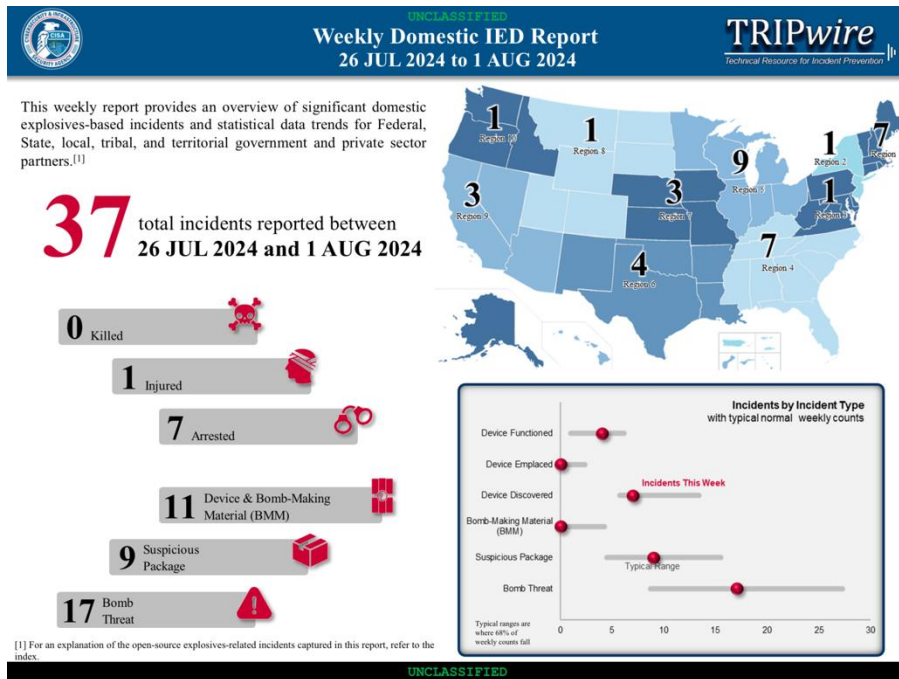
#### **Executive Summary**

The current Cincinnati Fire Department (CFD) bomb squad training area is used infrequently for explosives training. Moving to a new site would require the purchase of a minimum of 5-acre site with improvements and buildings placed, costs for which could run \$5-10M depending on location. Fire has options to continue to minimize impacts at the current site by training in other locations when possible and coordinating more closely with all stakeholders whenever use of the local site is needed.

#### **Why do we have a bomb squad?**

The City of Cincinnati is a major city with both the blessings and challenges that come from our role as a regional leader. With our high profile, we are subject to the threats of bad actors who challenge the fabric of a community. In a recent DHS Terrorism Advisory System briefing, local governments were advised "The United States remains in a heightened threat environment. Lone offenders and small groups motivated by a range of ideological beliefs and personal grievances continue to pose a persistent and lethal threat to the Homeland".

This summer notes that our FEMA region five experienced the highest number of bombing incidents of any region in the US. Both the local Threat and Hazard Incident Risk Analysis (THIRA) and the county Mitigation Plan list bombing incidents as threats to the community. The FBI regularly states that attacks of this type should be considered "when, not if" they occur in our city. Additionally, there is a requirement for providing bomb response and investigation resources for large events such as NFL games or MLS matches.



## EOD Unit Definitions and history

The CFD has maintained an Explosive Ordnance Disposal (EOD) unit for nearly 50 years. Commonly referred to as the Bomb Squad, the unit is comprised of Cincinnati Firefighters whose mission is to investigate, locate, and render safe any explosive or potentially explosive materials, whether or not they are placed by criminal means.

The EOD unit's members are trained by the Federal Bureau of Investigation (FBI) following extensive screening and background check processes. The EOD unit is staffed by bomb technicians 24/7/365 from CFD headquarters at 430 Central Ave. downtown. The unit responds to nearly 100 incidents per year and also conducts safety screenings at all large city events such as festivals and sporting events.

Interestingly, the EOD Bomb technician's primary duty is as a firefighter. The on-duty bomb technicians' staff CFD Engine 14, which responds to nearly 4,000 fire and EMS incidents per year in the Central Business District. When needed, those same firefighters staff the EOD unit and respond to calls throughout the city and greater Cincinnati region. Performing a dual role allows for the department to maintain this advanced capability within our normal operating budget and resources.

## EOD Site Locations and use

The CFD's bomb technicians train regularly on tools and equipment used to keep our community safe. Training takes place in a variety of locations varying on the requirements of the job and the latest research into incidents involving explosive and incendiary devices. Much of this training involves the use of the department's robotics and detection equipment, none of which involves the use of live explosives.

Despite the infrequency of explosions, the CFD's EOD unit is prepared to train on the use of explosives. Currently, the department maintains space at the Fire Training Center located in South Cumminsville. The training area consists of a small equipment building, a secure storage area and open space for training evolutions.



- EOD Training Site



- Fire Training Site

### **EOD Training operations including frequency and type of explosions**

While EOD training is constant, use of explosives in training is rare. Because the CFD's EOD unit partners with federal agencies to provide services, all explosions by the CFD, including training, are reported to the Bureau of Alcohol Tobacco and Firearms (ATF) using their Bomb-Arson Tracking System (BATS). For the last 18 months, only three explosions of any type from our South Cumminsville facility were reported by CFD to BATS. One was a detonation to destroy homemade explosives recovered from an incident, and the other two were for training purposes, known as PAN (Percussion-Actuated, Non-electric) shots. The so-called PAN shots are used by bomb technicians to disrupt or destroy bomb components, typically using water. While PAN shots are technically not explosions, they do involve a small amount of explosive material, and the result is a loud report similar to a firecracker. Any other loud noises heard in the area could be from a variety of other sources, including from the fire training facility, industrial facilities in the area, or from the nearby rail yard.

### **EOD Training site requirements**

Due to the nature of explosives training, finding a suitable site can be challenging. ATF guidance lists as much as 500 feet of clearance in all directions for certain training activities. The current site for EOD training experiences limitations on these clearances, and the

additional concerns of the Fire Department around the nearby Mill Creek waterway, residential areas and the increased activity at the Fire Training Center itself. These limitations are a key reason that the current training site is used by the EOD Unit in a limited manner.

Despite limitations, the current training site does have immense value to the EOD operation. The site is located in the community, which allows staff to train on duty while remaining available for emergencies, negating the need to pay overtime or additional costs. Use of the local site also ensures that the EOD unit, the Fire Department and the City comply with all laws and standards around this training, and the use of the unit's tools and materials.

### **Local Options for EOD training**

Due to existing partnerships with other local agencies, there are some limited opportunities for the CFD EOD unit to utilize other facilities for some, but not all, explosives training. The first option is to use the Hamilton County Sheriff's firearms range in Colerain Township. Unfortunately, this range has many of the limitations as our current site, in terms of size, and is also limited by scheduling conflicts with the Sheriff's use of the range for their own training needs. We are also unable to store tools and materials at this site, which leads to additional logistical issues anytime training occurs. Another option is the use of the Butler County Sheriff's range. This site offers a larger clearance area, but is a considerable distance from the city, which will cause response and scheduling problems for our EOD unit. The Butler County site also has the same storage and scheduling conflicts as use of the Hamilton County Site.

### **Requirements for replacement EOD site**

Ideally, a site could be created that would allow for full-scale EOD training in accordance with applicable standards and the needs of the community. Requirements for such a site include the following:

- Large site, five-acre land area
- Security fencing around entire perimeter and interior fencing around range area
- Construction of storage building, including restroom and decontamination showers, etc.
- Placement of ATF compliant storage magazines
- Site utilities including lighting, network and security systems
- Site work including access roads, grading and building earthen berms for explosive range

### **Public Notifications and resources for community involvement**

Due to the nature of the EOD mission, not every part of the bomb squad's work can be conducted within public view. However, the Cincinnati Fire Department wants to ensure that we are as open as possible with how, when and why we conduct our EOD training and operations. While the CFD performs some regular notifications whenever we conduct detonations at the training site, this procedure should be enhanced to include public notifications via the Cincy Alert system. The CFD should also commit to using the Fire Training Center in ways that minimize disruptions to the nearby neighborhood. This commitment should include coordination with the nearby school and Community Council leadership so that we can work to strike an appropriate balance between conducting vital training and striving for a positive quality of life in our neighborhoods.

### **Safety is vital to the community and the EOD mission**

Use of explosives is inherently dangerous. The primary mission of the CFD is to protect lives and property, and the EOD mission places the safety of the public and our technicians as the highest priority during operations. The CFD EOD unit works to incorporate safety into every operation by the following actions:

- Conduct a safety briefing prior to any explosive detonations
- Utilize the minimum amount of explosive material to achieve operational objectives.
- Restrict use of devices to trained and authorized personnel with the highest level of training on site.
- Set and secure an operational perimeter to keep everyone clear.
- Use technology such as PAN shots which minimize flying or dangerous debris from explosions
- Coordinate explosions with local stakeholders or those on scene.

The CFD will also work to continue to minimize explosive use throughout the city.

### **Invitation to demonstration**

Many times, seeing is believing. The CFD would like to invite council members and involved stakeholders to tour the EOD training area at the Fire Training Center, and to participate in a demonstration of a PAN shot as described above. We want our community members to know the advanced capabilities of the CFD to respond to bombing or explosive incidents, and we trust our community leaders to make their own informed decisions about the impact that EOD training activities have on the public.

cc: Virginia Tallent, Assistant City Manager  
Frank McKinley, Fire Chief

**December 18, 2024**

**To:** Mayor and Members of City Council 202402566  
**From:** Sheryl M. M. Long, City Manager  
**Subject: Emergency Ordinance – Cincinnati Recreation Commission (CRC): Moral Obligation Payment to PowerDMS**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$32,046.46 to PowerDMS, Inc. (Innovative Data Solutions, Inc.) from Cincinnati Recreation Commission non-personnel operating account no. 323x199x1910x7418 as a moral obligation for outstanding charges related to software subscription services.

Approval of this Emergency Ordinance will authorize the payment of \$32,046.46 from Cincinnati Recreation Commission Recreation Special Activities Fund non-personnel operating budget account no. 323x199x1910x7418 to PowerDMS, Inc. for outstanding charges related to software subscription services.

PowerDMS, Inc. provided software subscription services to CRC to support management of requirements for CRC’s National Recreation and Park Association accreditation. While the contract with PowerDMS, Inc. expired on May 31, 2023, services continued to be provided to CRC before a new contract could be finalized. This moral obligation payment will cover the cost of services provided to CRC between August 23, 2024 and August 22, 2025.

The reason for the emergency is the immediate need to pay PowerDMS, Inc. (Innovative Data Solutions, Inc.) in a timely manner for services provided to the Cincinnati Recreation Commission.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**IMD**

**- 2024**

**AUTHORIZING** a payment of \$32,046.46 to PowerDMS, Inc. (Innovative Data Solutions, Inc.) from Cincinnati Recreation Commission non-personnel operating account no. 323x199x1910x7418 as a moral obligation for outstanding charges related to software subscription services.

WHEREAS, the City entered into a contract (the “Agreement”) with PowerDMS, Inc. (Innovative Data Solutions, Inc.) (“Contractor”) on August 22, 2024; and

WHEREAS, through the Agreement, Contractor provided software subscription services to the Cincinnati Recreation Commission (“CRC”) to support management of requirements related to CRC’s accreditation by the National Recreation and Park Association; and

WHEREAS, the Agreement expired on May 31, 2023, before a new agreement could be finalized; and

WHEREAS, this moral obligation payment of \$32,046.46 will cover the cost of services provided by Contractor to CRC between August 23, 2024 and August 22, 2025; and

WHEREAS, CRC staff has been educated on the best practices for coordinating and reviewing contracts prior to their expiration dates to prevent moral obligations in the future; and

WHEREAS, sufficient resources are available in Cincinnati Recreation Commission non-personnel operating account no. 323x199x1910x7367 to pay for the services provided by Contractor; and

WHEREAS, Council desires to provide payment of \$32,040.46 to Contractor for services provided to CRC; now, therefore,

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

Section 1. That the Finance Director is authorized to pay \$32,040.46 to PowerDMS, Inc. (Innovative Data Solutions, Inc.) from Cincinnati Recreation Commission non-personnel operating account no. 323x199x1910x7418 as a moral obligation for outstanding charges related to software subscription services.

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



Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay PowerDMS, Inc. (Innovative Data Solutions, Inc.) in a timely manner for services provided to the Cincinnati Recreation Commission.

Passed: \_\_\_\_\_, 2024

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

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

December 18, 2024

**To:** Mayor and Members of City Council 202402569  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – OES: AmeriCorps VISTA Project Grant**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services valued at up to \$46,800 from the Ohio Community Development Corporation Association AmeriCorps VISTA Project through the Corporation for National and Community Service to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

Approval of this Emergency Ordinance authorizes the City Manager to apply for and accept a grant of in-kind services valued at up to \$46,800 from the Ohio Community Development Corporation Association (OCDCA) AmeriCorps VISTA Project through the Corporation for National and Community Service to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

This grant requires a local match of up to \$2,000 which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200. No new FTEs/full time equivalents are required.

The City requested two OCDCA AmeriCorps VISTA Project placements by the grant deadline of January 17, 2024, and one placement was awarded. In-kind services will not be accepted without approval by the City Council.

Acceptance of the in-kind services of an AmeriCorps VISTA Project placement to accelerate implementation of the Plan is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute the grant agreement between the City and OCDCA AmeriCorps VISTA Project by the deadline of January 10, 2025.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

MSS

- 2025

**AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services valued at up to \$46,800 from the Ohio Community Development Corporation Association AmeriCorps VISTA Project through the Corporation for National and Community Service to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

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

WHEREAS, an in-kind grant is available from the Ohio Community Development Corporation Association (“OCDCA”) AmeriCorps VISTA Project through the Corporation for National and Community Service to provide one full-time contracted position to carry out key portions of the Plan; and

WHEREAS, the Office of Environment and Sustainability will oversee the activities of the AmeriCorps VISTA position, which will allow the City to accelerate implementation of the Plan; and

WHEREAS, this grant requires a local match of up to \$2,000, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200; and

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

WHEREAS, the City requested two OCDCA AmeriCorps VISTA Project placements by the grant deadline of January 17, 2024, and one placement was awarded, but the in-kind services of the AmeriCorps VISTA Project position services will not be accepted without approval by Council; and

WHEREAS, acceptance of the in-kind services of an AmeriCorps VISTA Project placement to accelerate implementation of the Plan is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for and accept a grant of in-kind services valued at up to \$46,800 from the Ohio Community Development Corporation Association (“OCDCA”) AmeriCorps VISTA Project through the Corporation for National and Community

Service to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute the grant agreement between the City and OCDCA AmeriCorps VISTA Project by the deadline of January 10, 2025.

Passed: \_\_\_\_\_, 2024

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

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

December 18, 2024

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

202402572

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

**Subject: Emergency Ordinance – DCED: West Fork Incinerator Demolition**

---

Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new permanent improvement project account no. 758x164x251631, “West Fork Incinerator Demolition – GF,” to provide resources to the Port of Greater Cincinnati Development Authority (“the Port”) to remediate the West Fork Incinerator site; **AUTHORIZING** the transfer and return to source of \$1,000,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF,” to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer and return to source of \$562,000 from capital improvement program project account no. 980x164x251623, “Property Development Improvements – GF,” to the unappropriated surplus of the General Fund; and **AUTHORIZING** the transfer and appropriation of \$1,562,000 from the unappropriated surplus of the General Fund to newly established permanent improvement project account no. 758x164x251631, “West Fork Incinerator Demolition – GF,” to provide resources to the Port to remediate the West Fork Incinerator site.

Approval of this Emergency Ordinance would authorize the return to source of \$1,562,000 to the General Fund from two existing capital improvement program project accounts. This Emergency Ordinance would also authorize the transfer and appropriation of \$1,562,000 from the unappropriated surplus of the General Fund to newly established permanent improvement program project account, “West Fork Incinerator Demolition – GF,” to provide resources to the Port of Greater Cincinnati Development Authority (the Port) to remediate the West Fork Incinerator site.

The West Fork Incinerator, located in the Cincinnati neighborhood of South Cumminsville, was previously used to burn garbage. However, in response to the Clean Air Act, the West Fork Incinerator was shuttered in the 1970s. On November 4, 2024, the City Council passed Ordinance No. 0372-2024, which authorized a Property Sale Agreement with the Hamilton County Land Reutilization Corporation (the Landbank) to facilitate remediation of the West Fork Incinerator site, including removal of asbestos, lead, and other hazardous materials, and return the site to productive use. The City, the Landbank, and the Port will be working to remediate the West Fork Incinerator site. The Port secured a grant of approximately \$5,053,000 from the Ohio Department of Development (ODOD) to remediate the site, which requires a local match of approximately \$1,562,000, which includes a grantee administration fee for the Port.

Remediation of the West Fork Incinerator site is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to enter into any agreements necessary to proceed with the West Fork Incinerator Demolition project.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

## EMERGENCY

CNS

- 2024

**ESTABLISHING** new permanent improvement project account no. 758x164x251631, “West Fork Incinerator Demolition – GF,” to provide resources to the Port of Greater Cincinnati Development Authority (“the Port”) to remediate the West Fork Incinerator site; **AUTHORIZING** the transfer and return to source of \$1,000,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF,” to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer and return to source of \$562,000 from capital improvement program project account no. 980x164x251623, “Property Development Improvements – GF,” to the unappropriated surplus of the General Fund; and **AUTHORIZING** the transfer and appropriation of \$1,562,000 from the unappropriated surplus of the General Fund to newly established permanent improvement project account no. 758x164x251631, “West Fork Incinerator Demolition – GF,” to provide resources to the Port to remediate the West Fork Incinerator site.

WHEREAS, the West Fork Incinerator, located in the Cincinnati neighborhood of South Cumminsville, was previously used to burn garbage but was closed in the 1970s in response to the Clean Air Act; and

WHEREAS, Ordinance No. 372-2024 authorized a Property Sale Agreement with the Hamilton County Land Reutilization Corporation (“the Landbank”) to facilitate remediation of the West Fork Incinerator site, including removal of asbestos, lead, and other hazardous materials, and return the site to productive use; and

WHEREAS, the City, the Landbank, and the Port of Greater Cincinnati Development Authority (“the Port”) will be working to remediate the West Fork Incinerator site; and

WHEREAS, the Port secured a grant of approximately \$5,053,000 from the Ohio Department of Development to remediate the site, which requires a local match of approximately \$1,562,000, which includes a grantee administration fee for the Port; and

WHEREAS, Council wishes to provide the local match, including the grantee administration fee, to the Port for the site remediation; and

WHEREAS, remediation of the West Fork Incinerator site is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish permanent improvement project account no. 758x164x251631, “West Fork Incinerator Demolition – GF,” to provide



resources to the Port of Greater Cincinnati Development Authority (“the Port”) to remediate the West Fork Incinerator site.

Section 2. That the transfer of and return to source of \$1,000,000 from capital improvement program project account no. 980x104x251029, “Green Cincinnati Sustainability Initiatives – GF,” to the unappropriated surplus of the General Fund is authorized.

Section 3. That the transfer of and return to source of \$562,000 from capital improvement program project account no. 980x164x251623, “Property Development Improvements – GF,” to the unappropriated surplus of the General Fund is authorized.

Section 4. That the transfer and appropriation of \$1,562,000 from the unappropriated surplus of the General Fund to newly established permanent improvement project account no. 758x164x251631, “West Fork Incinerator Demolition – GF,” is authorized to provide resources to the Port to remediate the West Fork Incinerator site.

Section 5. That the proper City officials are authorized to do all things necessary and proper to comply with Sections 1 through 4.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to enter into any agreements necessary to proceed with the West Fork Incinerator Demolition project.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

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

**December 18, 2024**

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

202402574

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

**Subject: Emergency Ordinance – Department of Economic Inclusion:  
Moral Obligation Payment to Xavier University**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$10,816.14 from Department of Economic Inclusion Special Events Fund non-personnel operating budget account no. 314x281x0000x7299 as a moral obligation to Xavier University for outstanding charges related to the 2024 Business Enterprise Expo.

Approval of this Emergency Ordinance will authorize the payment \$10,816.14 from Department of Economic Inclusion Special Events Fund non-personnel operating budget account no. 314x281x0000x7299 as a moral obligation to Xavier University for outstanding charges related to the 2024 Business Enterprise Expo.

The Department of Economic Inclusion (DEI) hosted the 2024 Business Enterprise Expo at Xavier University on October 11, 2024. Services provided by Xavier included room rentals, audiovisual services, and catering services. Resources were not properly encumbered prior to the date the venue was reserved, and since the cost of the event exceeded the State of Ohio's \$3,000 threshold for purchases requiring a certification of funds, a moral obligation is necessary.

Previous Ordinance No. 0136-2024, passed by the City Council on May 1, 2024, authorized DEI to solicit and accept donations to offset expenses related to the 2024 Business Enterprise Expo. Donations received by the department were sufficient to cover event costs and are available in Special Events Fund 314. Staff have been trained in proper accounting rules and regulations to ensure a similar situation does not occur with future events.

The reason for the emergency is the immediate need to pay Xavier University for outstanding charges related to the 2024 Business Enterprise Expo in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KKF**

**- 2024**

**AUTHORIZING** the payment of \$10,816.14 from Department of Economic Inclusion Special Events Fund non-personnel operating budget account no. 314x281x0000x7299 as a moral obligation to Xavier University for outstanding charges related to the 2024 Business Enterprise Expo.

WHEREAS, the Department of Economic Inclusion (“DEI”) hosted the 2024 Business Enterprise Expo at Xavier University’s Schiff Conference and Banquet Center on Friday, October 11, 2024; and

WHEREAS, the event included room rentals, audiovisual services, and catering services; and

WHEREAS, pursuant to Ordinance No. 136-2024, passed by Council on May 1, 2024, DEI was authorized to solicit donations to offset expenses related to the 2024 Business Enterprise Expo; and

WHEREAS, although DEI received sufficient donations to cover the cost of the event, donated resources were not encumbered prior to the date the venue was reserved; and

WHEREAS, the cost of the event exceeded the State of Ohio’s \$3,000 threshold for purchases requiring a certification, necessitating a moral obligation payment; and

WHEREAS, sufficient resources are available in Special Events Fund 314 for this outstanding payment to Xavier University; and

WHEREAS, DEI staff subsequently have been trained on proper accounting rules and regulations to ensure a similar situation does not occur in the future; and

WHEREAS, Council desires to pay \$10,816.14 to Xavier University for DEI’s use of its services related to the 2024 Business Enterprise Expo; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$10,816.14 from Department of Economic Inclusion Special Events Fund non-personnel operating budget account no. 314x281x0000x7299 as a moral obligation to Xavier University for outstanding charges related to the 2024 Business Enterprise Expo.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Xavier University for outstanding charges related to the 2024 Business Enterprise Expo in a timely manner.

Passed: \_\_\_\_\_, 2024

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

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

Date: December 18, 2024

To: Mayor and Members of City Council 202402576  
From: Sheryl M. M. Long, City Manager  
Subject: Emergency Legislative Resolution – Declaring the Intent to Appropriate Real Property to Restructure a Portion of Yoast Avenue and Saffer Street

---

Attached is an emergency legislative resolution captioned as follows:

**DECLARING** the intent to appropriate to public use certain real-property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

This project will raise the elevation of Yoast Avenue to provide storage for storm water detention to alleviate overland flooding. A critical piece of property is needed to construct the project, however the owner is deceased.

The reason for the emergency is the property owner is deceased and there is an immediate need to acquire all real property interests necessary to construct the Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the public right-of-way and ancillary structures.

The Administration recommends passage of the attached emergency ordinance.

Attachment A – Legal Descriptions for Fee Simple Right-of-Way Take and Temporary Work Easement  
Attachment B – Property Exhibit Map for Fee Simple Right-of-Way Take and Temporary Work Easement

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

EMERGENCY

**Legislative Resolution**

DMZ

RESOLUTION NO. \_\_\_\_\_ - 2024

**DECLARING** the intent to appropriate to public use certain real-property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

WHEREAS, the City, through its Department of Transportation and Engineering and Greater Cincinnati Water Works and its Stormwater Management Utility division, desires to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

WHEREAS, Council deems it necessary at this time to proceed with acquisition of certain real-property interests for the described Yoast Avenue and Saffer Street improvements.

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

Section 1. That it is hereby declared to be the intent of Council to appropriate to public use a fee simple interest and a temporary easement interest in the real estate as described in Attachment A and depicted on Attachment B (the “Property”) for the purpose of restructuring a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work (the “Project”), which interests in the Property are hereby deemed necessary to ensure

{00412850-1}

the completion of the Project and continued maintenance, repair and reconstruction of any of the Project improvements. The current owners of the Property are as follows:

<u>Owner</u>	<u>Hamilton Co. Auditor Parcel No.</u>
Carl W. Keller	0206-0011-0015

Section 2. That at any time after the effective date of this Resolution and before the passage of an ordinance to appropriate, the City Manager is hereby authorized, with the advice and assistance of the City Solicitor, to acquire by purchase any and all interests in the Property necessary to carry out the Project and, in accordance with such acquisition, to enter into special contracts for necessary services, expert or otherwise, as the City Manager deems necessary or appropriate.

Section 3. That this Resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to acquire all real property interests necessary to construct the Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the public right-of-way and ancillary structures.

Passed: \_\_\_\_\_, 2024

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

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

ATTACHMENT A

Tract I

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CINCINNATI, OHIO**

[Surveyor's description of the premises follows]

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Situated in the City of Cincinnati, Hamilton County, State of Ohio, being part of Section 32, Town 3, Fractional Range 2 of Land Between the Miamis, and being part of Lot 17 of the Robert Orr Subdivision conveyed to **Carl W. Keller** as recorded in O.R. 3433 Page 169 of the Hamilton County Recorder's Office, further described as follows:

Commencing at the southwesterly corner of said Keller parcel, at the southeasterly corner of a parcel conveyed to Hamilton County Land Reutilization Corporation as recorded in O.R. 14560 Page 960 of the Hamilton County Recorder's Office, and on the northerly line of a parcel conveyed to Baltimore Pike Cemetery Association as recorded in O.R. 2052 Page 325 of the Hamilton County Recorder's Office, said point being the **Point of Beginning** for the parcel described herein;

1. Thence North 05° 39' 30" East, for a distance of 12.17 feet, along the westerly line of said Keller parcel and the easterly line of said Hamilton County Land Reutilization parcel, to a point;
2. Thence South 40° 26' 33" East, for a distance of 36.30 feet, to a point on the easterly line of said Keller parcel and on the westerly line of a parcel conveyed to Eric Wolff as recorded in O.R. 14315 Page 813 of the Hamilton County Recorder's Office;
3. Thence South 32° 25' 10" West, for a distance of 5.37 feet, along the easterly line of said Keller parcel and the westerly line of said Wolff parcel, to a point at the southeasterly corner of the said Keller parcel, the southwesterly corner of said Wolff parcel, and on the northerly line of said Baltimore Pike Cemetery parcel;
4. Thence North 47° 29' 12" West, for a distance of 29.67 feet, along the southerly line of said Keller parcel and the northerly line of said Baltimore Pike Cemetery parcel, to the **Point of Beginning** of the area being described, containing 0.005 acres (238 square feet), more or less.



The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum, obtained by GPS observations from the ODOT CORS Network. This legal description was prepared by Brian Oyer, P.S. 8732 of Strand Associates, Inc. based on field survey performed in March 2021.

  
Brian J. Oyer, P.S. 8732

11-30-2023

Date



## Tract II

### TEMPORARY EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF ROADWAY IMPROVEMENTS BY THE CITY OF CINCINNATI, OHIO

[Surveyor's description of the premises follows]

Situated in the City of Cincinnati, Hamilton County, State of Ohio, being part of Section 32, Town 3, Fractional Range 2 of Land Between the Miamis, and being part of Lot 17 of the Robert Orr Subdivision conveyed to **Carl W. Keller** as recorded in O.R. 3433 Page 169 of the Hamilton County Recorder's Office, further described as follows:

Commencing at the southwesterly corner of said Keller parcel, at the southeasterly corner of a parcel conveyed to Hamilton County Land Reutilization Corporation as recorded in O.R. 14560 Page 960 of the Hamilton County Recorder's Office, and on the northerly line of a parcel conveyed to Baltimore Pike Cemetery Association as recorded in O.R. 2052 Page 325 of the Hamilton County Recorder's Office;

Thence North 05° 39' 30" East, for a distance of 12.17 feet, along the westerly line of said Keller parcel and the easterly line of said Hamilton County Land Reutilization parcel, to a point, said point being the **Point of Beginning** for the parcel described herein;

1. Thence North 05° 39' 30" East, for a distance of 10.51 feet, along the westerly line of said Keller parcel and the easterly line of said Hamilton County Land Reutilization parcel;
2. Thence South 44° 50' 00" East, for a distance of 40.42 feet, to a point on the easterly line of said Keller parcel and the westerly line of a parcel conveyed to Eric Wolff as recorded in O.R. 14315 Page 813 of the Hamilton County Recorder's Office;

3. Thence South 32° 25' 10" West, for a distance of 11.16 feet, along the easterly line of said Keller parcel and the westerly line of said Wolff parcel;
4. Thence North 40° 26' 33" West, for a distance of 36.30 feet, to the **Point of Beginning** of the area being described, containing 0.008 acres, more or less.

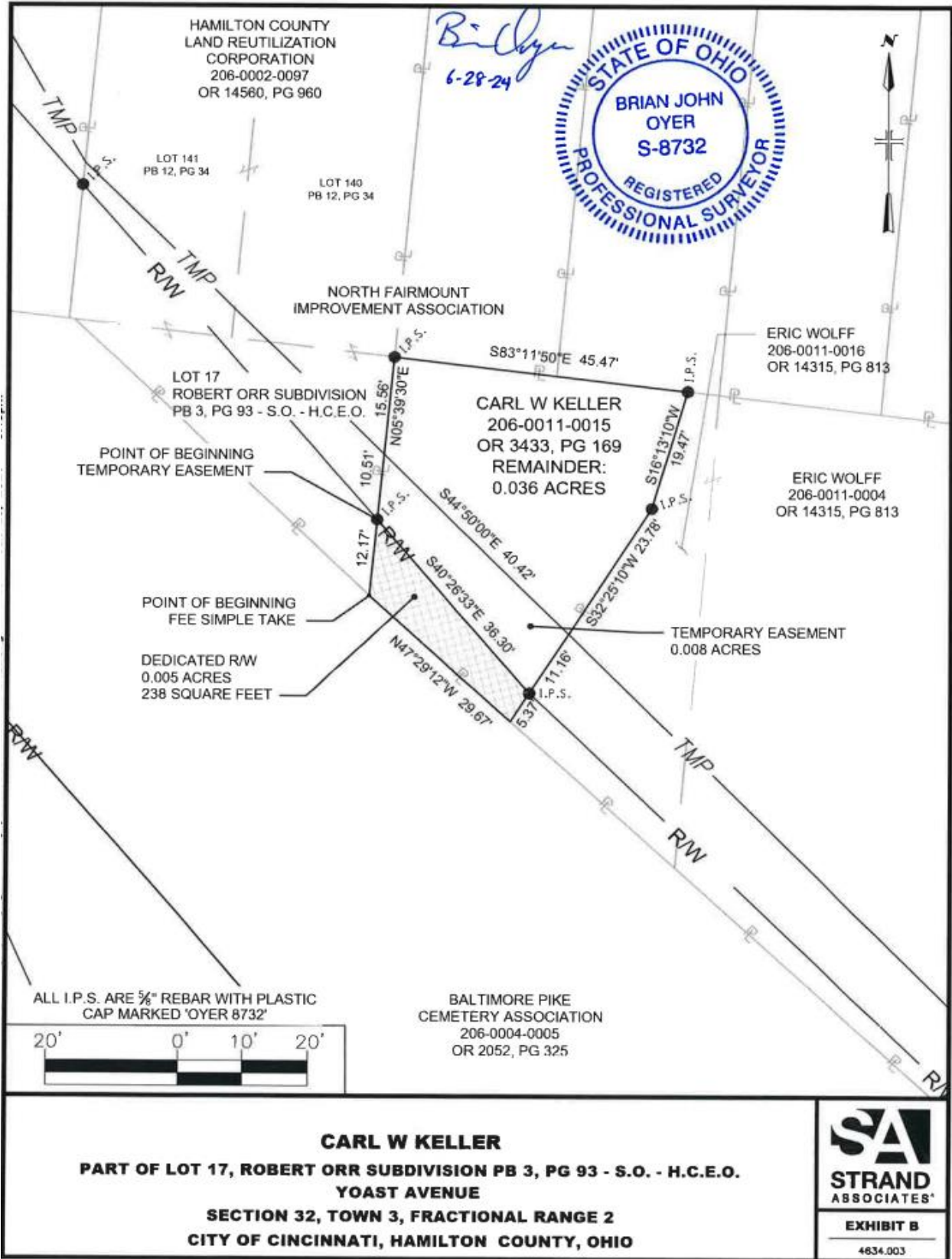
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\_\_\_\_\_  
Brian J. Oyer, P.S. 8732

11-30-2023  
\_\_\_\_\_  
Date



**ATTACHMENT B**



Date: December 18, 2024

To: Mayor and Members of City Council 202402577  
From: Sheryl M. M. Long, City Manager  
Subject: Emergency Ordinance –Appropriating Real Property to Restructure a Portion of Yoast Avenue and Saffer Street

---

Attached is an emergency ordinance captioned as follows:

APPROPRIATING to public use certain real property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

This project will raise the elevation of Yoast Avenue to provide storage for storm water detention to alleviate overland flooding. A critical piece of property is needed to construct the project, however the owner is deceased.

The reason for the emergency is the property owner is deceased and there is an immediate need to acquire all real property interests necessary to construct the Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the public right-of-way and ancillary structures.

The Administration recommends passage of the attached emergency ordinance.

Attachment A – Legal Descriptions for Fee Simple Right-of-Way Take and Temporary Work Easement  
Attachment B – Property Exhibit Map for Fee Simple Right-of-Way Take and Temporary Work Easement

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

**EMERGENCY**

**DMZ**

**- 2024**

**APPROPRIATING** to public use certain real property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work.

WHEREAS, on \_\_\_\_\_, 2024, City Council of the City of Cincinnati passed Resolution No. \_\_\_\_\_, captioned, “**DECLARING** the intent to appropriate to public use certain real-property interests necessary to restructure a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work; and

WHEREAS, notice of the passage of said Resolution No. \_\_\_\_\_ has been served according to law; now, therefore,

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

Section 1. That the Council hereby appropriates a fee simple interest and a temporary easement interest in the real estate as described in Attachment A and depicted on Attachment B (the “Property”) for the purpose of restructuring a portion of Yoast Avenue and Saffer Street with a new horizontal and vertical alignment, to construct a mechanically stabilized earth retaining wall along said roadways, and replace portions of the water main and storm sewer system in order to alleviate periodic flooding and erosion concerns in or near said roadways, and to replace and upgrade resident access to the roadway and upgrade traffic control signage in conjunction with the aforementioned flooding and erosion control work (the “Project”). The owner(s) of record of the Property are as follows:

<u>Owner</u>	<u>Hamilton Co. Auditor Parcel No.</u>
Carl W. Keller	0206-0011-0015

Section 2. That the City Solicitor is hereby authorized to commence proceedings in a proper court by filing a complaint for appropriation of the foregoing parcels at such time as the City has met the requirements of Ohio Revised Code Section 163.04.

Section 3. That at any time prior or subsequent to the filing of a complaint or complaints for appropriation, the City Manager is hereby authorized, with the approval of the City Solicitor, to acquire by purchase the real property interests described in Section 1 hereof, and in connection with such acquisition, or for the preparation of court proceedings, to enter into special contracts for necessary services, expert or otherwise, as the same may be required.

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 acquire all real property interests necessary to construct the Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the public right-of-way and ancillary structures.

Passed: \_\_\_\_\_, 2024

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

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

ATTACHMENT A

Tract I

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CINCINNATI, OHIO**

[Surveyor's description of the premises follows]


---

Situated in the City of Cincinnati, Hamilton County, State of Ohio, being part of Section 32, Town 3, Fractional Range 2 of Land Between the Miamis, and being part of Lot 17 of the Robert Orr Subdivision conveyed to **Carl W. Keller** as recorded in O.R. 3433 Page 169 of the Hamilton County Recorder's Office, further described as follows:

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1. Thence North 05° 39' 30" East, for a distance of 12.17 feet, along the westerly line of said Keller parcel and the easterly line of said Hamilton County Land Reutilization parcel, to a point;
2. Thence South 40° 26' 33" East, for a distance of 36.30 feet, to a point on the easterly line of said Keller parcel and on the westerly line of a parcel conveyed to Eric Wolff as recorded in O.R. 14315 Page 813 of the Hamilton County Recorder's Office;
3. Thence South 32° 25' 10" West, for a distance of 5.37 feet, along the easterly line of said Keller parcel and the westerly line of said Wolff parcel, to a point at the southeasterly corner of the said Keller parcel, the southwesterly corner of said Wolff parcel, and on the northerly line of said Baltimore Pike Cemetery parcel;
4. Thence North 47° 29' 12" West, for a distance of 29.67 feet, along the southerly line of said Keller parcel and the northerly line of said Baltimore Pike Cemetery parcel, to the **Point of Beginning** of the area being described, containing 0.005 acres (238 square feet), more or less.

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Brian J. Oyer, P.S. 8732

11-30-2023  
Date



## Tract II

### TEMPORARY EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF ROADWAY IMPROVEMENTS BY THE CITY OF CINCINNATI, OHIO

[Surveyor's description of the premises follows]

Situated in the City of Cincinnati, Hamilton County, State of Ohio, being part of Section 32, Town 3, Fractional Range 2 of Land Between the Miamis, and being part of Lot 17 of the Robert Orr Subdivision conveyed to **Carl W. Keller** as recorded in O.R. 3433 Page 169 of the Hamilton County Recorder's Office, further described as follows:

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3. Thence South 32° 25' 10" West, for a distance of 11.16 feet, along the easterly line of said Keller parcel and the westerly line of said Wolff parcel;
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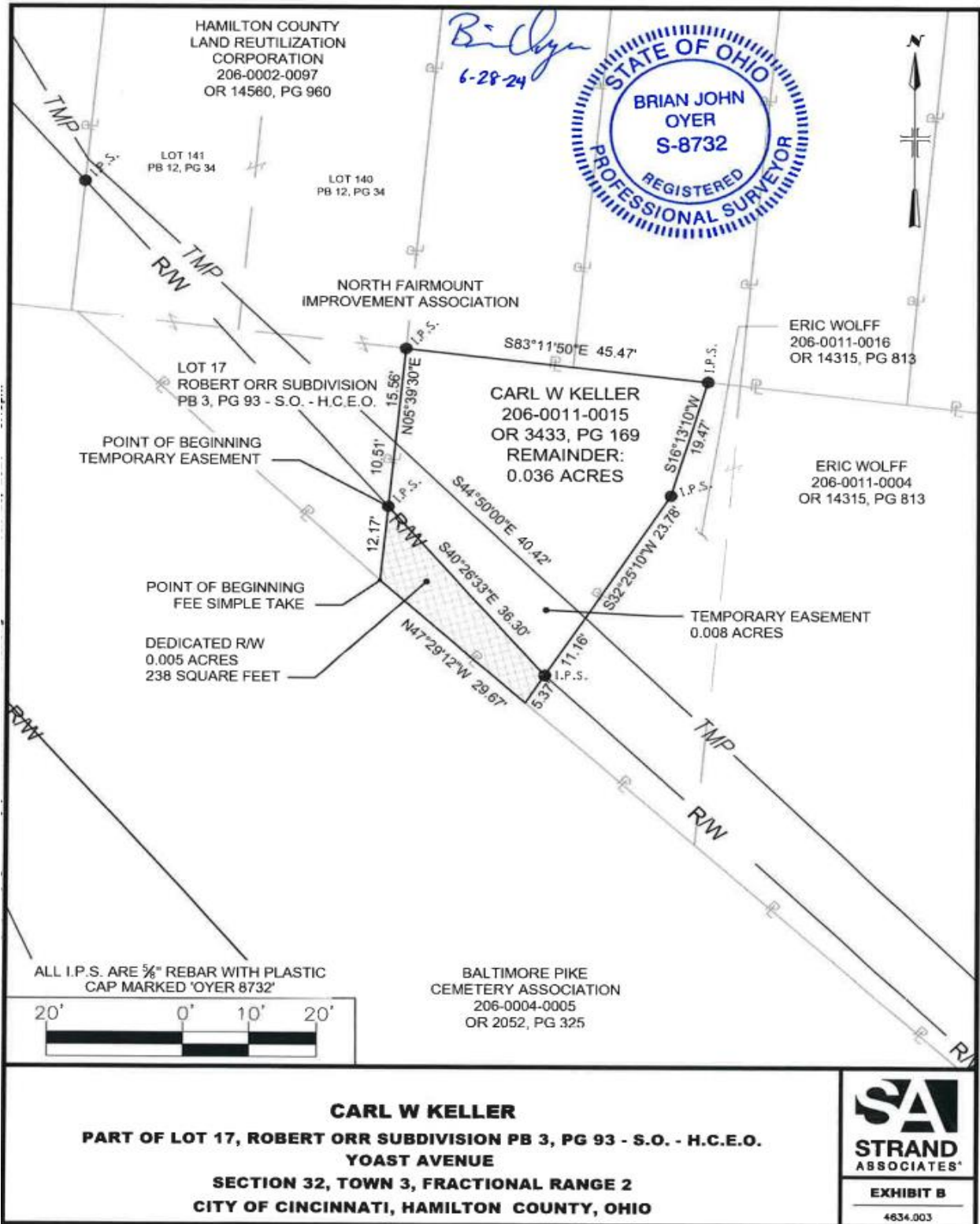
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\_\_\_\_\_  
Brian J. Oyer, P.S. 8732

*11-30-2023*  
\_\_\_\_\_  
Date



**ATTACHMENT B**





202402527

**Seth Walsh**  
Councilmember

12/9/2024

## **MOTION**

*To provide a report on available funding to small businesses impacted by road closures*

**WE MOVE** that the Administration provide a report within 60 days on potential grants, loan funding programs, and possible funding sources for businesses impacted by City construction projects.

## **STATEMENT**

The repairs along Riverside Drive and Edwards Road have caused unintentional and unintended harm to small businesses located adjacent to the projects. The work of keeping our streets well-maintained is important, but many small businesses still have a loss of profit during periods of road closure along our neighborhood business districts. Particularly in the case of emergency road repairs, these businesses often have very little lead time to adjust their planned expenditures to adjust for major road closures.

This report should include short-term grant funding or loan structures for the impacted small businesses and explore opportunities to create support programs for these businesses during periods of road closures in our neighborhood business districts. Administration should explore existing programs from other cities, including Salt Lake City's Small Business Construction Mitigation Grant and the City of San Antonio's Small Business Construction Support Grant Program.

Councilmember Seth Walsh

Vice Mayor Jan-Michele Kearney

202402499

**Date:** December 11, 2024

**To:** Councilmember Jeff Cramerding  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Ordinance - Engagement Process for Price Hill Landing**

---

Transmitted herewith is an ordinance captioned as follows:

**AUTHORIZING** the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” to source Fund No. 050, “General Fund,” to realign sources with uses; and **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 to provide one-time resources for the Price Hill Landing engagement process.

EESW/AKS(dmm)  
Attachment  
412532



**EMERGENCY**

**City of Cincinnati**

AKS

EESW

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

- 2024

**AUTHORIZING** the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” to source Fund No. 050, “General Fund,” to realign sources with uses; and **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 to provide one-time resources for the Price Hill Landing engagement process.

WHEREAS, Council wishes to provide one-time resources to support the Price Hill Landing engagement process to be conducted by Great Parks of Hamilton County; and

WHEREAS, there are sufficient funds in the Parks Department’s capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” that can be made available to support the Price Hill Landing engagement process; and

WHEREAS, community engagement activities for Price Hill Landing are in accordance with the “Live” goal to “[b]uild a robust public life” as well as the strategy to “[d]evelop and maintain inviting and engaging public spaces that encourage social interaction between different types of people” as described on pages 150-152 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and return to source of \$150,000 from existing capital improvement program project account no. 980x203x232023, “MLK Jr. Park,” to source Fund No. 050, “General Fund,” is authorized to realign sources with uses.

Section 2. That the transfer and appropriation of \$150,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to the Department of City Planning and Engagement General Fund non-personnel operating budget account no. 050x171x7200 is authorized to provide one-time resources for the Price Hill Landing engagement process.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of 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 make funding available for the Price Hill Landing engagement process.


Passed: \_\_\_\_\_, 2024

---

Aftab Pureval, Mayor

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

  
**Date:** December 11, 2024

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor   
**Subject:** **Ordinance – FY 2025 Office Budget Adjustments**

---

Transmitted herewith is an ordinance captioned as follows:

**AUTHORIZING** the transfer of \$2,310 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

EESW/LES(dmm)  
Attachment  
412304

EMERGENCY

City of Cincinnati

LES

EESW

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

- 2024

**AUTHORIZING** the transfer of \$2,310 within the General Fund from Vice Mayor Kearney’s General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney’s General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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

Section 1. That \$2,310 existing within Vice Mayor Kearney’s General Fund personnel operating budget account no. 050x029x7100 is transferred to Vice Mayor Kearney’s General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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 necessary funds for the operation of Vice Mayor Kearney’s office.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_

Aftab Pureval, Mayor

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

Clerk



December 11, 2024

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

202402501

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

**Subject: Ordinance – OES: Ohio EPA Grant for Interior Recycling Bins**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

This Ordinance authorizes the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency (OEPA)’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

The grant resources would enable the City to provide interior recycling bins for approximately 20,000 households. The City would prioritize offering bins to qualifying households in neighborhoods with households with an AMI of under \$50,000, which are less likely to have interior recycling bins. Interior bins help raise recycling participation, increase waste diversion from landfills, reduce litter and illegal dumping, and decrease the impact of litter on sewer and stormwater systems.

The grant requires local matching funds of 25 percent of the grant amount, which would be provided from existing resources in Wheeled Recycling Cart and Green Cincinnati Plan Sustainability Initiatives capital improvement program project accounts. No new FTEs/full time equivalents are required.

The grant application deadline was December 6, 2024, and the City has already applied for the grant, but no grant resources will be accepted without approval by the City Council.

Applying for this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-186 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to apply for a grant of up to \$200,000 from the Ohio Environmental Protection Agency’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings located primarily in the Rising 15 Neighborhoods.

WHEREAS, a grant of up to \$200,000 is available from the Ohio Environmental Protection Agency to provide interior recycling bins to residents of two- to four-unit multi-family dwellings; and

WHEREAS, the grant resources would enable the City to provide interior recycling bins for approximately 20,000 households; and

WHEREAS, the City would prioritize offering bins to qualifying households in neighborhoods with households with an AMI of under \$50,000, which may include neighborhoods that have been identified as the Rising 15 Neighborhoods, which are less likely to have interior recycling bins, and would expand to other neighborhoods if inventory permits; and

WHEREAS, interior bins help raise recycling participation, increase waste diversion from landfills, reduce litter and illegal dumping, and decrease the impact of litter on sewer and stormwater systems; and

WHEREAS, the grant requires local matching funds of 25 percent of the grant amount, which would be provided from existing resources in Wheeled Recycling Cart and Green Cincinnati Plan Sustainability Initiatives capital improvement program project accounts; and

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

WHEREAS, the grant application deadline was December 6, 2024, and the City already has applied for the grant, but no grant resources will be accepted without approval by Council; and

WHEREAS, applying for this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-186 and 209 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 \$200,000 from the Ohio Environmental Protection Agency’s Recycling Community and Litter program to provide interior recycling bins to residents of two- to four-unit multi-family dwellings in neighborhoods

with households with an AMI of under \$50,000, which may include neighborhoods that have been identified the Rising 15 Neighborhoods.

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: \_\_\_\_\_, 2024

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

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

December 11, 2024

**To:** Mayor and Members of City Council 202402504  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Ordinance – OES: EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant Application**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging original recycling cart fleet.

This Ordinance authorizes the City Manager to apply for a grant of up to \$5,000,000 from the United States Environmental Protection Agency (EPA) under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging, original recycling cart fleet.

The City’s recycling cart fleet includes approximately 80,000 aging, original recycling carts across all City neighborhoods. The original recycling cart fleet was obtained and deployed in 2010, with a ten-year warranty period. The original recycling carts within the fleet are out of the warranty period and failing at an increasing rate. Replacing these aging, original recycling carts will help raise recycling participation, increase waste diversion from the landfill, reduce litter and illegal dumping, and decrease the litter impact to the City’s sewer system.

This grant requires no matching funds from the City, and there are no new FTEs/full time equivalents associated with this grant.

To meet the grant application deadline of December 20, 2024, the City may apply for the grant prior to the passage of this Ordinance, but no funds will be accepted without approval by the City Council.

Replacing the City’s aging, original recycling cart fleet is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-185 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment



**AUTHORIZING** the City Manager to apply for a grant of up to \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging original recycling cart fleet.

WHEREAS, a grant of up to \$5,000,000 is available from the U.S. Environmental Protection Agency (EPA) under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to support improvements to local post-consumer materials management, including municipal recycling programs, and assisting local waste management authorities in making improvements to local waste management systems; and

WHEREAS, the City’s recycling cart fleet includes approximately 80,000 aging, original recycling carts across all City neighborhoods; and

WHEREAS, the original recycling cart fleet was obtained and deployed in 2010, with a ten-year warranty period, and these original recycling carts within the fleet are out of the warranty period and failing at an increasing rate; and

WHEREAS, replacing these aging, original recycling carts will help raise recycling participation, increase waste diversion from the landfill, reduce litter and illegal dumping, and decrease the litter impact to the City’s sewer system; and

WHEREAS, this grant requires no matching funds from the City and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, to meet the grant application deadline of December 20, 2024, the City may apply for the grant prior to the passage of this ordinance, but no funds will be accepted without approval by Council; and

WHEREAS, replacing the City’s aging, original recycling cart fleet is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 181-185 and 209 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 \$5,000,000 from the U.S. Environmental Protection Agency under the Solid Waste Infrastructure for Recycling grant program (ALN 66.920) to replace the City’s aging, original recycling cart fleet.

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

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

Passed: \_\_\_\_\_, 2024

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

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



December 11, 2024

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** Ordinance – DOTE: Accept PROTECT Grant for Landslide Mitigation

202402505

Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation (“PROTECT”) grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; **AUTHORIZING** the Director of Finance to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

This Ordinance establishes capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City. This Ordinance also authorizes the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation (“PROTECT”) grant of up to \$10,079,824 to the newly established “Landslide Mitigation PROTECT Grant” capital improvement program project account.

On September 7, 2023, the City Council approved Ordinance No. 0293-2023, which authorized the City Manager to apply for a PROTECT grant of up to \$10,200,000. The City was awarded up to \$10,079,824 in PROTECT grant resources.

The PROTECT grant requires a twenty percent local match, which will be provided from a combination of future capital improvement program projects, existing grants, and partially funded Community Budget Requests (CBRs). No new FTE/full time equivalents are required.

Utilizing grant funding for transportation projects that improve the safety of City streets is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to [p]reserve our built history” as described on pages 193 – 198 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment



**ESTABLISHING** new capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City; **AUTHORIZING** the City Manager to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; **AUTHORIZING** the Director of Finance to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant”; and **AUTHORIZING** the City Manager to execute any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on September 7, 2023, Council passed Ordinance No. 293-2023, which authorized the City Manager to apply for a Resilience Improvements grant of up to \$10,200,000 from the U.S. Department of Transportation’s (“USDOT”) Promoting Resilient Operations for Cost-Saving Transportation (“PROTECT”) grant program for resources to ensure transportation resilience to natural hazards including improving the safety of City streets by addressing numerous landslide and retaining wall failures in City neighborhoods; and

WHEREAS, the City was awarded a PROTECT grant of up to \$10,079,824 from USDOT, and Council authorization is required to accept and appropriate grant resources; and

WHEREAS, the PROTECT grant requires a twenty percent local match, which will be provided from a combination of future capital improvement program project accounts, existing grants, and partially funded community budget requests; and

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

WHEREAS, utilizing grant funding for transportation projects that improve the safety of City streets is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]reserve our built history” as described on pages 193 – 198 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish capital improvement program project account 980x233x252346, “Landslide Mitigation PROTECT Grant,” to provide landslide and retaining wall failure mitigation throughout the City.

Section 2. That the City Manager is authorized to accept and appropriate a Promoting Resilient Operations for Cost-Saving Transportation grant (ALN 20.205) of up to \$10,079,824 from the U.S. Department of Transportation and administered by the Federal Highway Administration to newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant.”

Section 3. That the Director of Finance is authorized to deposit grant resources into the newly established capital improvement program project account no. 980x233x252346, “Landslide Mitigation PROTECT Grant.”

Section 4. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

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

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

Passed: \_\_\_\_\_, 2024

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

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



December 11, 2024

**To:** Mayor and Members of City Council 202402513  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance –Fire: Firefighter Appreciation Day Donation**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

This Emergency Ordinance authorizes the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department (CFD) team building and promotional events. It also authorizes the Director of Finance to deposit the donated resources into General Fund revenue account 050x8571. Finally, this Emergency Ordinance authorizes the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

The Rotary Foundation of Cincinnati donated \$1,000 in honor of the 2024 Fire Department Appreciation event hosted by the Cincinnati Rotary Club. This donation will be utilized to support team building and promotional events in the Cincinnati Fire Department.

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

Acceptance of this donation 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 reason for the emergency is the immediate need for the Cincinnati Fire Department to timely accept and utilize the donated funds.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

**KKF**

**- 2024**

**AUTHORIZING** the City Manager to accept a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 for Cincinnati Fire Department team building and promotional events.

WHEREAS, the Rotary Foundation of Cincinnati generously donated \$1,000 to the City of Cincinnati in honor of the 2024 Fire Department Appreciation event hosted by the Cincinnati Rotary Club; and

WHEREAS, the \$1,000 in donated funds will be used by the Cincinnati Fire Department for team building and promotional events; and

WHEREAS, there are no matching funds required to accept this donation, and there are no FTEs/full time equivalents associated with this donation; and

WHEREAS, acceptance of this donation 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); 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 a donation of \$1,000 from the Rotary Foundation of Cincinnati to provide resources for Cincinnati Fire Department team building and promotional events.

Section 2. That the Director of Finance is authorized to deposit the donated funds into General Fund 050 revenue account no. 050x8571.

Section 3. That the transfer and appropriation of \$1,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x272x7300 is authorized to provide resources for Cincinnati Fire Department team building and promotional events.

{00412180-5}

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Cincinnati Fire Department to timely accept and utilize the donated funds.

Passed: \_\_\_\_\_, 2024

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

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

**December 16, 2024**

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

202402573

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

**Subject: Emergency Ordinance – Parks: Cincinnati Park Board  
Commissioners’ Fund Cash Donations (B Version)**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners’ Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

The B Version of this Emergency Ordinance includes an attached list of donations.

This Emergency Ordinance authorizes the City Manager to accept and deposit a donation totaling \$446,511.22 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430. Furthermore, this Emergency Ordinance authorizes the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts according to the attached Schedule B.

Acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-196 and 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the need to provide resources to support ongoing Parks programming and capital improvement projects.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



**EMERGENCY**

**MSS/B**

**- 2024**

**AUTHORIZING** the City Manager to accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners’ Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts according to the attached Schedule A to provide resources for various operating needs of the Parks Department; and **AUTHORIZING** the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts according to the attached Schedule B to provide resources for Parks Department capital improvement program projects.

WHEREAS, the Cincinnati Park Board Commissioners’ Fund (“Commissioners’ Fund”) consists of funds received from endowments and donations from various entities, including the Cincinnati Parks Foundation, to support the Cincinnati Park Board; and

WHEREAS, the Commissioners’ Fund received donations from the Cincinnati Parks Foundation throughout FY 2024 and FY 2025 in support of activities, capital improvement program projects, and other programs at various Cincinnati parks as detailed in Attachment A; and

WHEREAS, the Cincinnati Board of Park Commissioners (“Park Board”) has approved the allocation of \$446,511.22 from the Commissioners’ Fund, consisting of these donations from the Cincinnati Parks Foundation, to provide resources for continuing activities and programs at various Cincinnati parks and in support of Parks Department capital improvement program projects; and

WHEREAS, in the interest of time, resources previously donated for the Burnet Woods Dog Park were authorized to be appropriated from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 via Ordinance No. 388-2024; and

WHEREAS, this ordinance accepts and appropriates the balance of the resources needed for the Burnet Woods Dog Park in addition to other capital improvement program projects according to the attached Schedule B; and

WHEREAS, there is now a need for Council to accept and appropriate this donation from the Commissioners’ Fund to support various Parks Department operating and capital improvement needs outlined in the attached Schedules; and

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

WHEREAS, acceptance of this donation is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy

to “[u]nite our communities” as described on pages 193-196 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 accept and deposit a donation of \$446,511.22 from the Cincinnati Parks Foundation through the Cincinnati Park Board Commissioners’ Fund, as detailed in Attachment A, into Parks Private Endowment and Donations Fund 430 for use by the Parks Department.

Section 2. That Council authorizes the transfer and appropriation of \$260,163.22 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts, according to the attached Schedule A, to provide resources for various operating needs of the Parks Department.

Section 3. That Council authorizes the transfer and appropriation of \$185,692.82 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to existing capital improvement program project accounts, according to the attached Schedule B, to provide resources for existing Parks Department capital improvement program projects.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to provide resources to support ongoing Parks programming and capital improvement projects.

Passed: \_\_\_\_\_, 2024

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

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



**Parks Foundation Cash Donations to Cincinnati Park Board for FY 2024 and FY 2025**

<b>Date</b>	<b>Fiscal Year</b>	<b>Type</b>	<b>Number</b>	<b>Grant Title/Specific Purpose</b>	<b>Donation Amount</b>
<b>Operations</b>					
8/15/2023	FY 2024	Check	15207	Carter's Grove plant & landscape grant 3/1/23	\$40,000.00
10/16/2023	FY 2024	Check	15359	Event electrical panels - Smale park area	\$16,000.00
10/16/2023	FY 2024	Check	15356	Glenway invasive removal	\$24,150.00
10/16/2023	FY 2024	Check	15360	Krohn show programming 2022	\$28,600.00
10/16/2023	FY 2024	Check	15362	Liberty Gardens grounds maintenance 2023	\$6,432.52
10/16/2023	FY 2024	Check	15363	Wolf statue stone base renovation	\$5,390.00
3/19/2024	FY 2024	Check	15583	Explore Nature - Nature Connections bussing	\$9,500.00
6/24/2024	FY 2024	Check	15784	Liberty Gardens grounds maintenance 2024	\$6,708.70
7/25/2024	FY 2025	Check	15841	Reduced/waived program fees Explore Nature	\$2,000.00
7/25/2024	FY 2025	Check	15842	Summer Camp Scholarship Explore Nature	\$2,520.00
9/30/2024	FY 2025	Check	15946	Brumm Arbor restoration	\$23,012.00
9/30/2024	FY 2025	Check	15946	Daniel Drake tree maintenance	\$10,100.00
9/30/2024	FY 2025	Check	15946	Greenspace - flowerpot program	\$14,250.00
11/14/2024	FY 2025	Check	16020	Ault Park Fireworks 2024	\$6,000.00
11/14/2024	FY 2025	Check	16021	Caldwell Invasives	\$9,500.00
11/14/2024	FY 2025	Check	16017	Kennedy Park Wetland	\$5,000.00
11/14/2024	FY 2025	Check	16019	Krohn Programming 2023 & 2024	\$47,500.00
11/14/2024	FY 2025	Check	16018	Stephenson Sisters Explore Nature 2024	\$3,500.00
					<b>\$260,163.22</b>
<b>Capital Support</b>					
7/25/2024	FY 2025	Check	15844	Mt. Airy Bike Skills Course - \$107,348.00	\$107,348.00
7/25/2024	FY 2025	Check	15843	California Woods Sugar Shack - \$19,000.00	\$19,000.00
11/14/2024	FY 2025	Check	16016	Burnet Woods Dog Park Replenishment to 430	\$60,000.00
					<b>\$186,348.00</b>
<b>Grand Total</b>					<b>\$446,511.22</b>

Schedule B.

SCHEDULE OF TRANSFER

Appropriate: \$185,692.82

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	430	Parks Private Endowment and Donations	232037	Mt. Airy Forest Bike Course	140,000.00	247,348.00	107,348.00
	430	Parks Private Endowment and Donations	242000	Park Infrastructure Rehabilitation	2,685,600.00	2,763,944.82	78,344.82

**SCHEDULE OF TRANSFER**

**SCHEDULE A. Operating Budget Transfer Schedule**

Parks Private Endowment and Donations Fund 430									
<i>REDUCTIONS</i>					<i>INCREASES</i>				
	Fund	Agency	Appropriation Unit	\$ Amount		Fund	Agency	Appropriation Unit	\$ Amount
<b>SUPPLEMENTAL APPROPRIATIONS</b>					<b>SUPPLEMENTAL APPROPRIATIONS</b>				
<b>SOURCE ACCOUNTS</b>					<b>USE ACCOUNTS</b>				
UNAPPROPRIATED SURPLUS		430		260,163.22	DEPARTMENT OF PARKS				
					OPERATIONS AND FACILITY MANAGEMENT	430	202	7200	97,181.22
					OPERATIONS AND FACILITY MANAGEMENT	430	202	7300	152,882.00
					ADMINISTRATION AND PROGRAM SERVICES	430	203	7200	10,100.00
					<b>Subtotal Supplemental Appropriations</b>				<b>260,163.22</b>
<b>TOTAL FUND REDUCTIONS</b>				<b>260,163.22</b>	<b>TOTAL FUND INCREASES</b>				<b>260,163.22</b>

**December 11, 2024**

202402503

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

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

**Subject: Emergency Ordinance – Cincinnati Recreation Commission (CRC): Game Officials Moral Obligation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games; and **AUTHORIZING** the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

Approval of this Emergency Ordinance will authorize the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 to Rick Adams for outstanding charges related to officiating games. This Emergency Ordinance will also authorize the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 to George Burnett for outstanding charges related to officiating games.

CRC received game-officiating services from Rick Adams and George Burnett. The hours worked by Rick Adams and George Burnett exceeded the \$5,000 certification limit for services, but CRC continued to use their services as these individuals are among the most reliable officials to fill in when CRC is otherwise unable to identify officials to work.

The reason for the emergency is the immediate need to pay Rick Adams and George Burnett for the outstanding charges for the services rendered.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**CMZ**

**- 2024**

**AUTHORIZING** the payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games; and **AUTHORIZING** the payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) received game officiating services from Rick Adams and George Burnett; and

WHEREAS, the hours worked by Rick Adams and George Burnett exceeded the \$5,000 certification limit for services, but CRC continued to use their services as these individuals are among the most reliable officials to fill in when CRC is otherwise unable to identify officials to work; and

WHEREAS, sufficient resources are available in CRC Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 to pay for the services provided by Rick Adams and George Burnett; and

WHEREAS, Council desires to pay \$280 to Rick Adams and \$1,610 to George Burnett for the additional officiating work performed; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$280 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to Rick Adams for outstanding charges related to officiating games.

Section 2. That the Director of Finance is authorized to make a payment of \$1,610 from Cincinnati Recreation Commission Recreation Special Activities Fund operating budget account no. 323x197x2720x7289 as a moral obligation to George Burnett for outstanding charges related to officiating games.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of 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 pay Rick Adams and George Burnett for the outstanding charges for the services rendered.

Passed: \_\_\_\_\_, 2024

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

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

December 11, 2024

To: Mayor and Members of City Council  
From: Sheryl M.M. Long, City Manager  
CC: Natasha S. Hampton, Assistant City Manager  
Subject: Emergency Ordinance –Water Service Agreement with the Village of Cleves

202402519

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Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water service through December 31, 2050.

The City and the Village of Cleves are parties to a water service agreement expiring December 31, 2024 for the Greater Cincinnati Water Works (“GCWW”) to provide standby water service to the village and its water works on a temporary as needed basis. This Ordinance authorizes the City to enter into a new agreement for GCWW to continue to provide standby water service through December 31, 2050.

The Administration recommends passage of this Emergency Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works 

**EMERGENCY**

**CFG**

**- 2024**

**AUTHORIZING** the City Manager to execute a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water service through December 31, 2050.

WHEREAS, the City of Cincinnati (the “City”) owns and operates the Greater Cincinnati Water Works, a municipal water utility empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City Council; and

WHEREAS, the City is providing standby emergency surplus water to the Village of Cleves (“Cleves”) pursuant to a Water Service Agreement dated June, 14, 1999 (the “Agreement”); and

WHEREAS, the Agreement will expire December 31, 2024; and

WHEREAS the City and Cleves desire to enter into a new Water Service Agreement for the City to continue providing standby emergency surplus water to Cleves on the terms and conditions set forth in Attachment A to this ordinance; 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 enter into a Water Service Agreement with the Village of Cleves, Ohio, for the purpose of providing standby emergency surplus water through December 31, 2050, substantially in the form of the agreement attached as Attachment A hereto and incorporated herein.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of this ordinance and the Water Service Agreement with the Village of Cleves, Ohio.

Section 3. That this ordinance shall be an emergency measure necessary for 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

{00412567-1}



execute the new Water Service Agreement enabling the City to continue providing standby emergency surplus water to the Village of Cleves after the expiration of the existing Agreement on December 31, 2024.

Passed: \_\_\_\_\_, 2024

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

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

**WATER SERVICE AGREEMENT BETWEEN  
THE CITY OF CINCINNATI AND THE VILLAGE OF CLEVES**

This *Water Service Agreement* (“Agreement”) is made and entered into effective as of January 1, 2025, between the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for the purposes of this Agreement is 4747 Spring Grove Avenue, Cincinnati, Ohio 45232 (“Cincinnati”) and the VILLAGE of CLEVES, an Ohio municipal corporation, the address of which is 101 North Miami Avenue, Cleves, Ohio 45002 (“Cleves”).

**RECITALS**

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (“GCWW”), a municipal water utility that supplies water to its inhabitants, and is empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City Council.
- B. Cleves owns and operates the Cleves Waterworks, a municipal water utility that supplies water to its inhabitants and is empowered pursuant to Ohio Constitution Article XVIII, Section 4 to contract to purchase water for supply to its inhabitants.
- C. Cincinnati has provided standby emergency surplus water to Cleves, pursuant to a *Water Service Agreement* between the parties dated June 14, 1999 (“**1999 Agreement**”), which will expire December 31, 2024.
- D. The parties desire to enter into this new Agreement for Cincinnati to continue to provide standby emergency surplus water to Cleves on the terms and conditions provided herein.
- E. This Agreement is authorized by Cleves Village Ordinance No. 13-2024, adopted on November 13, 2024, and Cincinnati City Council Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, Cincinnati and Cleves do hereby agree as follows:

1. **TERM.** The term (“Term”) of this Agreement shall commence on January 1, 2025 and continue until December 31, 2050. This Agreement may be terminated by either party upon on one hundred and eighty (180) days prior written notice to the other party. The 1999 Agreement shall terminate pursuant to its terms.

2. **DEFINITIONS.** Except as otherwise expressly indicated in this Agreement, the terms herein shall have the meaning defined in this Section 2.

A. Cincinnati Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cincinnati for itself, its inhabitants, and for all other areas served by Cincinnati, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

B. Cleves Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cleves for itself, its inhabitants, and for all other areas served by Cleves, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

C. Cincinnati Rules and Regulations shall mean the ordinances (including relevant portions of the Cincinnati Municipal Code), laws, standards, specifications, rules, and regulations governing the Greater Cincinnati Water Works.

3. **SURPLUS WATER.** The parties agreement Cincinnati shall supply surplus water service to Cleves only when Cincinnati has available surplus water beyond the water service needs of customers within the City of Cincinnati. Cincinnati shall have the right to prioritize water service to the residents of the City of Cincinnati over all other customers. Cincinnati shall have sole discretion to adjust the prioritization and allocation of water service among non-Cincinnati customers. Cincinnati does not guarantee the ability, and shall not be liable for failure, to furnish water or minimum pressure to Cleves. Cleves shall not supply the surplus water herein to properties outside of the corporate boundaries of the Village of Cleves (as may be modified from time to time), which are shown on Exhibit A.

4. **APPLICABLE LAWS.** Except as otherwise expressly provided herein, the parties agree that the Cincinnati Rules and regulations (as may be modified by Cincinnati from time to time) shall apply to and be enforceable as to all aspects of Cincinnati's water service to Cleves under this Agreement, including but not limited to billing and ownership and maintenance of facilities and appurtenances to the water system. Cincinnati shall apply the Cincinnati Rules and Regulations no differently as to Cleves as to within the City of Cincinnati, except as expressly provided herein. The Cincinnati Water System is subject to strict federal, state and local regulation regarding water quality and water treatment practices. Cincinnati is ultimately responsible for water quality of and shall have sole discretion to manage the Cincinnati Water system to ensure compliance with these requirements, and to protect health, lives, and property including, but not limited to, decisions as to capital improvements and their replacement associated with the quality of water, water production, treatment techniques, and water quality analysis equipment and facilities.

5. **STANDBY WATER SERVICE.**

A. Standby Service. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, following Cleves' prior notification to Cincinnati as provided

below, Cincinnati will make best efforts to furnish standby water service to Cleves on a temporary basis through the Connections (as defined herein) for the following needs and no others:

- i. Emergency Use. Cleves shall obtain prior verbal approval from GCWW Distribution Dispatch at (513) 591-7700 (24 hours) to operate the Connections to access emergency standby water. Within 24 hours of verbal approval, Cleves shall provide written notice to the GCWW Director of the reason for and extent of use of emergency standby water. For purposes of this section, an “Emergency” shall be defined as any situation arising from fire, flood, storm, water main break or other malfunction or breakdown of a water system or unpotable condition of water in a water system, or a similar emergency condition causing an immediate threat to the life, health, property or normal business of the customers served by the water system experiencing the emergency. The parties agree that inadequate water supply due to inadequate facilities and/or high seasonal demand shall not be considered an emergency.
  - ii. Non-Emergency Use. Cleves may request to purchase surplus water for non-emergency purposes, such as system maintenance, which shall only be accessed with the prior written approval of GCWW.
- B. Connections. There are two existing connections for surplus water delivery between the Cincinnati Water System and the Cleves Water System located at Bridgetown Road, Miami Township, Hamilton County, Ohio and another near the intersection of Interstate 74 and State Route 128 in Whitewater Township, Hamilton County, Ohio (including any connections installed in the future, the “**Connections**”).

Cincinnati shall be responsible for maintaining and replacing the existing master meters at the Connections. Other than the master meters, Cleves shall own and be responsible for the maintaining, repairing, operating, replacing and testing of the water facilities comprising the Connections, including the pressure regulator valves, meter pits, backflow preventers, and other related appurtenances, in accordance with GCWW Rules and Regulations as well as any applicable state and federal regulations. Cleves may add or upgrade the Connections at its own cost and in accordance with plans approved by Cincinnati. Upon termination or expiration of this Agreement, Cleves shall remove and plug the Connections subject to the inspection and approval of GCWW. Any and all work performed by Cleves pursuant to this Agreement shall conform in all respects to the standards, ordinances, laws, rules and regulations of Cincinnati, as described in Chapter 401 of the Cincinnati Municipal Code, and will be subject to GCWW inspection and approval.
- C. Notwithstanding anything to the contrary in this Agreement, Cincinnati shall be excused from providing standby water if it is experiencing an exigency or emergency such as in the case of main breaks, serious damage to reservoirs or pumping equipment, or other emergencies or necessities (in which case the water may be shut off without notice). Cleves further agrees and understands that since the location of Cleves’ connections to the Cincinnati Water System are not within the corporate limits of Cincinnati, that service to

Cleves, or any other areas on a standby or emergency basis, is at all times dependent upon the availability of sufficient surplus water to Cleves' connection.

6. **COMPENSATION.** From time to time, Cincinnati City Council shall fix by ordinance the charges for water supplied to political jurisdictions. Nothing in this Agreement shall limit in any way Cincinnati's right to establish rates for water supplied to customers in Cincinnati. During the Term, the rates for service under this Agreement shall be as follows:

A. Standby Water. Cleves shall pay for emergency and non-emergency standby water at rates fixed from time to time by ordinance of the Council of Cincinnati for water used by political subdivisions (currently Cincinnati Municipal Code §401-81). The "Charges to Political Subdivisions" rates for 2025 are:

Period	Political Subdivision Rate
Jan 1-April 30, 2025	\$3.84/ccf
Nov. 1 – Dec. 31, 2025	
May 1 – Oct. 31, 2025	\$4.58/ccf

Payment for standby water furnished shall be made within thirty (30) days after billing by Cincinnati. Payment is agreed to be for the purchase of water and water service and shall not be interpreted to be for the purchase of any portion of the Cincinnati Water System or other Cincinnati-owned property used in providing water and/or water service.

8. **RIGHT TO USE.** Cincinnati Water Systems, its successors and assigns as to the ownership of the Cincinnati Water System, shall have the right to use all existing easements and rights-of-way within the Village of Cleves for construction, operation, maintenance, repair and replacement of existing GCWW water mains and other appurtenances (including public water service branches), which right shall not be terminated as long as Cincinnati, its successors or assigns are furnishing water to Cleves or through Cleves to other areas of the GCWW Water System. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights of Cincinnati may have to lay water mains in the streets of the Village of Cleves without Cleves' consent, for the purpose of furnishing water to consumers in the GCWW Water System.

9. **FURNISHING OF DETAILED DRAWINGS.** Cleves shall furnish to Cincinnati reproducible, detailed drawings showing the location of all pipes, special castings, valves and fire hydrants installed under their responsibility in connection with this Agreement.

10. **CONSTRUCTION AND RESTORATION.** Following construction, reconstruction, maintenance, repair, laying, relaying or replacement of water mains in the streets of Cleves, Cincinnati shall restore such streets to their original condition to the satisfaction of Cleves; however, Cincinnati shall not be required to repave or resurface any part of any street not opened by it in connection with such work. Cincinnati shall make best efforts to complete all water main work in the Village of Cleves within a reasonable amount of time following commencement.

11. **NOTICES.** All legal notices required under this Agreement shall be personally served or sent by first class U.S. mail, postage prepaid, addressed to the parties as follows, or to such other addresses as a party may designate in writing for such purpose:

To Cincinnati:

City of Cincinnati  
Greater Cincinnati Water Works  
Attention: Office of the Executive Director  
4747 Spring Grove Avenue  
Cincinnati OH 45232

To Cleves:

Village of Cleves  
Mayor's Office  
101 North Miami Avenue  
Cleves OH 45002

However, if Cleves sends a notice to Cincinnati alleging that it is in default under this Agreement or that Cleves desires to terminate or not renew the Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati OH 45202.

12. **EXCLUSIONS OF DAMAGES; LIMITATIONS OF LIABILITY.** Except with respect to (i) a breach or inaccuracy of any representations or warranties hereunder; (ii) a breach of obligations to follow applicable laws and regulations; or (iii) a party's gross negligence, willful misconduct or fraud, neither party shall be liable for any damages. Notwithstanding the foregoing: (x) neither party shall be liable, for any indirect, incidental, special or consequential damages suffered by the other party hereto as a result of any breach of this Agreement, even if the other party has been advised of the possibility of such damages; (y) nothing in this Agreement shall be construed to make Cincinnati in any way responsible for the Cleves Water System, including but not limited to its improvement, maintenance, repair or the quality of the water beyond the connection; and (z) Cincinnati shall not have any liability for damages regarding supply of water or minimum pressure.

13. **GENERAL PROVISIONS.**

- i. No Third-Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cincinnati or Cleves.
- ii. Waiver. This Agreement shall be construed in such a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

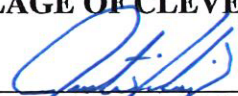
- iii. Entirety; Conflict. This Agreement and any documents, laws, codes, regulations, or written policies specifically identified herein and in the Exhibits contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- iv. Severability. In the event that any provision of this Agreement is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions. Each provision of this Agreement will be and is deemed to be separate and separable from each other provision.
- v. Choice of Law; Joint Preparation. This Agreement is entered into and is to be performed in the State of Ohio. Cincinnati and Cleves agree that the laws of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties under and related to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party.
- vi. Forum Selection. The parties, their successors, and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceedings arising from, or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Cincinnati to Cleves in connection therewith. However, in the event that any claim arising from, related, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for such lawsuit shall be in the United States District Court of United States Bankruptcy Court for the Southern District of Ohio.
- vii. Electronic, Counterpart and PDF Signatures. This Agreement may be executed in counterparts, and an electronic, facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- viii. Official Capacity. 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 Cincinnati in other than his or her official capacity.
- ix. Amendment. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

14. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A – Map of Service Area (on January 1, 2025)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

**VILLAGE OF CLEVES**

By:   
Justin Habig, Administrator

Printed Name: JUSTIN HABIG

Date: 11/20, 2024

By:   
Penny Williams, Village Clerk

Date: November 13, 2024

**APPROVED AS TO FORM:**

  
Rob Merkle, Village Solicitor

[CITY OF CINCINNATI SIGNATURE PAGE FOLLOWS]



**CITY OF CINCINNATI**

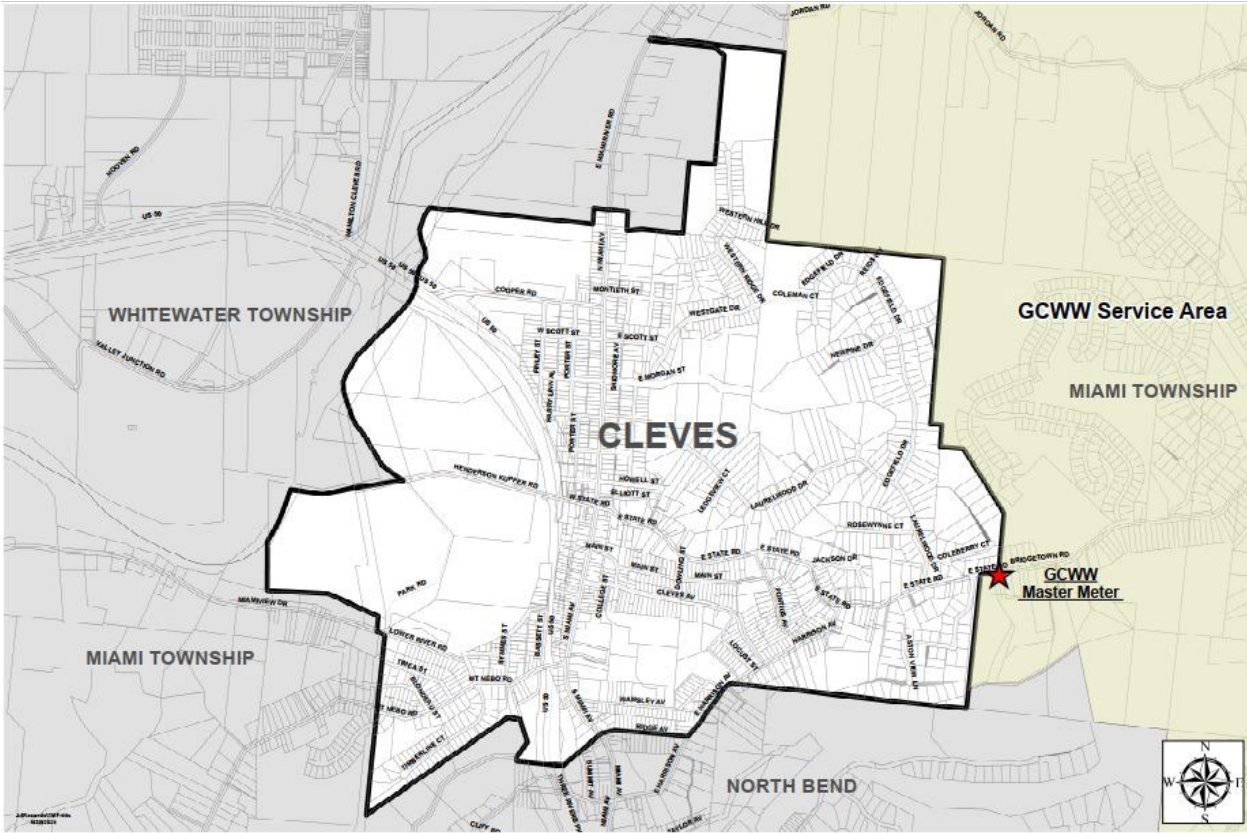
By: \_\_\_\_\_  
Sheryl M.M. Long, City Manager

Date: \_\_\_\_\_, 2024

**RECOMMENDED BY:**

\_\_\_\_\_  
Cathy B. Bailey, Executive Director  
Greater Cincinnati Water Works

**EXHIBIT A  
MAP OF CLEVES SERVICE AREA**



December 18, 2024

TO: Members of the Budget and Finance Committee 202402562  
FROM: Sheryl M.M. Long, City Manager  
SUBJECT: Ordinance – Department of City Planning and Engagement Revised Fees

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Attached is an Ordinance captioned:

**AUTHORIZING** the Department of City Planning and Engagement (“DCPE”) to adjust fees charged for certain services for planning-related functions and in administering the Cincinnati Zoning Code to allow the DCPE to recover a higher portion of its true cost of the services provided.

The Department of City Planning and Engagement (DCPE) charges fees for certain planning- and zoning-related services in performing city planning-related functions in administering the Cincinnati Zoning Code and Subdivision Regulations. The current fees have not been adjusted since 2014 and 2015. Some fees require City Planning Commission approval while others require approval by City Council.

DCPE conducted a detailed analysis of its current fees, fees charged by other cities, the cost of staff time for each of their fees, and impact of inflation. This analysis found that the contrast with other cities was a dissimilar comparison, given that each city’s processes and application types are different. The analysis also found that the cost of staff time for each application type outweighed the revenue received from the current fee.

In order to adjust fees to better align with staff time without creating a drastic increase, most proposed fee increases are based on inflation. In most cases, the percentage of increase is between 50% and 67%. The one outlier is the Notwithstanding Ordinance (150%), which was considered appropriate to price at the same cost as a zone change.

Approval of this Ordinance will adjust the fees for Zoning Map or Text Amendments, Map Amendment to Planned Development, Planned Development Major Amendment, and Notwithstanding Ordinance. The City Planning Commission approved fee increases for Minor Subdivisions, Major Subdivisions, Final Development Plan, Mapping Services, and Copies, which will go into effect concurrent with the date the City Council-established fees go into effect.

Although the proposed fees do not fully cover the cost of staff time, the modest increases will allow the department to recoup a higher portion of its costs each year for planning and zoning services.

cc: William “Billy” Weber, Assistant City Manager  
Katherine Keough-Jurs, FAICP, Director, Department of City Planning and Engagement

**AUTHORIZING** the Department of City Planning and Engagement (“DCPE”) to adjust fees charged for certain services for planning-related functions and in administering the Cincinnati Zoning Code to allow the DCPE to recover a higher portion of its true cost of the services provided.

WHEREAS, the Department of City Planning and Engagement (“DCPE”) provides certain services for City of Cincinnati planning-related functions and in administering the Cincinnati Zoning Code; and

WHEREAS, after a review of the DCPE actual costs to provide certain services, the DCPE determined that an increase to various fees is necessary to recover a higher portion of the true costs of the services being provided; and, therefore,

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

Section 1. The Department of City Planning and Engagement is hereby authorized to assess and charge the following fees for the following planning- and zoning-related services effective as of January 1, 2025:

- a) Processing and Administration of Notwithstanding Ordinance Applications Related to the Cincinnati Zoning Code.....\$2,500
- b) Processing and Administration of Text Amendment Applications Related to the Cincinnati Zoning Code.....\$2,500
- c) Processing and Administration of Zone Map Amendment Applications Related to the Cincinnati Zoning Code .....\$2,500
- d) Processing and Administration of Applications for the Establishment of Planned Development Concept Plans.....\$5,000
- e) Processing and Administration of Applications for Major Amendments to Planned Development Concept Plans.....\$5,000

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

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

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

**December 16, 2024**

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

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

202402567

**Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Abatement with Grammers Place, LLC.**

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Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, at a total construction cost of approximately \$26,000,000.

### **STATEMENT**

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

**COMMERCIAL:** The redevelopment of these commercial spaces will help contribute to Cincinnati’s economic stability by opening more potential for future job opportunities by increasing space for new tenants.

### **BACKGROUND/CURRENT CONDITIONS**

Grammers Place, LLC will be developing a mixed-use residential and commercial project, which will result in the renovation of the vacant buildings and development of the vacant land located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati. This project will transform the underutilized site into 116 apartment units (103,931 square feet of residential space) and 4,522 square feet of commercial space.

### **DEVELOPER INFORMATION**

Grammers Place, LLC is affiliated with Urban Sites, who is a development, property management, and construction services company with a focus on revitalizing historic

assets in the urban core. Urban Sites has over 25 years of development experience and is best known for its catalytic work in Over-the-Rhine, as well as the historic Woodburn Corridor in East Walnut Hills.

Triversity Construction is codeveloping this project with Urban Sites. Triversity is a commercial construction company with a portfolio that includes work in the Central Business District and Over-the-Rhine.

**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

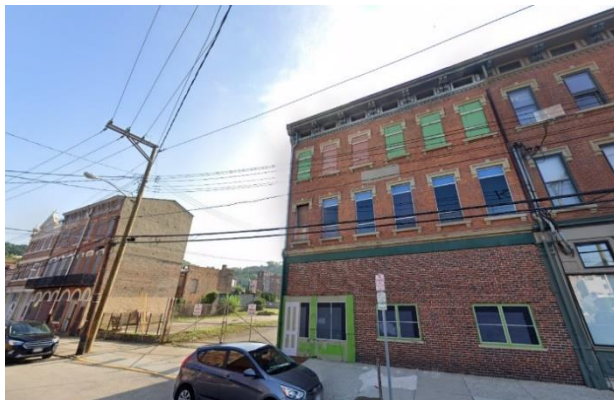
Attachment: Project Outline

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

### Project Outline

Project Name	The Lockhart
Street Address	1422-1450 Walnut Street
Neighborhood	Over-the-Rhine
Property Condition	Vacant Land and Vacant Buildings
Project Type	Rehabilitation and New Construction
Project Cost	Hard Construction Costs: \$26,000,000 Acquisition Costs: \$1,500,000 Soft Costs: \$5,900,000 Total Project Cost: \$33,400,000
Private Investment	Private Financing: \$17,000,000 Developer Equity: \$13,248,296
Sq. Footage by Use	Residential: 103,931 SF Commercial: 4,522 SF
Number of Units and Rent Ranges	24 Studio Units; Rent Range \$1,241-\$1,504 84 1-BR Units; Rent Range \$1,666-\$2,181 9 2-BR Units; Rent Range \$2,482-\$2,557 116 Total Units
Median 1-BD Rent Affordable To	Salary: \$73,400 City Job Classification: Carpenter, Police Officer, Surveyor, Physician Assistant
Jobs and Payroll	Created FTE Positions: 14 Total Payroll for Created FTE Positions: \$650,000 Average Salary for Created FTE Positions: \$46,429 Construction FTE Positions: 275 Total Payroll for Construction FTE Positions: \$12.5MM
Location and Transit	Located within the OTR Historic District Transit Score: 73
Community Engagement	Presented at Community Council (CC) on 11/25/24. Community Engagement Meeting held on 11/5/24. CC has voted in support.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

### Project Image and Site Map





### Proposed Incentive

Incentive Terms	15-year, net 67%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (Non-LEED)
“But For”	Without Abatement: 4.19% rate of return (stabilized) With Abatement: 5.31% rate of return (stabilized) Project would not proceed without an abatement.
Environmental Building Certification	Non-LEED
VTICA	Streetcar VTICA – 0%
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	City Administration is also proposing a \$2.9 million forgivable loan.

### Potential Taxes Forgone & Public Benefit

<b>Taxes Forgone</b>	<b>Value</b>
Annual Net Incentive to Developer	\$317,868
Total Term Incentive to Developer	\$4,768,027
City's Portion of Property Taxes Forgone (Term)	\$1,000,086
City's TIF District Revenue Forgone (Term)	\$0

<b>Public Benefit</b>	<b>Value</b>	
CPS PILOT	Annual	\$156,562
	Total Term	\$2,348,431
VTICA	Annual	\$0
	Total Term	\$0
Income Tax Total Term (Maximum)	\$209,250	
Total Public Benefit (CPS PILOT, VTICA , Income Tax)	\$2,557,681	

Total Public Benefit ROI*	\$0.54
City's ROI**	\$0.21

\* 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
<b>30%</b>	\$22,050	\$25,200	\$28,350	\$31,450	\$34,000	\$36,500	\$39,000	\$41,550
<b>50%</b>	\$36,700	\$41,950	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200
<b>60%</b>	\$44,040	\$50,340	\$56,640	\$62,880	\$67,920	\$72,960	\$78,000	\$83,040
<b>80%</b>	\$58,700	\$67,100	\$75,500	\$83,850	\$90,600	\$97,300	\$104,00	\$110,700

## EMERGENCY

TJL

- 2024

**APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, at a total construction cost of approximately \$26,000,000.

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

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

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

WHEREAS, Grammers Place, LLC (the “Company”) desires to remodel the existing buildings and construct a new structure connecting the existing buildings on real property at 1422-1450 Walnut Street located within the corporate boundaries of the City of Cincinnati to create a mixed-use development containing, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential 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 \$303,696.22; 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 Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 1422-1450 Walnut Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing buildings and construction of a new structure connecting the existing buildings to create, in aggregate, approximately 4,522 square feet of commercial space and approximately 103,931 square feet of residential space, consisting of 116 residential units, to be completed at a total construction cost of approximately \$26,000,000.

Section 2. That Council authorizes the City Manager:

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the remodeling and construction 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: \_\_\_\_\_, 2024

\_\_\_\_\_  
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 [GRAMMERS PLACE, LLC], an Ohio limited liability company (the "Company").

## Recitals:

- A. The City and the Company are parties to a *Funding and Development Agreement* dated \_\_\_\_\_, 20\_\_ (the "Funding Agreement") pursuant to which the City agreed to provide the Company with financial support for the Project (as defined below).
- B. 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").
- C. 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.
- D. 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.
- E. The Company is the sole owner of certain real property within the City, located at 1422-1450 Walnut Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed to remodel existing buildings located on the Property and to construct a new structure connecting the existing buildings, upon completion of which will result in a new single structure on the Property, all 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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").
- M. 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").
- N. The Company represents that within the past 3 years neither the Company, nor 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.
- O. 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.
- P. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-20\_\_, passed by Cincinnati City Council on \_\_\_\_\_, 20\_\_.
- 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, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing buildings and construct a new structure on the Property connecting

the existing buildings into a single structure to create, in aggregate, approximately 103,931 square feet of residential space, consisting of approximately 116 residential rental units, and approximately 4,522 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$26,000,000 to commence after the execution of this Agreement and to be completed no later than January 31, 2027; *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 and construction shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling and construction, (B) the cost of remodeling and construction, (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 2028 nor extend beyond the earlier of (i) tax year 2042 or (ii) the end of the 15th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), the Company shall pay such real property taxes as are not exempted under this Agreement

and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

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

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

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

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

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



Section 11. Small Business Enterprise Program.

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

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 12 full-time permanent jobs, and (ii) 125 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling and construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and construction 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) \$580,000 of additional annual payroll with respect to

the full-time permanent jobs, and (ii) \$11,700,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Funding 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. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). 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:

[GRAMMERS PLACE, LLC]  
Attention: Danny Lipson, Chief Development Officer  
1209 Sycamore Street,  
Cincinnati, Ohio 45202

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement 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. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement 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

[GRAMMERS PLACE, LLC],  
an Ohio limited liability company

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

Date: \_\_\_\_\_, 20\_\_

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

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

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

Date: \_\_\_\_\_, 20\_\_

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

TO BE ATTACHED

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

TO BE ATTACHED

**December 16, 2024**

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

202402575

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

**Subject: Emergency Ordinance – Approving and Authorizing a Funding and Development Agreement with Grammers Place, LLC.**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, to facilitate renovation and construction of a mixed-use development on the real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$2,900,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 483x164x7200 to provide resources for the renovation and construction activities of the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the renovation and construction activities associated with the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood to be a public purpose and constitute a “Housing Renovation” (as defined in Ohio Revised Code Section 5709.40(A)(3)) that is located within the District 4 – Downtown-OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

### **STATEMENT**

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

**COMMERCIAL:** The redevelopment of these commercial spaces will help contribute to Cincinnati’s economic stability by opening more potential for future job opportunities by increasing space for new tenants.

### **BACKGROUND/CURRENT CONDITIONS**

Grammers Place, LLC will be developing a mixed-use residential and commercial project, which will result in the renovation of the vacant buildings and development of the vacant land located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of

Cincinnati. This project will transform the underutilized site into 116 apartment units (103,931 square feet of residential space) and 4,522 square feet of commercial space.

### **DEVELOPER INFORMATION**

Grammers Place, LLC is affiliated with Urban Sites, who is a development, property management, and construction services company with a focus on revitalizing historic assets in the urban core. Urban Sites has over 25 years of development experience and is best known for its catalytic work in Over-the-Rhine, as well as the historic Woodburn Corridor in East Walnut Hills.

Triversity Construction is codeveloping this project with Urban Sites. Triversity is a commercial construction company with a portfolio that includes work in the Central Business District and Over-the-Rhine.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance to allow construction to commence at the earliest possible time.

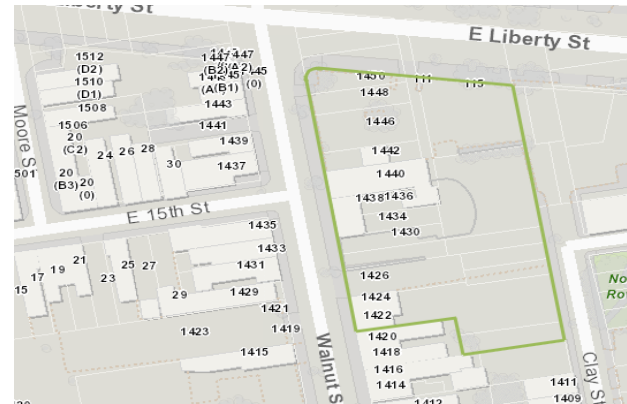
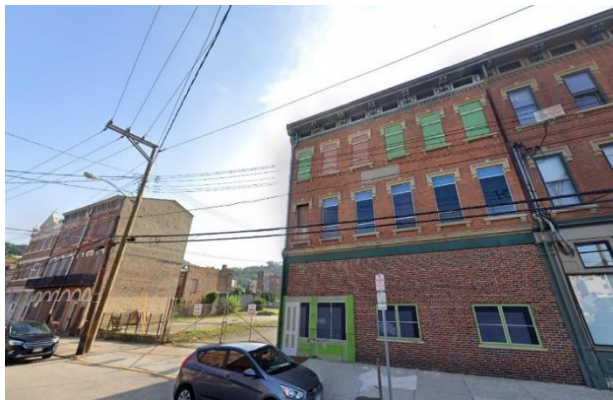
Attachment: Project Outline

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

### Project Outline

Project Name	The Lockhart
Street Address	1422-1450 Walnut Street
Neighborhood	Over-the-Rhine
Property Condition	Vacant Land and Vacant Buildings
Project Type	Rehabilitation and New Construction
Project Cost	Hard Construction Costs: \$26,000,000 Acquisition Costs: \$1,500,000 Soft Costs: \$5,900,000 Total Project Cost: \$33,400,000
Private Investment	Private Financing: \$17,000,000 Developer Equity: \$13,248,296
Sq. Footage by Use	Residential: 103,931 SF Commercial: 4,522 SF
Number of Units and Rent Ranges	24 Studio Units; Rent Range \$1,241-\$1,504 84 1-BR Units; Rent Range \$1,666-\$2,181 9 2-BR Units; Rent Range \$2,482-\$2,557 116 Total Units
Median 1-BD Rent Affordable To	Salary: \$73,400 City Job Classification: Carpenter, Police Officer, Surveyor, Physician Assistant
Jobs and Payroll	Created FTE Positions: 14 Total Payroll for Created FTE Positions: \$650,000 Average Salary for Created FTE Positions: \$46,429 Construction FTE Positions: 275 Total Payroll for Construction FTE Positions: \$12.5MM
Location and Transit	Located within the OTR Historic District Transit Score: 73
Community Engagement	Presented at Community Council (CC) on 11/25/24. Community Engagement Meeting held on 11/5/24. CC has voted in support.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

### Project Image and Site Map



**Proposed Incentive**

Incentive Terms	\$2,900,000 forgivable loan for the construction of the residential components of the project.
“But For”	Project would not proceed without forgivable loan.
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	City Administration is also proposing a 15 year CRA property tax incentive.

**For Reference: 2024 Cincinnati MSA Area Median Income Limits**

AMI	1	2	3	4	5	6	7	8
<b>30%</b>	\$22,050	\$25,200	\$28,350	\$31,450	\$34,000	\$36,500	\$39,000	\$41,550
<b>50%</b>	\$36,700	\$41,950	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200
<b>60%</b>	\$44,040	\$50,340	\$56,640	\$62,880	\$67,920	\$72,960	\$78,000	\$83,040
<b>80%</b>	\$58,700	\$67,100	\$75,500	\$83,850	\$90,600	\$97,300	\$104,00	\$110,700

## EMERGENCY

TJL

- 2024

**AUTHORIZING** the City Manager to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager, to facilitate renovation and construction of a mixed-use development on the real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$2,900,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 483x164x7200 to provide resources for the renovation and construction activities of the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the renovation and construction activities associated with the residential component of the mixed-use development project at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood to be a public purpose and constitute a “Housing Renovation” (as defined in Ohio Revised Code Section 5709.40(A)(3)) that is located within the District 4 – Downtown-OTR East District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Grammers Place, LLC (“Developer”) desires to renovate existing buildings and construct a new structure connecting the existing buildings into a new mixed-use development on certain real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati (the “Property”), all as more particularly described in the Funding and Development Agreement attached as Attachment A hereto (the “Project”); and

WHEREAS, the City’s Department of Community and Economic Development has recommended that the City provide a loan to Developer in the amount of \$2,900,000 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 414-2002, passed by Council on December 18, 2002, the City created District 4 – Downtown-OTR East District Incentive District (the “TIF District”) to, in part, fund housing renovations, as defined in Ohio Revised Code Section 5709.40(A)(3), located within the TIF District, which may include the construction of the residential component of the new mixed-use development on real property; and

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

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

WHEREAS, the City believes that the Project (i) will create additional housing in the TIF District, and is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood; (ii) is in the vital and best interests of the City and health, safety, and welfare of its residents; and (iii) is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

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

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

Section 1. That the City Manager is hereby authorized to execute a Funding and Development Agreement with Grammers Place, LLC or another affiliate of Urban Sites acceptable to the City Manager ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which (a) Developer will renovate existing buildings and construct a new structure connecting the existing buildings on certain real property located at 1422-1450 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, which property is more particularly described in the Agreement (the "Property"), redeveloping the Property into a new mixed-use development (the "Project"), and (b) the City will make a \$2,900,000 loan to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of \$2,900,000 is authorized from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 (Downtown/OTR East TIF District) to Department of Community and Economic Development non-personnel operating budget account no. 483x164x7200 to provide resources in the form of a loan to finance the Project, as allowable by Ohio law.



Section 3. That Council hereby declares that the Project (a) serves a public purpose, and (b) constitutes a “Housing Renovation” (as defined in Ohio Revised Code (“R.C.”) Section 5709.40(A)(3)), within the District 4-Downtown/Over-the-Rhine East TIF District Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

Section 4. 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 documents, agreements, amendments, and other instruments pertaining to the Project.

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 enable Developer to move forward with the commencement of the Project as soon as possible, which will result in the stimulation of economic growth and creation of additional housing units in the Over-the-Rhine neighborhood at the earliest possible time.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

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

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

## FUNDING AND DEVELOPMENT AGREEMENT

*by and between the*

CITY OF CINCINNATI,  
an Ohio municipal corporation

*and*

[GRAMMERS PLACE, LLC]  
an Ohio limited liability company

Project Name: The Lockhart

(loan of City capital funds for the renovation and new construction of 116 residential rental units, including 20 affordable units, and commercial space at 1422-1450 Walnut Street Cincinnati, Ohio 45202)

Date: \_\_\_\_\_, 2024

**FUNDING AND DEVELOPMENT AGREEMENT**  
(The Lockhart)

This Funding and Development Agreement (this “**Agreement**”) is made as of the Effective Date (as defined on the signature page below) by and among the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and [GRAMMERS PLACE, LLC], an Ohio limited liability company, 1209 Sycamore Street, Cincinnati, Ohio 45202 (“**Developer**”), an affiliate of Urban Sites.

Recitals:

A. Developer [either directly or contingently] owns (pursuant to that certain [Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_]), fee title to] several parcels of real property located at 1422-1450 Walnut Street, Cincinnati, Ohio 45202 in the Over-the-Rhine neighborhood of Cincinnati, all as more particularly described on Exhibit A (Legal Description) hereto (the “**Property**”).

B. Developer has proposed consolidating the several parcels making up the Property into a single parcel, renovating the existing buildings on the Property and constructing a new structure to connect the existing buildings to create a new single structure, upon completion of which shall create in the aggregate, approximately 108,000 square feet of residential space, consisting of 116 residential dwelling units and approximately 4,522 square feet of commercial space in accordance with Exhibit B (Statement of Work, Budget, and Sources and Uses of Funds) hereto (the “**Project**”).

C. As further described herein, Developer will initially lease and make affordable 20 of the 116 residential dwelling units to families earning at or below 80% of the area median income (“**AMI**”) as established by United States Department of Housing and Urban Development (“**HUD**”) for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time (the “**Designated Units**”).

D. Developer estimates that the Project will create approximately (i) 12 full-time equivalent permanent jobs following completion of construction of the Project with an approximate annual payroll \$580,000, and (ii) 125 temporary construction jobs during the construction period with an approximate annual payroll of \$11,700,000.

E. 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 loan to Developer from tax increment financing funds from District 4 – Downtown-OTR East District Incentive District established by the City pursuant to Ohio Revised Code Section 5709.40 in an amount not to exceed \$2,900,000 on the terms and conditions set forth in this Agreement (the “**Loan**”), to be utilized for the hard construction costs of the residential component of the Project, as further described in Section 2 below, which will assist in creating additional housing opportunities in the City of Cincinnati.

F. In addition to the City’s Loan for the Project, the City and Developer intend to enter into a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* on or about the Effective Date, granting a tax abatement for improvements to the Property (the “**CRA Agreement**”).

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

H. 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 in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; for this reason the City desires to facilitate the Project by providing the public support as described herein.

I. Execution of this Agreement was authorized by Ordinance No. \_\_\_\_-20\_\_ passed by City Council on \_\_\_\_\_, 20\_\_, which appropriated funds for the purpose of developing the Property which the City has determined constitutes a Housing Renovation (as defined in Section 5709.40(A)(3) of the Ohio Revised Code), that will benefit and/or serve the District 4-OTR-East District Incentive District.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date on which the Loan has been paid in full (or otherwise forgiven, in accordance with its terms) and Developer has satisfied all other obligations to the City under this Agreement (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. **Project.**

(A) **Acquisition.** Not later than March 31, 2025, Developer shall close on the purchase of the Property (the “**Closing**”). Developer warrants that at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded utility easements and other encumbrances, if any, that will not impair or impede the redevelopment and completion of the Project (the “**Permitted Encumbrances**”). At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by April 30, 2025.

(B) **Closing Conditions.** Prior to the Closing, at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver to the City all of the following items (collectively, the “**Closing Conditions**”) unless and until each of the Closing Conditions have been satisfied or waived in writing by the City, at the City’s sole and absolute discretion *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Closing Conditions would be more appropriately handled after the Closing, the City may, if appropriate, handle such Closing Conditions after the Closing, as the City elects:

- (i) **Site Control and Evidence of Clear Title.** Developer must present evidence, satisfactory to the City, that Developer will obtain fee title to the Property in fee simple absolute at Closing, and that said title will be free, clear, and unencumbered except for Permitted Encumbrances;
- (ii) **Survey:** Developer shall deliver ALTA survey(s) of the Property upon which the Project will be constructed, showing all easements and other matters of record that can be shown on a survey, obtained by Developer and acceptable to the City;
- (iii) **Consolidation Plat and Legal Description.** Developer must deliver to the City (a) all plats and legal descriptions as may be required by the City and the Hamilton County Engineer, Auditor, and Recorder in connection with Developer’s consolidation of all parcels consisting of the Property into a single parcel, and (b) a deed conveying the Property from Developer to accompany said plats and legal descriptions in order to effectuate the aforementioned consolidation and place the new consolidated legal description of record, all of which will be recorded immediately following the Closing;
- (iv) **Environmental Report.** Developer must deliver to the City an Environmental Reliance Letter issued by the Developer’s environmental certified professional, satisfactory to the City’s Office of Environment and Sustainability (“**OES**”) stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer’s environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City; and
- (v) **Other Information.** Developer shall have provided such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

(C) Project Terms. Following the Closing and subject to the terms of this Agreement, Developer shall complete the Project in accordance with Exhibit B hereto. Developer shall (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project, and (b) commence on-site construction at the Property no later than September 30, 2025 (the "**Project Commencement Date**"), and complete the Project, as evidenced by issuance of certificates of occupancy for the Project, no later than March 31, 2027 (the "**Project Completion Date**") *provided however*, upon Developer's request and at the sole and absolute discretion of the Director of DCED, the City may extend the Project Commencement Date or 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 either the Project Commencement Date or the Project Completion Date.

(D) Designated Units Leasing Requirement. Following the Project Completion Date, Developer shall lease the Designated Units to households with an income level at or below 80% AMI (the "**Lease-Up Requirement**") no later than the date that is 6 months following the issuance of all certificates of occupancy for the Project (the "**Lease-Up Date**"), *provided however*, that upon Developer's written request and at the sole and absolute discretion of the Director of DCED, the City may extend the Lease-Up Date by up to 6 months by providing written notice to Developer. In order to satisfy the Lease-Up Requirement, Developer shall (i) certify project rents and verify tenant eligibility by submitting to the City an *Income Verification Form*, in the form of Addendum I to Statement of Work, Budget, and Sources and Uses Exhibit (Form of Income Verification Form) hereto, for all households occupying Designated Units, which must be signed by and certified by each tenant and indicate that the information is complete and accurate, and (ii) submit written and executed rental agreements with all tenants of the Designated Units.

### **3. City Financial Assistance (Loan)**

(A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer, and Developer agrees to borrow the Loan from the City. The Loan will be funds derived from (ii) District 4–OTR-East District Incentive District, a tax increment financing district established by the City pursuant to Ohio Revised Code Section 5709.40(C), in an amount not to exceed \$2,900,000 (the "**TIF Funds**"). The proceeds of the Loan of the TIF Funds (the "**Funds**") shall be used solely to finance the hard construction costs of the residential component of the Project, as itemized on Exhibit B (the "**Eligible Uses**") and for no other purpose. Developer acknowledges that the TIF Funds shall be utilized solely to finance the hard construction costs of a "Housing Renovation", as that term is defined in Ohio Revised Code Section 5709.40(A)(3), for the Project at the Property. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the hard construction costs of the commercial portion of the Project, design fees or other soft costs, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(B) Note & Mortgage as Security for the Funds. Prior to the City's disbursement of the Funds, Developer shall execute a promissory note in the form of attached Exhibit C (Form of Promissory Note) hereto (the "**Note**"), and Developer shall execute a mortgage, in the form of attached Exhibit D (Form of Mortgage) in favor of the City for the Property described herein (the "**Mortgage**"; this Agreement, the Note, the Mortgage, the Guaranty (as defined below), and any and all other documents executed by Developer to evidence the Loan are referred to herein collectively as the "**Loan Documents**"). The Note and Mortgage shall be in the full amount of the Funds. Developer shall repay the Loan in accordance with the terms of the Note. Developer shall execute the Mortgage and record it in the real property records of Hamilton County, Ohio, all at Developer's expense. Following recording, Developer shall deliver the recorded Mortgage to the City. If Developer fails to timely complete its construction obligations or any other obligations with respect to the Project as and when required under this Agreement or the Note, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose the Mortgage on such Property, subject to the Superior Mortgage (as defined below). The Mortgage shall be released only after the repayment (or forgiveness) of the Loan in accordance with the Note and upon Developer's written request. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Note, the Mortgage, and the Guaranty, or available at law or in equity.

(C) Conditions Precedent to Disbursement. The obligation of the City to disburse any portion of the Loan in accordance with this Section shall not occur unless and until each of the following conditions (collectively, the "**Disbursement Conditions**") have been satisfied at the City's sole and absolute discretion or waived in writing by the City:

(i) Policy of Title Insurance. Developer shall provide a commitment of title insurance for the Property

obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue (1) an Owner's Policy of Title Insurance to Developer, and (2) shall cause the title company to issue to the City a Loan Policy of Title Insurance for the Property, in a form acceptable to the City, insuring the priority of the City's Mortgage, subject only to the Superior Mortgage;

- (ii) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Project;
- (iii) Final Budget. Developer must present a final itemized budget for the Project (as the same may be amended from time to time and approved by the City, the "**Budget**"), generally consistent with the budget shown on Exhibit B;
- (iv) Final Plans and Specifications. Developer shall have submitted its final professionally prepared architectural 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**");
- (v) Construction Schedule. Developer shall have provided the proposed construction schedule for the Project (as the same may be amended from time to time and approved by the City, the "**Construction Schedule**");
- (vi) Construction Contract; Approval of Contractors. Developer must present (a) an executed construction contract with a general contractor for construction of the Project acceptable to the City, and (b) a list of proposed contractors and major subcontractors for the Project. Neither the proposed general contractor nor subcontractors shall be identified as being debarred on lists maintained by the City or by the federal or state governments;
- (vii) Building Permit and Zoning Approvals. Developer shall have secured all zoning and permitting approvals necessary to construct the Project;
- (viii) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;
- (ix) Financing. Developer shall have delivered to the City a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
- (x) Note & Mortgage from Developer. Developer shall have executed and delivered to the City the Note and the recorded Mortgage;
- (xi) Guaranty. Developer shall have caused [TBD] ("**Guarantor**"), to execute and deliver to the City a *Completion Guaranty* substantially in the form of the attached Exhibit E (*Form of Guaranty*) hereto ("**Guaranty**");
- (xii) 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;
- (xiii) Continued Compliance. Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate;
- (xiv) No Default. Developer shall be in full compliance with all requirements under the Loan Documents; and

- (xv) Other Information. Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

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

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

(E) Disbursement. Provided that all of the Disbursement Conditions have been satisfied in a timely manner, the City shall disburse the Funds to Developer in accordance with Exhibit F (Disbursement of Funds) hereto, with proceeds to be utilized solely for the Eligible Uses. In no circumstances shall the City be obligated to disburse proceeds of the Loan in an amount in excess of the proceeds necessary to finance the Eligible Uses. After the Project Commencement Date and throughout the duration of the Project, Developer shall forward to the City documentation for each proposed draw of construction financing simultaneously with Developer’s sending such draw to lenders on the Project for the City’s review. Upon request, Developer shall provide to the City written documentation demonstrating the proper use of the Loan proceeds to finance the Eligible Uses.

(F) Subordination of Loan. The City hereby agrees that the Mortgage shall be subordinate to the first mortgage held by [the Developer’s chosen construction lender, which lender shall be reasonably acceptable to the City] (the “**Superior Mortgage**”) securing an approximately \$[17,500,000] construction-permanent loan given to Developer (the “**Superior Loan**”). Notwithstanding the foregoing, the lien of the Mortgage and Developer’s obligations under this Agreement and the Note shall not be subordinate to, and the City shall not be required to subject its lien interest in the Property to, the lien of any financing or mortgage sought or obtained by Developer without the express written consent of the City.

(G) No Other City Assistance. Except for the City’s agreement to provide the Loan as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

#### **4. Construction Requirements**

(A) Construction. Following the City’s approval of the Project Materials, Developer shall (i) apply for and receive the required building permits from the City’s Department of Buildings and Inspections for construction of the Project, (ii) enter into a construction contract if not previously executed, and (iii) commence construction of the Project on or before the Project Commencement Date. Developer shall cause the Project to be completed in accordance with the approved Plans and Specifications and Construction Schedule, all City of Cincinnati Building Code requirements, and in a good and workmanlike manner on or before the Project Completion Date.

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

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

(D) 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 under this Agreement. 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 the Funds), whether or not such work has been incorporated into the Project, by giving notice of such nonconforming work to Developer.

(E) Mechanics' Liens. Developer shall not permit any mechanics' or other similar liens to remain on the Property during the construction of the Project. If a mechanic's lien shall at any time be filed against the Property, 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.

(F) Project Information; As-Built Plans. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request. Following completion of construction, the Developer shall provide the City with a set of as-built plans and shall provide the City such other information pertaining to the Project as the City may reasonably request.

(G) 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.

## 5. 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/\$5,000,000 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 shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of construction, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time

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

(C) General Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of



Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

(D) Prevailing Wage. For all aspects of the Project, Developer shall comply and cause its contractors, subcontractors, and agents to comply with the applicable requirements of the State of Ohio's Prevailing Wage Law, as set forth in Ohio Revised Code Chapter 4115 (the "**Prevailing Wage Law**"). In the event that Prevailing Wage Law requirements apply, then Developer shall pay the applicable prevailing wage rates. Developer shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the Indemnified Parties arising from a violation of the Prevailing Wage Law relating to the Project. Developer acknowledges and agrees that it has not and shall not rely upon determinations or representations made by the City or its agents regarding the applicability of the Prevailing Wage Law and that Developer's decisions regarding the applicability of and compliance with the Prevailing Wage Law shall be based upon its own and its counsel's analysis of the Project as applied to Prevailing Wage Law.

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

**7. Default; Remedies.**

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

(i) the failure by Developer or Guarantor to pay any sum payable to the City under this Agreement or the Note within 5 days of when such payment is due;

(ii) the dissolution, other than in connection with a merger, of Developer (or, during the pendency of the Guaranty, the Guarantor), the filing of any bankruptcy or insolvency proceedings by either such entity, or the making by either such entity of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings by or against Developer (or, during the pendency of the Guaranty, the Guarantor), the appointment of a receiver (temporary or permanent) for either such entity or the Property, the attachment of, levy upon, or seizure by legal process of any property of either such entity, or the insolvency of either such entity, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 60 days following the date thereof; or

(iii) The occurrence of a Specified Default (as defined below), or any failure of Developer to perform or observe (or cause to be performed or observed, if applicable), any obligation, duty, or responsibility under this Agreement, the Note, or any other agreement or other instrument executed by Developer in favor of the City in connection with the Project (provided that a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), 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**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after such entity's receipt of written notice thereof from the City; 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. As used in this section, "**Specified Default**" means the occurrence of:

- (a) Development Default. Developer (1) fails to comply with Sections 2 or 4 of this Agreement or (2) abandons the Project.
- (b) Misrepresentation. Any representation, warranty or certification of Developer or Guarantor made in connection with this Agreement, the CRA Agreement, or the Loan Documents, or any other agreement or instrument executed by Developer in favor of the City in connection with the Project shall prove to have been false or materially misleading when made.
- (c) Payment Default. Any payment is not made when and due under the Loan Documents, subject to the 5-business day Cure Period described above (a “**Payment Default**”). Developer acknowledges that time is of the essence with respect to the making of each payment of the Loan.
- (d) Financing Default. Developer, Guarantor, or other related entity otherwise defaults beyond any applicable notice and/or cure period under (1) Loan Documents or (2) the documentation for other third-party financing, either debt or equity, for the Project.

(iv) any event of default under the CRA Agreement.

(B) Remedies. Upon the occurrence and during the continuation of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, 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, declare all amounts disbursed by the City with respect to the Loan to be immediately due and payable and demand that Developer repay to the City all such amounts, (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 remedies available under the Loan Documents, as applicable, and (iv) exercise any and all other rights and remedies available at law or in equity, including without limitation pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys’ fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement. 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.

**8. Notices.** All notices, requests, or other communications hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or if 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, Suite 700  
 Cincinnati, OH 45202

To Developer:  
**[Grammers Place, LLC]**  
 c/o Urban Sites Capital Advisors, LLC  
 1209 Sycamore Street  
 Cincinnati, Ohio 45202  
 Attention: Danny Lipson, Chief Development Officer

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

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

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

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

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

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

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

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

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

## **10. Reporting Requirements.**

(A) 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.

(B) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, written and executed rental agreements with tenants (past and present) at the Property, 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 three (3) years after the expiration or termination of this Agreement.

(C) City's Right to Inspect and Audit. Throughout 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 full 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.

**11. General Provisions.**

(A) Assignment. Developer shall not assign its rights or interests under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole discretion. An assignment by Developer of its interests under this Agreement shall not relieve Developer from any obligations or liability under this Agreement.

(B) No Transfer; Due on Sale. Prior to the Maturity Date (as defined in the Note), Developer shall not sell, convey, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the Property (with the exception of the Superior Mortgage and loan documents related thereto and any other loans or encumbrances expressly authorized under this Agreement, including the Port Authority Arrangement) without the prior written consent of the City. If Developer desires to sell or transfer the Property prior to the date on which all payments required to be paid under the Loan Documents have been fully paid, Developer shall notify the City thereof in writing. Provided that the proposed buyer is not in default on any other contract(s) with the City, is financially sound, provides proof that it is capable of properly managing the Project, and is otherwise qualified to participate in the program, the buyer may, with the City's prior written consent, assume in writing Developer's obligations hereunder and under the Note and Mortgage, or execute a new agreement, note and mortgage in favor of the City, at which time this Agreement and the Note and Mortgage shall be cancelled. If the proposed buyer is not so approved by the City, the entire unpaid and outstanding principal balance of the Loan and accrued and unpaid interest thereon, together with any and all other amounts due and owing to the City under the Loan Documents, shall become due and payable upon Developer's sale or transfer of the Property.

(C) Entire Agreement; Conflicting Provisions. This Agreement (including the Exhibits hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Loan Documents are in conflict with the specific provisions of such other Loan Documents, the provisions of such other Loan Documents shall control.

(D) Amendments. This Agreement may not be amended unless such amendment is set forth in writing and signed by both parties.

(E) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Developer and their respective successors and permitted assigns.

(F) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(G) 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.

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

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

(J) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

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

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

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

(N) 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.

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

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

(Q) 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.

(R) Transfer of Fee or Leasehold Title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale (or lease) and leaseback arrangement with respect to portion(s) of the Property in which fee or leasehold title to the Property (or any portion thereof) is held by the Port Authority (the "**Port Authority Arrangement**"); *provided, however*, that (i) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials, and (ii) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of the Port Authority Arrangement, at least 10 business days prior to any conveyance of any portion of the Property to the Port Authority. Notwithstanding any of the foregoing to the contrary, Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 11(A). Developer hereby provides notice to the City that Developer (or its affiliates) will enter into the Port Authority Arrangement.

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

Exhibit A – *Legal Description*

Exhibit B – *Statement of Work, Budget and Sources of Funds*

Addendum I to Statement of Work, Budget and Sources of Funds Exhibit – *Income Verification Form*

Exhibit C – *Form of Promissory Note*

Exhibit D – *Form of Mortgage*

Exhibit E – *Form of Completion Guaranty*

Exhibit F – *Disbursement of Funds*

Exhibit G – *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**  
an Ohio municipal corporation

**[GRAMMERS PLACE, LLC,]**  
an Ohio limited liability company

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

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

Date: \_\_\_\_\_, 20\_\_

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

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

Date: \_\_\_\_\_, 20\_\_

Approved as to Form:

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

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

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

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

By: \_\_\_\_\_  
Karen Alder, City Finance Director

Exhibit A  
to Funding and Development Agreement

*Legal Description*

**Auditor Parcel ID No.: 080-0001-0194-00**

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the out lots (of the Town of Cincinnati) as recorded in Deed Book E-2, Pages 62 to 66 of the Hamilton County, Ohio Recorder's Office and also being formerly known as part of Clay Street and being more particularly described as follows:

H61-1-08

From the intersection of the westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street, a 33 foot street as originally laid out, measure along said westerly line of Clay Street, South 15° 19' East, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street as established in 1959 (see Drawing File E-64-13 in the City Engineer's Office); thence due East, along the existing southerly line of Liberty Street, a distance of 10.23 feet to a point, said point being the true place of beginning for the property herein described, thence continuing due East, along the existing southerly line of Liberty Street, a distance of 27.13 feet; thence South 15° 19' East, a distance of 56.04 feet; thence South 74° 44' 02" West, a distance of 26.17 feet; thence North 15° 19' West, a distance of 63.18 feet to the place of beginning. Containing 1,560 square feet.

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - 1-2-13B

Parcel No. 080-0001-0194-00

**Auditor Parcel ID No.: 080-0001-0110 and -0111**

Situated in the City of Cincinnati, Hamilton County, Ohio and more particularly described as follows:

Beginning at a point on the east side of Walnut Street, 34.26 feet south of the south line of Liberty Street and thence extending southwardly along the east line of Walnut Street, a distance of 84 feet to a point; and thence eastwardly from said two points named between lines parallel to each other and at right angles to Walnut Street for a distance of 90 feet more or less to an alley.

LESS the following described real estate which was conveyed to the City of Cincinnati for widening of Liberty Street:

Situated in Section 18, Town 4, Fractional Range 1, Hamilton County, Ohio and described as follows: From the intersection of the southerly line of Liberty Street (a 33 foot street) and the easterly line of Walnut Street (A 60 foot street) measure south 15° 27' east along the easterly line of Walnut Street, 34.26 feet to the northerly line of Charles Berkman and Alice Mae Berkman property for the place of beginning; thence continuing along the easterly line of Walnut Street, south 15° 27' east, 44.59 feet; thence northeastwardly along a curve tangent to the easterly line of Walnut Street and deflecting to the right with a radius of 15 feet, a distance of 27.61 feet (the chord of said curve bearing north 37° 16' 30" east for 23.87 feet) thence due east 73.72 feet to the westerly line of Brackett Alley (a 10 foot private alley); thence north 15° 25' 30" west along said westerly line 49.74 feet to the northerly line of said Berkman property; thence south 74° 33' west along said northerly line 90 feet to the place of beginning.

Parcel No. 80-1-110 and 111

CONDITIONAL APPROVAL  
EXCEPTION(S) IN DESCRIPTION  
HAMILTON COUNTY ENGINEER  
Tax Map - 9/6/02

**Auditor Parcel ID No.: 080-0001-0114-00**

Situate in the City of Cincinnati and being more particularly described as follows:

Beginning at a point in the east line of Walnut Street, south 15° 31' east, 181.65 feet from the intersection of the east line of Walnut Street and the south line of Liberty Street; the above mentioned 181.65 feet being measured along the east line of Walnut Street; thence from said beginning point, south 15° 31' east along the east line of Walnut Street, 29.78 feet; thence north 74° 25' east, 90 feet to the west line of a 10 foot alley; thence north 15° 31' west along the west line of said 10 foot alley and parallel with Walnut Street, 29.91 feet; thence south 74° 20' west, 90 feet to the east line of Walnut Street and the place of beginning.

Being the same premises described in Registered Land Certificate of Title No. 113064 in the Registered Land Records of Hamilton County, Ohio.

Parcel No. 80-1-114

**Auditor Parcel ID No.: 080-0001-0112-00**

Situate in the City of Cincinnati and being more particularly described as follows:

Beginning at a point in the east line of Walnut Street south 15° 31' east, 119.3 feet from the intersection of the east line of Walnut Street and the south line of Liberty Street; the above mentioned 119.3 feet being measured along the east line of Walnut Street; thence from said point of beginning south 15° 31' east along the east line of Walnut Street, 41.29 feet; thence north 74° 27' east, 90 feet to the west line of a 10 foot alley; thence north 15° 31' west along the west line of said alley and parallel with Walnut Street, 41.23 feet; thence south 74° 29' west, 90 feet to the east line of Walnut Street and the place of beginning.

Being the same premises described in Registered Land Certificate of Title No. 113064 in the Registered Land Records of Hamilton County, Ohio.

Parcel No. 80-1-112



**Auditor Parcel ID No.: 080-0001-0113-00**

Situate in the City of Cincinnati and being more particularly described as follows;

Beginning at a point in the east line of Walnut Street at the northwest corner of the property identified as Tract 1, on Registration Certificate No. 25294 of the Registered Land Records of Hamilton County, Ohio; thence from said beginning point, north 15° 31' west along the east line of Walnut Street 21.06 feet to the southwest corner of the land identified as Tract 2, on said Registration Plat; thence north 74° 27' east along the south line of said Tract 2, 90 feet to the west line of a 10 foot alley; thence south 15° 31' east along the west line of said 10 foot alley and parallel to Walnut Street, 20.87 feet to the northeast corner of said Tract 1; thence south 74° 20' west along the north line of said Tract 1, 90 feet to the east line of Walnut Street and the place of beginning.

Being the same leasehold estate registered in Book 95, page 33459 of the Registered Land Records of Hamilton County, Ohio.

Being the same tract or parcel of land described in Registered Land Certificate of Title No. 113064 in the Registered Land Records of Hamilton County, Ohio.

Parcel No. 80-1-113 *Lab.*

**Auditor Parcel ID No.: 080-0001-0115-00**

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio, and more particularly described as follows:

Beginning at a point 335 feet 4-3/4 inches, north of the northeast corner of Walnut Street and Allison Street, on the east side of Walnut Street; thence northeastwardly along the east side of

Walnut Street, 20 feet to a point; thence eastwardly 95 feet to a point; thence southwardly parallel to Walnut Street, 20 feet to a point; thence westwardly parallel to the north line, 95 feet to the place of beginning.

Parcel No. 80-1-115 *Lab.*

**Auditor Parcel ID No.: 080-0001-0191-00**

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of Town of Cincinnati) as recorded in Deed Book E-2, pages 62-66, Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the southerly line of Liberty Street, a 33 foot street and the westerly line of Clay Street, a 40 foot street (as originally laid out); thence along said westerly line south 15° 19' east, a distance of 64.28 feet to the place of beginning; thence continuing along said westerly line south 15° 19' east, a distance of 65.88 feet; thence south 74° 44' 02" west, a distance of 83.59 feet to a point in the easterly line of an unnamed alley, (a ten foot street); thence along said easterly line north 15° 25' 30" west a distance of 88.74 feet; thence due east a distance of 86.84 feet to a point in the westerly line of Clay Street and being the place of beginning. Containing an area of 6,467.00 square feet, more or less.

Parcel No. 80-1-191 //

**Auditor Parcel ID No.: 080-0001-0193-00**

PARCEL SEVEN:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of Town of Cincinnati) as recorded in Deed Book E-2, pages 62-66, Hamilton County Recorder's Office and also being known as Clay Street and being more particularly described as follows:

From the intersection of the westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street, a 33 foot street, as originally laid out, measure along said westerly line, south 15° 19' east, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street, as established in 1959 (file drawing E-64-13 in City Engineer's Office) and the place of beginning; thence along said southerly line due east a distance of 88.80 feet to a point in the easterly line of Clay Street, as established in 1959; thence along said easterly line due south a distance of 53.78 feet; thence south 74° 40' west, a distance of 31.44 feet to a point in the original easterly line of Clay Street; thence along said easterly line, south 15° 19' east, a distance of 59.17 feet; thence south 74° 41' west, a distance of 40.00 feet to a point in said westerly line of Clay Street; thence along said westerly line north 15° 19' west, a distance of 134.51 feet to the point in said existing southerly line of Liberty Street and the place of beginning. Containing 7,445.8 square feet.

SUBJECT to all utility easements.

EXCEPTING FROM the above Parcel Seven, the following described real estate, to-wit:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of the Town of Cincinnati) as recorded in Deed Book E-2, pages 62 to 66 of the Hamilton County, Ohio Recorder's Office and also being known as Clay Street and being more particularly described as follows:

Parcel A:

From the intersection of the westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street, a 33 foot street, as originally laid out, measure along said westerly line of Clay Street, south 15° 19' east, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street as established in 1959 (see Drawing File E-64-13 in City Engineer's Office); thence due east along the existing southerly line of Liberty Street, a distance of 37.36 feet to a point; said point being the true place of beginning for this conveyance; thence continuing due east along the existing southerly line of Liberty Street, a distance of 51.44 feet to a point in the easterly line of Clay Street, as established in 1959; thence due south along said easterly line of Clay Street, as established in 1959; thence due south along said easterly line of Clay Street, a distance of 53.78 feet; thence south 74° 40' west a distance of 31.44 feet to a point in the originally easterly line of Clay Street; thence south 15° 19' east, along the easterly line of Clay Street, a distance of 59.17 feet; thence south 74° 41' west, a distance of 17.76 feet; thence north 15° 19' west, a distance of 68.61 feet; thence north 74° 44' 02" east, a distance of 13.79 feet; thence north 15° 19' west, a distance of 56.04 feet to the place of beginning. Containing 3,723.3 square feet. Subject to all utility easements.

Parcel B:

From the intersection of the westerly line of Clay Street, a 40 foot street, as originally laid out, and the southerly line of Liberty Street, a 33 foot street, as originally laid out, measure along said westerly line of Clay Street, south 15° 19' east, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street as established in 1959 (see Drawing E-64-13 in the City Engineer's Office); thence due east, along the existing southerly line of Liberty Street, a distance of 10.23 feet to a point, said point being the true place of beginning for the easement herein described; thence continuing due east, along the existing southerly line of Liberty Street, a distance of 27.13 feet; thence south 15° 19' east, a distance of 56.04 feet; thence south 74° 44' 02" west, a distance of 26.17 feet; thence north 15° 19' west, a distance of 63.18 feet to the place of beginning. Containing 1,560 square feet.

Parcel No. 80-1-193

SAID PARCEL SEVEN: being also described as follows:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being part of Lot 29 of the Outlots (of the Town of Cincinnati) as Recorded in Deed Book E-2, pages 62-66, Hamilton County Recorder's Office and being more particularly described as follows;

From the intersection of the Westerly line of Clay Street, a 40 foot street as originally laid out, and the southerly line of Liberty Street a 33 foot street as originally laid out measure along said westerly line, South 15° 19' East, a distance of 64.28 feet to the southerly line of Liberty Street, an existing 95 foot street, as established in 1959 (file drawer E-64-13 in the City Engineer's Office) and the place of beginning; thence South 15° 19' East 134.51 feet to a point in the westerly line of Clay Street; thence North 74° 41' East a distance of 22.24 feet; thence North 15° 19' a distance of 68.61 feet; thence South 74° 44' 02" West a distance of 12.38 feet; thence North 15° 19' West a distance of 63.18 feet; thence due West 10.23 feet to the place of beginning.

Parcel No. 80-1-193

**Auditor's Parcel ID No.: 080-0001-0190-00**

Situated in the City of Cincinnati, County of Hamilton and State of Ohio; from the southeast corner of Registered Land Certificate No. 25294 (original Certificate No. 20529 designated as Tract I and recorded in Book 61, Registered Land, Hamilton County Records), said point being also the southwest corner of Brackett Alley; thence eastwardly along the easterly prolongation of the southerly line of said Registered Land tract, and along the southerly line of Brackett Alley, 5.00 feet to the real place of beginning; thence continuing eastwardly along the southerly line of Brackett Alley, 1.76 feet to the westerly face of a concrete block wall; thence southwardly along the westerly face of said concrete block wall, 20.00 ft.; thence westwardly and parallel to the southerly line of Brackett Alley, 1.26 feet; thence northwardly and parallel to Walnut Street, 20 feet to the place of beginning.

Parcel No. 80-1-190

**Auditor Parcel ID No.: 080-0001-0131-00**

Situate in the City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point in the westerly line of Clay Street, said point lying North 16° 00' West, 18.50 feet from the intersection of said westerly line with the northerly line of Melindy Street extended westwardly; thence South 74° 02' West, 88.43 feet; thence North 16° 08' West, 35.90 feet; thence North 73° 45' East, 1.26 feet; thence North 14° 41' West, 20.00 feet to a point in the southerly terminus of Brackett Alley; thence North 73° 45' East along said southerly line, 3.24 feet; thence North 16° 00' West along the easterly line of said alley, 29.25 feet; thence North 73° 45' East, 83.56 feet to a point in the westerly line of Clay Street; thence South 16° 00' East along said westerly line 85.59 feet to the place of beginning.

Parcel Number: 080-0001-0131-00

**Auditor Parcel ID No.: 080-0001-0139-00**

Situate in the City of Cincinnati, Hamilton County, Ohio, and more particularly described as follows:

A lot of ground situated on the west side of Clay Street and bounded as follows:

Commencing at a point 135-1/2 feet north from the northwest corner of Clay and Allison Streets; thence running north on west side of Clay Street 35.25 feet; thence westwardly on a line at right angles with Clay Street, 78 feet; thence south on a line parallel with Clay Street, 35.25 feet; thence eastwardly 78 feet to the place of beginning.

Parcel Number: 080-0001-0139-00

**Auditor Parcel ID Nos.: 080-0001-0117-00 and 080-0001-0118-00 cons.**

Situate in the City of Cincinnati, Hamilton County, Ohio, fronting on the east side of Walnut Street 34-1/2 feet, and being more particularly described as follows:

Beginning on the east side of Walnut Street 250 feet south of Liberty Street at the north line of a lot set off to David and Julia Ann Gallup in distribution of the Estate of Lemuel Woodward, deceased; thence south on Walnut Street 34-1/2 feet to the north line of Out Lot #29 or to the line of the Highway property; thence east along said line 95 feet or to the rear of lots fronting on Clay Street; thence north parallel with Walnut Street 34-1/2 feet to the north line of the lot set off to said David and Julia Ann Gallup in distribution of the estate of Lemuel Woodward, deceased; thence west along the line of said lot to Walnut Street and the place of beginning.

Parcel Number: 080-0001-0117-00 & 080-0001-0118-00 cons.

**Auditor Parcel ID Nos.: 080-0001-0119-00 & 080-0001-0120-00 & 080-0001-0135-00 through 138 cons.**

Situate in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:


Beginning at a point in the easterly line of Walnut Street, said point lying 212.85 feet north of the intersection of said easterly line and the northerly line of Fourteenth Street; thence North 73° 45' East, 91.36 feet; thence South 16° 08' East, 41.98 feet; thence North 73° 45' East, 91.96 feet to a point in the westerly line of Clay Street; thence North 16° 00' West along said westerly line, 128.00 feet; thence South 74° 02' West, 88.43 feet; thence South 16° 08' East, 18.42 feet; thence South 73° 45' West, 95.20 feet to a point in the easterly line of Walnut Street; thence South 16° 08' East along said easterly line, 68.04 feet to the place of beginning.

Parcel Number: 080-0001-0119-00 & 080-0001-0120-00 & 080-0001-0135-00 through 138 cons.

**Auditor Parcel ID No.: 080-0001-0116-00**

Situate in the City of Cincinnati, Hamilton County, Ohio

Beginning at a point 315 feet 4-3/4 inches north of the northeast corner of Walnut and Allison Streets on the East side of Walnut Street; thence northwardly 20 feet to a point; thence eastwardly 95 feet to a point; thence southwardly parallel to Walnut Street 20 feet to a point; thence westwardly and parallel to the north line 95 feet to the place of beginning.

Parcel Number: 080-0001-0116-00 

**Auditor Parcel ID No.: 080-0001-0227-00**

Situate in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows: Beginning at a set 5/8" iron pin and cap at the intersection of the southerly right of way of Liberty Street with the easterly line of an un-named alley, said point is 100 feet from the easterly right of way of Walnut Street as measured at right angles; thence leaving the southerly right-of-way of Liberty Street along the easterly line of said un-named alley, South 15° 31' 00" East, 118.31 feet to a set 5/8" iron pin and cap at the southeast corner of said alley; thence along the southerly line of said alley, South 74° 25' 00" West, 10.00 feet to the southwest corner of said alley, said point being witnessed by an existing building corner which is 0.28 feet west; thence along the westerly line of said alley, North 15° 31' 00" West, 121.08 feet to a set 5/8" iron pin and cap in the southerly right of way of Liberty Street; thence along the southerly right-of-way of Liberty Street, North 89° 56' 00" East, 10.37 feet to the place of beginning. Thus containing 0.0275 acres of land.

Exhibit B  
to Funding and Development Agreement

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

1. STATEMENT OF WORK

Developer will create a single mixed-use building on the Property, consisting of new construction and rehabilitation, creating approximately 108,000 square feet of residential and approximately 4,522 square feet of commercial space. The residential portion of the development will include approximately 116 residential apartment units. The total unit count will consist of approximately twenty-four studio apartments, approximately eighty-four one-bedroom apartments, and approximately eight two-bedroom apartments. The Designated Units will consist of twenty of the apartments within the Project. Developer shall make available and lease all of the Designated Units to households earning at or below 80% AMI, pursuant to the Lease-Up Requirement no later than the Lease-Up Date.

Developer shall certify project rents and verify tenant eligibility by submitting to the City an *Income Verification Form* in the form of Addendum I to this Exhibit for all households occupying Designated Units, which must be signed by and certified by each tenant and indicate that the information is complete and accurate.

The Funds shall be used only for hard construction costs for the residential components of the Project.

## 2. BUDGET

Use of Funds:

	City Funds	Non-City Funds	Total
<b>Acquisition Cost</b>			
Land Acquisition		\$1,500,000	\$1,500,000
<b>SUBTOTAL ACQUISITION COSTS</b>		<b>\$1,500,000</b>	<b>\$1,500,000</b>
<b>Hard Construction Costs</b>			
Demo Abatement		\$108,453	\$108,453
Site Work & Utilities		\$213,000	\$213,000
Construction Costs – Commercial		\$1,059,671	\$1,059,671
Construction Costs – Residential	\$2,900,000	\$17,191,440	\$20,091,440
Appliances		\$807,300	\$807,300
General Requirements		\$450,000	\$450,000
General Conditions		\$1,250,000	\$1,250,000
Contractor Fee		\$747,284	\$747,284
Contingency		\$1,186,165	\$1,186,165
<b>SUBTOTAL HARD CONSTRUCTION COSTS</b>	<b>\$2,900,000</b>	<b>\$23,013,313</b>	<b>\$25,913,313</b>
<b>Soft Costs</b>			
Environmental + 3 <sup>rd</sup> Party Reports		\$50,000	\$50,000
Title Fees		\$90,000	\$90,000
LEED Fees		\$0	\$0
Architect (external)		\$1,036,533	\$1,036,533
Loan Closing/Commitment fees		\$169,870	\$169,870
Legal Fees		\$100,000	\$100,000
Marketing		\$25,000	\$25,000
Holding Costs – (RE Tax, Utilities)		\$120,000	\$120,000
Furniture + Equipment		\$100,000	\$100,000
TI Allowance		\$350,000	\$350,000
CRA application/fees		\$3,500	\$3,500
Construction Period Interest		\$597,860	\$597,860
Interest During Lease-Up		\$692,220	\$692,220



<b>SUBTOTAL SOFT COSTS</b>	\$0	\$3,334,983	\$3,334,983
<b>Developer Fee</b>			
Developer Fee		\$1,522,415	\$1,522,415
<b>SUBTOTAL DEVELOPER FEE COSTS</b>	<b>\$0</b>	<b>\$1,522,415</b>	<b>\$1,522,415</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$2,900,000</b>	<b>\$27,870,711</b>	<b>\$30,770,711</b>

Source of Funds:

Construction Loan	<b>\$17,000,000</b>
City TIF District 4 Funds	<b>\$2,900,000</b>
Developer Equity	<b>\$13,248,296</b>
<b>TOTAL</b>	<b>\$33,148,296</b>

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

Addendum I  
to  
Statement of Work, Budget, and Sources and Uses Exhibit  
*Income Verification Form*

TO BE ATTACHED TO EXECUTION VERSION

Exhibit C  
to Funding and Development Agreement

*Form of Promissory Note*

SEE ATTACHED

PROMISSORY NOTE

Date: \_\_\_\_\_, 2024  
Cincinnati, Ohio

\$2,900,000.00

**FOR VALUE RECEIVED**, the undersigned, [**GRAMMERS PLACE, LLC**,] an Ohio limited liability company, 1209 Sycamore Street, Cincinnati, Ohio 45202 ("**Borrower**"), hereby promises to pay to the order of the City of Cincinnati, an Ohio municipal corporation, the address of which for purposes of this note is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "**City**"), the principal sum of Two Million Nine Hundred Thousand and 00/100 Dollars (\$2,900,000), or so much thereof as is disbursed by the City to Borrower under that certain *Funding Agreement* executed between the Borrower and the City and dated on or about the date of this Promissory Note (the "**Funding Agreement**" and this "**Note**", respectively), together with interest as described below (the "**Loan**").

This Note is secured by an Open-End Mortgage of even date herewith (the "**Mortgage**") on real estate located at 1422-1450 Walnut Street, Cincinnati, Ohio 45202 (the "**Property**"), as more particularly described in the Mortgage. This loan is being made in connection with Borrower's development of the Property to renovate buildings containing, in the aggregate, approximately 116 residential rental units, of which 20 will be made affordable to households at or below 80% AMI, as more particularly described in the Funding Agreement (the "**Project**"). The Funding Agreement, this Note, and the Mortgage, of even date herewith, and any and all other related agreements executed by Borrower in favor of the City in connection with the Project are sometimes referred to herein collectively as the "**Loan Documents**". Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Funding Agreement.

Under the Funding Agreement, Borrower is required to use the Loan proceeds for the hard construction costs of the Designated Units, which are a portion of the Project, as further described therein.

1. **Terms.** The terms of the Loan are as follows:

- (a) Amount: The principal and amount of the Loan evidenced by this Note is Two Million Nine Hundred Thousand and 00/100 Dollars (\$2,900,000).
- (b) Term: The term of the Loan (the "**Term**") shall be 17 years, beginning on the date of this Note (the "**Effective Date**"), and ending on the 17th anniversary thereof (the "**Maturity Date**").
- (c) Interest Rate: No interest shall accrue on the outstanding amount of the Loan.
- (d) Loan Repayment:
  - i. Deferred Payment; Balloon Payment. No interest shall accrue on the unpaid principal balance of the Loan, and no payments shall be due from Borrower beginning on the Effective Date of this Note and continuing until the Maturity Date. On the Maturity Date, Borrower shall pay a balloon payment equal to all unpaid principal and interest, if any, and other charges outstanding on the Loan.
  - ii. Loan Forgiveness. Not later than the Maturity Date and upon Borrower providing documentation, satisfactory to the City in its sole and absolute discretion that (1) the Project has been completed (as evidenced by a Certificate of Occupancy) in accordance with the terms of the Funding Agreement, (2) Developer has satisfied its obligation to satisfy the Lease-Up Requirement by making available and leasing all of the Designated Units to households earning at or below 80% AMI no later than the Lease-Up Date, all in accordance with the Funding Agreement, and (3) Borrower is not in default of its obligations under this Note, or the Funding

Agreement, then upon written request by Borrower, the City agrees to forgive the entire amount of outstanding principal and accrued interest (if any) on the Loan. Upon request by Borrower, the City will provide written confirmation of compliance or forgiveness under this provision.

- iii. Loan Acceleration Upon Default. If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the Funding Agreement, then the City shall have the right to declare the entire outstanding principal balance of this Note and all accrued interest and other charges thereon to be immediately due and payable.
  - iv. Loan Acceleration Upon Failure to Secure Certificates of Occupancy by Completion Date. If Borrower fails to secure certificates of occupancy for all of the units at the Property by the Completion Date, the entire amount of the principal and all accrued interest shall become immediately due and payable.
  - v. Prepayment. Borrower may prepay the Loan and accrued interest at any time, without penalty.
  - vi. Default Rate of Interest; Late Charges. If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Funding Agreement in the event of a default.
  - vii. Due on Sale. Notwithstanding the Maturity Date specified herein, the entire outstanding principal balance and all accrued interest shall automatically become due and payable in full upon the sale of all or any portion of the Property other than as authorized under the terms of the Funding Agreement.
2. Authority. The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.
  3. Place of Payment. Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
  4. Loan Documents. All of the terms, covenants, provisions, conditions, stipulations, promises and agreements contained in the Loan Documents to be kept, observed and performed by Borrower are hereby made a part of this Note and incorporated herein by reference to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower promises and agrees to keep, observe and perform them or cause them to be kept, observed and performed strictly in accordance with the terms and provisions thereof.
  5. Borrower's Waivers. Borrower waives presentment, demand for payment, notice of non-payment, notice of dishonor, protest, notice of protest, and all suretyship type defenses.
  6. Default. Upon any default under the Funding Agreement or default in the payment of principal or any other sum when due under this Note that is not cured within five (5) days after Borrower is given written notice thereof, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity or proceedings pursuant to the Mortgage to foreclose on the Property. If suit is brought to

collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.

7. **General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas.

*SIGNATURE PAGE FOLLOWS*

Executed by Borrower on the date first above written.

**BORROWER:**

**[GRAMMERS PLACE, LLC]**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

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

cc: Karen Alder, City Finance Director

Exhibit D  
to Funding and Development Agreement  
*Form of Mortgage*

SEE ATTACHED



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[SPACE ABOVE FOR RECORDER'S USE]

**OPEN-END MORTGAGE**

Maximum Principal Amount: **\$2,900,000**

THIS OPEN-END MORTGAGE ("**Mortgage**"), effective as of the Effective Date (as defined on the signature page hereof) is given by [GRAMMERS PLACE, LLC,] an Ohio limited liability company, with offices at 1209 Sycamore Street, Cincinnati, Ohio 45202 ("**Borrower**"), to the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 214, Cincinnati, Ohio 45202 ("**Lender**"). Borrower owes Lender the principal sum of \$2,900,000. This debt is evidenced by that certain *Funding and Development Agreement* between Borrower and Lender dated [\_\_\_\_\_], 20\_\_ (as the same may hereafter be amended, restated or replaced from time to time, the "**Agreement**"), and by a promissory note in the amount of \$2,900,000 in favor of Lender (as the same may hereafter be amended, restated or replaced from time to time, the "**Note**"). The Agreement, Note, and this Mortgage of even date herewith, and any and all other related agreements executed by Borrower in favor of Lender in connection with the Project, as defined in the Agreement, are sometimes referred to herein collectively as the "**Loan Documents**". This Mortgage secures to Lender the repayment of the debt evidenced by the Note, the payment of all other sums, with interest, advanced by Lender under this Mortgage, and the performance by Borrower of all of Borrower's other obligations under the Loan Documents. For this purpose, Borrower does hereby mortgage, grant and convey to Lender certain real property as described on Exhibit A hereto, together with all improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property (the "**Property**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and except for the Superior Mortgage.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any and all other amounts that may become due and payable under the Loan Documents, all in accordance with the terms thereof.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied: first, to charges and other advances (other than principal and interest) due under the terms of the Loan Documents; second, to accrued interest; and third, to unpaid principal, or in such other order as Lender may elect.

**3. Charges; Liens.** Borrower shall pay all real property taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. If Borrower fails to do so in a timely fashion, Lender may, at its option, pay such amounts pursuant to paragraph 6 hereof and Borrower shall promptly reimburse Lender for any such payment. Borrower shall promptly discharge any lien that has priority over this Mortgage unless Lender has consented in writing to the superiority of such lien.

**4. Property Insurance.** Borrower shall maintain full replacement cost special peril property insurance on any improvements now existing or hereafter erected on the Property. All insurance policies and renewals shall include a standard mortgagee clause in favor of Lender. If Borrower fails to maintain insurance as required hereunder, Lender may, at its option, obtain such insurance pursuant to paragraph 6 hereof. Unless Lender and Borrower otherwise agree in writing or unless otherwise provided in the Agreement, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

**5. Maintenance of the Property.** Borrower shall maintain the Property in good condition and repair and otherwise in accordance with the terms of the Loan Documents.

**6. Protection of Lender's Rights to the Property.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying attorneys' fees and entering onto the Property to make repairs. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest, at the rate of 12% per annum, from the date of disbursement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Successors and Assigns Bound; Governing Law.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 9 hereof. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located.

**8. Notices.** Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

**9. Transfer of the Property; Due on Sale.** Except as permitted in the Agreement if all or any part of the Property is sold or transferred without Lender's prior written consent, the Note shall immediately become due and payable.

**10. Acceleration; Remedies.** Except as otherwise provided in the Loan Documents, in the event Borrower fails to make payment or fails to perform, in a timely fashion, any of the agreements contained in the Loan Documents (a "default"), Lender, at Lender's option, without notice, may declare the principal balance of the Note and interest accrued thereon and all other sums due under the Loan Documents to be immediately due and payable. Unless prohibited by law, Borrower shall pay to Lender any and all sums, including expenses and attorneys' fees, that Lender may incur or expend (a) in any proceeding to sustain the lien of this Mortgage or its priority or to defend against the liens or claims of any person asserting priority over this Mortgage or (b) in connection with any suit at law or in equity to enforce the Loan Documents, to foreclose the Mortgage or to prove the amount of or to recover any indebtedness hereby secured.

**11. Advances to Protect Security.** This Mortgage shall secure the unpaid balance of advances made by Lender with respect to the Property for the payment of taxes, assessments, insurance premiums,

costs incurred for the protection of the Property, and other costs that Lender is authorized by this Mortgage to pay on Borrower's behalf.

**12. Maximum Principal Amount.** This Mortgage shall secure the payment of any and all amounts advanced from time to time by Lender to Borrower under the Loan Documents and under any other promissory notes or other documents signed by Borrower and stating that such advances are secured hereby. Lender shall not be obligated to make any additional advances unless Lender has agreed to do so in writing. The maximum amount of unpaid loan indebtedness which may be outstanding at any time and secured hereby shall be \$2,900,000, exclusive of interest thereon (capitalized or otherwise) and unpaid balances of advances made by Lender under this Mortgage.

**13. Release.** Upon payment (or forgiveness, as applicable) of all sums secured by this Mortgage and the performance by Borrower of all of Borrower's other obligations under the Loan Documents, Lender shall discharge this Mortgage at Borrower's sole expense and upon Borrower's written request.

**14. Subordination.** Lender expressly acknowledges and agrees that this Mortgage is, and all of the Lender's rights hereunder are, subject and subordinate to the Superior Mortgage in the amount of the Superior Loan (together with all advances made thereunder or interest thereon, and all renewals, replacements, modifications, consolidations, refinancings and extensions thereof and related loan and security documents evidencing the Superior Loan; *provided, however*, in no event shall the amount of the Superior Loan be increased) but without in any other manner releasing or relinquishing the lien, security interest, operation or effect of this Mortgage. The subordination of this Mortgage shall be self-operative and shall not require any further writing or confirmation hereof. Such subordination is expressly for the benefit of the holder of the Superior Mortgage, its successors and assigns, and may not be modified or terminated without the express written consent of the holder of the Superior Mortgage. Notwithstanding any provisions set forth therein or as provided by law, the Lender shall not take any action to initiate any judicial proceedings, including but not limited to commencement or institution of foreclosure proceedings, lawsuits, bankruptcy filings, reorganization or receivership filings under this Mortgage unless and until the holder of the Superior Mortgage has filed a foreclosure action. If the holder of the Superior Mortgage files a foreclosure action and the Lender subsequently files for mortgage foreclosure, but thereafter the holder of the Superior Mortgage dismisses its foreclosure action, the Lender shall also dismiss its mortgage foreclosure (but may re-file upon a subsequent re-filing by the Superior Mortgage).

SIGNATURE PAGE FOLLOWS

Executed by the Borrower on the date of acknowledgement indicated below (the "Effective Date").

**BORROWER:**

**[Urban Sites Capital Advisors, LLC]**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_, a Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to Form:

---

Assistant City Solicitor

Forward all correspondence to:

City of Cincinnati  
Department of Community and Economic  
Development  
Two Centennial Plaza - Suite 700  
805 Central Avenue  
Cincinnati, OH 45202

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street, Suite 214  
Cincinnati, OH 45202

Exhibit A  
to Open-End Mortgage

*Legal Description*

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit E  
to Funding and Development Agreement

*Form of Completion Guaranty*

[SEE ATTACHED]

## COMPLETION GUARANTY

This Completion Guaranty (“**Guaranty**”) is made as of the Effective Date (as defined on the signature page hereof) by **[TBD]**, an Ohio limited liability company, the address of which is 1209 Sycamore Street, Cincinnati, Ohio 45202 (“**Guarantor**”) in favor of the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”).

### Recitals:

A. The City, **[TBD]**, an Ohio limited liability company (the “**Obligor**”), are parties to a *Funding and Development Agreement* dated \_\_\_\_\_, 20\_\_ (the “**Funding Agreement**”). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Funding Agreement.

B. Pursuant to the Funding Agreement, among other things, the Obligor is obligated to complete the Project, which includes the remodeling of existing buildings and new construction of a structure connecting said existing buildings into a new single structure, upon completion of which will contain approximately 116 residential rental units on that certain real property more particularly detailed on Exhibit A (Legal Description) hereto. Pursuant to the terms of the Funding Agreement, Obligor has executed or will execute a promissory note in the principal amount of \$2,900,000 in favor of the City (the “**Note**”) in connection with the City’s partial financing of Developer’s construction of the Project.

C. Guarantor, as a partner in the Project, will benefit from the provision of the Loan provided by the City in connection with the Project.

D. Pursuant to Section 3 of the Funding Agreement, and as a material inducement to the City to enter into the Agreement, Guarantor is required to execute and deliver this Guaranty to the City.

NOW, THEREFORE, for and in consideration of the City’s execution of the Funding Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby promises and agrees as follows:

### 1. Guaranty

(A) Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City:

(i) That Guarantor will complete or cause to complete the construction of the Project by the Project Completion Date as prescribed in the Funding Agreement.

(ii) The due and punctual payment in full (and not merely the collectability) of any and all loss, damages or expenses incurred by the City and arising out of any default by Developer or Guarantor in completing the Project pursuant to the terms and conditions set forth in the Funding Agreement.

(B) If Guarantor (i) fails duly and punctually to perform and complete the construction of the Project, or (ii) for any reason, Guarantor shall abandon construction of the Project for a period of 30 days after written notice of such cessation by the City to Guarantor (each such occurrence being a “default” under this Guaranty), Guarantor, within 10 days after its receipt of written demand for performance or payment from the City (a “**Performance Demand**”), shall duly and punctually cure the default. If Guarantor shall fail to resume construction or complete the Project, as the case may be, within such 10 day period, the City shall have the right to take such actions as the City deems necessary or appropriate to cure the default, whereupon Guarantor shall pay to the City an amount equal to all costs incurred by the City in so doing, payable within 10 days after the City’s written demand. All rights and remedies of the City under this



Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under or with respect to the Funding Agreement or any other agreements pertaining to the Project, or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to the Funding Agreement; (ii) modify or supplement any of the provisions of the Funding Agreement upon written agreement of the parties thereto; and (iii) grant any extension or renewal of or with respect to the Funding Agreement upon written agreement of the parties thereto and/or effect any release, compromise or settlement in connection therewith.

## 2. Liability of Guarantor.

(A) Guarantor's liability under the provisions of this Guaranty (i) shall be primary, direct and immediate and is a guaranty of payment, performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Guarantor or Developer of any remedy that it may have against its contractors, subcontractors or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Funding Agreement, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Guarantor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Guarantor or any other person or entity or against any or all of the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under the provisions of this Guaranty shall continue after any assignment or transfer by the City or Developer of any of their respective rights or interests under the Funding Agreement, if permitted by the same, with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Developer, which shall continue to be governed by the terms of the Funding Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Developer or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Developer.

(D) Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Funding Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Funding Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty and/or of the Funding Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Funding Agreement upon any default by Developer in performing any of its construction obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all

expenses, including without limitation attorneys fees, that it incurs in connection therewith, payable within 10 days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City under the Funding Agreement.

4. Effect of this Guaranty. Guarantor hereby represents and warrants to the City that: (A) Guarantor (i) has a financial interest in Developer; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation; and (C) Guarantor is not in default under any contract or guaranty between Guarantor and the City.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person; (ii) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (iii) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: (i) City of Cincinnati, Department of Community and Economic Development, 805 Central Avenue, Suite 700, Cincinnati, OH 45202, and (ii) City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, and (iii) City Finance Director, City of Cincinnati, 801 Plum Street, 2<sup>nd</sup> Floor, Cincinnati, OH 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. No party hereto shall be deemed to have waived the exercise of any right which it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Developer or anyone else in any action or proceeding commenced by the City under this Guaranty; however, the City may commence any action or proceeding based upon this Guaranty solely against Guarantor without making Developer or anyone else a party to such action.

(D) Time of Essence. Time shall be of the essence of this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made

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in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Developer shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns. Terms used in capitalized form in this Guaranty and not otherwise defined herein shall have the meanings given to such terms in the Funding Agreement.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.

(I) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Project shall have received a permanent Certificate of Occupancy from the relevant permitting authority. Upon issuance of the aforementioned Certificate of Occupancy, and provided there is then no uncured default under this Guaranty, this Guaranty shall terminate and be of no further force and effect.

*Signature Page Follows*

Executed and effective as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”).

GUARANTOR:

**[TBD]**,

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

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

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

Approved as to Form:

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

This instrument prepared by:

Office of the City Solicitor  
801 Plum Street, Room 214  
Cincinnati, Ohio 45202

Exhibit A  
to Completion Guaranty

*Legal Description*

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit F  
to Funding and Development 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) Disbursement Conditions: The Disbursement Conditions must be satisfied or waived by the City, each in its sole discretion.
- (ii) Insurance: Developer must have provided proof of insurance as required by the Agreement, naming the City as an additional insured.
- (iii) Consolidation: Developer must have acquired fee title to the Property and have completed the consolidation of the Property into a single parcel.
- (iv) Note & Mortgage from Developer: Developer shall have executed and delivered to the City the Note and the recorded Mortgage.
- (v) Guaranty: Developer shall have caused the delivery to the City of the fully executed Guaranty.
- (vi) Licenses: 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.
- (vii) Other Information: Developer shall provide to the City such other information and documents pertaining to Developer or the Project as the City may reasonably require.
- (viii) No Default: Developer shall be in full compliance with all requirements under the Agreement, Note, Mortgage, the Guaranty, and the CRA Agreement.
- (ix) Project Completion: Developer shall be prepared and capable of otherwise undertaking and completing all necessary actions to commence the Project promptly following the Effective Date and thereafter to pursue completion of this Project in a timely manner and otherwise in accordance with the terms of the Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall endeavor to disburse the Funds to Developer within 30 days of receipt of a completed draw request in accordance with Section (C)(ii) of this Exhibit. The City shall disburse the Funds on a reimbursement basis and pro-rata with all other construction funds being utilized by Developer for the Project (i.e., the Funds shall not be first in). 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 the 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

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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 90 days following completion of construction of 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 of the Project 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 has complied with all of its other obligations, as it relates to the Project, 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 alleges 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 G  
to Funding and Development Agreement

*Additional Requirements*

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

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



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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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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 of Cincinnati Building Code requirements.

{00410230-5}

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

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

(F) Small Business Enterprise Program.

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

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

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

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

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

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

(G) Equal Employment Opportunity.

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

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

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

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

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System,

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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.

{00410230-5}

(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

{00410230-5}

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





SUBTOTAL SOFT COSTS	\$0.00	\$4,534,983	\$4,534,983
TOTAL PROJECT COSTS	\$2,900,000	\$30,248,296	\$33,148,296

**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 will create a single mixed-use building at 1422-1450 Walnut Street, consisting of new construction and rehabilitation, creating 103,931 square feet of residential and 4,522 square feet of commercial space. The residential portion of the development will include 116 residential apartment units. The total unit count will consist of twenty-four studio apartments, eighty-four one-bedroom apartments, and eight two-bedroom apartments. Twenty of the twenty-four studio apartments will be affordable to households earning eighty percent (80%) of the area median income (AMI), during their initial lease up period.

**Upload Supporting Documents (0)**

Supporting Documents

**DEI USE ONLY**

<b>Assigned Number</b> 55946220	<b>Dept Submitted Date</b> 10/21/2024	<b>DEI Received Date</b>
<b>Original Assigned Number</b>		

**Funding Guidelines:**

State
  Federal
  Prevailing Wage Will Not Apply

**Rates That Apply:**

Building
  Heavy
  Highway
  Residential

**Decision Number:**                      **Modification Number:**                      **Publication Date:**

**Determination By:**

<b>Name *</b> JONAH JAMES	<b>Title</b> Development Manager	<b>Date *</b> 10/24/2024
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**Decision Summary: \***

As described, the project exceeds the prevailing wage threshold of \$75,000 for alteration to a building under ORC 4115.03. However, projects being undertaken by a port authority are exempt from prevailing wage requirements pursuant to ORC 4115.04(B)(6) as defined in ORC 4528.01 and 4582.21. Therefore, State of Ohio prevailing wage requirements will not apply to the project.

The project does not meet the definition of a "Development Agreement" as defined in CMC 321-1-D2. Therefore, local prevailing wage requirements do not apply.

NOTE: Any changes to the scope, funding, or developer will require revision to this determination.

<b>Director Approval Signature</b> LAURA CASTILLO	<b>Director Approval Date</b> 10/24/2024
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*2024/02/14*

**Meeka D. Owens**  
*Cincinnati City Council*

December 10<sup>th</sup>, 2024

### Reconnecting Queensgate

**WE MOVE** that the administration prepare a report within 60 days to address the following concerns that are related to reconnecting Queensgate to Downtown during the design build process of the Brent Spence Bridge Corridor.

**WE FURTHER MOVE** that the administration compare the current proposed local one-way street system across I-75 in Queensgate with the Signature Street Concept attached.

Councilmember Meeka D. Owens

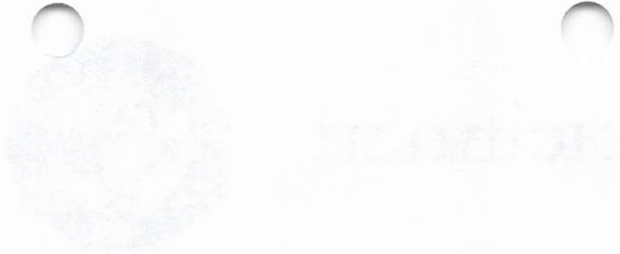
### STATEMENT

It has been the desire of this Council to maximize the long-term economic development of recaptured land that will result from the redesigned footprint of the I-75 Corridor throughout the neighborhoods of the West End and Queensgate. At this point the administration has been proactive in asking for recommendations about the best land use of those reclaimed properties.

Land use is critical to understand the most economic value we can capture long-term. There is also a need to incentivize and advocate for the connection and creation of a more multi-modal city. Allowing there to be a greater amount of transportation options in the West End and Queensgate will be key to greater economic prosperity.

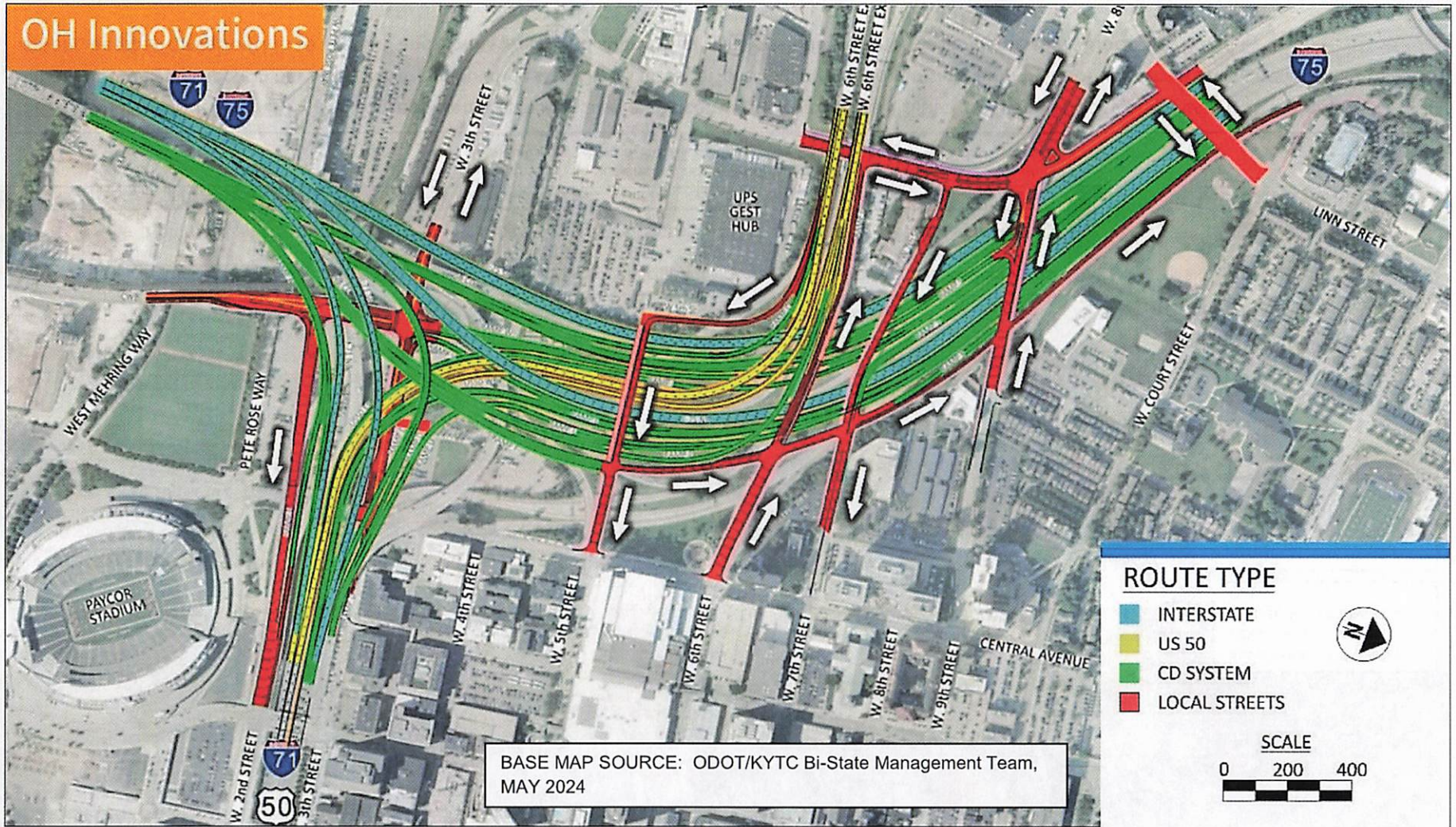
The considerations that are present in the attachment aligns with the work of the United States Department of Transportation's strategic goals of Safety, Economic Strength and Global Competitiveness, Equity, Climate and Sustainability, Transformation, and Organizational Effectiveness.

OK  
12/19/24  
CAL



*[Handwritten signature]*

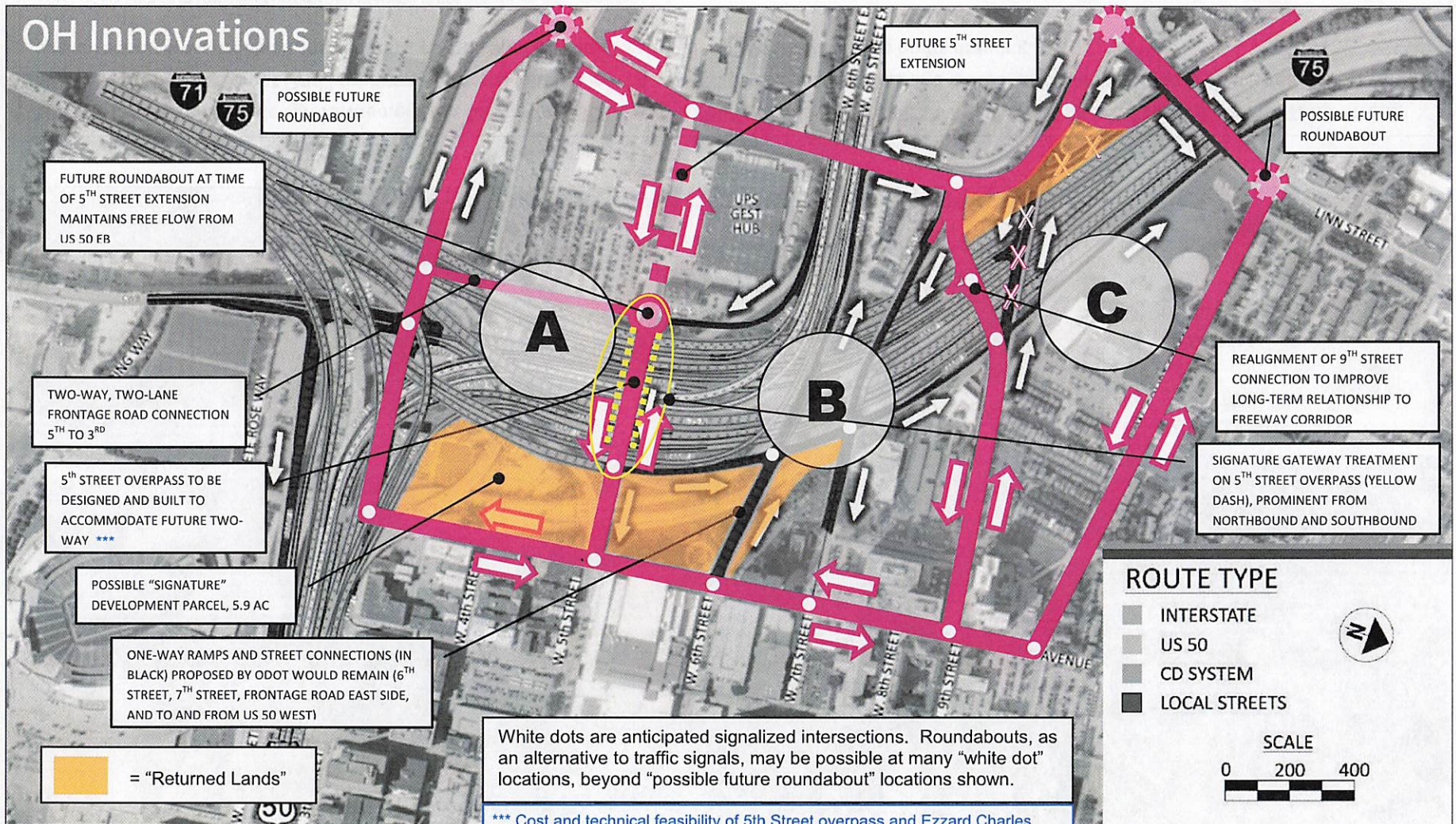
# OH Innovations



This is the “Street Grid” design refinement put forward by ODOT to the public on May 31, 2024. With the exception of Linn Street and Third Street, all of the proposed “Street Grid” roadway elements (shown in red) would be one-way streets and would function mostly as higher-speed ramps or one-direction cross-freeway connections, as indicated by the directional arrows ODOT shows on its drawing.

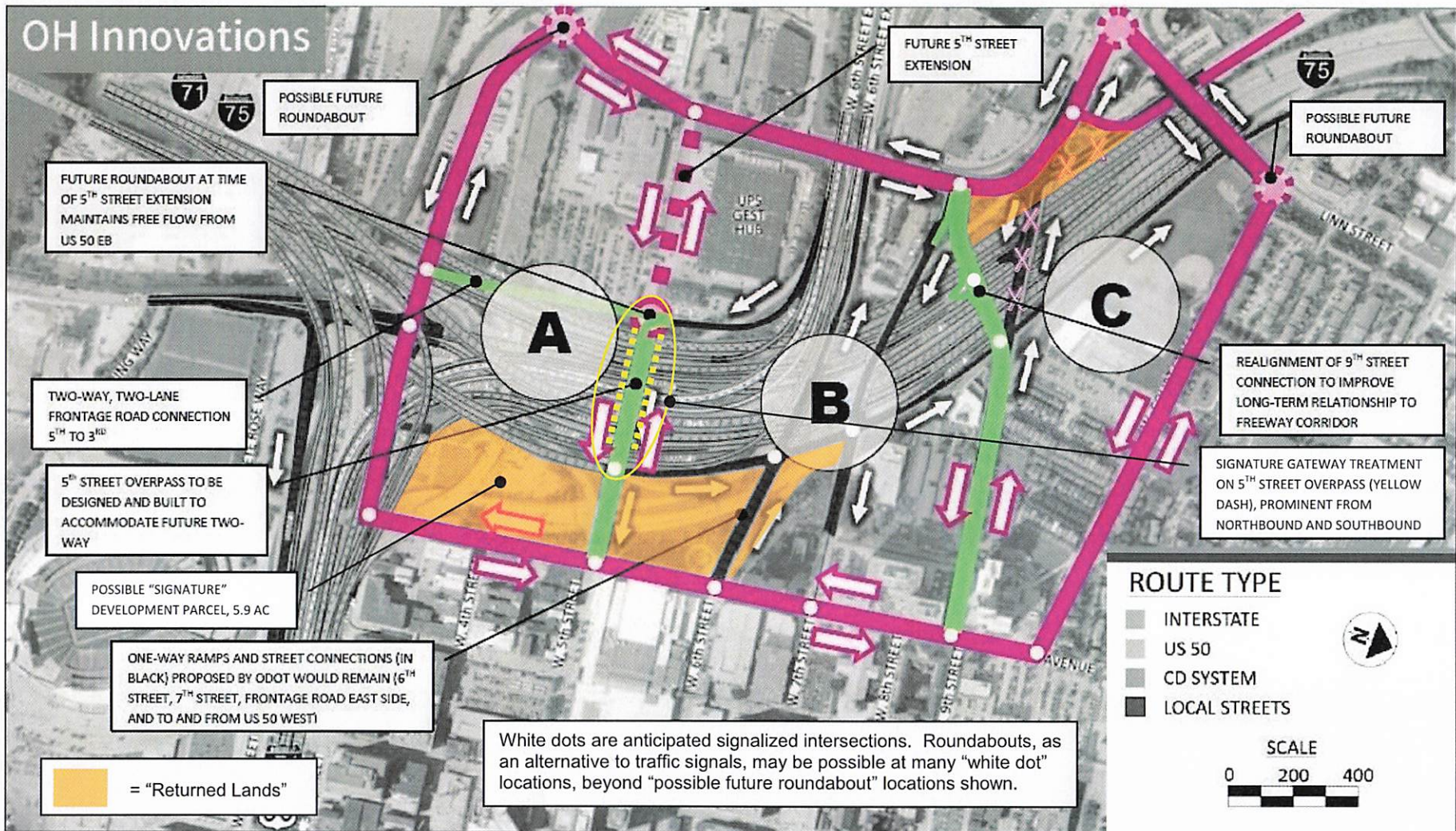
Note: Scale shown in the project base map drawing is not accurate.

# OH Innovations



**SIGNATURE STREET CONCEPT:** This concept would establish a safe, welcoming, recognizable ("signature") and effective two-way true street grid circulation and connection network, generally building on ODOT's latest effort. All streets in purple would be two-way streets designed for all modes, safety, aesthetic relationship to the City and points west, and supporting relationship to economic investment in "Blocks" A, B and C.

Note: Scale shown in the project base map drawing is not accurate.



**ODOT CONSTRUCTION TO SUPPORT SIGNATURE STREET CONCEPT:** The items shown in **green** are roadway elements that would be designed and built by ODOT as part of the BSB Corridor Project, to directly support the eventual full Signature Street network. The 5<sup>th</sup> Street overpass would be designed and built for eventual two-way operation (4 or 5-lane section anticipated), but initially operated as one-way, with continuous flow from the US 50 EB/6<sup>th</sup> Street ramp. The 5<sup>th</sup> to 3<sup>rd</sup> connector would also be designed and built for two-way, but initially operated as one-way.

Note: Scale shown in the project base map drawing is not accurate.



202402558

**Evan Nolan**  
*Councilmember*

**Seth Walsh**  
*Councilmember*

12/10/2024

## MOTION

**WE MOVE** that the Administration work with the Department of Transportation and Engineering, Cincinnati Police, along with the appropriate state agencies and neighboring jurisdictions on both sides of the river, to identify and implement temporary measures to mitigate significant traffic delays due to the closure of the Daniel Carter Beard Bridge.

**WE FURTHER MOVE** that the Administration provides regular updates on such mitigation efforts, their success or need for adjustments, planned additional mitigation efforts, and any funding needs to implement these efforts on a rolling basis until the bridge is reopened to traffic in both directions.

## STATEMENT

The closure of the Daniel Carter Beard Bridge has severely impacted traffic throughout our urban core, particularly during peak rush hours, causing serious quality of life issues for thousands of commuters on a daily basis. Per the Ohio Department of Transportation (ODOT), the repairs will not be completed until at least March 2025.

The bridge closure presents major concerns shared between ODOT, Hamilton County, the City of Cincinnati, the Kentucky Transportation Cabinet, Kenton County, and the City of Newport. Efforts to mitigate these issues require collaboration and coordination between the multiple jurisdictions. It is our expectation that all of these partners are committed to alleviating the temporary congestion.

The City has initiated this work and has access to the data and resources to lead on these efforts. In the absence of a clearly communicated plan coming forward in the past month, the City should immediately convene the relevant partners to further consider, implement, and communicate proposed solutions.

The City Administration should explore ways of directing traffic in highly congested areas, temporarily adjusting traffic patterns and light timing, signage to encourage keeping intersections clear, and any other temporary measures that may help alleviate traffic and keep pedestrians safe.

The Administration should regularly report to Council or the relevant Council committees on the progress and measures being taken and update the City's website, social media, and other communication channels.

Seth Walsh

Evan Nolan



20240258

**Mark Jeffreys**  
Councilmember

December 17, 2024

## MOTION

### *Proposed Amendment to Motion 202402558*

**WE MOVE** that the Administration work with the Department of Transportation and Engineering, Cincinnati Police, along with the appropriate state agencies and neighboring jurisdictions on both sides of the river, to identify and implement temporary measures to mitigate significant traffic delays due to the closure of the Daniel Carter Beard Bridge.

**WE FURTHER MOVE** that the Administration provides regular updates on such mitigation efforts, their successes or need for adjustments, planned additional mitigation efforts, and any funding needs to implement these efforts on a rolling basis until the bridge is reopened to traffic in both directions.

**WE FURTHER MOVE** that the Administration work with ODOT, OKI Regional Council of Governments and any other necessary partners to explore the diversion of inbound through-traffic on I-71, I-75, and I-74 onto the I-275 bypass until the bridge re-opens.



November 20, 2024

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** Ordinance for the Rezoning of 4710-4722 Madison Road in Madisonville

202402411

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Transmitted is an Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4710-4722 Madison Road in the Madisonville neighborhood from the MG-T, “Manufacturing General – Transportation Corridor,” zoning district to the CG-A-T, “Commercial General-Auto Oriented – Transportation Corridor,” zoning district to facilitate the construction of three new commercial buildings for day care center, retail, and restaurant uses.

The City Planning Commission recommended approval of the designation at its November 15, 2024, meeting.

**Summary:**

The petitioner, Oakley Capital Partners 2, LLC, requests a zone change for the property located at 4710-4722 Madison Road in Madisonville. The current zoning is Manufacturing General – Transportation Corridor (MG-T), and the applicant is pursuing the change to Commercial General-Auto Oriented – Transportation Corridor (CG-A-T). The property is currently vacant and is 3.98 acres in size. The surrounding properties include manufacturing businesses, commercial businesses, and a health facility. It is adjacent to a railroad.

This proposed zone change will allow the applicant to include a day care facility, restaurant, and retail uses on the site. The daycare facility is expected to have around 200 children enrolled, and there are 230 parking spaces.

The City Planning Commission recommended the following on November 15, 2024, to City Council:

**APPROVE** the proposed zone change from Manufacturing General – Transportation Corridor (MG-T) to Commercial General-Auto Oriented – Transportation Corridor (CG-A-T) at 4710-4722 Madison Road in Madisonville.

cc: Katherine Keough-Jurs, FAICP, Director, Department of City Planning and Engagement

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4710-4722 Madison Road in the Madisonville neighborhood from the MG-T, “Manufacturing General – Transportation Corridor,” zoning district to the CG-A-T, “Commercial General-Auto Oriented – Transportation Corridor,” zoning district to facilitate the construction of three new commercial buildings for day care center, retail, and restaurant uses.

WHEREAS, Oakley Capital Partners 2, LLC (“Petitioner”), has petitioned to rezone the real property located at 4710-4722 Madison Road in the Madisonville neighborhood (“Property”) from the MG-T, “Manufacturing General – Transportation Corridor,” zoning district to the CG-A-T, “Commercial General-Auto Oriented – Transportation Corridor,” zoning district; and

WHEREAS, the Property currently consists of three vacant parcels totaling 3.97 acres and is surrounded by a mix of medium manufacturing and retail uses; and

WHEREAS, rezoning the Property from the MG-T, “Manufacturing General – Transportation Corridor,” zoning district to the CG-A-T, “Commercial General-Auto Oriented – Transportation Corridor,” zoning district would facilitate the construction of three new commercial buildings for day care, retail, and restaurant uses (“Project”); and

WHEREAS, the current MG-T, “Manufacturing General – Transportation Corridor,” zoning district for the Property does not permit the day care center use and limits the size of retail spaces to less than 10,000 square feet; and

WHEREAS, the proposed development meets the demand for day care centers in the area and is consistent with the nature and density of adjacent land uses; and

WHEREAS, the proposed zone change is in accordance with the “Live” initiative area action step to “[p]rovide high-quality pre-school through 12<sup>th</sup> grade school options” and with the “Compete” initiative area goal to “[f]ocus development of modern office spaces and retail/light industrial sites in the Madison Road corridor to complement a high-density, walkable redevelopment” as described on pages 62 and 80 of Plan Cincinnati (2012); and

WHEREAS, at its regularly scheduled meeting on November 15, 2024, the City Planning Commission determined that the proposed zone change is in the interest of the public’s health, safety, morals, and general welfare, and it recommended rezoning the Property from the MG-T, “Manufacturing General – Transportation Corridor,” zoning district to the CG-A-T, “Commercial General-Auto Oriented – Transportation Corridor,” zoning district; and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved rezoning the Property, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, the Council resolves to rezone the Property from the MG-T, "Manufacturing General – Transportation Corridor," zoning district to the CG-A-T, "Commercial General-Auto Oriented – Transportation Corridor," zoning district, finding it to be in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the shape and area of the City of Cincinnati's official zoning map in the location of the real property located at 4710-4722 Madison Road in the Madisonville neighborhood, shown on the map attached hereto as Attachment A and incorporated herein by reference, and being more particularly described on the legal description contained in Attachment B attached hereto and incorporated herein by reference, is hereby amended from the MG-T, "Manufacturing General – Transportation Corridor," zoning district to the CG-A-T, "Commercial General-Auto Oriented – Transportation Corridor," zoning district.

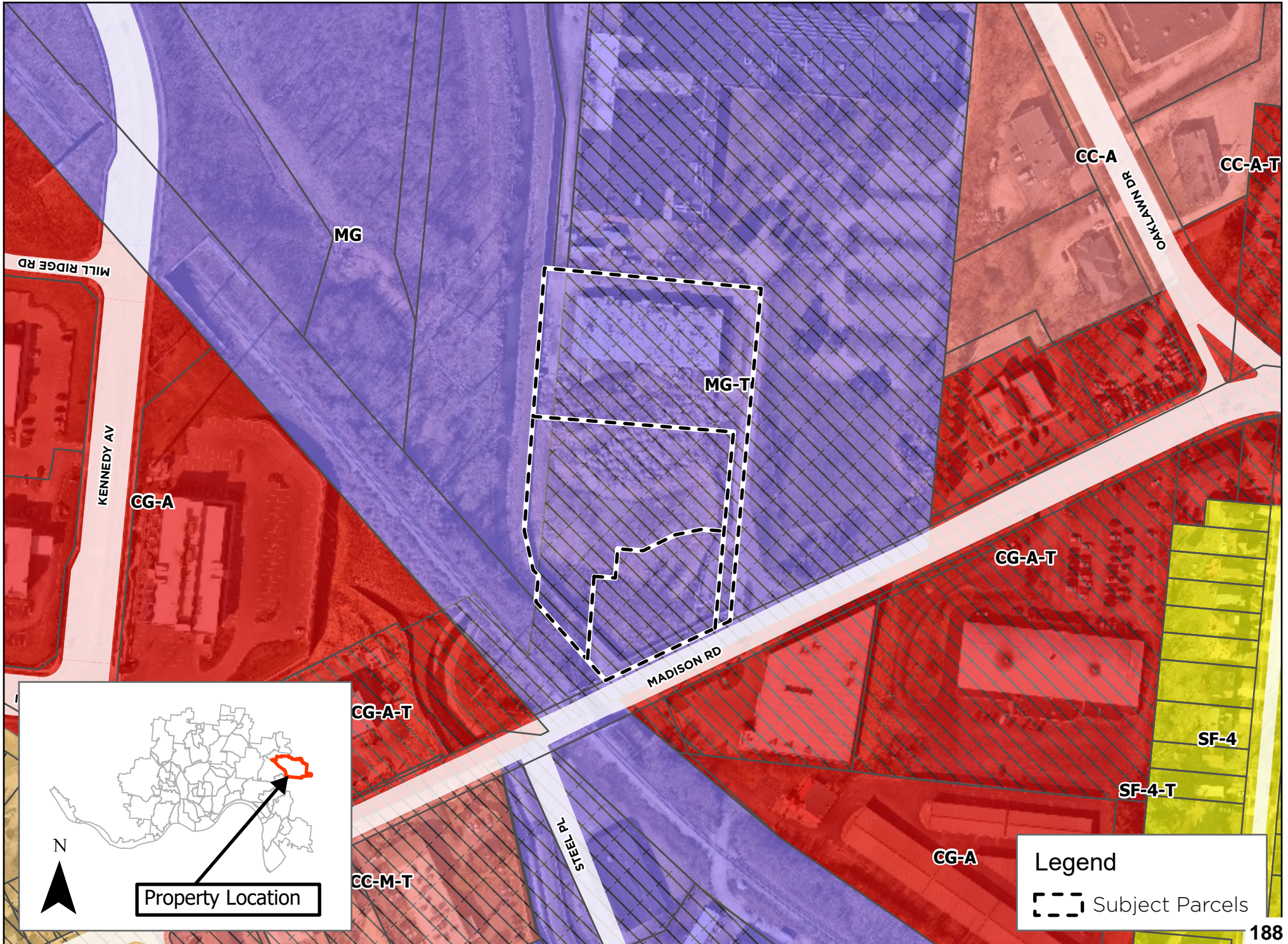
Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2024

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

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

# Proposed Zone Change from MG-T to CG-A-T at 4710-4722 Madison Road in Madisonville



## **LEGAL DESCRIPTION**

### **3.9768 ACRES**

Situated in Section 22, Town 4, Fractional Range 2, B.T.M., City of Cincinnati, Hamilton County, Ohio being all of the tracts of land conveyed to Oakley Capital Partners 2, LLC by deed recorded in O.R. 15065 Pg. 1481 and O.R. 15218 Pg.1698, and also in O.R. 15227 Pg. 1496 . The boundary of which is more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Madison Road and the east right of way line of the Southwest Ohio Regional Transit Authority right of way (O.R. 6507 Pg. 257);

Thence along the lines of the grantor the following eight (8) courses:

1. North 41°38'09" West a distance of 148.64 feet to a point;
2. North 41°17'09" West a distance of 36.45 feet to a point;
3. North 05°21'51" East a distance of 38.90 feet to a point;
4. North 44°07'53" West a distance of 11.09 feet to a point;
5. North 12°53'23" West a distance of 59.29 feet to a point;
6. North 04°26'27" East a distance of 386.29 feet to a point;
7. South 84°38'09" East a distance of 319.23 feet to a point;
8. South 05°21'51" West a distance of 524.74 feet to a point in the centerline of Madison Road;

Thence along said centerline, South 64°26'51" West a distance of 175.76 feet to the **POINT OF BEGINNING**;

Containing 3.9768 acres of land more or less and being subject to all easements and restrictions of record.

Bearings are based on the Ohio State Plane coordinate system, South Zone (NAD 83) per GPS Observation utilizing the Ohio Department of Transportation's virtual reference stationing.

This description is solely for the purpose of rezoning the above described land including existing right of way that has been previously dedicated.

This description was written by Jeffrey C. Thompson P.S. Ohio Professional Surveyor Number S-7362 for Cardinal Engineering Corporation and is based on a field survey performed by Cardinal Engineering Corporation under the direct supervision of Daniel K. York, P.S. Ohio Professional Surveyor Number S-8729.

November 15, 2024

Honorable City Planning Commission  
Cincinnati, Ohio

**SUBJECT:** A report and recommendation on a proposed zone change from MG-T (Manufacturing General – Transportation Corridor) to CG-A-T (Commercial General-Auto Oriented – Transportation Corridor) located at 4710-4722 Madison Road in Madisonville.

**GENERAL INFORMATION:**

**Location:** 4710-4722 Madison Road, Cincinnati, OH 45227

**Petitioner:** Christopher R. Hildebrant, Manager of Oakley Capital Partners 2, LLC  
9370 Fields Ertel Road, #498428  
Cincinnati, OH 45249

**Property Owner:** Oakley Capital Partners 2, LLC  
9378 South Mason Montgomery Rd. Suite 115  
Mason, OH 45040

**EXHIBITS:**

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Zone Change Application
- Exhibit C Zone Change Plat
- Exhibit D Legal Description
- Exhibit E Proposed Development
- Exhibit F Coordinated Site Review Letter
- Exhibit G Community Engagement Summary
- Exhibit H Letter of Support
- Exhibit I Additional Correspondence

**BACKGROUND:**

The petitioner, Christopher R. Hildebrant, manager of Oakley Capital Partners 2, LLC, requests a zone change located at 4710-4722 Madison Road in Madisonville from MG-T (Manufacturing General-Transportation Corridor) to CG-A-T (Commercial General-Auto Oriented-Transportation Corridor). The proposed development involves the construction of three buildings for day care, retail, and restaurant uses. The buildings are permitted under the existing MG-T zoning, as well as the retail and restaurant uses, but rezoning the property is necessary to permit a day care use on this site. Currently, the subject property consists of three parcels that will be consolidated into a single parcel consisting of 3.85 acres to be reclassified.

The existing zoning (MG-T) does permit day care centers, but only as accessories to permitted uses. It also permits retail sales if the use occupies less than 10,000 square feet. Full-service and limited restaurants are permitted. The proposed zoning (CG-A-T) permits day care centers, retail, and restaurants without size limitations.

**ADJACENT LAND USE AND ZONING:**

The subject properties are currently zoned MG-T (Manufacturing General – Transportation Corridor) as shown on the attached map (Exhibit A). The zoning and land uses surrounding the subject properties are as follows:

**North:**

Zoning: MG-T – Manufacturing General – Transportation Corridor  
Existing Use: Medium manufacturing ILSCO Corporation

**East:**

Zoning: MG-T – Manufacturing General – Transportation Corridor  
Existing Use: Medium manufacturing & greenspace ILSCO Corporation

**South:**

Zoning: CG-A-T – Commercial General-Auto Oriented – Transportation Corridor  
Existing Use: iStorage facility, Madison Bowl recreational facility

**West:**

Zoning: MG – Manufacturing General  
Existing Use: Duck Creek, railroad, vacant lots, medium manufacturing ILSCO Corporation

Zoning: CG-A-T – Commercial General-Auto Oriented – Transportation Corridor  
Existing Use: Vacant land, retail

**PROPOSED DEVELOPMENT:**

The proposed zone change will allow for expanded uses on the site including a day care. One building (3,700 square feet) will be developed on the south side of the property and will have frontage along Madison Road, while two buildings (12,856 square feet each) will be on the western side of the property parallel to Duck Creek. Parking will be located behind and in the side yard of the southernmost building along Madison Road.

Permits have already been issued under the current MG-T zoning regulations for the parking lot and two multi-tenant buildings on the west side of the property. However, if the zone change is approved, future construction will need to conform to the development regulations set forth in the Cincinnati Zoning Code in the CG-A-T – Commercial General-Auto Oriented-Transportation Corridor zone.

**COORDINATED SITE REVIEW:**

The proposed project was reviewed by City departments through the Coordinated Site Review process in May 2023. The applicant inquired about whether the site would need to be rezoned to develop a day care facility and if so, what zoning designation would be most appropriate. Staff of the Department of City Planning and Engagement – Zoning Division recommended a zone change to CC-A or CG-A, which permit all proposed uses. They also noted that variances would be needed for the dumpster location and to allow multiple principal structures on the same parcel.

Many departments included requirements to obtain permits in their comments on the Coordinated Site Review, but did not have any immediate requirements to move forward. The Cincinnati Fire Department identified the need to have two readily accessible fire hydrants within 400 feet of all sides of the project and the Department of Transportation and Engineering (DOTE) required a Traffic Impact Study. The applicant is working with the appropriate departments to address these requirements.

### **PUBLIC COMMENT AND NOTIFICATION:**

The applicant team engaged the Madisonville Community Council (MCC) prior to submitting the zone change application. At a special MCC meeting on August 2, 2024, the applicant team presented their zone change request. MCC wrote a letter of support for the zone change and requested that no drive-through establishment be constructed (Exhibit H).

A public staff conference was held on October 15, 2024. Notice was sent to all property owners within 400 feet of the subject property, the Madisonville Community Council, Madisonville Community Urban Redevelopment Corporation, and Oakley Community Council. The summary of community engagement (Exhibit G) shows there were four members of the applicant team, two staff members from the Department of City Planning and Engagement (DCPE), and two members from the Madisonville Community Council present at the staff conference. Questions related to easements for the Army Corps of Engineers to maintain the floodwall on the west side of the property were raised.

Additional correspondence (Exhibit I) was received from an Oakley resident with prior experience in reviewing zone changes similar to this proposal. The resident's personal recommendation to the Madisonville Community Council was to consider approving a CC-P or CC-M zoning district, so the community would have more avenues for input regarding design decisions on the site.

### **CONSISTENCY WITH PLANS:**

#### *Plan Cincinnati (2012)*

The proposed zone change is consistent with Plan Cincinnati's Live Initiative Area, specifically the Action step to "provide high-quality pre-school through 12<sup>th</sup> grade school options" and long-range goal to "develop future new/renovated schools in locations that help to strengthen communities (p. 62). Changing the zoning designation to allow for day care uses will make it possible to create new early education opportunities.

This zone change is also consistent with the Compete Initiative Area, specifically the short-range goal to "focus development of modern office spaces and retail/light industrial sites in the Madison Road corridor to complement a high-density, walkable redevelopment" (p. 118). Allowing for more retail opportunities along the corridor helps achieve that vision.

This request is in keeping with the Guiding Geographic Principles section of *Plan Cincinnati* based on the principles to, "Focus revitalization on existing centers of activity" (p. 86), as the plan identifies Madisonville as a Traditional Neighborhood with a 'Transform Neighborhood Center Degree of Change' (p. 90). The objective of the Transform neighborhood centers is to completely change the character to emphasize walkability, infill, redevelopment, and public improvements (p. 90). Though the site is not within the neighborhood district, this development does activate a vacant parcel through infill development.

In the Geographic Principles section of *Plan Cincinnati*, the intersection of Ridge Avenue and Madison Road is identified as a Preliminary Opportunity for Future Mixed-Use Development or Neighborhood Center (p. 95). This site is about 0.33 miles away from that intersection, so increased activity and development in this area is in keeping with the plan.



*GO Cincinnati: Growth and Opportunities Study for the City of Cincinnati (2009)*

In the GO Cincinnati Report, Madison Road is identified as a corridor that offers strong opportunities “to capture growth in office and supporting retail demand (p. 3). It was recommended that “walkable urban development and drivable suburban development” be developed along Madison Road (p. 4); this zone change from a manufacturing to commercial district will make it possible to develop uses more compatible with drivable environments.

**ANALYSIS:**

In determining which zoning district would be most appropriate for this site, Staff considered several potential districts that would permit the proposed uses. The current zoning district MG-T is intended to support commercial and manufacturing establishments that may generate off-site impacts, including heavy industrial and manufacturing uses, transportation facilities, warehousing and distribution, and similar and related supporting uses. Sites within this district typically have good transportation access to facilitate efficient transport of goods but are not pedestrian-friendly. The MG-T zoning district allows retail uses up to 10,000 square feet but does not permit daycare centers, which is a proposed use in the development that is supported by the community.

All Commercial Districts permit day care centers. The Commercial Community (CC) commercial subdistrict is intended to create areas suitable for a mix of uses ranging from larger-scale commercial uses to residential uses. The Pedestrian (P) community character is intended for areas with traditional urban character with small setbacks and significant pedestrian activity. The Mixed (M) community character is intended to create a mix of auto-oriented and pedestrian-oriented buildings.

Because the surrounding uses are all auto-oriented with limited pedestrian accessibility, the Auto-oriented (A) character, specifically the CG-A-T zoning district, was determined to be most suitable for the uses proposed and site design of this development. The purpose of the Commercial General district is to maintain, support, and create areas with a mix of commercial, office, recreation, and entertainment and arts uses. Day care centers, restaurants, and retail sales are all permitted in this zone. The auto-oriented character of this district creates areas that provide for easy automobile access characterized by large buildings with parking out front, which is consistent with the corridor’s existing built form.

Because the site is located within the Transportation Corridor district per the Connected Communities ordinance, minimum off-street parking regulations do not apply but parking facilities must be in the rear yard. Permit applications for this proposed development were submitted before Connected Communities went into effect, so they were not required to be consistent with the Transportation Corridor parking regulations. However, future development on the site would need to comply with the Connected Communities development regulations.

This zone change will allow the reactivation of vacant property through planned development of a day care facility, retail sales, and a restaurant. The construction of a building with frontage on Madison Road will create a visual presence of the development along the corridor. Additionally, the change of zoning designation from MG-T to CG-A-T is consistent with existing surrounding zoning districts and the built environment. There are existing commercial uses across from the site (iStorage and Madison Bowl) as well as on the other side of Duck Creek along Madison Road (Oakley Kitchen, AFC Urgent Care, Starbucks, etc.).

**CONCLUSIONS:**

The staff of the Department of City Planning and Engagement supports the proposed change in zoning for the following reasons:

1. The proposed zone is consistent with the existing surrounding built environment with regards to allowable uses, building scale, massing, and adjacent zoning districts.
2. It is consistent with *Plan Cincinnati* (2012) within the Compete Initiative Area, specifically the goal to “Implement the GO Cincinnati Plan recommendations in the Madison Road, South Mill Creek, and Reading Road corridors.”
3. This development will activate a vacant property, create desperately needed day care opportunities, and increase density along the Madison Road corridor.

**RECOMMENDATION:**

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following action:

**APPROVE** the proposed zone change from MG-T (Manufacturing General – Transportation Corridor) to CG-A-T (Commercial General – Auto-Oriented – Transportation Corridor) located at 4710-4722 Madison Road in Madisonville.

Respectfully submitted:

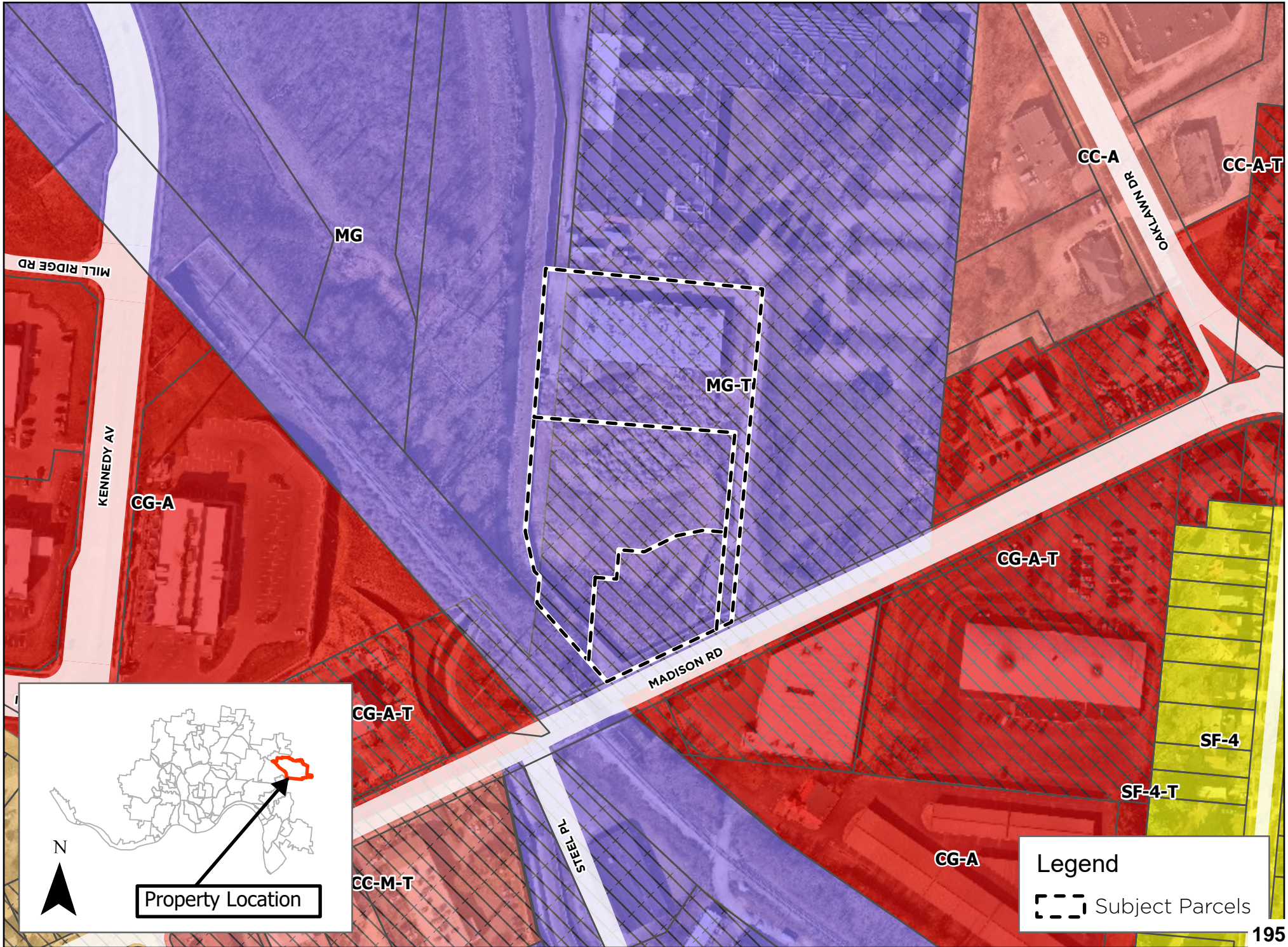


Sophia Ferries-Rowe, City Planner  
Department of City Planning and Engagement

Approved:



Katherine Keough-Jurs, FAICP, Director  
Department of City Planning and Engagement



**Legend**  
[Dashed White Outline] Subject Parcels

PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO

To: The Honorable Council of the City of Cincinnati

Date: August 20, 2024

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the MG-T Zone District to the CG-A-T Zone District.

Location of Property (Street Address): 4710-4722 Madison Road, Cincinnati, Ohio 45227  
Hamilton County, Ohio Auditor's Parcel ID Nos. 51-0007-0087, -0086 and -0080.

Area Contained in Property (Excluding Streets): Approximately 3.8466 acres

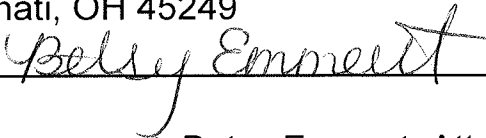
Present Use of Property: Vacant manufacturing

Proposed Use of Property & Reason for Change: Daycare and restaurant /retail use

Property Owner's Signature: \_\_\_\_\_

Name Typed: Christopher R. Hildebrant, Manager of Oakley Capital Partners 2, LLC

Address: 9370 Fields Ertel Road, #498428, Phone: 513-469-1500  
Cincinnati, OH 45249

Agent Signature: 

Name Typed: Betsy Emmert, Attorney for Property Owner

Address: 255 E. Fifth Street, Suite 1900, Phone: 513-832-5460  
Cincinnati, OH 45202

Please Check if the Following Items are Attached

Application Fee X

Copies of Plat X

Copies of Metes and Bounds X

# REZONING PLAT

## SECTION 22, TOWN 4, FRACTIONAL RANGE 2 CITY OF CINCINNATI HAMILTON COUNTY, OHIO

CABINET  
SLIDE  
GROUP

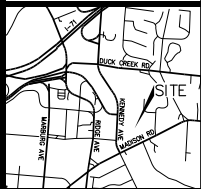
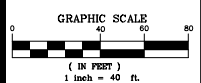


WEBSITE: <http://www.cardinalengineering.net>

**OWNER**  
OAKLEY CAPITAL PARTNERS 2 LLC  
8600 GOVERNORS HILL DRIVE  
CINCINNATI, OHIO 45249

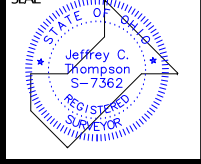
**CLIENT**  
MORELIA GROUP  
8600 GOVERNORS HILL DRIVE  
CINCINNATI, OHIO 45249

- LEGEND**
- - SET 5/8" REBAR WITH CAP stamped "JCS-8227"
  - △ - SET NOTCH IN CONCRETE
  - - FOUND IRON PIN
  - x--- - EXIST FENCE
  - ⊠ - FOUND R/W MARKER

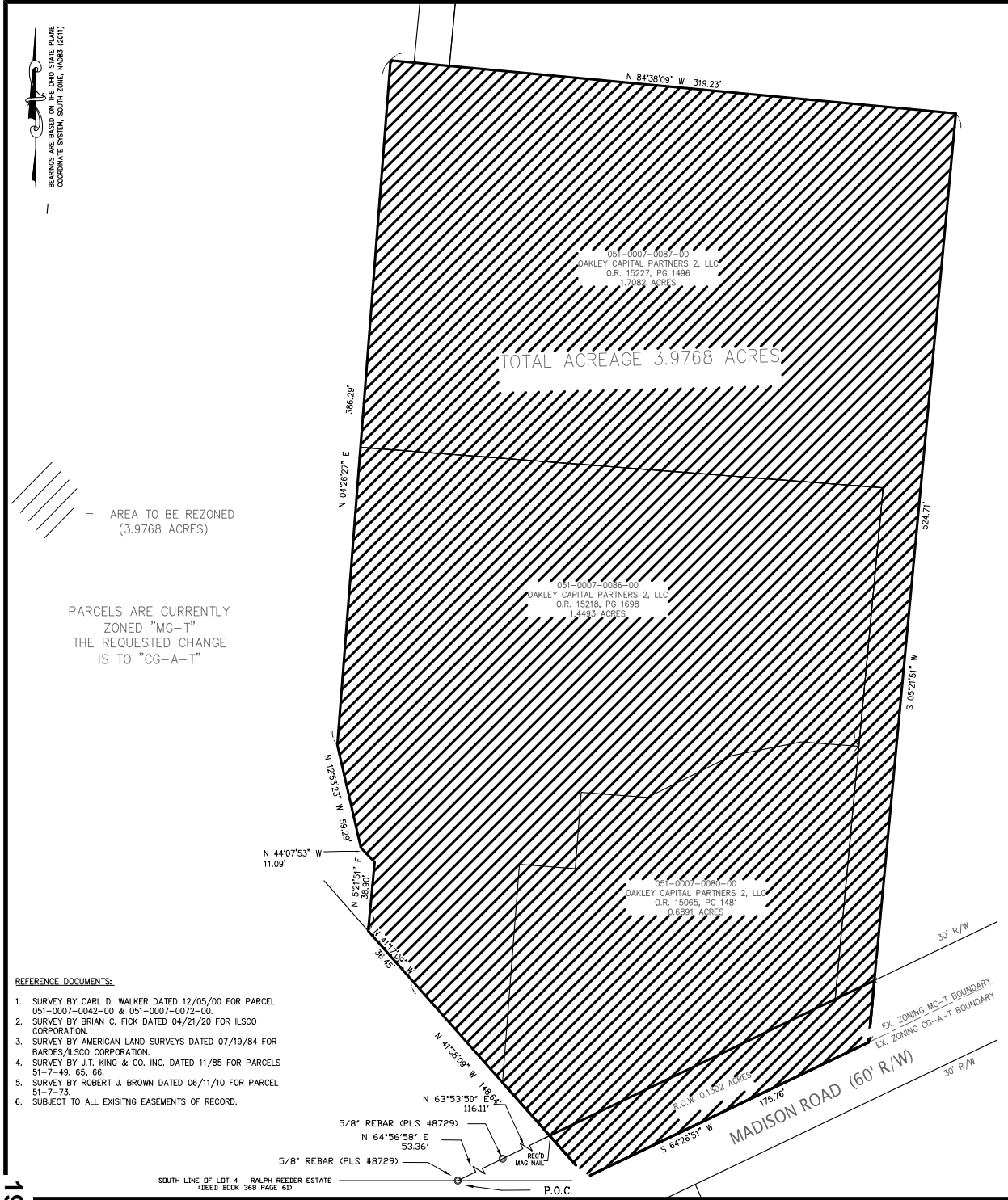


**VICINITY MAP**  
N.T.S.

PROJECT NO. 23-088



SHEET



BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, STATE SPHEROID, NAD83 (G71)

= AREA TO BE REZONED (3.9768 ACRES)

PARCELS ARE CURRENTLY ZONED "MG-T" THE REQUESTED CHANGE IS TO "CG-A-T"

I, JEFFREY C. THOMPSON, (S-7362) A REGISTERED LAND SURVEYOR IN THE STATE OF OHIO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED FOR CARDINAL ENGINEERING UNDER MY DIRECT SUPERVISION. THE ORIGINAL BOUNDARY SURVEY WAS PERFORMED BY CARDINAL ENGINEERING CORPORATION UNDER THE DIRECT SUPERVISION OF JOSEPH S. KRAMER (S-8227) A REGISTERED LAND SURVEYOR IN THE STATE OF OHIO ACCORDANCE WITH O.R.C. 4733-37, AND THAT THE MONUMENTS HAVE BEEN FOUND OR SET AS NOTED.

DATE \_\_\_\_\_

- REFERENCE DOCUMENTS:**
1. SURVEY BY CARL D. WALKER DATED 12/05/00 FOR PARCEL 051-0007-0042-00 & 051-0007-0072-00.
  2. SURVEY BY BRIAN C. FICK DATED 04/21/20 FOR ILSCO CORPORATION.
  3. SURVEY BY AMERICAN LAND SURVEYS DATED 07/19/84 FOR BARDIS/ILSCO CORPORATION.
  4. SURVEY BY J.T. KING & CO. INC. DATED 11/85 FOR PARCELS 51-7-49, 65, 66.
  5. SURVEY BY ROBERT J. BROWN DATED 06/11/10 FOR PARCEL 51-7-73.
  6. SUBJECT TO ALL EXISTING EASEMENTS OF RECORD.

SOUTH LINE OF LOT 4 RALPH REEDER ESTATE (DEED BOOK 368 PAGE 61)

## LEGAL DESCRIPTION

### 3.9768 ACRES

Situated in Section 22, Town 4, Fractional Range 2, B.T.M., City of Cincinnati, Hamilton County, Ohio being all of the tracts of land conveyed to Oakley Capital Partners 2, LLC by deed recorded in O.R. 15065 Pg. 1481 and O.R. 15218 Pg.1698, and also in O.R. 15227 Pg. 1496 . The boundary of which is more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Madison Road and the east right of way line of the Southwest Ohio Regional Transit Authority right of way (O.R. 6507 Pg. 257);

Thence along the lines of the grantor the following eight (8) courses:

1. North 41°38'09" West a distance of 148.64 feet to a point;
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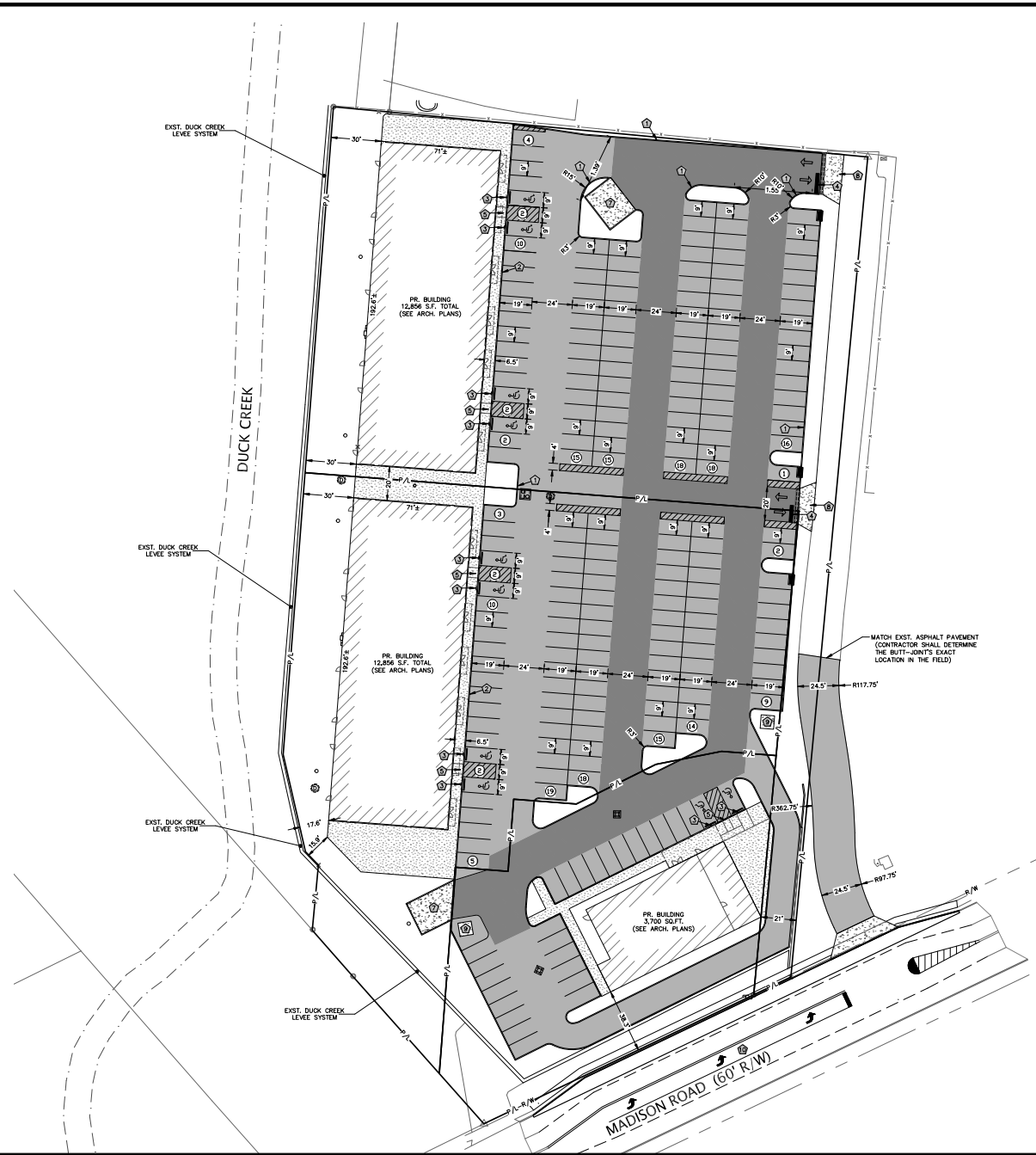
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This description is solely for the purpose of rezoning the above described land including existing right of way that has been previously dedicated.

This description was written by Jeffrey C. Thompson P.S. Ohio Professional Surveyor Number S-7362 for Cardinal Engineering Corporation and is based on a field survey performed by Cardinal Engineering Corporation under the direct supervision of Daniel K. York, P.S. Ohio Professional Surveyor Number S-8729.

8/7/2024 12:36 PM c:\projects\2023-08-23-08\14-000\Construction Drawings\Site Development\Plans\CD - DEVELOPMENT PLANS\CD - 14-000-008 Madisonville Park Development, CD.dwg



**GENERAL NOTES:**

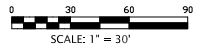
1. CURB RADII SHOWN ARE TO FACE OF CURB/EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONING AS SHOWN IS FROM FACE OF WALL, CURB OR OTHER FIXED POINT AND IS FOR SITE LAYOUT AND GENERAL INFORMATION ONLY. REFER TO ARCHITECTURAL DRAWINGS FOR COMPLETE BUILDING DIMENSIONING PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL INCORPORATE CONSTRUCTION AND EXPANSION JOINTS IN CONCRETE PAVEMENT. CONCRETE JOINTS AS PER STANDARD CONSTRUCTION PRACTICES.
4. CONCRETE PAVEMENT EXPANSION JOINTS SHALL BE AT ALL BUILDING/WALK AND WALK/PAVEMENT INTERFACES. ALIGN CONTROL JOINTS WITH COLUMNS AND BUILDING PROJECTIONS AND EVENLY DISTRIBUTE SAID CONTROL JOINTS IN BETWEEN.
5. THE CONTRACTOR WILL PROVIDE DIGITAL PICTURES OF CONDITIONS BEFORE, DURING, AND AFTER CONSTRUCTION NEAR THE FLOODWALL. THESE PHOTOS ARE TO BE SUBMITTED TO BOTH THE LEVEE SPONSOR AND THE USACE LEVEE SAFETY AREA REPRESENTATIVE, ANDREW BROOKS (ANDREW.T.BROOKS@USACE.ARMY.MIL), WITHIN 30 DAYS OF COMPLETION OF THE APPROVED PROJECT.
6. THE CONTRACTOR SHALL COMPLETE AS-BUILT DRAWINGS OF ALL FINAL FEATURES WITHIN 50 FEET OF THE FLOODWALL CENTERLINE WHERE CONSTRUCTION ACTIVITIES WILL OCCUR AND PROVIDE THEM TO BOTH THE LEVEE SPONSOR AND THE USACE LEVEE SAFETY AREA REPRESENTATIVE, ANDREW BROOKS AT (ANDREW.T.BROOKS@USACE.ARMY.MIL) WITHIN 30 DAYS OF COMPLETION OF THE APPROVED PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FLOODWALL OR LEVEE DURING CONSTRUCTION. DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE. IF DAMAGES BEYOND THE APPROVED SCOPE OF WORK OCCUR, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE LEVEE SPONSOR AND THE USACE LEVEE SAFETY AREA REPRESENTATIVE, ANDREW BROOKS AT 502-315-6576.
8. PLEASE PROVIDE NOTICE TO USACE AT LEAST ONE WEEK PRIOR TO CONSTRUCTION NEAR THE FLOODWALL AREA TO ALLOW A USACE REPRESENTATIVE THE OPTION TO BE ON SITE. POC IS ANDREW BROOKS AT 502-315-6576.
9. ANY MODIFICATION TO THE APPROVED SUBMITTALS DEEMED NECESSARY DURING THE CONSTRUCTION PHASE OF THE PROJECT MAY REQUIRE ADDITIONAL TECHNICAL REVIEW AND APPROVAL BY THE USACE PRIOR TO CONTINUING CONSTRUCTION. CONSULT THE USACE LEVEE SAFETY AREA REPRESENTATIVE, ANDREW BROOKS, TO DETERMINE IF THIS REVIEW IS NECESSARY.

**SITE KEY NOTES:**

1. CONCRETE HEADER CURB, REFERENCE DETAIL 7/C-200.
2. TURNED DOWN CONCRETE CURB AND SIDEWALK, REFERENCE DETAIL 10/C-200.
3. HANDICAP PARKING SIGN & POST, REFERENCE DETAIL 9/C-200.
4. PAVEMENT MARKING, STOP BAR, PER OMITTED.
5. ADA CURB RAMP WITH FLARED SIDES, REFERENCE DETAIL 11/C-200.
6. MONUMENT SIGN (DESIGN BY OTHERS), REFERENCE ARCH. DWGS. FOR MORE INFORMATION AND DETAILS.
7. DUMPSTER ENCLOSURE, REFERENCE DETAIL 10/C-240.
8. CONCRETE APRON W/ TRENCH DRAIN.
9. CONCRETE TRANSFORMER PAD, REFERENCE DETAILS SHEET C-250.
10. FINAL TURN LANE DESIGN TO BE SUBMITTED UNDER SEPARATE PERMIT.

**SITE PLAN LEGEND**

- PROPOSED LIGHT DUTY ASPHALT PAVEMENT PER 1/C-240
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT PER 2/C-240
- PROPOSED CONCRETE PAVEMENT REFER TO KEYNOTES, THIS SHEET



REVISIONS	DATE	#	ITEM
	07-18-24	1	REV PER SMJ
	08-08-24	2	REV PER BLOS DEPT REVIEW

**CARDINAL**  
ENGINEERING  
AND SURVEYING

ONE WASHINGTON ROAD  
WILSON, KENTUCKY 40399  
PHONE (502) 641-4000  
FAX (502) 641-4000

WEBSITE: [www.cardinalengsurvey.com](http://www.cardinalengsurvey.com)

CIVIL SITE IMPROVEMENT DRAWINGS  
OAKLEY PARK  
4710 MADISON ROAD  
CINCINNATI, OHIO

PROJECT:  
CLIENT:

MORELIA GROUP  
8600 GOVERNORS HILL DRIVE, SUITE 160  
CINCINNATI, OHIO 45249  
PH: 513-465-1300 WWW.MORELIAGROUP.COM

DRAWN BY: BCC  
CHECKED BY: ZAC  
PROJECT MANAGER: SF

PROJECT NO. 23-088  
SCALE 1" = 30'  
DATE 09/22/2023  
SITE LAYOUT / DIMENSION PLAN

SHEET **C-400**



June 16, 2023

Mr. Charles E. Baverman III, Esq.  
 Dinsmore  
 255 East Fifth Street, Suite 1900  
 Cincinnati, Ohio 45202

Re: 4710 & 4722 Madison Road | Oakley Group Mixed-Use (P) - (CPRE230032) Initial  
 Comments and Recommendations

Dear Mr. Baverman,

This **Preliminary Design Review** letter is to inform you that our Advisory-TEAM has reviewed your proposed project located at **4710 & 4722 Madison Road** in the Community of Madisonville. It is my understanding that you are proposing to construct a commercial development containing retail, restaurants, and a childcare facility. This project will need to be returned to us as a Development Design Review because of the need for a zone change. Please see our initial feedback listed below. Thank you for developing within the City of Cincinnati.

### **City Planning & Engagement – Planning Division**

#### **Immediate Requirements to move forward with project:**

1. **The proposed childcare, restaurant and retail uses are not permitted in the Manufacturing General (MG) zoning district. The proposed uses are permitted in the adjacent Commercial General - Auto-Oriented (CG-A) district.**
2. **A zone change would be required for this project. Applications for a zone change should be submitted through the Department of City Planning and Engagement. Information and materials can be found at <https://bit.ly/ZoneChangePacket>.**
  - Zone change process (approximately):
  - Public Staff Conference - 2-4 weeks
  - City Planning Commission - 4-6 weeks
  - City Council - 4-14 weeks
  - The applicant indicated intent to subdivide the property or create an air lot. More information is required to address this.

#### **Requirements to obtain Permits:**

1. All parcels should be consolidated and recorded with Hamilton County prior to submitting for any zone change or permits.

#### **Recommendations:**

1. The applicant should meet with the Madisonville and Oakley Community Councils and adjacent property owners to discuss the project. Contact information for the community councils can be found at <https://bit.ly/CommunityCouncilContacts>
2. Letters of support are encouraged.

#### **Contact:**

- **Gabrielle Couch** | City Planning | 513-352-4882 | [gabrielle.couch@cincinnati-oh.gov](mailto:gabrielle.couch@cincinnati-oh.gov)





## **City Planning & Engagement – Zoning Division**

### **Immediate Requirements to move forward with project:**

1. **The existing MG zoning does not permit a daycare center- rezoning would be required.**
2. Retail use is permitted in the MG but is limited to 10,000 SF.
3. Restaurant use is permitted in the MG zone.
4. Rezoning to a CC-A or CG-A would allow for unlimited size/use for the proposed daycare, restaurant and retail uses and no setback issues or ground floor transparency requirements.
5. Confirmation of the specific square footage of each use and capacity of the daycare center is needed to evaluate the parking required. 207 spaces are proposed. A 3' landscape area on the perimeter of the parking lot is required and one tree per 10 parking spaces is required as per section 1425-29.
6. The dumpster locations in the front yard requires a variance as per 1421-35. The dumpsters should be re-located to a rear yard or less visible location to avoid zoning variance.
7. If rezoned to a commercial district, no bufferyard is required abutting the MG surrounding the site.
8. Signage would be reviewed as a separate permit from buildings. More information on signage is needed to review.
9. Consolidation of the parcels would then require a variance for multiple principal structures on the same parcel (section 1400-23).

### **Requirements to obtain Permits:**

1. Exterior lights are required to be contained within the fixture and limited to 20' height above the ground.

### **Recommendations:**

- None

### **Contact:**

- **Wes Munzel** | ZPE | 513-352-2442 | weston.munzel@cincinnati-oh.gov

## **Metropolitan Sewer District (MSD)**

### **Immediate Requirements to move forward with project:**

- None

### **Requirements to obtain Permits:**

1. An approved site utility plan will be required for each building to receive an approved permit.
2. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at [http://www.msdc.org/customer\\_care/development\\_services/index.html](http://www.msdc.org/customer_care/development_services/index.html) Email questions to [MSDAvailability@cincinnati-oh.gov](mailto:MSDAvailability@cincinnati-oh.gov)

### **Recommendations:**

- None

**Contact:**

- **Jim Wood** | MSD | 513-352-4311 | [jim.wood@cincinnati-oh.gov](mailto:jim.wood@cincinnati-oh.gov)

**Stormwater Management Utility (SMU)****Immediate requirements to move forward with project:**

- None

**Requirements to obtain Permits:**

1. Detention is required.
  - Use SMU rules, refer to SMU Rules & Regs, Chapter 12 [https://cincinnati-oh.gov/sites/stormwater/assets/File/smu\\_rules\\_and\\_regs\(1\).pdf](https://cincinnati-oh.gov/sites/stormwater/assets/File/smu_rules_and_regs(1).pdf)
  - Submit the following documents - detention calculations, drainage map, detention control structure with elevations, detentions shop drawings (manufacturer drawing), major storm calculations / flood routing.
2. Utility Plan
  - Verify existing SMU structures.
  - Label all pipes materials.
  - In the public R/W, pipes to be DIP or RCP.
  - Show Top & Invert elevations for all Appurtenances.
  - Show slopes for all pipes.
  - No pipes connections allowed into Public Inlets.
3. Grading Plan
  - Grading must show existing and proposed contours.
  - Impervious surfaces are NOT permitted to drain towards adjacent properties.
  - Contours changes are NOT allowed to push more runoff towards adjacent properties (as compared to pre-development conditions).
  - Runoff from all pavements must be captured and conveyed to the stormwater system. Only 800 sf of pavement may sheet flow to the public R/W.
4. NPDESS
  - Site discharges into storm only, require developer to submit NOI from the Ohio EPA
5. Erosion & Sediment Control Plan is required. Refer to link: <https://cincinnati-oh.gov/stormwater/construction-and-design/standards/sediment-and-erosion-control/>
6. SMU Standards Plans Notes is required. Refer to link: <https://www.cincinnati-oh.gov/stormwater/construction-and-design/standards/smu-standard-plan-notes-april-2022/>
7. As-Built survey is required. SMU will require an As-Built survey at the end of construction. The survey should include the following information:
  - State Plane Coordinates (N,E) for all MH's and Catch Basins.
  - Inverts and Top elevations for all MHs and Catch Basins.
  - Slopes, sizes, and materials for all storm lines.

**Recommendation:**

- None



**Contact:**

- **Kevin Gold** | SMU | 513-222-3643 | [kevin.gold@gcww.cincinnati-oh.gov](mailto:kevin.gold@gcww.cincinnati-oh.gov)

**Water Works**

**Immediate requirements to move forward with project:**

- None

**Requirements to obtain Permits:**

1. A stamped and recorded consolidation plat is required before any building permits are approved and new water service branches/meters are sold. The current drawing shows a building crossing a parcel line.
2. Each building will be required to have its own water service branch.
3. Owner is encouraged to seek a water service easement from neighboring property owner, so as, not to disturb the flood wall.
  - a. If a water service easement is required, it will need to be submitted to Greater Cincinnati Water Works for approval, prior to making application for the water service branch(es)/meter(s).
  - b. Submit proposed water service easements to [Richard.Roell@gcww.cincinnati-oh.gov](mailto:Richard.Roell@gcww.cincinnati-oh.gov).
4. The development is receiving water service from the 16" public water main in Madison Rd. with the following address and branches:

Address	Branch No.	Branch Size	Meter No.	Meter Size
4722 Madison Rd.	H-168745	1"	037970	1"
4710 Madison Rd.	H-173974 - FOD			

5. If the water service branch(es) are not to remain, the owner would be required to fill out the online Discontinuance Form (FOD) at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing the discontinuance of the account associated with the existing water service branch(es). This process must be completed before any new water service branch(es) can be sold.
6. If the existing water service branch(es) for this project is not to be used for this development, it must be disconnected at the owner's / developer's expense. The discontinued branch(es) will require a drawing showing the branch(es) and branch number(s) that is to be physically disconnected from the main. Submit to [Phillip.Young@gcww.cincinnati-oh.gov](mailto:Phillip.Young@gcww.cincinnati-oh.gov)

**Recommendations:**

1. Capacity for the site will not be an issue. Currently there is a 16-inch public water main in Madison Road.
2. The Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded plumber and fire protection company to perform the private water service branch design work and installation.
3. The Owner(s)/Developer(s) must have a licensed plumber that is bonded and certified with GCWW and fire protection company to fill out the Online Branch application



<https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service.

**Contact:**

- **Rick Roell** | Water Works | 513-591-7858 | [richard.roell@gcww.cincinnati-oh.gov](mailto:richard.roell@gcww.cincinnati-oh.gov)

**Fire Department**

**Immediate Requirements to move forward with project:**

1. A site plan is needed showing 2 readily accessible Fire Hydrants within 400 feet of all sides of your project.
2. The minimum fire flow requirements for Commercial structures: 2,000 gallons/per/minutes (GPM) @ 20 pressure/per/square inch (psi) (138Kpa).
3. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet.
4. The Site Plan needs to show the location of the FDC and the distance in feet from the closest Fire Hydrant. FDC's are to be located within 50 feet of a Fire Hydrant.
5. Emergency Responder Bidirectional Antenna radio required in your building.

**Requirements to obtain Permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Elton B. Britton** | Fire Dept. | 513-357-7596 | [elton.britton@cincinnati-oh.gov](mailto:elton.britton@cincinnati-oh.gov)

**Office of Environmental Sustainability (OES)**

**Immediate Requirements to move forward with project:**

- None

**Requirements to obtain permits:**

1. Commercial waste, including construction and demolition debris, generated during this development project must utilize a City franchised commercial waste collection service per Cincinnati Municipal Code Chapter 730. Additional information can be found at <https://www.cincinnati-oh.gov/oes/commercial-waste-hauler-program/>.
2. If offsite sourced fill is to be placed onsite, then it must receive OES environmental approval when it exceeds 1,000 cubic yards as per City Municipal Code Chapters 1101 and 1031.

**Recommendations:**

1. The following recommendation is based on State of Ohio requirements:
  - a. Due to the anticipated age of the existing site structure, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable state regulations prior to demolition or renovation.
2. The following recommendations are based on adopted City of Cincinnati environmental and sustainability policies:
  - a. This property has had a long industrial land use history and is a suspected brownfields site. The development should environmentally evaluate the site for commercial land use suitability including commercial land use with high frequency child exposure.



- b. The project site is mapped within a flood hazard zone. Site development precautions should be taken for riparian and flash flooding concerns.
- c. The development goal should be to earn at a minimum the LEED Certified rating level.
- d. Rooftop solar should be considered in the design as a renewable energy source.
- e. Site parking should include charging stations for electric vehicles.
- f. Site areas designated for trash dumpsters should also have at least equal space designated for recycling dumpsters.
- g. The use of trees in the landscape design should be included to enhance urban forestry.
- h. The use of pervious surfaces should be maximized to the extent practical in the design.

**Contact:**

- **Howard Miller** | OES | 513-352-6999 | [howard@cincinnati-oh.gov](mailto:howard@cincinnati-oh.gov)

**Parks Department (Urban Forestry)**

**Immediate Requirements to move forward with project:**

1. Urban Forestry has no issues or concerns.

**Requirements to obtain Permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Marianne Prue** | Urban Forestry | 513-861-9070 | [marianne.prue@cincinnati-oh.gov](mailto:marianne.prue@cincinnati-oh.gov)

**Department of Transportation & Engineering (DOTE)**

**Immediate Requirements to move forward with project:**

1. A Traffic Impact Study, (TIS), is required, contact Bryan Williams at (513) 352-4506 or [bryan.williams@cincinnati-oh.gov](mailto:bryan.williams@cincinnati-oh.gov) for TIS requirements.

**Requirements to obtain Permits:**

1. The adjacent access drive is a private drive, not a City street.
2. The private drive connection to Madison Road will likely require redesign contingent upon Traffic Impact Study results.
3. The City / DOTE does not own or maintain the existing flood wall. It is recommended that the applicant review and confirm wall ownership and restrictions and all floodway easement restrictions prior to making any modifications.
4. All new signage shall be located on private property and not in the public right-of-way.
5. All work in the public right-of-way will require a separate DOTE permit. Prepare dimensioned plans, including all surface items, and all aboveground and underground utility facilities in compliance with DOTE standards as required for permit approval.
6. Before applying for building permits, contact [DTEaddress@cincinnati-oh.gov](mailto:DTEaddress@cincinnati-oh.gov) with a site plan to have addresses assigned. Per Ohio Fire Code and Cincinnati Municipal Code, assigned address numbers must be posted and visible from the road. Address numbers may need to be posted both on the buildings and on the monument sign.

**Recommendations:**

- None

**Contact:**

- **Morgan Kolks** | DOTE | 513-335-7322 | [morgan.kolks@cincinnati-oh.gov](mailto:morgan.kolks@cincinnati-oh.gov)

**Buildings & Inspections – Buildings****Immediate Requirements to move forward with project:**

- None

**Requirements to obtain Permits:**

1. Exterior wall ratings and wall openings must comply with OBC Tables 602 and 705.8.
2. Multiple buildings on the same lot must be designed per section 503.1.2.
3. Separate permit applications are required for each building, underground detention, and the parking lot.

**Recommendations:**

- None

**Contact:**

- **Bob Martin** | B&I Plans Exam | 513-352-2456 | [robert.martin@cincinnati-oh.gov](mailto:robert.martin@cincinnati-oh.gov)

**Law Department****Immediate Requirements to move forward with project:**

1. No comments at this time.

**Requirements to obtain Permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Charles Martinez** | Law | 513-352-3359 | [charles.martinez@cincinnati-oh.gov](mailto:charles.martinez@cincinnati-oh.gov)

**Department of Community & Economic Development (DCED)****Immediate Requirements to move forward with project:**

- None

**Requirements to obtain Permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Taylor German** | DCED | 513-352-4546 | [taylor.german@cincinnati-oh.gov](mailto:taylor.german@cincinnati-oh.gov)



### **Health Department**

#### **Immediate Requirements to move forward with project:**

- None

#### **Requirements to obtain Permits:**

1. A food facility plan review by the Cincinnati Health Department (CHD) will be required if future or current commercial space (or tenant) is licensable (or is currently licensed) as a food service operation (FSO) or retail food establishment (RFE). If licensable, plumbing will not issue permits until CHD has completed the food facility review and approved the project.

#### **Recommendations:**

1. For assistance in determining whether the facility is licensable as an FSO/RFE or not, please contact me.

#### **Contact:**

- **Trisha Blake** | Health Dept. | 513-352-2447 | [trisha.blake@cincinnati-oh.gov](mailto:trisha.blake@cincinnati-oh.gov)

### **Police Department**

#### **Immediate Requirements to move forward with project:**

- None at this time.

#### **Requirements to obtain Permits:**

- No comments.

#### **Recommendations:**

- None

#### **Contact:**

- **Katalin Howard** | Police Dept. | 513-352-3298 | [katalin.howard@cincinnati-oh.gov](mailto:katalin.howard@cincinnati-oh.gov)
- **Brandon Kyle** | Police Dept. | [brandon.kyle@cincinnati-oh.gov](mailto:brandon.kyle@cincinnati-oh.gov)

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*This letter is not intended as the City's final approval of your project, but rather as an initial review and consultation to provide feedback from the City's various departments and to better coordinate between the City and developer. We hope you find this process both forthcoming and helpful.*

Sincerely,

A handwritten signature in blue ink, appearing to read "Rodney D. Ringer".

Rodney D. Ringer,  
Development Manager

RDR: rdr



October 16, 2024

## 4710-4722 Madison Road Zone Change (MG-T to CG-A-T)

### Public Staff Conference Summary

Date: October 15, 2024

Time: 5pm

Attendees:

- Betsy Emmert – Representative from Dinsmore for applicant
- Christina Scavone – Morelia Group (Applicant Team)
- Christopher Hildebrant – Morelia Group (Applicant Team)
- Jeff Flaherty – Cardinal Engineering (Applicant Team)
- Kate Botos – Madisonville Community Council President
- Kerry Devery – Madisonville Community Council Board of Directors – Transportation Committee
- Maria Dienger – City of Cincinnati (Department of City Planning & Engagement)
- Sophia Ferries-Rowe – City of Cincinnati (Department of City Planning & Engagement)

Presentation:

- Background: Seeking zone change from MG-T to CG-A-T to allow for the development of a day care center and restaurant. CG-A-T zone would also permit retail use in case a childcare tenant is not found for the buildings intended to host a day care center.
- Clarification from Betsy: The retail use will be the back up use for the intended day care buildings.
- The applicant worked with the Madisonville community council on the childcare use, and they agree that it is needed and will be an asset to the community. The restaurant will not have a drive-through component as a result of community engagement with the community council.

Questions

- What does the easement for the floodway entail?
  - Jeff Flaherty (Cardinal Engineering): The Army Corp of Engineers has an easement around the floodwall so they can maintain the flood wall. Right now, the easement doesn't have a consistent buffer around the wall. They are proposing to reconfigure a 15-foot easement on either side.
    - Which side of the wall?
      - Currently, there is no easement on the building side of the wall (the dry side). They will give 15' on each side of the wall.





**Date:** August 5<sup>th</sup>, 2024

**To:** Dinsmore & Shohl LLP  
c/o Betsy Emmert  
255 East Fifth Street  
Suite 1900  
Cincinnati, Ohio 45202

**RE: Madison Parke – Zone Change Request**

Betsy,

At a special meeting of the Madisonville Community Council on August 2<sup>nd</sup>, as a representative of Oakley Capital Partners 2, LLC, you requested a Letter of Support for the zone change for the parcel at 4710-4722 Madison Road.

On behalf of the Madisonville Community Council (MCC), I write to you today to share the organization’s support for your application on behalf of Oakley Capital Partners 2, LLC, to the City of Cincinnati to re-zone 4710-4722 Madison Road from Manufacturing General to Commercial General Auto.

After much discussion, the MCC General Body passed a motion to support of this zoning change request. It needs to be noted that this motion passed because it was stated by the developer’s representative that no establishment with a drive thru requirement is planned for 4710-4722 Madison Road, even though the zoning change would allow for a drive thru type of establishment,

Should you or the City of Cincinnati Planning Staff have any questions or concerns, please contact me by email at [president@ourmadisonville.com](mailto:president@ourmadisonville.com) .

Sincerely,

Kate Botos  
Madisonville Community Council President

<b><i>Officers</i></b>
<b><i>President</i></b> Kate Botos
<b><i>Vice President</i></b> Monica Hill
<b><i>Treasurer</i></b> Jeff Hart
<b><i>Recording Secretary</i></b> Vacant
<b><i>Correspondence Secretary</i></b> Angela Pearson

**From:** Joe Groh joe.groh@oakleynow.com

**To:** Sophia Ferries-Rowe sophia.ferries-rowe@cincinnati-oh.gov

**Cc:** president@ourmadisonville.com; vp@ourmadisonville.com; colleen.reynolds@oakleynow.com; oakleycouncil@oakleynow.com; maria.dienger@cincinnati-oh.gov

**Subject:** Re: [External Email] Re: Public Staff Conference - 4710 & 4722 Madison Road  
Zone Change

Hello All,

My apologies, as I got stuck in a lenient call and just now free.

I would like to share that I recommend, based on Oakley's experience with a similar zoning change request, the that Madisonville Community Council consider approving a CC-P or CC-M zoning district, and not CG-A. Doing so gives the community some recourse if the plans or makeup of the businesses/retail options change; consequently, if the developer later wanted to add something like a drive-thru, they would have to seek a variance. This gives the community a voice in that decision/change from what they originally approved.

I know I wish I had this additional knowledge at the time of our vote, as in hindsight, I would not have voted to approve CG-A.

Regards,

--

Joe Groh  
Oakley Community Council Vice President  
Pedestrian Safety, NSP/NBD Manager

3715 MADISON RD LLC  
425 WALNUT ST #1800  
CINCINNATI, OH 45202

4538 CAMBERWELL LLC  
1730 TENNESSEE AVE  
CINCINNATI, OH 45229

4730 MADISON ROAD LLC  
4730 MADISON RD  
CINCINNATI, OH 45227

CHASE REALTY CO THE  
5469 CEDAR VILLAGE #5119  
MASON, OH 45040-8976

EKP 3799 MADISON ROAD LLC  
2948 PINERIDGE AVE  
CINCINNATI, OH 45208

HAMILTON COUNTY BOARD OF MENTAL  
HEALTH & RECOVERY SERVICES  
2350 AUBURN AVE  
CINCINNATI, OH 45219

MADI BOWL LLC  
PO BOX 8129  
CINCINNATI, OH 45208

NLDS PROPERTIES LLC  
5041 OAKLAWN DR  
CINCINNATI, OH 45227

OAKLEY CROSSINGS HOLDINGS LLC  
8600 GOVERNORS HILL DR STE 160  
CINCINNATI, OH 45249

PREGNANCY CENTER EAST INC  
4760 MADISON RD  
CINCINNATI, OH 45227

QUEEN CITY FLATTS LLC  
3415 UNIVERSITY AVE  
SAINT PAUL, MN 55114

QUEEN CITY GREEN HOLDINGS LLC  
4570 STEEL PLACE  
CINCINNATI, OH 45209

SOUTHWEST OHIO REGIONAL TRANSIT  
AUTHORITY  
1014 VINE ST SUITE 2000  
CINCINNATI, OH 45202-1122

SS MAMNOH LLC  
PO BOX 320099 SI # 2020  
ALEXANDRIA, VA 22320

SS MAMNOH LLC  
8400 E PRENTICE AVE 9TH FL  
GREENWOOD VILLAGE, CO 80111

Madisonville Community Urban  
Redevelopment Corporation  
6111 Madison Rd.  
Cincinnati, OH 45227

Madisonville Community Council  
P.O. Box 9514  
Cincinnati, OH 45209

Oakley Community Council  
P.O. Box 9244  
Cincinnati, OH 45209

Oakley Capital Partners 2, LLC  
9370 Fields Ertel Road, #498428  
Cincinnati, OH 45249

Betsy Emmert  
255 E. Fifth Street, Suite 1900  
Cincinnati, OH 45202

November 20, 2024

Cincinnati City Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 4710-4722 Madison Road in the Madisonville neighborhood from the MG-T, “Manufacturing General – Transportation Corridor,” zoning district to the CG-A-T, “Commercial General-Auto Oriented – Transportation Corridor,” zoning district to facilitate the construction of three new commercial buildings for day care center, retail, and restaurant uses.

**Summary:**

The petitioner, Oakley Capital Partners 2, LLC, requests a zone change for the property located at 4710-4722 Madison Road in Madisonville. The current zoning is Manufacturing General – Transportation Corridor (MG-T), and the applicant is pursuing the change to Commercial General-Auto Oriented – Transportation Corridor (CG-A-T). The property is currently vacant and is 3.98 acres in size. The surrounding properties include manufacturing businesses, commercial businesses, and a health facility. It is adjacent to a railroad.

This proposed zone change will allow the applicant to include a day care facility, restaurant, and retail uses on the site. The daycare facility is expected to have around 200 children enrolled, and there are 230 parking spaces.

The City Planning Commission recommended the following on November 15, 2024, to City Council:

**APPROVE** the proposed zone change from Manufacturing General – Transportation Corridor (MG-T) to Commercial General-Auto Oriented – Transportation Corridor (CG-A-T) at 4710-4722 Madison Road in Madisonville.

Motion to Approve: Mr. Samad  
Seconded: Ms. Sesler

Ayes: Ms. Beltran  
Mr. Eby  
Ms. Kearney  
Mr. Samad  
Ms. Sesler  
Mr. Stallworth  
Mr. Weber

THE CITY PLANNING COMMISSION

---

Katherine Keough-Jurs, FAICP, Director  
Department of City Planning & Engagement



202402534

**Mark Jeffreys**  
Councilmember

December 9, 2024

## MOTION

### *Modular/Manufactured Housing Pilot*

WE MOVE that the Administration issue a Request for Proposal (RFP) for a modular or manufactured commercial apartment housing development to be piloted on a city-owned surface parking lot in Downtown.

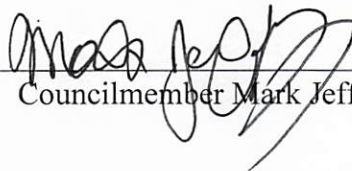
WE FURTHER MOVE that the Administration issue a Request for Proposal (RFP) for a modular or manufactured residential housing development to be piloted on a city-owned lot outside of Downtown.

## STATEMENT

The City of Cincinnati is currently facing a housing crisis, and it's crucial for us to explore innovative solutions for housing development. One promising approach is modular and manufactured housing, where 80% to 90% of the structure is prefabricated in a factory setting. This method is gaining traction in cities across the nation, including nearby Columbus. We should test a similar strategy in Cincinnati.

With a surplus of city-owned surface parking and vacant lots, we have a unique opportunity to transform underutilized spaces into much-needed housing. Modular and manufactured housing offers numerous advantages: it can reduce construction costs compared to traditional on-site construction methods and decrease production time, allowing us to swiftly address housing demands.

Additionally, because modular and manufactured homes are constructed in a controlled factory environment, they have a significantly lower environmental impact than conventional building practices. We believe that establishing a modular apartment complex on a city-owned lot not only addresses our immediate housing needs but also serves as a pilot project for innovative, sustainable housing solutions.

  
Councilmember Mark Jeffreys

DT  
CAL 12/11

100-100000

[Faint, mostly illegible text, possibly a letter or report]

[Handwritten signature or initials]



*Meeka D. Owens*

**Meeka D. Owens**  
Cincinnati City Council

December 10<sup>th</sup>, 2025

### Examination of Camp Washington Zoning Diagnostic

**WE MOVE** that the administration review the recently completed zoning diagnostic report prepared for the Camp Washington Urban Redevelopment Corporation (CWURC) to identify the best course of action for the revitalization of the Camp Washington neighborhood.

**FURTHER WE MOVE** that the administration consider the identification of strategies to lessen the impact of tow yard/lots that have arisen in Camp Washington to improve the quality of life for the residents of that neighborhood.

Councilmember Meeka D. Owens

### STATEMENT

Camp Washington is an incredibly historic neighborhood in Cincinnati that has had an ever changing make up. While it has primarily become an industrial neighborhood there are still residents who proudly call 'Camp' home. The neighborhood's Community Development Corporation (CDC), CWURC recently commissioned a zoning diagnostic from Zone Co. to identify better land use practices for the neighborhood.

One of the overwhelming issues and recommendations from the diagnostic is that properties are beginning to see a rise in tow yards/lots in the neighborhood, near residential properties. Identifying strategies to prevent vacant lots becoming tow yards/lots would elevate Camp Washington's quality of life.

There have been countless studies done on what is known as the 'broken window theory' which is when there are visible signs of deterioration of an environment or neighborhood, that encouraging for there to be more deterioration and negative behaviors in those communities.

As of May of 2024, CWURC reported at least 18 tow yards present these are scattered across the neighborhood and are located primarily in Manufacturing General (MG) which is one of the city's most non-restrictive zones, and there are more popping up every month. These areas come close to other residentially zoned areas causing incidental consequences. By identifying solutions to this issue we would be able to curb the consequences of tow yards/lots.

DR  
12/19/24  
CAL



CHIEF OF POLICE

*[Handwritten signature]*

DECLARATION

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the [redacted] and that the same is a true and correct copy of the original as the same appears in the files of the [redacted].

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the [redacted] and that the same is a true and correct copy of the original as the same appears in the files of the [redacted].

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the [redacted] and that the same is a true and correct copy of the original as the same appears in the files of the [redacted].

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the [redacted] and that the same is a true and correct copy of the original as the same appears in the files of the [redacted].





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**Jeff Cramerding**  
Councilmember

12/10/2024

## Motion

WE MOVE that the administration provide a report on homeless encampments in Cincinnati. The report should include the following:

- 1) Gaps in the current shelter or housing systems that would provide viable alternatives to encampments and identification of city or county resources that would help eliminate the obstacles to fill these gaps
- 2) Data regarding the rate of homeless encampments in the city and other relevant information that the administration has gathered
- 3) Proposals to further discourage encampments in parks, recreation sites, and other public spaces to ensure that these spaces can be utilized by all City residents
- 4) Identification of any additional resources necessary to curtail homeless encampments, including additional resources to ARC (Alternative Response to Crises) teams or the Cincinnati Police Department, potentially reinstating the Cincinnati Parks Police Department (reorganized into the Cincinnati Police Department in the late eighties), or instating a Parks Ranger program.

## Background

Homeless encampments are a reality that the City of Cincinnati has encountered for many years. In an attempt to keep public spaces safe and accessible for our residents while also showing compassion and a desire to assist those experiencing homelessness, we are asking the administration to provide a report on actions that can be taken to curb homeless encampments. It is the hope that the people living in these encampments can be moved to a better situation that is safer for both them and parkgoers. With this goal in mind, it is important to know what the current gaps in our system are and possible funding or policy that Council can act on as well as identifying any partners that the city should collaborate with, including Hamilton County.

JEFF CRAMERDING  
Councilmember Jeff Cramerding

Alissa Jeffrey

Heidi J. Owens

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