City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, March 20, 2024 | **2:00 PM** | **Council Chambers, Room 300**

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MS. KEARNEY

1. 202400877 **RESOLUTION**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** P. Ann Everson-Price and **EXPRESSING** the appreciation of the Mayor and Council of the City of Cincinnati for her outstanding career in media and community support in Cincinnati and aboard.

Recommendation PASS

Sponsors: Kearney

MS. ALBI

2. 202400910 **RESOLUTION**, submitted by Councilmember Albi, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Marquicia Jones-Woods as a 2024 National Women's History Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

Recommendation PASS

Sponsors: Albi

3. 202400911 **RESOLUTION**, submitted by Councilmember Albi, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Katherine "KATIE" Blackburn as a National Women's History Month honoree and **EXPRESSING** the appreciation of the Mayor and Council of the City of Cincinnati for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

Recommendation PASS

Sponsors: Albi

MS. OWENS

MR. WALSH

MR. HARRIS

4. 202400909 **MOTION**, submitted by Councilmembers Owens, Walsh and Harris, **WE MOVE** that the administration prepare a report within sixty (60) days on the feasibility of the Philadelphia Housing Develop Corporation's (PHDC) Rental Improvement Fund (RIF) being implemented in the City of Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Owens, Walsh and Harris

MR. WALSH

MS. KEARNEY

MS. OWENS

5. 202400916 **MOTION**, submitted by Councilmember Walsh, Vice Mayor Kearney and Councilmember Owens, **WE MOVE** that the administration produces a report within thirty (30) days on the feasibility of assuming operations of the 4th of July fireworks celebration in Ault Park from the Ault Park Advisory Council (APAC), Hyde Park Neighborhood Council (HPNC), and Mt. Lookout Community Council (MLCC). (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Walsh, Kearney and Owens

CITY MANAGER

6. 202400817 **APPOINTMENT**, dated 3/20/2024 submitted Sheryl M. M. Long, City Manager, regarding the appointment of Gérald Checco to the Urban Forestry Advisory Board under the community representative qualifications. (White/Male)

Recommendation CONFIRM

Sponsors: City Manager

7. 202400827 **REPORT,** dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cameron Mitchell Restaurants LLC, DBA Cap City Fine Diner & Bar, 310 Straight Street. (#12046700200, New, D3) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

8. 202400835 **REPORT**, dated 3/20/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Kennedy-Fitgerald Party.

Recommendation FILE

Sponsors: City Manager

9. 202400837 **REPORT**, dated 3/20/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Hunger Walk 2024.

Recommendation FILE

Sponsors: City Manager

10. 202400862 **REPORT**, dated 3/20/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Taking Drug Court Beyond the Steps of the Courthouse.

Recommendation FILE

Sponsors: City Manager

11. 202400878 **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 3/20/2024, **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, “Contributions for Recreation Purposes.”

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. 202400879 **ORDINANCE,** submitted by Sheryl M. M. Long, City Manager, on 3/20/2024, **AUTHORIZING** the City Manager to accept a donation of up to $2,785 from the Trust for Public Land (“TPL”) to reimburse travel expenses for Parks Department employees to attend the TPL Park Equity Accelerator meeting on April 23-25, 2024 in New York; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 8571, “Contributions - Specific Purpose”; and **AUTHORIZING** the transfer and appropriation of up to $2,785 from the unappropriated surplus of the General Fund to the Parks Department General Fund non-personnel operating budget account no. 050x201x7200.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

13. 202400880 **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 3/20/2024, **AUTHORIZING** the City Manager to accept in-kind donations and contributions of artwork, horticultural supplies, other miscellaneous supplies, and rental services from the Cincinnati Parks Foundation, valued at approximately $124,341.41 to benefit various City parks.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

14. 202400883 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/20/2024, **AUTHORIZING** the City Manager to apply for and accept in-kind services in the form of a technical assistance scholarship provided by Center for Community Progress.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

15. 202400896 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/20/2024, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Cincinnati Curated, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 34 W Court Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 629 square feet of commercial space and approximately 5,566 square feet of residential space, consisting of 5 residential units, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge Standards, at a total remodeling cost of approximately $845,456.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

16. 202400897 **REPORT**, dated 3/20/2024, submitted Sheryl M. M. Long, City Manager, regarding the Cincinnati Property Tax. (Reference Document # 202400736)

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

17. 202400898 **RESOLUTION (LEGISLATIVE)** submitted by Sheryl M. M. Long, City Manager, on 3/20/2024, **DECLARING** the necessity of assessing properties in Lighting Group 1 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2023.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

18. 202400899 **REPORT**, dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board Sawyer Point Smale, 100 W Mehring Way to Pete Rose Way to 909 Riverside Drive. (#1514086, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

19. 202400900 **REPORT**, dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board Krohn Conservatory, 1501 Eden Park Drive. (#14934050002, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

20. 202400901 **REPORT**, dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board Friendship Pavilion, 1135 Riverside Drive. (#1493409, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

21. 202400902 **REPORT**, dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board Mt. Echo Pavilion, 381 Elberon Avenue. (#14934010002, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

22. 202400903 **REPORT**, dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board Gibson House, 425 Oak Street. (#14934080002, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

23. 202400904 **REPORT**, dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board Alms Pavilion, 710 Tusculum Avenue. (#14934040002, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

24. 202400905 **REPORT,** dated 3/20/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Cincinnati Park Board French Park, 3012 Section Road. (#14934020002, Temp, F8) [Objections: None]

Recommendation FILE

Sponsors: City Manager

CLERK OF COUNCIL

25. 202400863 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Melissa Saladonis, Government Relations, Vice President, 3333 Burnet Ave, Cincinnati, Ohio 45229. (CINCINNATI CHILDREN'S HOSPITAL MEDICAL CENTER).

Recommendation FILE

Sponsors: Clerk of Council

26. 202400864 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Lisa Amlung, Government Relations, Senior Analyst, 3333 Burnet Ave, Cincinnati, Ohio 45229. (CINCINNATI CHILDREN'S HOSPITAL MEDICAL CENTER).

Recommendation FILE

Sponsors: Clerk of Council

27. 202400865 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Krista Maier, Government Relations, Senior Analyst, 3333 Burnet Ave, Cincinnati, Ohio 45229. (CINCINNATI CHILDREN'S HOSPITAL MEDICAL CENTER).

Recommendation FILE

Sponsors: Clerk of Council

28. 202400866 **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jarrod Keythe Bolden/Public Services/Superintendent.

Recommendation FILE

Sponsors: Clerk of Council

29. 202400867 **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jennifer Noel Bohl/Office of Performance & Data Analytics/Division Manager.

Recommendation FILE

Sponsors: Clerk of Council

30. 202400868 **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Maryse Amin/Health/Assistant Health Commissioner.

Recommendation FILE

Sponsors: Clerk of Council

31. 202400869 **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Emily Jo Sheckels Ahouse/Zoning Administrator & Deputy Director/City Planning & Engagement.

Recommendation FILE

Sponsors: Clerk of Council

32. 202400870 **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Karen S. Alder/Finance Director.

Recommendation FILE

Sponsors: Clerk of Council

BUDGET AND FINANCE COMMITTEE

33. 202400818 **REPORT**, dated 03/13/2024, submitted by Sheryl M. M. Long, City Manager regarding Finance and Budget Monitoring Report for the Period Ending December 31, 2023.

Recommendation APPROVE & FILE

Sponsors: City Manager

34. 202400820 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/13/2024, **ESTABLISHING** new capital improvement program project account no. 980x233x242376, “Wooster Road MRF Grant,” to rehabilitate Wooster Road in the neighborhood of Linwood in the City of Cincinnati; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to $200,000 from the Hamilton County Municipal Road Fund to newly established capital improvement program project account no. 980x233x242376, “Wooster Road MRF Grant”; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x233x242376, “Wooster Road MRF Grant”; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Recommendation PASS

Sponsors: City Manager

35. 202400819 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/13/2024, **AMENDING** Ordinance No. 65-2022, as amended by Ordinance No. 226-2022, to increase the amount of a grant award from the Ohio Department of Education from $1,096,596.87 to $1,190,656.50; and **AUTHORIZING** the City Manager to accept and appropriate additional funds of up to $94,059.63, effective FY 2024, from the Ohio Department of Education, for a total grant of up to $1,190,656.50, to provide resources to fund the expansion of the Cincinnati Recreation Commission's Summer Learning and Afterschool Opportunities programs.

Recommendation PASS EMERGENCY

Sponsors: City Manager

36. 202400825 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/13/2024, **AUTHORIZING** the transfer and appropriation of $840,000 from the unappropriated surplus of Evanston Equivalent Fund 490 to the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to provide resources to support The Bridge 8K, LLC's acquisition and redevelopment of 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road (collectively, the "Properties"); and **DECLARING** that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to develop the Properties are for a public purpose and constitute a "Housing Renovation" (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that will benefit and/or serve the District 11-Evanston District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>).

Recommendation PASS EMERGENCY

Sponsors: City Manager

37. 202400881 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/18/2024, **DECLARING** improvements to certain real property located at 101 West Fifth Street in the Central Business District of Cincinnati to be redeveloped by 101 West Fifth LLC, an affiliate of Cincinnati Center City Development Corporation (commonly known as 3CDC), to be a public purpose and exempt from real property taxation for a period of thirty years pursuant to Ohio Revised Code Section 5709.40(B); and **AMENDING** Ordinance No. 412-2002, passed on December 18, 2002, as amended, to remove such real property from the operation of that ordinance. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>).

Recommendation PASS EMERGENCY

Sponsors: City Manager

38. 202400885 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 3/18/2024, **AUTHORIZING** the City Manager to execute a Property Sale, Funding, and Development Agreement with 101 West Fifth LLC, an affiliate of Cincinnati Center City Development Corporation (commonly known as 3CDC), for the sale of City-owned real property located at 101 West Fifth Street in the Central Business District of Cincinnati, in connection with the redevelopment of that property into approximately 75,000 square feet of commercial and office space; **AUTHORIZING** the transfer and appropriation of $2,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources to assist with certain public infrastructure improvements in support of the redevelopment of 101 West Fifth Street; and **DECLARING** that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to assist with certain public infrastructure improvements in support of the redevelopment of 101 West Fifth Street are for a public purpose and constitute a “Public Infrastructure Improvement” as defined in Ohio Revised Code Section 5709.40(A)(8) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>).

Recommendation PASS EMERGENCY

Sponsors: City Manager

SUPPLEMENTAL ITEMS

PUBLIC SAFETY & GOVERNANCE COMMITTEE

39. 202400688 **MOTION**, submitted by Councilmembers Harris, Johnson, Walsh, Jeffreys and Cramerding, **WE MOVE** that the administration create and execute a plan for parking “blitzes’ where resources are dedicated towards ticketing and informing offenders in high impact areas. This should focus on issues related to quality of life, including blocking the sidewalk or other public right-of-way, fire hydrants, bus stops or lanes, accessible ramps or other accessible infrastructure, bike lanes, fire lanes, and street cleaning dates. This should be accompanied by periodic updates on the effectiveness of the blitzes. (BALANCE ON FILE IN THE CLERK’S OFFICE) (STATEMENT ATTACHED).

Recommendation ADOPT

Sponsors: Harris, Johnson, Walsh, Jeffreys and Cramerding

40. 202400694 **MOTION**, submitted by Vice Mayor Kearney and Councilmember Johnson, Individuals who already are struggling financially can be further harmed by old, low-level misdemeanor crimes that can prevent them from obtaining employment and/or housing, and sometimes result in the loss of custody of their children. According to the Center for Community Change, two-thirds of people detained in jails report an income of less than $12,000. We request a report within 90 days on the feasibility and next steps for City Council to take the following actions: 1. Unilaterally, automatically and annually purge and dismiss capiases and warrants that are seven years old for low-lying, non-violent misdemeanor crimes. (BALANCE ON FILE IN THE CLERK’S

OFFICE) (STATEMENT ATTACHED).

Recommendation ADOPT

Sponsors: Kearney and Johnson

HEALTHY NEIGHBORHOODS COMMITTEE

41. 202400836 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Seymour Avenue at Reading Road in the Bond Hill neighborhood shall hereby receive the honorary, secondary name of “Allen Temple AME Church Way” in honor of Allen Temple AME Church and in recognition of 200 years as an important part of the Cincinnati community and its service and contributions to the City of Cincinnati.

Recommendation PASS EMERGENCY

Sponsors: Kearney

42. 202400838 **ORDINANCE (EMERGENCY)**, submitted by Councilmember Walsh, from Emily Smart Woerner, City Solicitor, **DECLARING** that 12th Street at Vine Street in the Over-the-Rhine neighborhood shall hereby receive the honorary, secondary name of “Theatre Row” in recognition of the theatres in the Over-the-Rhine neighborhood and the arts and culture community in the City of Cincinnati.

Recommendation PASS EMERGENCY

Sponsors: Walsh

ANNOUNCEMENTS

Adjournment

city of CINCINNATI

Interdepartmental Correspondence Sheet

202400910

Date: March 20, 2024

To: Councilmember Anna Albi

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Resolution – Reconizing Marquicia Jones-Woods**

Transmitted herewith is a resolution captioned as follows:

> **RECOGNIZING** Marquicia Jones-Woods as a 2024 National Women's History Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

EESW/IMD(dmm)
Attachment
399192

{00399276-1}

IMD

EESW

RESOLUTION NO. _____ - 2024

RECOGNIZING Marquicia Jones-Woods as a 2024 National Women's History Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

WHEREAS, Marquicia Jones-Woods ("Ms. Quicy") is a community leader and third-generation resident of the West End, where she raised her twins and adopted daughter; and

WHEREAS, in 1982 at the age of sixteen, Ms. Quicy founded Q-Kidz Dance Team, a non-profit group that provides dance and educational programs to kids in her community, thereby giving them positive outlets that keep them off the streets; and

WHEREAS, for 25 years Ms. Quicy worked at the Cincinnati Metropolitan Housing Authority ("CMHA"), where she served as the Lincoln Court Resident Council President, a Resident Advisor for HOPE VI, and Vice President of the CMHA advisory board; and

WHEREAS, Ms. Quicy was instrumental in securing a $32 million grant to renovate CMHA's public housing located behind the Q-Kidz Studio in the West End; and

WHEREAS, Ms. Quicy serves on the Football Club Cincinnati ("FCC") West End Coalition, which helps strengthen community relations between West End residents and FCC; and

WHEREAS, Ms. Quicy serves on the board of Idea Schools and is a prevention specialist at Taft High School through the Urban Minority Alcoholism and Drug Abuse Outreach Programs; and

WHEREAS, Ms. Quicy and Q-Kidz serve more than 100 youth annually by providing a safe and welcoming place for them to dance, and by offering them educational programs through Q-Kidz-4-Life, which are focused on drug and violence prevention, wellness, and enrichment activities to equip youth with essential lifelong skills; and

WHEREAS, under Ms. Quicy's instruction, the Q-Kidz Dance Team competes in state and national competitions across the United States, and has even performed internationally; and

WHEREAS, Ms. Quicy and Q-Kidz were featured in the award-winning indie film *Fits* and were also invited to perform during Super Bowl Weekend in Los Angeles as the Bengals took on the Rams; and

WHEREAS, Ms. Quicy's trailblazing journey serves as a guiding light for young women, inspiring them to embrace their potential, pursue their passions, and defy the limits imposed by society; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize Marquicia Jones-Woods as a 2024 National Women's History Month honoree.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Marquicia Jones-Woods through the office of Councilmember Anna Albi.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Submitted by Councilmember Anna Albi

city of CINCINNATI

Interdepartmental Correspondence Sheet

202400911

Date: March 20, 2024

To: Councilmember Anna Albi

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Resolution – Reconizing Katherine Blackburn**

Transmitted herewith is a resolution captioned as follows:

> **RECOGNIZING** Katherine "Katie" Blackburn as a National Women's History Month honoree and **EXPRESSING** the appreciation of the Mayor and Council of the City of Cincinnati for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

EESW/MSS(dmm)
Attachment
399208

{00399227-1}

MSS EESW

RESOLUTION NO. _____ - 2024

RECOGNIZING Katherine "Katie" Blackburn as a National Women's History Month honoree and **EXPRESSING** the appreciation of the Mayor and Council of the City of Cincinnati for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

WHEREAS, Katherine "Katie" Blackburn attended Dartmouth College beginning at age sixteen and played Women's Ice Hockey; and

WHEREAS, Ms. Blackburn graduated from the University of Cincinnati College of Law and practiced at the law firm of Taft, Stettinius & Hollister; and

WHEREAS, Ms. Blackburn began working for the Cincinnati Bengals in 1991 and is now the Executive Vice President, overseeing the Bengals organization and actively involved in all areas of the operations; and

WHEREAS, Ms. Blackburn was the first woman to be a chief contract negotiator in the National Football League; and

WHEREAS, Ms. Blackburn is the first and only woman selected to become a member of the National Football League's Competition Committee; and

WHEREAS, Ms. Blackburn helps connect the Bengals organization with the Cincinnati community and supports many local nonprofits; and

WHEREAS, Ms. Blackburn is involved in the community by serving as a member of the Cincinnati Regional Business Committee, the Commercial Club of Cincinnati, the Cincinnati Women's Executive Forum, and Vice Chair of the Community Insights and Priorities Workstream for the Cincinnati Futures Commission; and

WHEREAS, Ms. Blackburn has served on the board of the Greater Cincinnati Boys and Girls Clubs for over 28 years and has also served on the boards of Teach for America, United Way, Working in Neighborhoods, and the Queen City Club; and

WHEREAS, her fearless pursuit of excellence has not only advanced her profession but has also served as a catalyst for positive change, inspiring countless young women to pursue their aspirations with determination and courage; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize Katherine "Katie" Blackburn as a National Women's History Month honoree for her extraordinary achievements, tireless advocacy, and enduring legacy of empowerment for women and girls in our community.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Katherine "Katie" Blackburn through the office of Councilmember Anna Albi.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Submitted by Councilmember Anna Albi

City of Cincinnati

801 Plum Street, Suite 348
Cincinnati, Ohio 45202

Phone: (513) 352-3466
Email: meeka.owens@cincinnati-oh.go
Web: www.cincinnati-oh.gov

202400909

Meeka D. Owens
Cincinnati City Council

March 18th, 2024

Feasibility of a Cincinnati Rental Improvement Fund (CRIF)

WE MOVE that the administration prepare a report within sixty (60) days on the feasibility of the Philadelphia Housing Develop Corporation's (PHDC) Rental Improvement Fund (RIF) being implemented in the City of Cincinnati, including but not limited to:

- Costs
- Possible funding sources from Local, State, and Federal sources
- Identification of scope/eligibility, including but not limited to, possible pilot neighborhoods.
- Identification of how improvements will be in alignment with the Green Cincinnati Plan.
- Identification of how this program could prevent evictions and/or legal actions.
- How this program can accommodate, support, and expand current Financial Assistance Programs such as Emergency Repair Grants, CARE, HIP, HFHGC, HSP, and HARBOR
- How education of this program can be a part of landlord/tenant trainings
- How this can factor into the Code Enforcement Process
- Involvement from the Law Department's Quality of Life team
- Identification of local partners to leverage including but not limited to, banks, NGOs, and contractors.
- Overall steps for implementation.

Meeka D. Owens

Councilmember Meeka D. Owens

Reggie Harris

CAL
3/18
DR

STATEMENT

Philadelphia, Pennsylvania's Rental Improvement Fund (RIF) elevates small landlord to improve their properties and to keep them affordable. By implementing a program like this, Cincinnati would be capable of stating that we want local ownership of rental properties, and we want them to be improved with local means. This program does not just elevate small housing providers but also elevates local contractors, plumbers, roofers, carpenters, and more. This program will advance opportunities for multiple different facets of our community.

This program is just beginning in Philadelphia but has already allocated almost a $1 million dollars to 40 providers. Many providers were under the impression that this program would not be as effective as promised but were able to renovate their home over the course of a couple weeks. This program would be highly beneficial for small housing providers as the loan structure established in Philadelphia allows for fully forgive and with no additional interest, allowing housing providers to improve their property without future financial consequences.

Rental Improvement Funds show the importance for state and local partnerships for the aspiration of healthy stable housing. By leveraging state and local dollars, Pennsylvania has been able to address neighborhoods of a major metropolitan city and revitalize them while maintaining rents. The establishment of a Rental Improvement Fund would be game changing for Cincinnati and would allow small housing providers to keep their properties rather than selling them to large LLCs. Resulting in a more equitable and localized housing ecosystem.

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Email seth.walsh@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202400916

Seth Walsh
Councilmember

3/14/2023

MOTION

To Study the Feasibility of the City Assuming Operations of the Ault Park 4th of July Fireworks

WE MOVE that the administration produces a report within thirty (30) days on the feasibility of assuming operations of the 4th of July fireworks celebration in Ault Park from the Ault Park Advisory Council (APAC), Hyde Park Neighborhood Council (HPNC), and Mt. Lookout Community Council (MLCC). This report should include background information on the history of the 4th of July fireworks celebration, the logistics of running the event including any support needed from other City departments, how much funding is necessary, and what is needed to make the event sustainable going forward.

BACKGROUND

The 4th of July fireworks celebration in Ault Park has been going on for over 50 years and has been historically put on by a group of volunteers in the community. The event has been very successful and grown considerably over time and is a staple of 4th of July in Cincinnati. However, in part due to this growth and success, it was recently announced by the volunteer organizers that they can no longer independently organize, fund, and administer the event. The primary stated reasons are safety and security and fundraising. The organizers explored many options but concluded that they do not have the capacity to "own" the event any longer.

Councilmember Seth Walsh

Jan-Michele Lemon Kearney

Meeka D. Owens

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of Council

202400817

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Urban Forestry Advisory Board: Gérald Checco

The City Manager hereby recommends the appointment of Gérald Checco to the Urban Forestry Advisory Board under the "community representative" qualifications. Mr. Checco's resume is attached for your consideration.

Gérald Checco's appointment will be for a term of four years from the day of approval by the Council.

Attachment

Cc: Jason Barron, Director, Cincinnati Park Board
Crystal Courtney, Division Manager, Cincinnati Park Board
Robin Hunt, Urban Forestry Supervisor, Cincinnati Park Board

Gérald R. Checco

[redacted]

BIOGRAPHICAL NOTES:

Born in Bangui, Central African Republic into a French / Tunisian family, Gérald spent his youth between France and the lesser Antilles on the island of Guadaloupe. A gifted mathematician, he obtained a Bachelor of Mathematics degree just one year after graduating from high school. He then studied two majors in tandem: Education at the Sorbonne and Engineering and Public Administration at the School of Public Works (École Speciale des Travaux Publics) in Paris, France.

He married American artist Jan Brown Checco in 1981 and they had two daughters Amanda and Emilie, and they now have 3 grandsons. Having completed his military duties as a lieutenant in the French artillery, Gérald established himself professionally as a consulting engineer on projects commissioned by family members of the King of Saudi Arabia, for whom he designed palaces, mosques and gardens.

In 1984, the young Checco family moved to Cincinnati, where they have resided ever since. An American diploma would now be essential for engineering practice, so Gérald enrolled at the University of Cincinnati where he obtained a Masters Degree in Structural Engineering in just 9 months. Certified as a Professional Engineer (P.E.) in Ohio and neighboring states, he was employed as Project Manager for an architectural design firm. In 1991, Gérald was hired by the City of Cincinnati's Park Board, and became Superintendent in1999. A nationally recognized expert in parks management, he has taught parks administrators throughout the nation in a North Carolina State University course, and has also lectured internationally on parks-related topics in Japan, France, Germany, Ukraine and China.

In 2013 Gérald was asked by Cincinnati's City Manager to become the Director of Public Works, a department that was in leadership crisis with lackluster performance. With improvements completed, in 2015 the Mayor asked him to become the Director of the Metropolitan Sewer District, a department facing multiple audits due to questionable managerial practices and looming Consent Decree deadlines. These last two appointments earned him the nickname "Cincinnati's Fixer" for his ability to quickly reorganize troubled departments, improving performance and establishing ethical behaviors.

After retiring from City service in 2018, Gérald went on the 500-mile hike of his dreams - the Camino de Santiago in Northern Spain, and then wrote a reflective, philosophical book - "The Tao of My Camino." Now as a volunteer, he tutors Kindergarteners and first graders in math, and has translated from the original French, a play by West African author. Gérald is a Director on the Boards of the Mill Creek Valley Conservancy District, the Charter Committee of Greater Cincinnati, Green Umbrella and the Sawyer Point Board of Visitors. He also works as a consultant for government efficiency and effectiveness. He and Jan are active leaders in community service projects in Clifton where they reside in their solar and geothermal-powered home.

EDUCATION

University of Cincinnati, Ohio, USA
Masters in Structural Engineering (1986)

Ecole Spéciale des Travaux Publics, Paris, France
Masters Decree in Civil/Environmental Engineering and Public Administration (1981)

Ecole Spéciale des Travaux Publics, Paris, France
Bachelors Decree in Civil/Environmental Engineering and Public Administration (1980)

Université de la Sorbonne, Paris, France
Bachelors Certificate in Science of Education (1980)
Université de Bordeaux, France
Bachelors of Mathematics (1977)

Teaching Certificate, Pointe à Pître, Guadeloupe
Primary School Level (1975)

POSITIONS

2015-2018
Metropolitan Sewer District of Greater Cincinnati
Director
Magnitude: $200 million Operating Budget , $300 million Capital Budget, 600 FTE, Consent Decree, City/ County Government

2013-2015
Department of Public Services, City of Cincinnati
Director
Magnitude: $50 million Operating Budget, $10 million Capital Budget, 200 FTE, City Government

1991-2013
Cincinnati Park Board
Superintendent of Operations and Land Management
Magnitude: $10 million Operating, 100 FTE, Independent City Board

1986-1991
Smith, Stevens and Young, Architects, Engineers, Planners
Project Manager
Commercial and Industrial developments

1981-1985
OGER International Architecture, Engineering and Construction Company
Project Manager
Palaces, Mosques, Gardens

LECTURES/ TEACHING

Managing with Cost Centers | *City of Munich, Germany, October 2000*
Modern Maintenance Techniques | *City of Munich, Germany, November 2000*
Maintenance Planning Using GIS Technology | *National Recreation and Park Association, Denver October 2001*

GIS Technology In Environmental Management | *ESRI, Cincinnati, November 2001*
Using GPS for Trail Mapping | *NAI, Cincinnati, February 2002*
Public Art Management | *College Art Association, Seattle, February 2003*
Environmental Ethics and Practices | *NCSU[(1)], Maintenance Management School (2004-2019)*
Professional Development | *NCSU[(1)], Maintenance Management School (2004-2019)*
Maintenance Planning | *NCSU[(1)], Maintenance Management School (2004-2019)*
Playground Design & Maintenance | *NCSU[(1)], Maintenance Management School (2004-2019)*
Volunteer Management | *City of Liuzhou, China, 2008*
Environmental Management | *City of Liuzhou, China, 2008*
Maintenance Management | *City of Liuzhou, China, 2008*
Making Your Home Energy Efficient | *Krohn Conservatory, Cincinnati, Ohio 2009*
Understanding Your Energy Bills | *Krohn Conservatory, Cincinnati, Ohio 2009*
Making Your Garden Green | *Krohn Conservatory, Cincinnati, Ohio 2009*
Understand Cap-and-Trade | *Krohn Conservatory, Cincinnati, Ohio 2010*
Creating a Culture of Innovation | *Staff Training*
Operating our Parks Environmentally | *Staff Training*
Basic Leadership Skills | *Staff Training*
Understand and Managing Union Contracts | *Staff Training*
Basic Computer Skills | *Staff Training*

COMPUTER SOFTWARE FLUENCY
Microsoft: Word, Excel, PowerPoint
Adobe: IndDesign, Illustrator

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202400827

Subject: **Liquor License – New**

FINAL RECOMMENDATION REPORT

OBJECTIONS: Cincinnati Police Department

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

APPLICATION: 12046700200
PERMIT TYPE: NEW
CLASS: D3
NAME: CAMERON MITCHELL RESTAURANTS LLC
DBA: CAP CITY FINE DINER & BAR
310 STRAIGHT ST
CINCINNATI, OH 45219

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

On February 13, 2024, CUF neighborhood Association was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: February 14, 2024

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: Febuary 27, 2024

To: Colonel Teresa A. Theetge, Police Chief

From: P.O. Carroll A Todd, Neighborhood Liaison Unit

Copies to:

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

PATROL BUREAU MEMO #: 24-082

DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE: District One

PERMIT #: 12046700200

TYPE OF PERMIT APPLIED FOR: New

PERMIT NAME & ADDRESS:

Name:	Cameron Mitchell Restaurants LLC
Address:	310 Straight Street Cincinnati, Ohio 45219

APPLICANTS NAME(S): M. Cameron Mitchell, Ronald A. Pizzuti, William Emery

INSPECTION / INVESTIGATION INFORMATION:

Officer:	P.O. Carroll A Todd
Date:	
Findings:	

COMMUNITY COUNCIL NOTIFIED:

Name 1: Matt Bourgeois	Date:	Notified by: email
Phone:	E-mail: matt.bourgeois@chcurc.org	

Name 2:	Date:	Notified by: (select from menu)
Phone:	E-mail:	

DISPOSITION OF THE COMMUNITY COUNCIL:

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

DISPOSITION OF THE DISTRICT:

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

REASON FOR OBJECTION:

District One objects to this application for the reason that the establishment has not started construction on the site. I reached out to the listed applicants on Febuary 19, 2024 and received a phone call from an attorney Matthew Cole. Mr. Cole stated on Febuary 21, 2024, he would provide me with plans of the location and tentative dates of opening. As of today's date the applicant/attorney has failed to provide said documents.

mg/LTC4

CAT-mg 535

Mike C7 2/29/24 – RECOMMEND OBJECTION. CB HAS NOT RECEIVED SUFFICIENT INFORMATION FROM APPLICANT & SITE IS NOT UNDER CONSTRUCTION.

For Objection
- mg/LTC4
3/4/24.

Date Filed at Vice: 2/13/2024

CINCINNATI DIVISION OF POLICE
RENEWAL, TRANSFER OR ISSUANCE
OF LIQUOR LICENSES

Renewal
New X
Transfer
Location
Ownership
Stock

District: 1
Application No: 12046700200

APPLICANT	CAMERON MITCHELL RESTAURANTS LLC	TRANSFER FROM	
DBA	CAP CITY FINE DINER & BAR	DBA	
PERMIT LOCATION	310 STRAIGHT ST CINCINNATI, OH 45219	PERMIT LOCATION	
PERMIT TYPE	D3	PERMIT #	

If the Applicant is a corporation or business entity list the individuals involved. If additional space is needed, List and attach on a separate page.

1. Name	M. CAMERON MITCHELL	2. Name	RONALD A PIZZUTI
Office Held	PRESIDENT	Office Held	
Social Security No.	301-70-3848	Social Security No.	272-36-1895
CTLNO:	NONE	CTLNO:	NONE
DOB	6/14/63	DOB	3/27/40
Address	2000 TREMONT RD COLUMBUS, OHIO 43212	Address	2 MIRANOVA PL COLUMBUS, OH 43215
Telephone No.	614-203-6339	Telephone No.	614-280-4002
3. Name	WILLIAM EMERY	4. Name	
Office Held		Office Held	
Social Security No.	281-56-9892	Social Security No.	
CTLNO:	NONE	CTLNO:	
DOB	4/19/58	DOB	
Address	4396 DUBLIN RD COLUMBUS, OH 43221	Address	
Telephone No.	614-777-9883	Telephone No.	

Criminal Records Check: Local X BCI & III X

Record If Record, See Attached
No Record X Checked by: WERNER

RECOMMENDATIONS

No Objection_____ Objection, see attached form 17 for Summary X

SIGNATURE [signature] 2/29/24 SIGNATURE
District Commander Date Central Vice Control Sect. Commander Date

SIGNATURE [signature] LT 3/4/24.
Police Department Approval Date

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

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

December 15, 2023

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

Dear Ohio Division of Liquor Control:

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

Application No.:	12046700200
Permit Type:	NEW D3
Name:	CAMERON MITCHELL RESTAURANTS LLC DBA CAP CITY FINE DINER & BAR 310 STRAIGHT ST CINCINNATI OH 45219

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

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

Thank you for your prompt attention.

Sincerely,

Melissa Autry, CMC
Clerk of Council

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

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

For City Bulletin

Liquor Permit Application

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

Application No.:	12046700200
Permit Type:	NEW D3
Name:	CAMERON MITCHELL RESTAURANTS LLC DBA CAP CITY FINE DINER & BAR 310 STRAIGHT ST CINCINNATI OH 45219

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

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

12/15/23

MELISSA AUTRY, CMC Clerk of Council

The last day for the State to receive an objection is

01/16/24

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

12046700200 PERMIT NUMBER	NEW TYPE	CAMERON MITCHELL RESTAURANTS LLC DBA CAP CITY FINE DINER & BAR 310 STRAIGHT ST CINCINNATI OH 45219
ISSUE DATE		
12 11 2023 FILING DATE		
D3 PERMIT CLASSES		
31 066 A D99733 TAX DISTRICT RECEIPT NO.		

FROM 12/13/2023

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

MAILED 12/13/2023 RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/16/2024

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 1204670-0200
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

OLC 4052 REV. 03/09

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 3/20/2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Kennedy-Fitzgerald Party 202400835**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Kennedy-Fitzgerald Party
EVENT SPONSOR/PRODUCER:	Braxton Brewing Co.
CONTACT PERSON:	Lori Salzarulo
LOCATION:	1213 Broadway Street
DATE(S) AND TIME(S):	05/11/2024 2:00pm—05/11/2024 11:00pm
EVENT DESCRIPTION:	Party with family and friends
ANTICIPATED ATTENDANCE:	300
ALCOHOL SALES:	☒ YES. ☐ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS:	Braxton Brewing Co.

cc: Colonel Teresa A. Theetge, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 3/20/2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Hunger Walk 2024** **202400837**

In accordance with Cincinnati Municipal Code, Chapter 765; Julia Slivinski has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Fire Department, Metro, Cincinnati Police Special Events Unit, Cincinnati Police District One, Traffic and Engineering Department, Traffic and Road Operations Department and The Health Department. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Hunger Walk 2024
EVENT SPONSOR/PRODUCER:	Freestore Foodbank
CONTACT PERSON:	Julia Slivinski
LOCATION:	Smale Riverfront Park
DATE(S) AND TIME(S):	5/27/2024 9:00am to 1:00pm
EVENT DESCRIPTION:	5k walk/run benefiting Freestore Foodbank and parnter agencies
ANTICIPATED ATTENDANCE:	3000
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Teresa A. Theetge, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 3/20/2024

To: Mayor and Members of City Council 202400862

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Taking Drug Court Beyond the Steps of the Courthouse**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Taking Drug Court Beyond the Steps of the Courthouse
EVENT SPONSOR/PRODUCER:	Hamilton County Drug Treatment and Recovery Court
CONTACT PERSON:	Isaiah Lumpkins
LOCATION:	Court Street (Between Vine St and Walnut St)
DATE(S) AND TIME(S):	05/10/2024 11:00am—05/10/2024 2:00pm
EVENT DESCRIPTION:	The Hamilton County Drug Treatment and Recovery Court would like to host a community engagement event on May 10, 2024. This event is being designed to engage with the community and inform them of the goals for 2024 and beyond.
ANTICIPATED ATTENDANCE:	300
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Colonel Teresa A. Theetge, Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of City Council

202400878

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – CRC: Queen City Slam Basketball Tournament Donations**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

This Emergency Ordinance authorizes the City Manager and employees of the Cincinnati Recreation Commission ("CRC") to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament. This Emergency Ordinance also authorizes the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

The Queen City Slam Basketball Tournament will be hosted by the City and the CRC in partnership with Big City Ticket, LLC aka Hoop It Up on August 10, 2024. The Queen City Slam Basketball Tournament will engage youth and adults by providing recreation and access to community resources to support and foster continued community development.

Supporting the Queen City Slam Basketball Tournament 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 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept donations in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

PLAN CINCINNATI

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

Attachment

E M E R G E N C Y

CNS

-2024

AUTHORIZING the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

WHEREAS, the Queen City Slam Basketball Tournament will be hosted by the City and the Cincinnati Recreation Commission ("CRC") in partnership with Big City Ticket, LLC aka Hoop It Up on August 10, 2024; and

WHEREAS, the Queen City Slam Basketball Tournament will allow the City and CRC the opportunity to engage youth and adults by providing recreation and access to community resources to support and foster continued community development through a one-day basketball event for youth and adults; and

WHEREAS, only donated, non-City resources may be used for awards or cash prizes associated with the Queen City Slam Basketball Tournament; and

WHEREAS, supporting the Queen City Slam Basketball Tournament 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 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 and employees of the Cincinnati Recreation Commission are authorized to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament.

Section 2. That the Director of Finance is authorized to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

Section 3. That the proper City officials are authorized to do all things necessary and proper to comply with 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 accept donations in a timely manner.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of City Council

202400879

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Parks: Trust for Public Land Monetary Donation**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept a donation of up to $2,785 from the Trust for Public Land ("TPL") to reimburse travel expenses for Parks Department employees to attend the TPL Park Equity Accelerator meeting on April 23-25, 2024 in New York; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 8571, "Contributions – Specific Purpose"; and **AUTHORIZING** the transfer and appropriation of up to $2,785 from the unappropriated surplus of the General Fund to the Parks Department General Fund non-personnel operating budget account no. 050x201x7200.

Approval of this Ordinance authorizes the City Manager to accept a donation of up to $2,785 from the Trust for Public Land ("TPL") to reimburse travel expenses for Parks Department employees to attend the TPL Park Equity Accelerator meeting on April 23-25, 2024 in New York. This Ordinance also authorizes the deposit of the donation into the General Fund as well as the transfer and appropriation of the donated resources to the Parks Department General Fund non-personnel operating budget.

From April 23-25, 2024, three Parks Department employees have an opportunity to attend the Trust for Public Land Park Equity Accelerator conference in New York. The conference supports the goal of enhancing access to city parks throughout the urban system and includes site visits and collaboration with other parks personnel from across the nation with an opportunity to learn and share best practices.

This donation does not require matching funds, and there are no FTEs/full time equivalents associated with this donation.

Acceptance of this donation is in accordance with the "Live" goal to "[c]reate a more livable community" and strategy to "[s]upport and stabilize our neighborhoods," as well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 160-163 and 207-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment

KKF

-2024

AUTHORIZING the City Manager to accept a donation of up to $2,785 from the Trust for Public Land ("TPL") to reimburse travel expenses for Parks Department employees to attend the TPL Park Equity Accelerator meeting on April 23-25, 2024 in New York; **AUTHORIZING** the Director of Finance to deposit the donated funds into General Fund 050 revenue account no. 8571, "Contributions – Specific Purpose"; and **AUTHORIZING** the transfer and appropriation of up to $2,785 from the unappropriated surplus of the General Fund to the Parks Department General Fund non-personnel operating budget account no. 050x201x7200.

WHEREAS, from April 23-25, 2024, three Parks Department employees have an opportunity to attend the Trust for Public Land Park Equity Accelerator conference in New York; and

WHEREAS, the conference supports the goal of enhancing access to city parks throughout the urban system and includes site visits and collaboration with other parks personnel from across the nation with an opportunity to learn and share best practices; and

WHEREAS, the Parks Department is working with the Trust for Public Land to research best practices and techniques to ensure the equitable distribution of limited resources across the parks system; and

WHEREAS, the conference is related to Parks Department employees' official duties; and

WHEREAS, the donation of $2,785 from the Trust for Public Land will fully reimburse the cost of travel expenses incurred by the City for three Parks employees to attend the conference; and

WHEREAS, the travel costs are customary and commensurate with the ordinary cost of travel to New York; and

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

WHEREAS, acceptance of this donation is in accordance with the "Live" goal to "[c]reate a more livable community" and strategy to "[s]upport and stabilize our neighborhoods," as well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 160-163 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 a donation of up to $2,785 from the Trust for Public Land to reimburse travel expenses for Parks Department employees to attend the Trust for Public Land Park Equity Accelerator conference in New York in April 2024.

Section 2. That the Director of Finance is authorized to deposit the donated funds into General Fund 050 revenue account no. 8571, "Contributions – Specific Purpose."

Section 3. That Council authorizes the transfer and appropriation of up to $2,785 from the unappropriated surplus of the General Fund to Parks Department General Fund non-personnel operating budget account no. 050x201x7200.

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

Section 5. 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

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of City Council

202400880

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Parks: 4th Quarter In-Kind Donations**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept in-kind donations and contributions of artwork, horticultural supplies, other miscellaneous supplies, and rental services from the Cincinnati Parks Foundation, valued at approximately $124,341.41 to benefit various City parks.

Approval of this Ordinance will authorize the City Manager to accept in-kind donations and contributions from the Cincinnati Parks Foundation valued at approximately $124,341.41 to benefit and improve various City parks. An attachment is provided with a detailed list of the in-kind donations and contributions, summarized in the chart below, including date of donation, donor's name, a brief description of the donation, and assessed value.

Donated Items	Amount
Artwork	$3,266.00
Horticultural Supplies	$73,006.72
Other Miscellaneous Supplies	$25,483.69
Rental Services	$22,585.00
Total:	**$124,341.41**

Acceptance of these in-kind donations and contributions does not require new FTEs/full time equivalents or matching funds.

Acceptance of in-kind donations and contributions to benefit various City parks is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the strategy to "[p]rotect our natural resources" 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

Attachments

IMD

-2024

AUTHORIZING the City Manager to accept in-kind donations and contributions of artwork, horticultural supplies, other miscellaneous supplies, and rental services from the Cincinnati Parks Foundation, valued at approximately $124,341.41, to benefit various City parks.

WHEREAS, the Cincinnati Parks Foundation donated artwork, horticultural supplies, other miscellaneous supplies, and rental services to the City of Cincinnati to benefit and improve various City parks; and

WHEREAS, the value of the in-kind donations is approximately $124,341.41; and

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

WHEREAS, acceptance of in-kind donations and contributions to benefit various City parks is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the strategy to "[p]rotect our natural resources" as set forth 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 City Manager is authorized to accept in-kind donations from the Cincinnati Parks Foundation of artwork, horticultural supplies, other miscellaneous supplies, and rental services valued at approximately $124,341.41 to benefit and improve various City parks, as outlined in Attachment A hereto.

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

ATTACHMENT A

Parks Foundation In-Kind Donations - 4th Quarter 2023

Date	Num	Name	Memo	Expense Code	Amount
11/13/2023	15435	Holthaus Lackner Signs	Inv 81536 Wolf statue sign	Artwork	$ 3,266.00
12/13/2023	15480	NATORP LANDSCAPE SUPPLY	Inv 139000 2 tribute trees	Horticultural Supplies	$ 332.00
12/13/2023	15481	NATORP LANDSCAPE SUPPLY	Inv 140221 Dilton Sharp	Horticultural Supplies	$ 161.00
12/13/2023	15479	NATORP LANDSCAPE SUPPLY	Inv 139880 replacement tree TJC	Horticultural Supplies	$ 133.50
11/30/2023	15463	Dietl International	Inv DTL-803493-002 terminal handling charges	Horticultural Supplies	$ 203.68
11/19/2023	15440	Cincinnati Toolbank	Inv 63724 - Madtree Bond hill tree planitng 2023	Horticultural Supplies	$ 132.19
11/19/2023	15439	Gray's Tree Experts	Inv 1083 - Madtree Bond hill tree planitng 2023	Horticultural Supplies	$ 3,440.00
11/19/2023	15453	H. Hafner & Sons, Inc.	inv 457041, 377, 481 mulch Bond Hill Madtree planting	Horticultural Supplies	$ 1,590.00
11/17/2023	15438	NATORP LANDSCAPE SUPPLY	Inv 136939 Bond Hill project trees	Horticultural Supplies	$ 20,347.50
11/09/2023	15429	NATORP LANDSCAPE SUPPLY	Inv 138207 2 acer legacy	Horticultural Supplies	$ 332.00
11/09/2023	15433	NATORP LANDSCAPE SUPPLY	Inv 139358 2 trees	Horticultural Supplies	$ 285.25
10/26/2023	15400	NATORP LANDSCAPE SUPPLY	Inv 136996 tribute trees ordered by Boutelle	Horticultural Supplies	$ 884.50
10/23/2023	15377	NATORP LANDSCAPE SUPPLY	Inv 121401 fall releaf trees	Horticultural Supplies	$ 31,847.50
10/23/2023	15380	Quail Ridge Specimen Trees, LLC	Inv 1608 Fall Releaf trees	Horticultural Supplies	$ 1,600.00
10/23/2023	15378	Riverside Native Trees and Nursery, LLC	Inv 081920 Fall releaf trees	Horticultural Supplies	$ 5,725.00
10/23/2023	15379	WOODY WAREHOUSE NURSERY, INC.	Cust 10236, order 196556 fall releaf trees	Horticultural Supplies	$ 5,992.60
12/13/2023	15476	Vandalia Rental	Contract 216665-0000 Scissor lift 26'	Rental	$ 22,585.00
12/31/2023	15518	Baron Identification Products	Inv 50368 Hobbins Lennertz	Supplies	$ 67.50
12/31/2023	15512	E C SHAW COMPANY	Inv 844781 Christiansen	Supplies	$ 320.00
12/31/2023	15509	E C SHAW COMPANY	Inv 844778 Quint	Supplies	$ 186.00
12/31/2023	15510	E C SHAW COMPANY	Inv 844779 Dalton	Supplies	$ 186.00
12/31/2023	15511	E C SHAW COMPANY	Inv 844780 Vennemeyer	Supplies	$ 186.00
12/31/2023	15513	E C SHAW COMPANY	Inv 844782 Bailey	Supplies	$ 186.00
12/29/2023	15498	Baron Identification Products	Inv 50214 Hobbins, Herrmann,Males, Caldemeyer,Sloneker,Kakalow replace 15436	Supplies	$ 135.00
12/18/2023	15486	E C SHAW COMPANY	Inv 844300 Males	Supplies	$ 186.00
12/13/2023	15477	Baron Identification Products	Inv 50282 Gibran Parker	Supplies	$ 40.50
12/13/2023	15475	SERVICE SUPPLY LTD INC	Inv 23443 5 dumor benches	Supplies	$ 8,798.00
11/27/2023	15455	Groundwork Ohio River Valley, Inc.	Inv 3206 Mad Tree Bond Hill all hands supplies	Supplies	$ 699.32
11/19/2023	15442	E C SHAW COMPANY	Inv 843772 Burnsie	Supplies	$ 186.00
11/09/2023	15431	Baron Identification Products	Inv 50191 Christiansen	Supplies	$ 54.00
11/09/2023	15430	Country Casual Teak, Inc.	Inv 9997 5 6ft monarch benches	Supplies	$ 9,599.09
11/09/2023	15428	E C SHAW COMPANY	Inv 842049 Jennifer Rudolph	Supplies	$ 186.00
11/09/2023	15427	E C SHAW COMPANY	Inv 842048 Linnett Orlemann Leisner	Supplies	$ 156.00
10/26/2023	15398	Baron Identification Products	Inv 50162 Cohen	Supplies	$ 27.00
10/23/2023	15383	Baron Identification Products	Inv 50120 Goodman, Cohen	Supplies	$ 60.50
10/23/2023	15393	Wintergreen Corp.	Acct 622473 Order 2347574 holiday wreaths etc.	Supplies	$ 3,457.82
10/16/2023	15371	Baron Identification Products	Inv 50120 Goodman Cohen	Supplies	$ 60.50
10/09/2023	15332	Baron Identification Products	Inv 50096 soul, livingston, magoon, meyer, schuh, dickey	Supplies	$ 176.50
10/09/2023	15333	Baron Identification Products	Inv 50098 terri & dave, mitchell quite	Supplies	$ 54.00
10/01/2023	459		Amazon-Gazebo for Nature Next Door Program	Supplies	$ 475.96
				Total	$ 124,341.41

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of City Council

202400883

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Law: Center for Community Progress Technical Assistance Scholarship**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for and accept in-kind services in the form of a technical assistance scholarship provided by Center for Community Progress.

Center for Community Progress is a national non-profit organization dedicated to tackling vacant properties that provides support to local communities to address systemic vacancy. In September 2023, representatives from the City of Cincinnati, the Hamilton County Land Reutilization Corporation, and the Hamilton County Treasurer's Office attended an intensive training offered by Center for Community Progress focused on education of novel tools and policies for addressing vacant and deteriorated properties, which included the opportunity to obtain up to 150 hours of technical assistance from Center for Community Progress. A proposal was submitted to utilize technical assistance from Center for Community Progress to build a coalition of partners and stakeholders impacted by vacant and deteriorated properties. The proposal was successful, and the technical assistance scholarship will be utilized by Law Department staff with an approximate value of $40,000.

The grant does not come with a match requirement. No new FTEs/full time equivalents are required.

Due to the application deadline of January 9, 2024, the City already applied for the scholarship before the effective date of this ordinance, but no scholarship resources will be accepted without approval by the City Council.

Applying for this technical assistance scholarship is in accordance with the "Compete" goal to "[s]trategically select areas for new growth" and the "Live" goal to "[s]upport and stabilize our neighborhoods" as described on pages 114-119 and pages 156-162 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

PLAN CINCINNATI

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

Attachment

EEF

- 2024

AUTHORIZING the City Manager to apply for and accept in-kind services in the form of a technical assistance scholarship provided by Center for Community Progress.

WHEREAS, Center for Community Progress is a national non-profit organization dedicated to tackling vacant properties that provides support to local communities to address systemic vacancy; and

WHEREAS, in September 2023, representatives from the City of Cincinnati, the Hamilton County Land Reutilization Corporation, and the Hamilton County Treasurer's Office attended an intensive training offered by Center for Community Progress focused on education of novel tools and policies for addressing vacant and deteriorated properties, which included the opportunity to obtain up to 150 hours of technical assistance, valued at approximately $40,000, from Center for Community Progress; and

WHEREAS, the City of Cincinnati, in partnership with the Hamilton County Land Reutilization Corporation and the Hamilton County Treasurer, submitted a successful proposal to Center for Community Progress to utilize the technical assistance from Center for Community Progress to build a coalition of partners and stakeholders impacted by vacant and deteriorated properties; and

WHEREAS, the technical assistance scholarship will be utilized by Law Department staff in collaboration with other City Departments and external stakeholders; and

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

WHEREAS, to meet the Center for Community Progress application deadline of January 9, 2024, the City already applied for the scholarship before the effective date of this ordinance, but no scholarship resources will be accepted without approval by Council; and

WHEREAS, the vacant property project and scholarship application is in accordance with the "Compete" goal to "[s]trategically select areas for new growth" and the "Live" goal to "[s]upport and stabilize our neighborhoods" as described on pages 114-119 and pages 156-162 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 donation of in-kind services of a technical assistance scholarship from Center for Community Progress.

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

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager 202400896

Subject: **Emergency Ordinance** – Approving and Authorizing a CRA Tax Exemption Agreement with Cincinnati Curated, LLC of 34 W Court St.

Attached is an Emergency Ordinance captioned:

> **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Cincinnati Curated, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 34 W Court Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 629 square feet of commercial space and approximately 5,566 square feet of residential space, consisting of 5 residential units, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge Standards, at a total remodeling cost of approximately $845,456.

STATEMENT

HOUSING: The activation of a vacant, blighted building will address a need for housing options in the Downtown area. The additional units this project will provide could help to alleviate Cincinnati's strained housing market, which is currently experiencing increasing affordability issues due to lack of supply. Although these housing units are anticipated to be short term rental units, research shows that over the long run, short term rentals often become long-term rental housing.

BACKGROUND/CURRENT CONDITIONS

The project is located at 34 W Court St in Downtown. Currently the property is a vacant building constructed in the 1850's with an addition built in 1854. The building has never been properly modernized nor renovated to include proper insulation, ventilation, HVAC, wiring, and plumbing. Once completed, the rebuilt project will have obtained a LEED Silver certification through USGBC and be comprised of 5 residential units (1 being owner occupied). The project will also feature a 1st floor commercial space that will be utilized in a manner that benefits children attending the School for Creative and Performing Arts while waiting for after school programs.

DEVELOPER INFORMATION

Cincinnati Curated, LLC is owned and operated by Melissa Brown Jones. Ms. Jones is a first-time developer in Cincinnati. Ms. Jones is not only the developer for this project but will also be a resident at 34 W Court Street.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	34 W Court St CRA
Street Address	34 W Court St
Neighborhood	Downtown
Property Condition	Vacant Building
Project Type	Renovation
Project Cost	Hard Construction Costs: $834,456 Acquisition Costs: $340,000 Soft Costs: $176,980 Total Project Cost: $1,351,436
Private Investment	Private Financing: $825,000 Developer Equity: $300,000
Sq. Footage by Use	Residential: 5,566 SF Office: 629 SF
Number of Units and Rent Ranges	1 studio Unit; Rent Range varies (STR) 3 1-BR Units; Rent Range varies (STR) 1 2-BR unit; Developer Residence 1 Commercial unit; Rent not yet determined 5 Total Units
Median 1-BD Rent Affordable To	This will be an owner-occupied building with the remainder of the units registered and operated as short-term rentals.
Jobs and Payroll	Estimated Creation of 3 FTE positions Total Payroll for Construction FTE Positions: $87,500 Estimated Construction FTE Positions: 15 Total Payroll for Construction FTE Positions: $1.30MM
Location and Transit	Located in Downtown Transit Score: 81
Community Engagement	Not presently in developer's plan.
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 169-171), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map

Proposed Incentive

Incentive Terms	15-year, net 52%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area
"But For"	Without Abatement: -2% rate of return (stabilized) With Abatement: 4% rate of return (stabilized) Note: Ordinance 275-2017 states that commercial improvements which obtain LEED status shall not be subject to financial analysis.
Environmental Building Certification	LEED SILVER
VTICA	Streetcar VTICA – 15%
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	N/A

Potential Taxes Forgone & Public Benefit

Taxes Forgone	**Value**
Annual Net Incentive to Developer	$7,442
Total Term Incentive to Developer	$111,625
City's Portion of Property Taxes Forgone (Term)	$0
City's TIF District Revenue Forgone (Term)	$156,704

Public Benefit		**Value**
CPS PILOT	Annual	$4,723
	Total Term	$70,839
VTICA	Annual	$2,147
	Total Term	$32,199
Income Tax Total Term (Maximum)		$135,122
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		$238,160

Total Public Benefit ROI*	$2.13
City's ROI**	$7.89

* 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. Note this figure does not include any short term rental taxes collected if the owner does indeed operate the units as short term rentals.

For Reference: 2023 Cincinnati MSA Area Median Income Limits

AMI	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
30%	$21,250	$24,300	$27,350	$30,350	$32,800	$35,250	$37,650	$40,100
50%	$35,400	$40,450	$45,500	$50,550	$54,600	$58,650	$62,700	$66,750
60%	$42,480	$48,540	$54,600	$60,760	$65,520	$70,380	$75,240	$80,100
80%	$56,650	$64,750	$72,850	$80,900	$87,400	$93,850	$100,350	$106,800

E M E R G E N C Y

EVK

- 2024

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Cincinnati Curated LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 34 W. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 629 square feet of commercial space and approximately 5,566 square feet of residential space, consisting of five residential rental units, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately $845,456.

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, (as amended, the "Commercial Policy Ordinance"), sets forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design ("LEED") standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, "LBC" standards), all pursuant to the Statute; 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, Cincinnati Curated LLC (the "Company") desires to remodel an existing building into approximately 629 square feet of commercial space and approximately 5,566 square feet of residential space, consisting of five residential rental units on real property at 34 W. Court Street located within the corporate boundaries of the City of Cincinnati, to LEED or

LBC standards (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 (LEED or Living Building Challenge), 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 $7,540; and

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

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Cincinnati Curated LLC (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 34 W. Court Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 629 square feet of commercial space and approximately

5,566 square feet of residential space, consisting of five residential rental units, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total remodeling cost of approximately $845,456.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City of Cincinnati (the "City") in substantially the form of Attachment A to this ordinance;

(ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

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

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

Passed: _____, 2024

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

Community Reinvestment Area Tax Exemption Agreement
(*LEED or Living Building Challenge*)

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 CINCINNATI CURATED LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, and Ordinance No. 24-2022, passed on February 2, 2022 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 34 W. Court 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 a building located on the Property to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, 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 One Thousand Two Hundred Fifty Dollars ($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 one hundred percent (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 thirty-three percent (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 three (3) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

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. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.

R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

S. This Agreement has been authorized by Ordinance No. _____-2024, passed by Cincinnati City Council on _____, 2024.

T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building into 5 residential units consisting of approximately 5,566 square feet, and commercial space consisting of approximately 629 square feet on the Property (the "Improvements") at an estimated aggregate cost of $845,456 to commence after the execution of this Agreement and to be completed no later than October 31, 2026; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The **Error! Reference source not found.** shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. 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 one hundred percent (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 fifteen (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 **Error! Reference source not found.**, (B) the cost of **Error! Reference source not found.**, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2027 nor extend beyond the earlier of (i) tax year 2041 or (ii) the end of the fifteenth (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(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(B)(7), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (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 thirty percent (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) 3 full-time permanent jobs, and (ii) 15 full-time temporary construction jobs, at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $87,500 of additional annual payroll with respect to the full-time permanent jobs, and (ii) $1,298,813 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 twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (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 thirty (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 (E) 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 thirty (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 twelve percent (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 One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

Section 21. Annual Fee. The Company shall pay an annual fee of Five Hundred Dollars ($500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars ($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 three (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:

Cincinnati Curated LLC
Attention: Melissa Brown Jones
855 Matz Court
Union, Kentucky 41091

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, OH 45202.

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

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

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

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

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

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

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with

the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

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

Date: _____, 2024

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

CINCINNATI CURATED LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2024

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 34 W. Court Street, Cincinnati, Ohio 45202

Auditor's Parcel ID: 076-0002-0132-00

Situate in the City of Cincinnati, Hamilton County, Ohio, to-wit: The east one-half (1/2) of Lot No. Twenty-three (23) in Square 7 of Piatt & Grandin's Subdivision, plat of which is recorded in Deed Book 22, page 113 in the Recorder's Office of Hamilton County, Ohio. Said east half of Lot No. Twenty-three being seventeen (17) feet in front on the north side of Court Street between Vine and Race Streets and extending back northwardly between parallel lines the same width in rear as in front one hundred and twenty-four (124) feet to an alley.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

APPLICATION FOR COMMERCIAL TAX ABATEMENT

CITY OF CINCINNATI COMMUNITY REINVESTMENT AREA

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

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

SECTION I – Applicant/Project Information

Applicant Information:

Legal Name of Property Owner Applying for Abatement: Melissa Brown Jones

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

Is the Applicant affiliated with a larger developer or development entity? (Yes / No) If Yes, please provide the name of this developer or development entity: _____

Legal Address of real property owner: 855 Mate Ct. Union, KY 41091

Federal Tax ID #(s): 87-1969224

Applicant Contact Person: Melissa Brown Jones Title: Owner

Phone: 214.315.7932 Main Contact email address: brownmk1@gmail.com

Address of subject property 34 W. Court Street Cincinnati Zip: 45202

Hamilton County Auditor Parcel ID#: 076 - 0002 - 0132-00 (attach a page listing all parcels and addresses if more than one parcel)

City of Cincinnati Neighborhood: Court Street Historic District (Central Business)

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

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

n/a

Space/Units to be constructed/renovated:

Construction Type: ☐ New Construction ☒ Renovation

What percentage of the existing structure is currently occupied: 0 %

Total sqft/units to be constructed/renovated:

Commercial: 629 (sqft) Office: _____ (sqft) Industrial: 1,421 (sqft) (basement eventually)

Residential: 5,566 (sqft) Residential: 5 (# of units)

Project Type:

- ☐ Commercial (Retail, Office etc)
- ☐ Industrial
- ☐ Multi-Unit Residential (5 or more units)
- ☒ Mixed-Use (Residential & Commercial)

Describe the break down in use in SF below:

101 - 629 SF (storefront) 102 - 759 SF
201 - 519 SF (studio apt.) 202 - 779 SF
301 - 2,717 SF (family apt.) 302 - 792 SF
1-bed apts.

Please indicate if the project intends to meet Leadership in Energy and Environmental Design (LEED) levels as defined by the U.S. Green Building Council (www.usgbc.org).

- ☐ Project is not LEED-certified
- ☒ LEED Silver
- ☐ LEED Gold
- ☐ LEED Platinum

Please indicate if the project will be qualified under the Living Building Challenge program (http://living-future.org/lbc):

- ☒ Project is not LBC qualified
- ☐ LBC Full
- ☐ LBC Net Zero
- ☐ LBC Petal (requires "Energy Petal")

hope to be in future

If approved for an abatement, does the Applicant intend to enter into a Voluntary Tax Incentive Contribution Agreement (VTICA)?

⊗ Yes 15 % ◯ No

(A VTICA is an agreement with a third-party non-profit designated by the City in which the Applicant would contribute a portion of the abated taxes to support neighborhood-based projects and services as well as City-wide affordable housing initiatives [note that VTICAs in the vicinity of the Streetcar are used to support streetcar operations]. As indicated the applicable City legislation & policies as this is a significant factor in determining the terms of the abatement.)

General Project Information:

Project Name (of Applicable): 34 West Court Street

Description of the project:

Please see attached letter.

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

See attached

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

See attached

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

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

See attached

SECTION II – Job Creation/Retention

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

Existing positions at the site of the company to be retained:
Full-Time Equivalent Ø employees; total annual payroll $_____

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

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

Address of Other Location(s): _____
Full-Time Equivalent _____ employees; total annual payroll $_____
Address of Other Location(s): _____
Full-Time Equivalent _____ employees; total annual payroll $_____
*Please attach additional sheets if other locations exceed spaces provided above.

M. Jones

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

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

Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll $_____
Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll $_____
Address of Other Location: _____
Full-Time Equivalent _____ employees; total annual payroll $_____

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

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

Full-Time Equivalent 3 employees (Total); total annual payroll $ 87,500
During the first twelve months of the agreement: _____ positions
During the second twelve months of the agreement: _____ additional positions
During the third twelve months of the agreement: _____ additional positions

Temporary Construction 15 jobs; total annual payroll $ 1,293,813
Length of Construction Period: 12 months

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

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

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

SECTION III – Project Investment

Real Estate Investment:

Indicate the estimated cost of the construction or remodeling: $ 845,456
Estimated total cost of the project (including soft costs & acquisition): $ 1,351,436
Estimated Project start date: March 2024 MJ Estimated Project completion date: MJ
Current Auditor's value of property (aggregate value of all parcels involved): 285,000 September 2026
Estimated post-construction value of property: 743,951
(Please provide appraisal or other method for determining post-construction value of the property)

Other Investment * will email spreadsheet

Investment in Machinery & Equipment (M&E) at the Property: $_____

Investment in Furniture, Fixtures, and Equipment (FF&E) at the Property: $_____

Other Investment: $_____

Description of Other Investment:_____

_____

_____

SECTION IV – Applicant Certifications

Does the property owner owe:

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

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

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

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

Please initial that you have read the above. X MBJ

Project Completion:

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

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

X MBJ

Additional Certifications by Applicant:

- The Applicant acknowledges that the property is **Not Eligible** for tax exemption if construction activities are commenced prior to the execution of a Community Reinvestment Area Tax Exemption Agreement between the Applicant and the City. No agreement may be executed by the City without prior approval by Cincinnati City Council.
- The Applicant acknowledges that if the application is approved by Cincinnati City Council, a $750.00 application fee payable to "Treasurer, State of Ohio" will be due. Applicant must submit this fee to the City's Department of Community & Economic Development upon approval by Cincinnati City Council.
- The Applicant acknowledges that a Payment In Lieu of Taxes (PILOT) agreement in the amount of 33% of the annual value of the exemption with Cincinnati Board of Education will be required. The form of this PILOT agreement is available upon request.
- The Applicant acknowledges that if one of the City's considerations for granting a tax exemption is the applicant's representation that it will enter into a VTICA, then the failure by the Applicant to do so is considered grounds for the City of Cincinnati to terminate the tax exemption granted to the Applicant.
- The Applicant acknowledges that all tax exemptions must submit an Annual Report on or before March 31 of each year. This report must be submitted for each year of the tax exemption agreement including during the construction period.
- The Applicant acknowledges that all tax exemptions will be subject to an annual monitoring fee of 1% of the annual taxes exempted under the agreement or $500, whichever is greater; no City annual fee will be greater than $2,500 per year. This annual monitoring fee must be submitted with each Annual Report.
- The Applicant acknowledges that to be eligible for tax exemption by the City of Cincinnati, the subject property must be located within the City of Cincinnati.
- The Applicant acknowledges that exemption values are determined by the Hamilton County Auditor's Office.
- The Applicant acknowledges that the City of Cincinnati may revoke the tax exemption any time after the first year if the property has building code violations or is delinquent on the property taxes.
- The Applicant acknowledges that the City of Cincinnati Council may rescind or alter the Ordinance granting tax exemptions.
- The Applicant agrees to supply additional information upon request.

RECEIVED
MAR 24 2023
COMMUNITY & ECONOMIC DEVELOPMENT

Please initial that you have read the above. X MBJ

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

Please initial that you have read the above. X MBJ

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

Melissa Brown Jones — Signature of Applicant
21 March 2023 — Date

Melissa Brown Jones — Printed Name
Owner, Cincinnati Curated LLC — Title (if signed as officer)

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

Send Completed Application to:

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

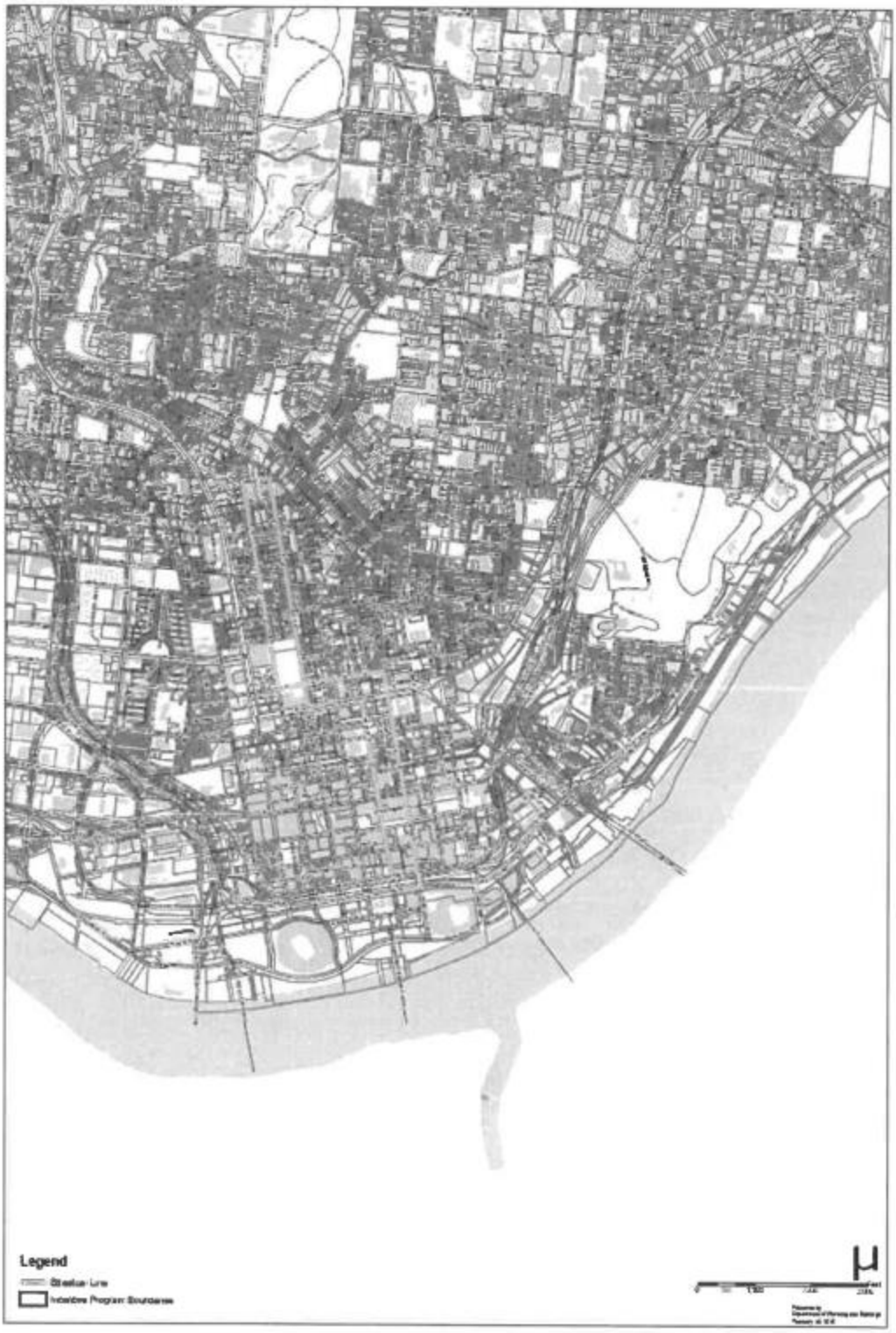
Processing Timeline

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

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

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

STREETCAR VTICA AREA



Required Application Attachments

Please provide the following required items as a corresponding attachment. *If you believe a particular item is not applicable to your project, please address the item by including an explanation of why you believe it is not applicable.* Please ensure that all sections of the application are complete and that **ALL REQUIRED ATTACHMENTS LISTED BELOW ARE SUBMITTED/ ADDRESSED WITH YOUR APPLICATION.** Please check all items that are included. If an item is left unaddressed by the Applicant, the reviewing department *cannot* complete its review of the application.

Attachment Number	Attached Y/N	Attachment Description
#1	(X) Yes ( ) No	Public Purpose: List the major reasons why City Assistance is necessary. Discuss the project gap, why other sources are not available to fill that gap (including debt and owner equity) and how City assistance will allow the gap to be filled. For property sale requests explain why a non-competitive sale is being requested and the public benefits that will be realized.
#2	(X) Yes ( ) No	Development Team: A) Corporate Resolution, Articles of Incorporation, and an Operating/Partnership Agreement for entity applying for assistance showing who is authorized to sign for the organization B) Certificate of Good Standing from the Ohio Secretary of State for all Organizations that will be involved in the project C) Resumes of owners and/or key managers or partners. In the case of Real Estate development, provide information for the entire development team (developer, architect, contractor, leasing/sales agent, LEED certifications, etc.) D) Names, addresses, photos and a brief description of recent projects completed by the development team of similar type and size to that proposed in this application.
#3	(X) Yes ( ) No	Current Financial Statement or other acceptable third party verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment.
#4	( ) Yes ( ) No	Financial Information: A) Real Estate Projects: Provide spreadsheet of 10 year cash flow projection and list all project assumptions (rent rates, revenue & expense growth, etc). Provide budget that details total project investment (reference Section III of application). These documents may be requested in Excel format.

		2) Current business financial statement (less than 90 days old); 3) Business financial projections for three fiscal years (privately held companies only); 4) Business financial information for the last three fiscal years on affiliate businesses when appropriate.
#5	(X) Yes ( ) No	Sources of Funds: For all sources included in the sources and uses provided in #4 above, please attach documentation: A) Conditional bank commitment and/or term sheet B) List of any additional grant requests pending or committed C) Tax credits allocated or being applied for D) Financing Projections E) Other
#6	(X) Yes ( ) No	Cost Verifications: Cost verifications and/or third party cost estimates. If third-party estimates are not available, explain your methodology for arriving at your project budget. Please include: A) Purchase agreements for any acquisitions B) Contractor Estimates or bids for new construction and/or rehabilitation C) Architectural Contract D) Other
#7	( ) Yes ( ) No	Environmental Site Assessments: Summary Review / Statement of Phase I & Phase II ESA results
#8	(X) Yes ( ) No	Market Information: A) Summary of appraisal, market study, Real Estate comps and industry information with sources. B) Include a copy of any third-party or in-house market analysis completed for the preparation of financial projection assumptions (sales or lease prices, absorption and capture rates, vacancy rates, expense escalators, etc.).
#9	(X) Yes ( ) No	Copy of proposed construction plans/renderings etc.
#10	( ) Yes ( ) No	Proposed Project Timeline: Anticipated milestones – Please provide in Gantt format if available.
#11	( ) Yes ( ) No	Legal Description of the Property Involved: This may include a survey as well as a written legal.
#12	(X) Yes ( ) No	If this project is seeking LEED or Living Building Challenge (Full, Net Zero, or Petal [must include "Energy Petal"]) Certification, provide confirmation of registration
#13	(X) Yes ( ) No	Application Fee ($1,250 made payable to city of Cincinnati and $750 for the Ohio Department of Development)

#14	◯ Yes ◯ No	City Business Disclosure Form
#15	◯ Yes ◯ No	SBE Utilization Plan
#16	◯ Yes ◯ No	Balanced Development Application

city of CINCINNATI
Interdepartment Correspondence Sheet

March 20, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202400897

Subject: Cincinnati Property Tax Relief

REFERENCE DOCUMENT #202400736

On March 13, 2024, the Council referred the following for a report:

> **MOTION**, submitted by Councilmember Jeffreys, **WE MOVE** that a task force be created to make short, medium and long-term policy recommendations on how the City can provide relief to residents that are tax burdened by the recent spike in property taxes. **WE FURTHER MOVE** that this task force include members from HOME, LISC, the Realtists, Legal Aid, the Urban League, the National Appraiser Bias Task Force, the Greater Cincinnati Northern Kentucky Apartment Association, Community Action Agency, the City of Cincinnati, and the Hamilton County Auditor & Treasurer as well as effected homeowners and other subject matter experts. **WE FURTHER MOVE** that the Administration continue to hold the $50 million in reserves that is being held in the event the Schaad v. Alder case is overturned. These funds should be held until this task force can make recommendations for property tax relief. If Schaad v. Alder is overturned, then those reserves should be leveraged for their original intent.

The purpose of this report is to respond to Councilmember Jeffreys' motion regarding the proposed creation of a task force to produce policy recommendations relating to increased property taxes.

As a threshold matter, reference is made to the report previously produced by the Administration capturing the recommendations and responses to the extensive work of the Property Tax Working Group on this issue. The report was issued in September 2021 and is available as Item 202102393.

The motion indicates an interest in policy recommendations related to the recent spike in property taxes. The effective tax rate for residential properties in fact dropped significantly from 2023 to 2024 (76.87 mills for taxes paid in 2023 to 69.30 mills for taxes paid in 2024). A similar decrease in tax rate occurred for commercial properties (90.56 mills for taxes paid in 2023 to 82.07 mills for taxes paid in 2024). Therefore, the majority of any tax increase recently experienced by a property owner was likely due to increased property valuations resulting from the 2023 reappraisal process, a state-required process completed by the

Hamilton County Auditor. Therefore, the Administration recommends that policy research focus on the driving factors behind valuation increases.

The motion further discusses the potential utilization of up to $50 million of the City's financial reserves to provide property tax relief. This suggestion raises grave concerns for the Administration. First, the $50 million is part of the City's overall cumulative financial reserves—a critical factor in maintaining the City's credit rating. Though the identified portion of the reserves was part of planning for an unfavorable outcome in the Schaad v. Alder case, those funds are still an important part of the City's overall reserve levels and financial health. That is true regardless of the outcome of the litigation. Further, though a favorable decision was recently issued in that litigation, the appeal window for that decision has not yet expired. Finally, though temporarily supported by American Rescue Plan funds, the City is still experiencing an operating deficit, has overall high debt levels, and has an unfunded pension obligation of over $700 million. Any discussion on this issue, whether relating to utilization of reserves or changes to the City's property tax rate, must incorporate the context of the City's overall financial health and operational impacts.

The task force, as proposed, will be considered a public body and subject to associated legal requirements under state law, including open meetings requirements. The Administration does not have the capacity at this time to oversee and manage such a project, so if pursued by Council this task force will need to be overseen by one or more Councilmembers and their staff. We recommend tight coordination with the Law Department to ensure that all legal requirements are followed.

cc: William Weber, Assistant City Manager

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

202400898

From: Sheryl M. M. Long, City Manager

Subject: RESOLUTION OF NECESSITY FOR GROUP 1 RESIDENTIAL STREET LIGHTING (2023-2026)

Attached is a legislative resolution captioned as follows:

> DECLARING the necessity of assessing properties in Lighting Group 1 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2023.

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

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

The lighting for Group 1 consists of 871 streetlights of various types and wattages installed on boulevard poles. The estimated total assessment for Group 1 is $371,947.24 for the three-year assessment period. The City pays for a portion of the total street lighting costs that is relatively equivalent to what is normally provided from City funds on non-assessed streets. This lighting credit, the city's share of the cost of this lighting, for Group 1 varies from $0.33 to $2.00 per foot for the period and is determined by the street classification. On streets that have both standard lighting and special lighting, a 2% credit to the total operating and maintenance costs is applied instead. The City also pays the assessments associated with lighting intersections and city, federal, and state property contained within an assessment district.

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

1. A Resolution of Necessity is prepared by the Law Department and submitted for passage.

2. After Council passes the Resolution of Necessity, all property owners who will be assessed more than $500.00 for the three-year period are notified and given an opportunity to object to the proposed assessment.
3. After all objections to the proposed assessment have been addressed, an Ordinance Determining to Proceed is prepared by the Law Department and submitted for passage.
4. Immediately following the Ordinance Determining to Proceed, an Assessing Ordinance is prepared and submitted.

The Administration recommends the passage of the attached legislative resolution.

Attachment I – Lighting Assessment Estimates

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

Legislative Resolution

RESOLUTION NO. _____ - 2024

DECLARING the necessity of assessing properties in Lighting Group 1 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2023.

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

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

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

Section 1. That it is hereby declared necessary and conducive to the public health, safety, convenience, and general welfare to assess properties that benefit from special street lighting in Lighting Group 1 on the streets set forth in Attachment A attached hereto, which assessments shall be for such properties' share of the cost of such lighting during the three-year period commencing on August 1, 2023.

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

Section 3. That the City of Cincinnati shall pay from $0.33 to $2.00 per front foot for the City's share of the cost of the special lighting subject to the proposed assessment, depending on the street classification, which is equivalent to the estimated cost of lighting the streets to standard-level street lighting and is greater than two percent of the total cost of the special street lighting.

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

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

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

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

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

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

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

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

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
1	ANDINA AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	18	$0.56	$7,450.14
2	AVONLEA AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	19	$0.57	$7,887.58
3	BAYARD AVENUE	from the north line of Erie Avenue to the south line of Victoria Avenue	18	$0.56	$7,582.01
4	BEAVERTON AVENUE	from the west line of Parkdale Avenue to approx. 487.41' west of west line of Elmshade Avenue	11	$0.65	$4,743.81
5	BEECHVIEW CIRCLE	Beechview from the south line of Montgomery Road to Rogers Park Place & Rogers Park Pl from the south line of Montgomery Road to the south line of Beech View Subdivision	14	$0.56	$5,895.17
6	BELLA VISTA	from the east line of Reading Road to its east terminus	6	$0.74	$2,628.84
7	BELLEWOOD AVENUE	from the west line of Ridge Avenue to the east line of Lester Road	9	$0.59	$3,817.49
8	BERKLEY AVENUE	from the west line of Rhode Island Avenue to the east line of Reading Road	19	$0.57	$8,026.81
9	CASTELTON PLACE	from 140' south of the south line of Northwood Drive to its north terminus	8	$0.64	$3,440.64
10	CATALINA AVENUE	from the west line of Rhode Island Avenue to its west terminus	22	$0.67	$9,520.05
11	CHALFONTE PLACE	from the west line of Reading Road to its west terminus	6	$0.61	$2,562.63
12	CHEYENNE DRIVE	from the south line of Towanda Terrace to the west line of Maketewah View Subdivision	7	$0.60	$2,925.21
13	CLIFTON AVENUE	E.S. from the south line of M. L. King Drive to 855' south of the south line of Ludlow Avenue. W.S. from the north line of Mc Millian Street to the south line of Dixmyth	64	$1.47	$31,591.30
14	CLIFTON AVENUE	from the south line of Ludlow Ave.: to 855' south of the south line of Ludlow Avenue E.S. the south line of Dixmyth Avenue W.S.	15	$1.24	$6,414.78
15	CLIFTON AVENUE	from the north line of Ludlow Avenue to the south line of Lafayette Avenue	39	$0.47	$13,382.12
16	CORONADO AVENUE	from the north line of Zula Avenue to the south line of Cleves Pike	17	$0.79	$7,512.27
17	CORVALLIS AVENUE	from the west line of Parkdale Avenue to approx. 466.92' west of the west line of Elmshade Avenue	11	$0.60	$4,679.90
18	COVEDALE AVENUE	from the north line of Cleves Pike to the south line of Sidney Road	15	$0.63	$6,426.54
19	EILEEN DRIVE	from the north line of Madison Road to the south line of Markbrite Avenue	10	$0.66	$4,321.03

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
20	EPWORTH AVENUE	from the north line of Werk Road to the south line of Ramona Avenue	9	$0.78	$3,974.94
21	EUGENIE LANE	from the east line of Werk Road to the west line of LaFeuille Avenue	11	$0.60	$4,596.52
22	FAR HILLS DRIVE	Michigan Avenue, south and around Michigan Avenue	10	$0.56	$4,131.91
23	FENMORE DRIVE	from the west line of Paddock Road to the east line of Coad Drive	6	$0.74	$2,632.73
24	GARDEN LANE	from the west line of Rhode Island Avenue to the west terminus	14	$0.54	$5,791.98
25	GRAFTON AVENUE	from the north line of Dale Road to the north line of 5438 Grafton Avenue	14	$0.58	$5,919.29
26	GREENLAND PLACE	from the north line of Northwood Drive to 163 feet south of the south line of Miramar Court	6	$0.64	$2,577.79
27	HANSFORD PLACE	from the south line of Harrison Ave to the south terminus	8	$0.68	$3,464.93
28	HAYWARD AVENUE	from the south line of Principio Avenue to the north line of Arnold Street	12	$0.67	$5,196.67
29	JOHNSTONE PLACE	from the south line of Madison Road to the south terminus	8	$0.63	$3,429.55
30	KELLYWOOD AVENUE	from the north line of Guerley Road to the north terminus	10	$0.62	$4,281.40
31	KENOVA AVENUE	from the west line of Reading Road to a point approximately 1500' west of Reading Road	13	$0.61	$5,551.46
32	LACONIA AVENUE	from the north line of Dale Road to the north terminus	13	$0.58	$5,507.22
33	LAKELAND AVENUE	from the west line of Parkdale Avenue to approximately 505.08 feet west of Elmshade Avenue	9	$0.58	$3,813.85
34	LARRY AVENUE	from the east line of Hamilton Avenue to the east terminus	9	$0.63	$3,860.42
35	LAWN AVENUE	from the west line of Rhode Island Avenue to the west terminus	16	$0.56	$6,745.57
36	LILLIAN DRIVE	from the north line of Dale Road to the north terminus	10	$0.60	$4,258.33
37	LUDLOW AVENUE	from the south line of LaFayette Avenue to the west line of Whitfield Avenue	37	$0.63	$13,833.40
38	MANOR HILL DRIVE	from the north line of Ludlow Avenue to the north terminus	8	$0.50	$3,240.94
39	MARLINGTON AVENUE	from the east line of Westgate Avenue to the west line of Middlebrook Avenue from the south line of Marlington Avenue to the north line of Downing Avenue. Westgate Ave from the south line of Marlington to the north line of Downing.	10	$0.74	$4,382.44
40	SOUTH CLEROSE CIRCLE	from the east line of Rosemont Avenue to the east line of Rosemont Avenue	12	$0.64	$5,152.61

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
41	NORTHAMPTON DRIVE	from the east line of Reading Road to the east terminus	5	$0.63	$2,144.82
42	NORTHCUTT AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	19	$0.59	$7,971.33
43	NORTHWOOD DRIVE	from 150 feet west of Reading Road to the east line of Castleton Place	11	$0.59	$4,675.56
44	ORCHARD LANE	the north line of Montgomery Road to approx. 1800' north of Montgomery Road	14	$0.56	$5,897.31
45	PORTSMOUTH AVENUE	the east line of Paxton Avenue to Victoria Ln/ and Victoria Ln to the the north line of Victoria Avenue	26	$0.64	$11,164.67
46	RAWSON WOODS LANE	from the west line of Middleton Avenue to the west terminus And Rawson Woods Circle.	7	$0.27	$2,500.55
47	RAYMAR DRIVE	from the south line of Victoria Avenue to Raymar Blvd and Raymar Blvd from the south line of Victoria Ave to the north line of Erie Avenue	24	$0.72	$10,478.48
48	ROBINWOOD AVENUE	from the west terminus to Hurley Ave and Hurley Ave from the north line of Kenova & the to west line of Scottwood to Robinwood Ave	13	$0.69	$5,652.68
49	ROOKWOOD DRIVE	Rookwood Drive- from the north line of Grandin Road to Rookwood Place. Rookwood Place- from Rookwood Drive to E. Rookwood Drive. E. Rookwood Drive- from the west line of Edwards Road to Rookwood Lane. Rookwood Lane- from Rookwood Drive to the east terminus. S. Rookwood Drive-from Rookwood Drive to E. Rookwood Drive.	30	$0.59	$12,732.14
50	ROSECLIFF AVENUE	from from the west line of Reading Road to the east line of Parkdale Avenue	4	$0.45	$1,616.65
51	SCHULTE DRIVE	from the south line of Carnation Park Subdivision on Schulte Dr to the east terminus	10	$0.67	$4,322.82
52	SCOTTWOOD AVENUE	from from the south line of Shenandoah Avenue to the north line of Kenova Avenue	10	$0.42	$4,000.59
53	SHENANDOAH AVENUE	from from the west line of Reading Road to approximately 446.09' west of Elmshade Avenue	18	$0.63	$7,716.75
54	STRATFORD AVENUE	from the south line of Probasco Street to 400' south of the south line of Joselin Ave.	8	$0.62	$3,423.75
55	STRATFORD PLACE	from the east line of Paddock Road northeast to the northeast terminus	4	$0.63	$1,716.89

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
56	SUNCREST DRIVE	from the west line of Herschel Avenue to the north line of Griest Avenue	9	$0.59	$3,820.60
57	TOWANDA TERRACE	from the west line of Paddock Road to the west line of Maketwah View Subdivision	10	$0.74	$4,311.02
58	VICTORIA AVENUE	from the east line of Paxton Road to the west line of Erie Avenue	27	$0.83	$12,009.90
59	WARWICK AVENUE	from the south line of Mitchell Avenue to the north line of Clinton Springs Avenue	11	$0.62	$4,623.87
60	WERKASTLE LANE	from the east line of Werk Road to the west line of Eugenie Lane	8	$0.60	$3,347.05
61	YORKSHIRE PLACE	from the north line of Northwood Drive to the north terminus	7	$0.77	$3,082.72
62	U OF C	East side of Clifton Calhoun to M. L. King	23	$1.79	$11,584.82
		Count of Assemblies	871	Total Assessment:	$371,947.24

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

202400899

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 1514086
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD
SAWYER POINT SMALE
DBA: NONE LISTED
100 W MEHRING TO PETE ROSE WAY TO
909 RIVERSIDE DR
CINCINNATI OH 45202

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

On February 23, 2024, the Downtown Residents Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 12, 2024

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

202400900

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 14934050002
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD KROHN CONSERVATORY
DBA: NONE LISTED
1501 EDEN PARK DR
CINCINNATI OH 45202

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

On February 23, 2024, Mt. Adams Civic Association was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 12, 2024

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

202400901

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 1493409
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD FRIENDSHIP PAVILION
DBA: NONE LISTED
1135 RIVERSIDE DR
CINCINNATI OH 45202

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

On February 23, 2024, Downtown Residents Council Association was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 12, 2024

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

202400902

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 14934010002
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD MT ECHO PAVILION
DBA: NONE LISTED
381 ELBERON AVE
CINCINNATI OH 45205

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

On February 23, 2024, the East Price Hill Improvement Association was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 12, 2024

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202400903

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 14934080002
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD GIBSON HOUSE
DBA: NONE LISTED
425 OAK ST
CINCINNATI OH 45219

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

On February 23, 2024, the Avondale Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 12, 2024

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 13, 2024

To: Mayor and Members of City Council

202400904

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 14934040002
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD ALMS PAVILION
DBA: NONE LISTED
710 TUSCULUM AVENUE
CINCINNATI OH 45226

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

On February 16, 2024, the Columbia Tusculum Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 5, 2024

Interdepartmental Correspondence Sheet

Date: March 20, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – TEMP**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 14934020002
PERMIT TYPE: TEMP
CLASS: F8
NAME: CINCINNATI PARK BOARD FRENCH PARK
DBA: NONE LISTED
3012 SECTION RD
CINCINNATI OH 45237

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

On February 26, 2024, Pleasant Ridge Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 12, 2024

2024008603

Clerk of Council
801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

$25.00 FILING FEE

LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council within ten (10) days of engagement. Please read instructions and review Section 112-5 prior to filing. There is a $25.00 fee for this filing. *Check or money order only made payable to "Clerk of Council".* Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days) the form may be obtained from Clerk. **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.**

A. LEGISLATIVE AGENT INFORMATION

1. Full Name Melissa Saladonis
2. Occupation Government Relaltions
3. Title/Position Vice President, Government Relations
4. Business Address 3333 Burnet Avenue
   Street / Suite Number
   Cincinnati / OH / 45229-3026
   City / State / Zip(+4)
5. Telephone Number (513) 636-1853
6. Date of Engagement as Legislative Agent 2/01/2024

B. EMPLOYER INFORMATION

1. Full name of company or organization Cincinnati Children's Hospital Medical Center
2. Type of Industry Medical
3. Business Address 3333 Burnet Avenue
   Street / Suite Number
   Cincinnati / OH / 45229-3026
   City / State / Zip(+4)

C. BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.

Child Health, Healthcare, Health and Human Services

D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

____Agriculture	____Environment	____Real Estate/Housing
____Alcohol/Tobacco	____Financial Institutions/Consumer Finance	____Retail and Commercial
____Arts/Entertainment	X Medical/Hospitals/Health Care	____Service Business
____Communications/Media	____Insurance	X Social Svs./Human Svs.
____Contractors/Construction	____Labor/Labor Organizations	____Science and Technology
____County/Local Government	____Legal	____State Employees
____Education	____Manufacturer	____State Government
____Energy/Utilities	____Public Interest	____Transportation

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFY THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Melissa Saladonis
Type or Print Name of Legislative Agent

Melissa Saladonis
Signature of Legislative Agent

2/15/2024
Date

Robert A. Carpenter
Type or Print Name of Persons Signing for Employer

BY: Robert A. Carpenter
Signature for Employer

Interim Chief Legal Officer
Title

2.15.24
Date

Clerk of Council
801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

$25.00 FILING FEE

LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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A. LEGISLATIVE AGENT INFORMATION

1. Full Name Lisa Amlung
2. Occupation Government Relaltions
3. Title/Position Senior Analyst, Government Relations
4. Business Address 3333 Burnet Avenue
   Street — Suite Number
   Cincinnati — OH — 45229-3026
   City — State — Zip(+4)
5. Telephone Number (513) 803-4884
6. Date of Engagement as Legislative Agent 2/01/2024

B. EMPLOYER INFORMATION

1. Full name of company or organization Cincinnati Children's Hospital Medical Center
2. Type of Industry Medical
3. Business Address 3333 Burnet Avenue
   Street — Suite Number
   Cincinnati — OH — 45229-3026
   City — State — Zip(+4)

C. BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.

Child Health, Healthcare, Health and Human Services

D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

____Agriculture	____Environment	____Real Estate/Housing
____Alcohol/Tobacco	____Financial Institutions/Consumer Finance	____Retail and Commercial
____Arts/Entertainment	X Medical/Hospitals/Health Care	____Service Business
____Communications/Media	____Insurance	X Social Svs./Human Svs.
____Contractors/Construction	____Labor/Labor Organizations	____Science and Technology
____County/Local Government	____Legal	____State Employees
____Education	____Manufacturer	____State Government
____Energy/Utilities	____Public Interest	____Transportation

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFY THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Lisa Amlung
Type or Print Name of Legislative Agent

Lisa M. Amlung
Signature of Legislative Agent

2/15/2024
Date

Melissa Saladonis
Type or Print Name of Persons Signing for Employer

BY: Melissa Saladonis
Signature for Employer

Vice President, Government Relations
Title

2/15/2024
Date

2024 00805

Clerk of Council
801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

$25.00 FILING FEE

LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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A. LEGISLATIVE AGENT INFORMATION

1. Full Name Krista Maier
2. Occupation Government Relaitions
3. Title/Position Senior Analyst, Government Relations
4. Business Address 3333 Burnet Avenue
   Street / Suite Number
   Cincinnati / OH / 45229-3026
   City / State / Zip(+4)
5. Telephone Number (513) 517-0389
6. Date of Engagement as Legislative Agent 2/01/2024

B. EMPLOYER INFORMATION

1. Full name of company or organization Cincinnati Children's Hospital Medical Center
2. Type of Industry Medical
3. Business Address 3333 Burnet Avenue
   Street / Suite Number
   Cincinnati / OH / 45229-3026
   City / State / Zip(+4)

C. BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.

Child Health, Healthcare, Health and Human Services

D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

____Agriculture	____Environment	X Real Estate/Housing
____Alcohol/Tobacco	____Financial Institutions/Consumer Finance	____Retail and Commercial
____Arts/Entertainment	X Medical/Hospitals/Health Care	____Service Business
____Communications/Media	____Insurance	X Social Svs./Human Svs.
____Contractors/Construction	____Labor/Labor Organizations	____Science and Technology
____County/Local Government	____Legal	____State Employees
X Education	____Manufacturer	____State Government
____Energy/Utilities	____Public Interest	____Transportation

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFY THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Krista Maier
Type or Print Name of Legislative Agent

Signature of Legislative Agent

2/15/2024
Date

Melissa Saladonis
Type or Print Name of Persons Signing for Employer

BY: Melissa Saladonis
Signature for Employer

Vice President, Government Relations
Title

2/15/2024
Date

city of CINCINNATI
Interdepartment Correspondence Sheet

March 13, 2024

To: Mayor and Members of City Council

202400818

From: Sheryl M. M. Long, City Manager

Subject: **Finance and Budget Monitoring Report for the Period Ending December 31, 2023**

The purpose of this report is to provide the City Council with the status of the City's Fiscal Year (FY) 2024 financial and operating budget conditions as of December 31, 2023, to note any significant variances, identify potential budget issues, and provide recommendations. The report is divided into two sections: revenues and expenditures. Various supplemental reports are attached to reflect forecasted revenue, actual revenue, expenditures, and commitments through December 31, 2023.

The following Citywide issues may impact the General Fund 050, Special Revenue Funds, and Enterprise Funds.

1. General Fund revenues are greater than projected by $21.0 million through the end of December. However, this report highlights increased potential expenditure needs in the amount of $6.5 million.

2. Overtime in the Cincinnati Fire Department (CFD) and the Cincinnati Police Department (CPD) is currently outpacing the budget. In CFD, the increased overtime is primarily driven by the increased attrition experienced over the past several years. The department is required to use overtime to backfill the vacant positions. Overtime trended lower in December, which is partially attributable to the graduation and deployment of Recruit Class #121. However, the CFD continues to project a need of up to $2.7 million by fiscal year end due to increased overtime. In CPD, the increased overtime is primarily due to Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events such as Oktoberfest Zinzinnati, FC Cincinnati soccer games, and Cincinnati Bengals home football games. If overtime trends do not curtail, CPD projects a need of up to $2.8 million by fiscal year end due to increased overtime.

3. The Approved FY 2024 Budget includes a 2.0% wage increase for sworn International Association of Fire Fighters (IAFF) employees and sworn Fraternal Order of Police (FOP) employees. The collective bargaining

agreement with IAFF expired in December 2023 and negotiations will begin shortly. Negotiations with the FOP are expected to begin closer to their contract's expiration date in May 2024. Any agreements that exceed budgeted wage increase amounts, or any agreements that provide additional wage item increases, may result in a budget deficit. If necessary, supplemental appropriations may be required.

4. The Parking Meter Fund continues to face a structural imbalance with expenditures budgeted to exceed revenues. The City Administration is currently exploring opportunities for revenue enhancements and expense efficiencies, which may improve the fund's outlook. The fund will be monitored closely to ensure a positive fund balance is maintained.

5. The lasting impacts of the COVID-19 pandemic continue to impact supply chains. While fleet acquisition has improved over the last year, it still has not returned to pre-pandemic levels due to the shortage of vehicle parts and semiconductor chips. Fleet repairs continue to be difficult and more expensive in certain cases. Compounded with the delays in acquisition, Fleet Services may experience increased repair costs as older vehicles will remain in service for a longer than anticipated period. These issues will be monitored closely for budgetary and operational impacts.

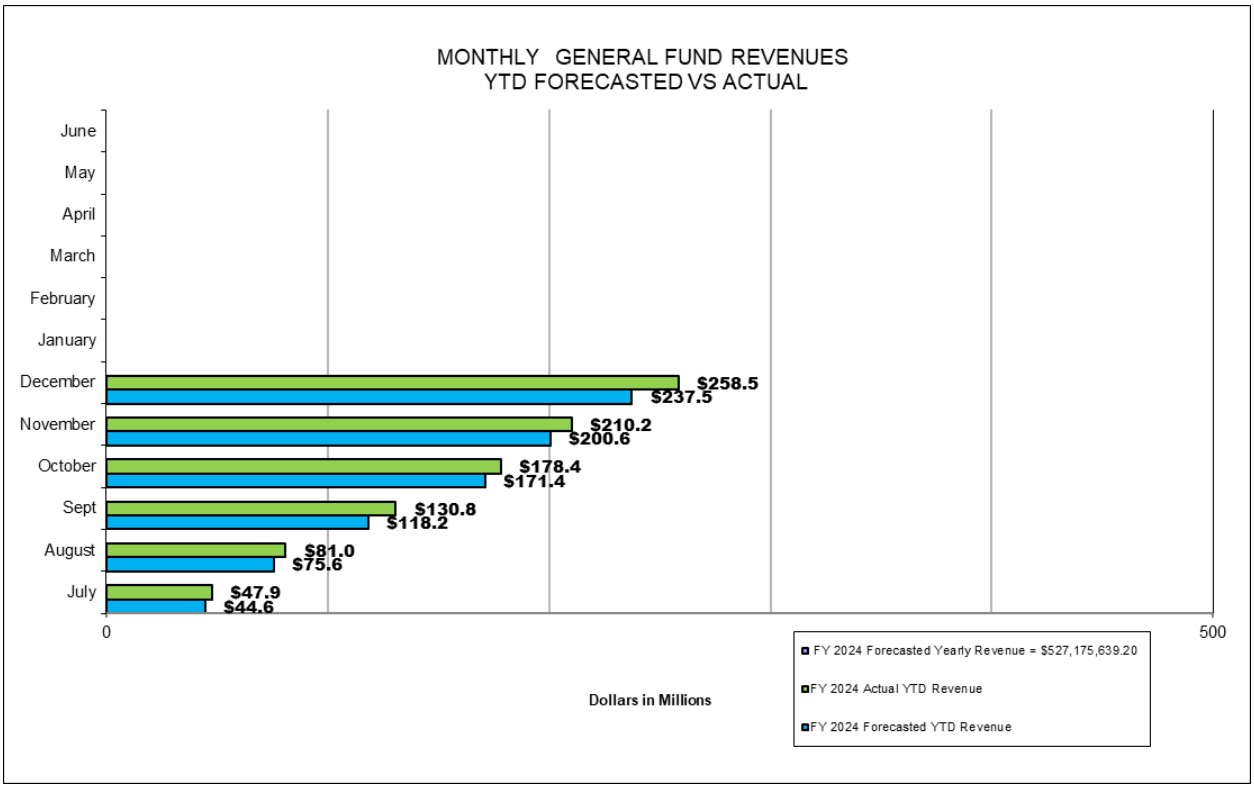
REVENUE

The following report provides an update on the City of Cincinnati's financial condition as of the month ending December 31, 2023. Variances are based on current year estimates and prior year activity in attached schedules.

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

I. GENERAL FUND 050

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through December 31, 2023, and shows that actual revenue of $258.5 million was above forecasted revenue of $237.5 million by $21 million.



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

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax		($954,293)
City Income Tax	11,240,578	
Admissions Tax	2,409,813	
Short Term Rental Excise Tax	482,297	
Licenses & Permits		($1,504,827)
Fines, Forfeitures, & Penalties		($1,133,044)
Investment Income	6,362,875	
Local Government	448,518	
Casino	163,074	
Police	1,335,510	
Buildings and Inspections		($313,282)
Fire	614,589	
Parking Meter	45	
Other	1,880,640	
	24,937,939	($3,905,446)
Difference	21,032,493	

General Fund (favorable variance) is $21 million above the amount forecasted through December in the FY 2024 Budget. This is the sixth month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

1. **Property Tax (unfavorable variance) is $954k** below estimate due to the decrease in property values for this half. The millage for the second half is set at a higher rate and values were increased by the County Auditor, which will offset this unfavorable variance. It is anticipated that Property Tax revenue will exceed target at year end. This is a semi-annual payment. The second payment will be received in late spring.

2. **Income Tax (favorable variance) is $11.2 million** above the forecasted amount. Income Tax revenue was not projected to increase in FY 2024; however, in the first quarter there was a slight increase in withholdings and some higher than projected net profits for companies. The Finance Department will continue to closely monitor this category.

3. **Admission Tax (favorable variance) is $2.4 million** above estimate. Revenue from summer concerts and larger attendance for baseball games contributed to the positive variance in this category.

4. **Licenses & Permits (unfavorable variance) is $1.5 million** below the forecasted amount. General Building and HVAC permits are trending lower than estimated. The Finance Department will work with the Building and Inspections Department to monitor these categories in the coming months.

5. **Fines, Forfeitures and Penalties (unfavorable variance) is down $1.1 million.** Parking fine collections are still below estimates.

6. **Investment Income (favorable variance) is $6.4 million** above the forecasted amount. A stronger than expected economy and unpredicted Federal Reserve rate hikes in late 2023 have resulted in higher interest earnings than originally estimated.

7. **Police (favorable variance) is up $1.3 million.** A backlog of impounded vehicles was released for sale, there has been an increase in details, and a large payment from prior year charges was received this year. These events were not factored into the current year estimates so this category should finish the year ahead of forecast.

8. **Fire (favorable variance) is $615k** above the forecasted amount. An above average number of runs are being performed by the Fire Department resulting in this variance.

9. **Other (unfavorable variance) is $1.9 million** below forecast. Due to the large number of revenue sources in this category and their fluctuations, the Finance Department will monitor these closely.

II. RESTRICTED FUNDS

A. Community Health Centers (unfavorable variance) is $2.7 million below the forecasted amount. This variance is due to timing of the Medicaid reimbursement from the federal government. Once the payment is received the variance should level out and this fund should be on target for the fiscal year.

EXPENDITURES

The following provides an update on the City of Cincinnati's operating budget position as of the month ending December 31, 2023. The attached Fund Summary Report provides the current budget, expenditures, and commitments of each appropriated fund. This report is presented on a year-to-date basis.

I. GENERAL FUND 050

As shown on the attached report, total expenditures are 44.3% of budget, and commitments are 49.8% of budget in the General Fund 050 as compared to the estimated period ending December 31, 2023, or 50% of the fiscal year. "Non-personnel expenses" are trending higher at 61.2% committed year to date due to encumbering twelve months of expenditures for certain commodities such as gas and electric costs, contractual services, and materials and supplies. This is not unusual for this reporting period.

The majority of departments have indicated their FY 2024 General Fund 050 appropriation will meet their budgetary needs through the end of the fiscal year. However, budget transfers may be necessary to move funds from divisions and programs with savings to others within the respective departments that have budget needs. These transfers will be included in the Final Adjustment Ordinance (FAO), which will be presented to the City Council in May 2024.

A. Budget Savings Identified

As of December 31, 2023, no General Fund 050 departments are projecting savings at the end of FY 2024. Any savings identified will be available to support budget needs in other departments and programs as necessary. Interdepartmental transfers of funds from one department to another will be included in the FAO as appropriate.

B. Budget Needs Identified

Based on current expenditure projections, the following General Fund 050 departments are forecasting a budget need in FY 2024. The departments have been advised to manage their appropriated resources so that supplemental appropriations will not be required. However, the Administration will continue to closely monitor this department in the coming months and work with them to mitigate the need for supplemental appropriations. As appropriate, any remaining budget needs will be addressed within the FAO.

1. **Cincinnati Police Department ($2.8 million)**
   The Cincinnati Police Department (CPD) projects a total personnel need of $2.8 million primarily due to overtime. CPD is estimating the total overtime need to be up to $3.4 million, due to increased Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events such as FC Cincinnati and Cincinnati Bengals home games. As the football season ends, overtime spending is expected to decrease as will overtime for FC Cincinnati games until their next season begins in late February. This decrease in public event overtime as well as position vacancy savings may partially offset the personnel need for an estimated net personnel need of $2.8 million. Overtime

spending and lump sum payments will be closely monitored as the fiscal year progresses.

2. **Department of Public Services ($83,000)**
   The Department of Public Services (DPS) is reporting a potential need related to unexpected automotive repairs and increased fuel expenses. Additionally, DPS projects a potential personnel need related to the salary increase to the Buildings and Ground Maintenance Crew Leaders as authorized in Ordinance No. 0328-2023 based on a compensation study conducted by the Department of Human Resources. These needs may be partially offset by personnel savings due to position vacancies. These needs will be monitored closely as the fiscal year progresses.

3. **Cincinnati Fire Department ($3.6 million)**
   The Cincinnati Fire Department (CFD) projects a total need of up to $3.6 million primarily due to overtime. Increased attrition over the past several years has necessitated the use of overtime to backfill vacant positions. Additionally, the department added a new engine company to Westwood Station 35 in November 2022, resulting in additional staffing requirements and associated overtime. CFD recently changed the unit dispatch process to include apparatus GPS relative to the emergency location. This has led to an increase in daily runs performed by the Westwood engine company and the Price Hill engine company. The department plans to run the additional engine until the number of runs performed daily reverts to the mean. Overtime trended lower in December, which is partially attributable to the graduation and deployment of Recruit Class #121. However, the CFD continues to project a personnel need of up to $2.7 million by fiscal year end due to increased overtime. Finally, the department projects a non-personnel need of $0.9 million related to an expanded paramedic training class as well as unbudgeted supplies and materials expenses. Both the department and the Office of Budget and Evaluation will continue to closely monitor staffing trends and overtime needs.

C. Within Budget, Intradepartmental Budget Transfers May Be Needed

Numerous General Fund 050 departments have indicated the ability to manage their resources within their appropriation. However, budget adjustments within their departments may be required. These transfers are referred to as Intradepartmental Budget Transfers. Unless noted otherwise, these Intradepartmental Budget Transfers will be included in the FAO, which will be presented to the City Council for approval in May 2024.

1. **Clerk of Council**
   The Clerk of Council's Office projects a potential non-personnel need. Three charter amendments were on the November general election ballot, and the

amendments were legally required to be advertised in *The Enquirer* newspaper for a cost of $25,000. This need may be addressed either by the Election Expense non-departmental account or through the Final Adjustment Ordinance (FAO) if necessary. Additionally, the Clerk's Office may pursue temporary staffing. Any resulting budgetary needs can be offset with personnel and fringe benefit savings.

2. Enterprise Technology Solutions

The Department of Enterprise Technology Solutions projects no budget savings or need at this time, pending reimbursement processing.

3. City Manager's Office

The City Manager's Office projects no budget savings or need at this time. However, personnel and fringe benefits are trending high. Additionally, potential needs may arise from costs associated with a collaborative agreement consultant, temporary personnel services, as well as the filling of various previously vacant positions. These costs will be monitored closely.

4. City Manager's Office: Office of Budget and Evaluation

The Office of Budget and Evaluation projects no budget savings or need at this time, pending reimbursement processing.

5. City Manager's Office: Emergency Communications Center

The Emergency Communications Center (ECC) projects no budget savings or need at this time. Increased software expenditures are being closely monitored as the fiscal year progresses. Software needs may be addressed by the Enterprise Software and Licenses non-departmental account or through the Final Adjustment Ordinance (FAO) if necessary.

6. City Manager's Office: Office of Environment and Sustainability

The Office of Environment and Sustainability projects no budget savings or need at this time. However, the recycling budget typically faces shortfalls. This will be monitored closely.

7. City Manager's Office: Office of Procurement

The Office of Procurement projects no budget savings or need at this time, pending reimbursement processing.

8. City Manager's Office: Office of Performance and Data Analytics

The Office of Performance and Data Analytics (OPDA) projects potential personnel savings, which will be monitored. No savings or needs are anticipated in the non-personnel budget.

9. City Manager's Office: Internal Audit

Internal Audit projects a possible personnel savings, which will be monitored.

10. **Department of Law**
The Department of Law projects a possible personnel need related to an accounting correction to capture certain transactions as revenue rather than credits to expense. Any personnel needs are expected to be offset with greater than estimated revenue.

11. **Department of Human Resources**
The Department of Human Resources projects a potential contractual services savings, which would be used to purchase and install new cubicles.

12. **Department of Finance**
The Department of Finance projects a potential fringe benefit need in the Office of the Director. This need may be offset by personnel savings in other agencies. Transfers in the Final Adjustment Ordinance (FAO) may be required.

13. **Department of Community and Economic Development**
The Department of Community and Economic Development (DCED) projects a non-personnel need of $60,000 due to annual operating expenses for the former Saks Fifth Avenue building. Additionally, the department reports a reduction in planned reimbursements from certain Community Development Block Grant (CDBG) projects, which would cause a personnel need in the Director's Office and Administration Division. However, these needs can be offset by re-allocating staff time to other CDBG and HOME Investment Partnerships Program reimbursable eligible projects. By fiscal year end, there may be personnel savings in the Housing Division and the Economic Development Division. Transfers between agencies may be required as part of the Final Adjustment Ordinance.

14. **Department of City Planning and Engagement**
The Department of City Planning and Engagement projects a potential personnel savings due to multiple position vacancies. This will offset a need in non-personnel expenses related to increased engagement activities.

15. **Citizen Complaint Authority**
The Citizen Complaint Authority (CCA) projects a possible non-personnel need related to training and vehicle repair. However, these needs can be offset by savings in personnel resulting from position vacancies.

16. **Cincinnati Recreation Commission**
The Cincinnati Recreation Commission projects no budget savings or need at this time. However, the Aquatics Pay and Recruitment Bonus Plan was in place for the summer 2023 season and is expected to generate a General Fund need of up to $1.5 million in the Athletics Agency. However, this need is expected to be offset by savings in other agencies. If savings do not materialize, a supplemental

appropriation may be required. The department has several reimbursements that will be processed in the coming months.

17. Cincinnati Parks Department

The Parks Department is behind on reimbursement processing due to staffing changes. The Parks Department is expected to have no budget savings or need by year end once reimbursement processing is complete.

18. Department of Buildings and Inspections

The Department of Buildings and Inspections projects no budget savings or need at this time. Personnel is currently trending below expectations due to position vacancies and reimbursement processing. However, the department is in the process of onboarding a new class of inspectors as well as other administrative staff, which should bring personnel spending more in line with expectations.

19. Department of Transportation and Engineering

The Department of Transportation and Engineering projects potential personnel savings, which will be used to offset projected contractual services needs in the Traffic Engineering Division.

20. Department of Economic Inclusion

The Department of Economic Inclusion projects potential personnel savings due to position vacancies.

21. Non-Departmental Accounts

The Judgments Against the City account is currently 99.2% committed. Depending on future judgments or settlements, additional resources may be required. Additionally, a need of $13,000 is reported in the Public Employees Assistance Program (PEAP) account. This need can be offset by savings in other non-departmental accounts.

II. ENTERPRISE FUNDS

Enterprise Funds account for any activity for which a fee is charged to external users for goods or services. If an activity's principal revenue source meets any one of the following criteria, it is required to be reported as an enterprise fund: (1) an activity financed with debt that is secured solely by pledge of the net revenues from fees and charges for the activity; (2) laws or regulations which require that the activity's costs of providing services, including capital costs, be recovered with fees and charges, rather than with taxes or similar revenues; or (3) pricing policies which establish fees and charges designed to recover the activity's costs.

A. Water Works Fund 101

Water Works Fund 101 is 40.2% expended year to date. The Greater Cincinnati Water Works (GCWW) projects no budget savings or need at this time. The Division of Distribution projects a possible overtime need, which can be offset by other personnel savings within the agency. The Division of Business Services projects a possible contractual services need, which can be offset with non-personnel savings in the Division of Water Quality and Treatment. Transfers between agencies may be required as part of the Final Adjustment Ordinance.

B. Parking System Facilities Fund 102

Parking System Facilities Fund 102 includes the budget for off-street parking enterprises, including garages. Fund 102 is currently 31.4% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects a small savings in personnel, fringe benefits, and materials and supplies.

C. Duke Energy Convention Center Fund 103

Duke Energy Convention Center Fund 103 is 45.9% expended year to date. The Finance Department projects no savings or need at this time.

D. General Aviation Fund 104

General Aviation Fund 104 is 32.8% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 104 due to position vacancies, which will be monitored.

E. Municipal Golf Fund 105

Municipal Golf Fund 105 is 59.1% expended year to date, which reflects expenses for the calendar year (CY) 2023 golf season. Water utility expenses are greater than expected due to the dry summer season. Additionally, petroleum and contractual services expenses exceed estimates due to an increased number of golf rounds played. The Cincinnati Recreation Commission projects no budget savings or need at this time, but non-personnel expenses will be monitored.

F. Stormwater Management Fund 107

Stormwater Management Fund 107 provides resources to various City departments. The major recipient of resources from this fund is the Stormwater Management Utility (SMU). The Department of Public Services, the Parks Department, the Office of Environment and Sustainability, the Cincinnati Recreation Commission, and the Department of Buildings and Inspections also receive appropriations from this fund. The Stormwater Management Fund is 37.1% expended year to date. SMU, the Parks Department, and the Cincinnati Recreation Commission project no budget savings or need at this time. The Department of Public Services projects a potential personnel need. The Office of Environment and Sustainability projects a potential non-personnel need related to recycling. The Department of Buildings and Inspections Private Lot Abatement

Program (PLAP) is seeing an abundance of litter and dumping cases. Additional non-personnel resources may be required; however, the department is currently exploring community partnerships for assistance with this work. These needs will be monitored closely. Reduced reimbursements to the General Fund could also generate additional savings to offset the non-personnel need.

III. DEBT SERVICE FUNDS

Debt Service Funds account for the accumulation of resources for, and the payment of, principal and interest on the City's bonds issued in support of governmental activities.

A. Bond Retirement Fund 151

Bond Retirement Fund 151 is 41.8% expended year to date. The Finance Department projects potential savings in contractual services due to only one planned debt issuance and fixed charges related to bond coupons that have not yet been redeemed, which would reduce debt service payments. The Finance Department also projects a potential savings in debt service due to a lower volume of internal notes issued than in prior years.

IV. APPROPRIATED SPECIAL REVENUE FUNDS

Special Revenue Funds account for the proceeds of specific revenue sources (other than trusts for individuals, private organizations, or other governments, or for major capital projects) that are legally restricted to expenditures for specific purposes.

The Office of Budget and Evaluation, in cooperation with various City departments, reviewed appropriated special revenue funds to ensure the Approved FY 2024 Budget remains in balance. Based on expenditures and revenues through December 31, 2023, most special revenue funds are on target with regards to their budget and require no additional appropriations at this time. Any identified issues are highlighted in the narrative summaries provided below. If warranted, budget adjustments will be addressed in the FAO later in the fiscal year.

A. Street Construction, Maintenance & Repair Fund 301

Street Construction, Maintenance & Repair Fund 301 is 34.1% expended year to date. The Department of Public Services anticipates a potential need related to unexpected vehicle repair costs that may be offset by other personnel savings. The Department of Transportation and Engineering projects possible non-personnel savings in the Traffic Engineering Division, which will be used to offset non-personnel needs in the Traffic Services Division as well as in the General Fund.

B. Income Tax-Infrastructure Fund 302

Income Tax-Infrastructure Fund 302 provides resources to several City departments. The Department of Transportation and Engineering is the largest recipient of resources from this fund. The Department of Public Services also receives Income Tax-Infrastructure Fund resources. Fund 302 is 43.0% expended year to date. Due to the projected deficit for this Fund during the FY 2024-2025 Biennial Budget development process, resources for the Department of Law, the Department of Transportation and Engineering (DOTE), and the Department of Public Services (DPS) were significantly reduced. However, since the Income Tax-Infrastructure Fund performed better than expected by the end of FY 2023, and existing fund balance was available to provide additional resources to these departments, a mid-year budget adjustment, Ordinance No. 0406-2023, was approved by the City Council to begin to address the shortfall in the Department of Public Services and the Department of Transportation and Engineering with supplemental appropriations. DOTE currently projects a personnel need due to reduced capital improvement program project reimbursements; however, these needs may be offset with savings in other agencies. DPS anticipates no budget savings or needs at this time. The Department of Law receives a small amount of Income Tax-Infrastructure Fund resources for eligible infrastructure work. Law projects a potential personnel need due to budgeted position vacancy allowance that may not be achievable. The Department of Buildings and Inspections projects no budget savings or need at this time. The Department of Economic Inclusion projects a potential personnel savings due to position vacancies.

C. Parking Meter Fund 303

Parking Meter Fund 303 includes the budget for on-street parking enterprises, including parking meters. Fund 303 is currently 38.6% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects neither an expenditure savings nor a need in the fund, but a projected revenue shortfall would create a structural imbalance in the fund. The City Administration is currently exploring opportunities for revenue enhancements and expense efficiencies to address the structural imbalance. Revenues and expenditures will continue to be monitored closely and budget adjustments may be required to ensure the fund balance remains positive.

D. Municipal Motor Vehicle License Tax Fund 306

Municipal Motor Vehicle License Tax Fund 306 is 33.7% expended year to date. The Department of Public Services anticipates no budget savings or need in this fund. The Department of Transportation and Engineering projects no budget savings or needs, pending reimbursement processing.

E. Sawyer Point Fund 318

Sawyer Point Fund 318 is 27.9% expended year to date. The Parks Department projects no budget savings or need in Fund 318, pending reimbursement processing.

F. Recreation Special Activities Fund 323

Recreation Special Activities Fund 323 is currently 45.2% expended year to date. The Cincinnati Recreation Commission projects no budget savings or need in Fund 323. However, revenues are trending below estimates due to delays in processing cash receipts. The delays are expected to be resolved in January. This fund will be monitored closely.

G. Cincinnati Riverfront Park Fund 329

Cincinnati Riverfront Park Fund 329 is the appropriated fund for Smale Park. Fund 329 is currently 10.6% expended year to date. The Parks Department projects no budget savings or need in Fund 329, pending reimbursement processing.

H. Hazard Abatement Fund 347

Hazard Abatement Fund 347 is 0.1% expended year to date. The Department of Buildings and Inspections projects no budget savings or need at this time.

I. 9-1-1 Cell Phone Fees Fund 364

9-1-1 Cell Phone Fees Fund 364 is the appropriated fund that governs the City portion of state collected revenue from mobile device fees. Fund 364 is currently 8.4% expended year to date. The Emergency Communications Center projects no budget savings or need in Fund 364.

J. Safe and Clean Fund 377

Safe and Clean Fund 377 is the appropriated fund that collects revenue associated with billboard leases. These resources are allocated to Keep Cincinnati Beautiful (KCB) expenditures. The fund is currently 0.0% expended year to date. The Department of Public Services anticipates neither a savings nor a need in this fund.

K. Community Health Center Activities Fund 395

Community Health Center Activities Fund 395 is 41.9% expended year to date. The Cincinnati Health Department (CHD) projects potential personnel savings resulting from position vacancies. This will offset a projected need in non-personnel for temporary staffing services, nursing uniform allowances, and the unbudgeted repair and replacement of equipment. Community Health Center Activities Fund revenue is trending low due to the timing of Medicaid Maximization funds, which should be deposited in the spring.

L. Cincinnati Health District Fund 416

General operational support to the Cincinnati Health Department is provided by Cincinnati Health District Fund 416. This fund is 38.0% expended year to date. The Cincinnati Health Department (CHD) projects potential personnel savings resulting from position vacancies. This will offset a projected need in non-personnel for temporary staffing services, nursing uniform allowances, and unbudgeted repair expenses to clinic sites and other Health Department facilities.

M. Cincinnati Area Geographic Information System (CAGIS) Fund 449

Cincinnati Area Geographic Information System Fund 449 is 37.0% expended year to date. The Office of Performance and Data Analytics projects no budget savings or need at this time.

N. Streetcar Operations Fund 455

Streetcar Operations Fund 455 is 29.3% expended year to date. The Department of Transportation and Engineering projects a net need of $138,000 related to unbudgeted personnel reimbursements and contractual services for utilities and Transdev. These needs are partially offset by a small personnel savings in the Traffic Services Bureau. These needs will be monitored closely.

O. County Law Enforcement Applied Regionally (CLEAR) Fund 457

The CLEAR Fund is 21.7% expended year to date. Enterprise Technology Solutions projects no budget savings or need for FY 2024.

Summary

Through December 31, 2023, major budget issues include overtime needs for both the Fire Department and Police Department, pending labor contracts for the International Association of Fire Fighters (IAFF) employees and Fraternal Order of Police (FOP) employees, the structural imbalance in Parking Meter Fund 303, and lasting impacts from the COVID-19 pandemic related to supply chain issues. Departments have identified possible savings and shortfalls, which will continue to be monitored and updated monthly.

Submitted herewith are the following Office of Budget & Evaluation reports:

1. Fund Summary Report for the month ended December 31, 2023.

Submitted herewith are the following Department of Finance reports:

2. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of December 31, 2023.

3. Audit of the City Treasurer's Report for the month ended November 30, 2023.

4. Statement of Balances in the various funds as of December 31, 2023.

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

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

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 12/31/2023

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
050	General	PERSONNEL SERVICES	296,470,021.00	134,377,075.71	45.3%	65,628.00	134,442,703.71	45.3%	162,027,317.29
		EMPLOYEE BENEFITS	114,417,983.00	58,337,154.52	51.0%	67,943.08	58,405,097.60	51.0%	56,012,885.40
		NON-PERSONNEL EXPENSES	103,513,196.20	35,241,731.08	34.0%	28,156,671.76	63,398,402.84	61.2%	40,114,793.36
		PROPERTIES	20,000.00	.00	0.0%	.00	.00	0.0%	20,000.00
***TOTAL FUND_CD 050**			***514,421,200.20***	***227,955,961.31***	***44.3%***	***28,290,242.84***	***256,246,204.15***	***49.8%***	***258,174,996.05***
101	Water Works	PERSONNEL SERVICES	43,016,640.00	16,427,594.55	38.2%	.00	16,427,594.55	38.2%	26,589,045.45
		EMPLOYEE BENEFITS	17,983,640.00	8,025,648.92	44.6%	.00	8,025,648.92	44.6%	9,957,991.08
		NON-PERSONNEL EXPENSES	64,662,810.00	22,251,343.12	34.4%	21,958,317.70	44,209,660.82	68.4%	20,453,149.18
		DEBT SERVICE	47,154,020.00	22,768,952.72	48.3%	2,685,468.27	25,454,420.99	54.0%	21,699,599.01
***TOTAL FUND_CD 101**			***172,817,110.00***	***69,473,539.31***	***40.2%***	***24,643,785.97***	***94,117,325.28***	***54.5%***	***78,699,784.72***
102	Parking System Facilities	PERSONNEL SERVICES	390,500.00	153,619.25	39.3%	.00	153,619.25	39.3%	236,880.75
		EMPLOYEE BENEFITS	147,190.00	66,446.97	45.1%	.00	66,446.97	45.1%	80,743.03
		NON-PERSONNEL EXPENSES	5,046,730.00	1,362,388.68	27.0%	1,951,260.89	3,313,649.57	65.7%	1,733,080.43
		DEBT SERVICE	2,160,200.00	847,867.56	39.2%	.00	847,867.56	39.2%	1,312,332.44
***TOTAL FUND_CD 102**			***7,744,620.00***	***2,430,322.46***	***31.4%***	***1,951,260.89***	***4,381,583.35***	***56.6%***	***3,363,036.65***
103	Convention-Exposition Center	PERSONNEL SERVICES	116,070.00	39,435.74	34.0%	.00	39,435.74	34.0%	76,634.26
		EMPLOYEE BENEFITS	53,440.00	14,477.94	27.1%	.00	14,477.94	27.1%	38,962.06
		NON-PERSONNEL EXPENSES	10,028,250.00	4,508,299.82	45.0%	4,766,006.06	9,274,305.88	92.5%	753,944.12
		DEBT SERVICE	285,600.00	244,964.11	85.8%	.00	244,964.11	85.8%	40,635.89
***TOTAL FUND_CD 103**			***10,483,360.00***	***4,807,177.61***	***45.9%***	***4,766,006.06***	***9,573,183.67***	***91.3%***	***910,176.33***
104	General Aviation	PERSONNEL SERVICES	902,780.00	320,331.74	35.5%	.00	320,331.74	35.5%	582,448.26
		EMPLOYEE BENEFITS	389,510.00	126,503.28	32.5%	.00	126,503.28	32.5%	263,006.72
		NON-PERSONNEL EXPENSES	1,002,430.00	279,070.46	27.8%	134,450.06	413,520.52	41.3%	588,909.48
		DEBT SERVICE	44,590.00	41,499.37	93.1%	.00	41,499.37	93.1%	3,090.63
***TOTAL FUND_CD 104**			***2,339,310.00***	***767,404.85***	***32.8%***	***134,450.06***	***901,854.91***	***38.6%***	***1,437,455.09***
105	Municipal Golf	PERSONNEL SERVICES	209,700.00	87,353.52	41.7%	.00	87,353.52	41.7%	122,346.48
		EMPLOYEE BENEFITS	76,700.00	35,120.64	45.8%	.00	35,120.64	45.8%	41,579.36
		NON-PERSONNEL EXPENSES	5,875,990.00	3,564,180.52	60.7%	688,759.47	4,252,939.99	72.4%	1,623,050.01
		DEBT SERVICE	615,000.00	321,312.50	52.2%	.00	321,312.50	52.2%	293,687.50
***TOTAL FUND_CD 105**			***6,777,390.00***	***4,007,967.18***	***59.1%***	***688,759.47***	***4,696,726.65***	***69.3%***	***2,080,662.35***

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 12/31/2023

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
107	Stormwater Management	PERSONNEL SERVICES	9,694,210.00	2,904,603.61	30.0%	.00	2,904,603.61	30.0%	6,789,606.39
		EMPLOYEE BENEFITS	4,191,240.00	1,289,600.35	30.8%	.00	1,289,600.35	30.8%	2,901,639.65
		NON-PERSONNEL EXPENSES	13,140,130.00	4,866,963.40	37.0%	1,469,780.40	6,336,743.80	48.2%	6,803,386.20
		PROPERTIES	5,000.00	.00	0.0%	.00	.00	0.0%	5,000.00
		DEBT SERVICE	2,216,370.00	1,784,720.66	80.5%	.00	1,784,720.66	80.5%	431,649.34
***TOTAL FUND_CD 107**			***29,246,950.00***	***10,845,888.02***	***37.1%***	***1,469,780.40***	***12,315,668.42***	***42.1%***	***16,931,281.58***
151	Bond Retirement - City	PERSONNEL SERVICES	307,010.00	88,867.08	28.9%	.00	88,867.08	28.9%	218,142.92
		EMPLOYEE BENEFITS	125,680.00	32,965.24	26.2%	.00	32,965.24	26.2%	92,714.76
		NON-PERSONNEL EXPENSES	3,563,620.00	624,897.01	17.5%	302,149.13	927,046.14	26.0%	2,636,573.86
		DEBT SERVICE	145,765,610.00	61,864,062.05	42.4%	.00	61,864,062.05	42.4%	83,901,547.95
***TOTAL FUND_CD 151**			***149,761,920.00***	***62,610,791.38***	***41.8%***	***302,149.13***	***62,912,940.51***	***42.0%***	***86,848,979.49***
301	Street Constuction Maintenance & Repair	PERSONNEL SERVICES	6,623,880.00	2,287,420.17	34.5%	.00	2,287,420.17	34.5%	4,336,459.83
		EMPLOYEE BENEFITS	2,784,010.00	1,206,804.24	43.3%	.00	1,206,804.24	43.3%	1,577,205.76
		NON-PERSONNEL EXPENSES	7,420,610.00	2,240,885.15	30.2%	1,428,069.63	3,668,954.78	49.4%	3,751,655.22
		PROPERTIES	.00	.00		.00	.00		.00
***TOTAL FUND_CD 301**			***16,828,500.00***	***5,735,109.56***	***34.1%***	***1,428,069.63***	***7,163,179.19***	***42.6%***	***9,665,320.81***
302	Income Tax-Infrastructure	PERSONNEL SERVICES	13,277,910.00	5,196,609.11	39.1%	.00	5,196,609.11	39.1%	8,081,300.89
		EMPLOYEE BENEFITS	5,071,200.00	2,539,107.20	50.1%	.00	2,539,107.20	50.1%	2,532,092.80
		NON-PERSONNEL EXPENSES	6,380,750.00	2,892,382.84	45.3%	779,519.96	3,671,902.80	57.5%	2,708,847.20
***TOTAL FUND_CD 302**			***24,729,860.00***	***10,628,099.15***	***43.0%***	***779,519.96***	***11,407,619.11***	***46.1%***	***13,322,240.89***
303	Parking Meter	PERSONNEL SERVICES	1,933,630.00	739,848.50	38.3%	.00	739,848.50	38.3%	1,193,781.50
		EMPLOYEE BENEFITS	794,800.00	399,911.74	50.3%	.00	399,911.74	50.3%	394,888.26
		NON-PERSONNEL EXPENSES	2,349,050.00	817,860.88	34.8%	571,031.32	1,388,892.20	59.1%	960,157.80
***TOTAL FUND_CD 303**			***5,077,480.00***	***1,957,621.12***	***38.6%***	***571,031.32***	***2,528,652.44***	***49.8%***	***2,548,827.56***
306	Municipal Motor Vehicle License Tax	PERSONNEL SERVICES	1,703,560.00	631,199.80	37.1%	.00	631,199.80	37.1%	1,072,360.20
		EMPLOYEE BENEFITS	793,660.00	295,006.78	37.2%	.00	295,006.78	37.2%	498,653.22
		NON-PERSONNEL EXPENSES	1,726,220.00	496,019.66	28.7%	173,117.26	669,136.92	38.8%	1,057,083.08
***TOTAL FUND_CD 306**			***4,223,440.00***	***1,422,226.24***	***33.7%***	***173,117.26***	***1,595,343.50***	***37.8%***	***2,628,096.50***

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 12/31/2023

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
318	Sawyer Point	PERSONNEL SERVICES	456,490.00	65,739.98	14.4%	.00	65,739.98	14.4%	390,750.02
		EMPLOYEE BENEFITS	92,550.00	22,908.67	24.8%	.00	22,908.67	24.8%	69,641.33
		NON-PERSONNEL EXPENSES	571,150.00	223,495.09	39.1%	207,417.40	430,912.49	75.4%	140,237.51
***TOTAL FUND_CD 318**			***1,120,190.00***	***312,143.74***	***27.9%***	***207,417.40***	***519,561.14***	***46.4%***	***600,628.86***
323	Recreation Special Activities	PERSONNEL SERVICES	3,402,530.00	1,431,422.46	42.1%	.00	1,431,422.46	42.1%	1,971,107.54
		EMPLOYEE BENEFITS	264,630.00	117,488.29	44.4%	.00	117,488.29	44.4%	147,141.71
		NON-PERSONNEL EXPENSES	2,241,540.00	1,126,080.56	50.2%	303,426.75	1,429,507.31	63.8%	812,032.69
		PROPERTIES	13,860.00	.00	0.0%	.00	.00	0.0%	13,860.00
***TOTAL FUND_CD 323**			***5,922,560.00***	***2,674,991.31***	***45.2%***	***303,426.75***	***2,978,418.06***	***50.3%***	***2,944,141.94***
329	Cincinnati Riverfront Park	PERSONNEL SERVICES	698,560.00	.00	0.0%	.00	.00	0.0%	698,560.00
		EMPLOYEE BENEFITS	335,170.00	3,680.00	1.1%	.00	3,680.00	1.1%	331,490.00
		NON-PERSONNEL EXPENSES	483,370.00	157,187.26	32.5%	129,919.31	287,106.57	59.4%	196,263.43
***TOTAL FUND_CD 329**			***1,517,100.00***	***160,867.26***	***10.6%***	***129,919.31***	***290,786.57***	***19.2%***	***1,226,313.43***
347	Hazard Abatement Fund	PERSONNEL SERVICES	465,210.00	.00	0.0%	.00	.00	0.0%	465,210.00
		EMPLOYEE BENEFITS	222,260.00	.00	0.0%	.00	.00	0.0%	222,260.00
		NON-PERSONNEL EXPENSES	10,220.00	711.14	7.0%	.00	711.14	7.0%	9,508.86
***TOTAL FUND_CD 347**			***697,690.00***	***711.14***	***0.1%***	***.00***	***711.14***	***0.1%***	***696,978.86***
364	9-1-1 Cell Phone Fees	PERSONNEL SERVICES	573,480.00	.00	0.0%	.00	.00	0.0%	573,480.00
		EMPLOYEE BENEFITS	243,880.00	.00	0.0%	.00	.00	0.0%	243,880.00
		NON-PERSONNEL EXPENSES	652,630.00	122,915.71	18.8%	126,922.89	249,838.60	38.3%	402,791.40
***TOTAL FUND_CD 364**			***1,469,990.00***	***122,915.71***	***8.4%***	***126,922.89***	***249,838.60***	***17.0%***	***1,220,151.40***
377	Safe & Clean	NON-PERSONNEL EXPENSES	52,040.00	.00	0.0%	52,040.00	52,040.00	100.0%	.00
***TOTAL FUND_CD 377**			***52,040.00***	***.00***	***0.0%***	***52,040.00***	***52,040.00***	***100.0%***	***.00***
395	Community Health Center	PERSONNEL SERVICES	13,753,380.00	5,466,303.14	39.7%	.00	5,466,303.14	39.7%	8,287,076.86
		EMPLOYEE BENEFITS	5,762,180.00	2,615,958.00	45.4%	.00	2,615,958.00	45.4%	3,146,222.00
		NON-PERSONNEL EXPENSES	8,914,750.00	3,822,396.65	42.9%	4,169,822.48	7,992,219.13	89.7%	922,530.87
***TOTAL FUND_CD 395**			***28,430,310.00***	***11,904,657.79***	***41.9%***	***4,169,822.48***	***16,074,480.27***	***56.5%***	***12,355,829.73***

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 12/31/2023

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
416	Cincinnati Health District	PERSONNEL SERVICES	14,150,810.00	5,221,651.34	36.9%	.00	5,221,651.34	36.9%	8,929,158.66
		EMPLOYEE BENEFITS	5,543,360.00	2,198,972.90	39.7%	.00	2,198,972.90	39.7%	3,344,387.10
		NON-PERSONNEL EXPENSES	1,390,460.00	592,682.78	42.6%	465,083.58	1,057,766.36	76.1%	332,693.64
		PROPERTIES	3,010.00	.00	0.0%	.00	.00	0.0%	3,010.00
***TOTAL FUND_CD 416**			***21,087,640.00***	***8,013,307.02***	***38.0%***	***465,083.58***	***8,478,390.60***	***40.2%***	***12,609,249.40***
449	Cincinnati Area Geographic Information System (CAGIS)	PERSONNEL SERVICES	2,040,720.00	787,737.46	38.6%	.00	787,737.46	38.6%	1,252,982.54
		EMPLOYEE BENEFITS	727,600.00	336,843.27	46.3%	.00	336,843.27	46.3%	390,756.73
		NON-PERSONNEL EXPENSES	2,401,440.00	788,707.43	32.8%	212,335.64	1,001,043.07	41.7%	1,400,396.93
***TOTAL FUND_CD 449**			***5,169,760.00***	***1,913,288.16***	***37.0%***	***212,335.64***	***2,125,623.80***	***41.1%***	***3,044,136.20***
455	Streetcar Operations	PERSONNEL SERVICES	518,670.00	194,217.41	37.4%	.00	194,217.41	37.4%	324,452.59
		EMPLOYEE BENEFITS	229,120.00	64,587.52	28.2%	.00	64,587.52	28.2%	164,532.48
		NON-PERSONNEL EXPENSES	5,144,060.00	1,465,476.31	28.5%	3,501,427.74	4,966,904.05	96.6%	177,155.95
***TOTAL FUND_CD 455**			***5,891,850.00***	***1,724,281.24***	***29.3%***	***3,501,427.74***	***5,225,708.98***	***88.7%***	***666,141.02***
457	County Law Enforcement Applied Regionally (CLEAR)	PERSONNEL SERVICES	1,625,440.00	480,140.54	29.5%	.00	480,140.54	29.5%	1,145,299.46
		EMPLOYEE BENEFITS	515,950.00	176,235.62	34.2%	.00	176,235.62	34.2%	339,714.38
		NON-PERSONNEL EXPENSES	3,550,030.00	1,014,890.70	28.6%	458,611.74	1,473,502.44	41.5%	2,076,527.56
		PROPERTIES	2,000,000.00	.00	0.0%	8,660.33	8,660.33	0.4%	1,991,339.67
***TOTAL FUND_CD 457**			***7,691,420.00***	***1,671,266.86***	***21.7%***	***467,272.07***	***2,138,538.93***	***27.8%***	***5,552,881.07***
TOTAL			***1,023,501,690.20***	***431,140,538.42***	***42.1%***	***74,833,840.85***	***505,974,379.27***	***49.4%***	***517,527,310.93***

city of CINCINNATI
Interdepartment Correspondence Sheet

March 13, 2024

To: Mayor and Members of City Council

202400820

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – DOTE: Municipal Road Fund (MRF) Grant for Wooster Road Rehabilitation**

Attached is an Ordinance captioned:

> **ESTABLISHING** new capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant," to rehabilitate Wooster Road in the neighborhood of Linwood in the City of Cincinnati; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to $200,000 from the Hamilton County Municipal Road Fund to newly established capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant"; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant"; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Approval of this Ordinance will authorize the City Manager to accept and appropriate a grant of up to $200,000 from the Hamilton County Municipal Road Fund to newly established capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant," to rehabilitate Wooster Road in the neighborhood of Linwood in the City of Cincinnati. This Ordinance will also authorize the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

On May 24, 2023, the City Council passed Ordinance No. 0171-2023, which authorized the City Manager to apply for Hamilton County Municipal Road Fund grant resources. City Council authorization is now required to accept and appropriate the grant resources.

The grant requires local matching funds in the amount of $735,000 which will be provided from resources available in existing "Street Rehabilitation" capital improvement program project accounts. No new FTEs/full time equivalents are required.

The rehabilitation project on Wooster Road is in accordance with the "Connect" goal to "[d]evelop a regional transportation system that promotes economic vitality" and the strategy to "[u]se the City's transportation network to help facilitate economic development opportunities" as described on pages 139-143 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

PLAN CINCINNATI

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

Attachment

IMD

- 2024

ESTABLISHING new capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant," to rehabilitate Wooster Road in the neighborhood of Linwood in the City of Cincinnati; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to $200,000 from the Hamilton County Municipal Road Fund to newly established capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant"; **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant"; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on May 24, 2023, Council passed Ordinance No. 171-2023, which authorized the City Manager to apply for Hamilton County Municipal Road Fund grant resources, and Council's authorization is now required to accept and appropriate the grant resources awarded to the City; and

WHEREAS, the grant resources will be used for the rehabilitation of Wooster Road in the neighborhood of Linwood; and

WHEREAS, the grant requires local matching funds of $735,000 which will be provided from resources available in existing "Street Rehabilitation" capital improvement program project accounts; and

WHEREAS, there are no new FTE/full time equivalents associated with the acceptance of these grant resources; and

WHEREAS, the rehabilitation project on Wooster Road is in accordance with the "Connect" goal to "[d]evelop a regional transportation system that promotes economic vitality" and the strategy to "[u]se the City's transportation network to help facilitate economic development opportunities" as described on pages 139-143 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant," is established to provide resources to rehabilitate Wooster Road in the neighborhood of Linwood in the City of Cincinnati.

Section 2. That the City Manager is authorized to accept and appropriate a grant of up to $200,000 from the Hamilton County Municipal Road Fund to newly established capital improvement program project account no. 980x233x242376, "Wooster Road MRF Grant."

Section 3. That the Director of Finance is authorized to deposit the grant resources into capital improvement program project account no. 980x233x242376, "Wooster Road MRF 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 hereby authorized to do all things necessary and proper to carry out the terms of the grant and Sections 1 through 4.

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

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 13, 2024

To: Mayor and Members of City Council

202400819

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – CRC: Ohio Department of Education Grant**

Attached is an Emergency Ordinance captioned:

> **AMENDING** Ordinance No. 65-2022, as amended by Ordinance No. 226-2022, to increase the amount of a grant award from the Ohio Department of Education from $1,096,596.87 to $1,190,656.50; and **AUTHORIZING** the City Manager to accept and appropriate additional funds of up to $94,059.63, effective FY 2024, from the Ohio Department of Education, for a total grant of up to $1,190,656.50, to provide resources to fund the expansion of the Cincinnati Recreation Commission's Summer Learning and Afterschool Opportunities programs.

Approval of this Emergency Ordinance would amend Ordinance No. 65-2022, as amended by Ordinance No. 226-2022, to increase the amount of a grant award from the Ohio Department of Education (ODE) from $1,096,596.87 to $1,190,656.50. This Emergency Ordinance will also authorize the City Manager to accept and appropriate additional resources of up to $94,059.63, effective FY 2024, from the Ohio Department of Education, for a total grant of up to $1,190,656.50, for the Cincinnati Recreation Commission (CRC)'s Summer Learning and Afterschool Opportunities programs.

The CRC's Summer Camp and Afterschool programming allow youth to participate in Social-Emotional Learning programming, field trips, and academic assistance outside of school with Cincinnati Public Schools (CPS) as a programming partner.

This grant is paid on a reimbursement basis, covers a two-year period, and ODE offers additional grant funds to grant recipients over the course of the two-year period without an additional or supplemental application. In late 2023, ODE offered the City an additional $94,059.63 for Afterschool Expand and Summer Expand. The grant does not require matching funds. There are no additional FTEs/ full time equivalents associated with this grant.

Providing resources for the Summer Learning and Afterschool Opportunities programs is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as well as the strategy to "[u]nite our communities," as described on pages 207-212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to amend the amount of the grant award and accept the grant resources in a timely fashion.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

CMZ

- 2024

AMENDING Ordinance No. 65-2022, as amended by Ordinance No. 226-2022, to increase the amount of a grant award from the Ohio Department of Education from $1,096,596.87 to $1,190,656.50; and **AUTHORIZING** the City Manager to accept and appropriate additional funds of up to $94,059.63, effective FY 2024, from the Ohio Department of Education, for a total grant of up to $1,190,656.50, to provide resources to fund the expansion of the Cincinnati Recreation Commission's Summer Learning and Afterschool Opportunities programs.

WHEREAS, Council passed Ordinance No. 65-2022 on March 16, 2022, authorizing the City Manager to apply for the Ohio Department of Education ("ODE") Summer Learning and Afterschool Opportunities Grant of up to $500,000 for two separate categories: up to $300,000 for Afterschool Expand, and up to $200,000 for Summer Expand; and

WHEREAS, this grant is paid on a reimbursement basis, covers a two-year period, and ODE offers additional grant funds to grant recipients over the course of the two-year period without an additional or supplemental application; and

WHEREAS, after ODE made additional funding available to the City in 2022 for FY 2023, Council passed Ordinance No. 226-2022 on June 29, 2022, amending Ordinance No. 65-2022 to authorize the City Manager to apply for a grant of up to $1,190,656.50 and also to authorize the City Manager to accept and appropriate the grant of up to $1,190,656.50 and the Director of Finance to deposit the funds into Recreation Federal Grants Fund 324; and

WHEREAS, in late 2023, ODE offered the City an additional $94,059.63 for Afterschool Expand and Summer Expand, for a grant total of $1,190,656.50; and

WHEREAS, the Cincinnati Recreation Commission's ("CRC") Summer Camp and Afterschool programming allow youth to participate in Social-Emotional Learning ("SEL") programming, field trips, and academic assistance outside of school with Cincinnati Public Schools as a programming partner; and

WHEREAS, the grant funding will allow CRC to purchase curriculum that centers around SEL and trauma informed care, to better assist program participants in navigating life experiences; and

WHEREAS, the Afterschool Expand portion of the grant award provides funding for costs associated with the expansion of existing afterschool programs during the 2022-2023 and 2023-2024 school years; and

WHEREAS, the Summer Expand portion of the grant award provides funding for costs associated with the expansion of existing summer programs for the years 2022, 2023, and 2024; and

WHEREAS, there are no additional FTEs/full time equivalents associated with this grant, and there are no matching fund requirements; and

WHEREAS, providing resources for the Summer Learning and Afterschool Opportunities programs is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as well as the strategy to "[u]nite our communities," as described on pages 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 Section 1 of Ordinance No. 0065-2022, passed by Council on March 16, 2022, is amended as follows:

> Section 1. That the City Manager is authorized to apply for grant resources from the Ohio Department of Education's Summer Learning and Afterschool Opportunities Grant in an amount up to ~~$1,096,596.87~~$1,190,656.50 to allow the Cincinnati Recreation Commission ("CRC") to purchase curriculum that centers around social emotional learning and trauma-informed care to better assist CRC's summer camp and afterschool program participants in navigating life experiences.

Section 2. That all terms of Ordinance No. 65-2022 not amended in this ordinance remain in full force and effect.

Section 3. That the City Manager is authorized to accept and appropriate additional funds of up to $94,059.63, effective FY 2024, from the Ohio Department of Education to provide resources to fund the expansion of Summer Learning and Afterschool Opportunities programs for the Cincinnati Recreation Commission's summer programs for years FY 2024, and afterschool programs for the 2023-2024 school years.

Section 4. That the Finance Director is authorized to deposit the additional funds into Recreation Federal Grant Projects Fund 324.

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to amend the amount of the grant award and accept the grant resources in a timely fashion.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

New ordinance language underscored. Deleted ordinance language indicated by strikethrough.

city of CINCINNATI
Interdepartment Correspondence Sheet

March 13, 2024

To: Mayor and Members of City Council

202400825

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – DCED: The Bridge Mixed Development-TIF**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer and appropriation of $840,000 from the unappropriated surplus of Evanston Equivalent Fund 490 to the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to provide resources to support The Bridge 8K, LLC's acquisition and redevelopment of 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road (collectively, the "Properties"); and **DECLARING** that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to develop the Properties are for a public purpose and constitute a "Housing Renovation" (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that will benefit and/or serve the District 11-Evanston District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of $840,000 from Evanston Equivalent Fund 490 to non-personnel operating budget account no. 490x162x7200 to provide resources to support The Bridge 8K, LLC's acquisition and redevelopment of 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road.

The project will redevelop three buildings at 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road in Evanston into a mixed-use development made up of 27 residential units and 5,982 square feet of ground floor commercial space. All 27 residential units would be affordable, 24 of which would be affordable to 60% area median income (AMI), while the remaining 3 units would be affordable to 80% AMI. These expenditures are declared to serve a public purpose and constitute a "Housing Renovation" benefiting the Incentive District.

Providing resources for the acquisition and redevelopment of the Properties by the Bridge 8K, LLC is in accordance with the "Live" goal to "[p]rovide a full spectrum of housing options, and improve housing quality and affordability" as described on page 164 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to make the resources available for the established sale closing deadline for the Properties.

The Administration recommends passage of this Ordinance.

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

city of CINCINNATI CITY BUSINESS LIST

PLAN CINCINNATI

Attachments

E M E R G E N C Y

LES

- 2024

AUTHORIZING the transfer and appropriation of $840,000 from the unappropriated surplus of Evanston Equivalent Fund 490 to the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to provide resources to support The Bridge 8K, LLC's acquisition and redevelopment of 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road (collectively, the "Properties"); and **DECLARING** that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to develop the Properties are for a public purpose and constitute a "Housing Renovation" (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that will benefit and/or serve the District 11-Evanston District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road (collectively, the "Properties") are three historic buildings located in the Evanston neighborhood; and

WHEREAS, The Bridge 8K, LLC, an affiliate of 8K Development Corporation, LLC, ("8K") is seeking to acquire and redevelop the Properties into a mixed-use development consisting of 27 residential units and 5,982 square feet of commercial space; and

WHEREAS, all 27 residential units will be affordable housing units, 24 of which will serve households earning no more than sixty percent of the area median income, and three units of which will serve households earning no more than eighty percent of the area median income, as established by the U.S. Department of Housing and Urban Development; and

WHEREAS, the estimated total project cost is $8.1 million, towards which 8K is committing its own equity, state and federal historic tax credits, and senior debt and subordinate debt in the form of a $1 million City capital Notice of Funding Availability (NOFA) award; and

WHEREAS, the project developer also applied for City and County American Rescue Plan Act (ARPA) resources from the Cincinnati Development Fund and it is anticipated that the project will receive a fifteen-year tax abatement to help lower operating costs and support long-term affordability; and

WHEREAS, in order to close the remaining $2 million funding gap, 8K applied for financial assistance of $800,000 from the Evanston Tax Increment Financing (TIF) District and the Department of Community and Economic Development requests that an additional $40,000 of TIF funds be appropriated for City-related costs attributable to the project, for a total appropriation of $840,000; and

WHEREAS, providing resources for the acquisition and redevelopment of the Properties by 8K is in accordance with the "Live" goal to "[p]rovide a full spectrum of housing options, and improve housing quality and affordability" as described on page 164 of Plan Cincinnati (2012); and

WHEREAS, the City, upon recommendation of the Department of Community and Economic Development, believes that 8K's acquisition of the Properties 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, and for this reason, the City desires to facilitate the acquisition of the Properties by providing the assistance as described herein; now, therefore,

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

Section 1. That Council authorizes the transfer and appropriation of $840,000 from the unappropriated surplus of Evanston Equivalent Fund 490 to the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to provide resources to support The Bridge 8K, LLC's acquisition and redevelopment of 1740 Brewster Avenue, 3570 Montgomery Road, and 3604-3608 Montgomery Road (collectively, the "Properties").

Section 2. That Council declares that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 490x162x7200 to develop the Properties are for a public purpose and constitute a "Housing Renovation" (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that will benefit and/or serve the District 11-Evanston District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

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 the resources available for the established sale closing deadline for the Properties.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 18, 2024

To: Members of the Budget and Finance Committee

202400881

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance – Tax Increment Financing Exemption for Saks Redevelopment**

Attached is an Emergency Ordinance captioned:

> **DECLARING** improvements to certain real property located at 101 West Fifth Street in the Central Business District of Cincinnati to be redeveloped by 101 West Fifth LLC, an affiliate of Cincinnati Center City Development Corporation (commonly known as 3CDC), to be a public purpose and exempt from real property taxation for a period of thirty years pursuant to Ohio Revised Code Section 5709.40(B); and **AMENDING** Ordinance No. 412-2002, passed on December 18, 2002, as amended, to remove such real property from the operation of that ordinance.

BACKGROUND/CURRENT CONDITIONS

Pursuant to a companion ordinance, City Administration is requesting authorization from City Council for the City Manager to execute a Property Sale, Funding, and Development Agreement with 101 West Fifth, LLC, pertaining to the redevelopment of 101 West Fifth Street in the Central Business District. The project involves the renovation of the vacant Saks Fifth Avenue department store resulting in approximately 62,000 square feet of renovated office space, 13,000 square feet of renovated restaurant or retail space, and related public improvements at an estimated total project cost of $30,031,300 (the "Project"). The Agreement will provide for City assistance to the Project in the form of a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.40(B), subject to passage by Council of this separate ordinance authorizing the tax exemption.

DEVELOPER INFORMATION

101 West Fifth, LLC is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over $1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. Furthermore, 3CDC manages several of the City's public spaces, including Fountain Square, which is near this property.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to establish the TIF exemption prior to financial closing and so that construction can commence at the earliest possible time.

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

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- 2024

DECLARING improvements to certain real property located at 101 West Fifth Street in the Central Business District of Cincinnati, to be redeveloped by 101 West Fifth LLC, an affiliate of Cincinnati Center City Development Corporation (commonly known as 3CDC), to be a public purpose and exempt from real property taxation for a period of thirty years pursuant to Ohio Revised Code Section 5709.40(B); and **AMENDING** Ordinance No. 412-2002, passed on December 18, 2002, as amended, to remove such real property from the operation of that ordinance.

WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.40, et seq., provide that Council may (i) declare any "Improvement" (as defined in R.C. Section 5709.40(A)(4)) to one or more parcels of real property located in the City of Cincinnati to be a public purpose, thereby exempting such Improvement from real property taxation for up to thirty years; and

WHEREAS, the City is fee owner of certain real property located at 101 West Fifth Street and the building located thereon, which was most recently occupied by Saks Fifth Avenue, and which property is more particularly described in Attachment A hereto (the "Property"); and

WHEREAS, 101 West Fifth LLC ("Developer"), an affiliate of Cincinnati Center City Development Corporation ("3CDC"), desires to purchase the Property from the City and redevelop the Property into approximately 75,000 square feet of new office and commercial space (the "Project"); and

WHEREAS, to facilitate the Project, (i) the City intends to sell and convey its interest in the Property to Developer, and (ii) Developer will make certain public infrastructure improvements that will directly benefit the Property and the Project; and

WHEREAS, Council desires to declare the Improvement to the Property to be a public purpose and exempt 100 percent of such Improvement from real property taxation for a period of thirty years, all pursuant to R.C. Section 5709.40(B); and

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvement to the Property will provide an annual net benefit to Developer in the amount of approximately $161,249; and

WHEREAS, the Board of Education of the Cincinnati City School District (the "School Board"), pursuant to an agreement with the City entered into on April 28, 2020 (the "School Board Agreement"), has approved real property tax exemptions of up to 100 percent for periods not to exceed thirty years, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, the City has determined that it is necessary and appropriate, and in the best interest of the City, to (i) exempt the Improvement to the Property from real property taxation under R.C. Sections 5709.40, et seq., and (ii) not require Developer to make statutory service payments in lieu of real property taxes under R.C. Section 5709.42 to ensure the economic feasibility of the redevelopment of the Property (provided that Developer agrees to make semi-annual payments to the School Board in satisfaction of the payment obligations under the School Board Agreement); and

WHEREAS, the Property is located within the boundaries of the District 2-Downtown South/Riverfront District Incentive District, which was created by Ordinance No. 412-2002, passed by Council on December 18, 2002, as subsequently amended (the "TIF District Ordinance"); and

WHEREAS, in order to effectuate the transactions described in these recitals and in accordance with R.C. 5709.916(E), the City desires to amend the TIF District Ordinance to exclude the Property and to provide for an exemption for the Property pursuant to R.C. Section 5709.40(B); now, therefore,

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

Section 1. That, pursuant to and in accordance with the provisions of Ohio Revised Code ("R.C.") Section 5709.40(B), Council hereby declares that 100 percent of the increase in the assessed value of the Improvement (as defined in R.C. Section 5709.40(A)) on the real property located at 101 West Fifth Street in Cincinnati, as more particularly described on Attachment A hereto (the "Property"), is a public purpose and exempt from real property taxation commencing with the year the Improvement would first be placed on the Hamilton County Treasurer's tax list and duplicate but for the exemption granted herein, and ending after the Improvement has been exempted from real property taxation for thirty years, all in accordance with the requirements of R.C. Sections 5709.40 through 5709.43.

Section 2. That Council hereby finds and determines that the public infrastructure improvements to be made by 101 West Fifth LLC ("Developer") to support Developer's redevelopment of the Property, including, without limitation, demolition of a skywalk connecting the Property to the adjacent Carew Tower across Race Street, façade repair around the removed skywalk, and streetscape improvements, which are necessary as a result of and

for the further development of the Property for creating jobs, increasing property values, and preserving the health, safety, and welfare of the citizens of Cincinnati; and Council hereby designates such public infrastructure improvements as "public infrastructure improvements" made (or to be made) that directly benefit the Property pursuant to R.C. Section 5709.40(B).

Section 3. That Council hereby elects to not require Developer or future owners of the Property to make statutory service payments in lieu of real property taxes under R.C. Section 5709.42 in order to ensure the economic feasibility of the redevelopment of the Property; provided, however, that Developer and all future owners of the Property shall make payments to the Board of Education of the Cincinnati City School District (the "School Board") as required by the Agreement between the School Board and the City dated April 28, 2020, as may be amended.

Section 4. That, to facilitate the redevelopment project, Council hereby authorizes the City Manager, upon request of and in consultation with Developer, to prepare (or cooperate in the preparation of) and file an application for the real property tax exemption granted in Section 1 of this ordinance.

Section 5. That Ordinance No. 412-2002, passed on December 18, 2002, as subsequently amended (the "TIF District Ordinance"), is hereby amended to remove the Property from the property tax exemption area created thereby.

Section 6. That the TIF District Ordinance, except as amended herein, shall remain in full force and effect.

Section 7. That the proper City officials are hereby authorized to take all necessary and appropriate actions to fulfill the terms of this ordinance, including, without limitation, executing any and all ancillary agreements and other documents.

Section 8. That, pursuant to R.C. Section 5709.40(I), the Clerk of Council is hereby directed to deliver a copy of this ordinance to the Director of the State of Ohio Department of Development ("ODOD"), 77 South High Street, 29th Floor, Columbus, Ohio 43215, within fifteen days after its passage, and that, on or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the City Manager is authorized to prepare and submit to the Director of ODOD the status report required under R.C. Section 5709.40(I).

Section 9. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including R.C. Section 121.22.

Section 10. 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 the construction of the improvements to the Property described to commence at the earliest possible time, for the economic welfare of the citizens of Cincinnati.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Attachment A

Legal Description

Address: 101 West 5th Street, Cincinnati, Ohio 45202

Auditor's Parcel Nos.: 145-0001-B215-00, 145-0001-A215-00, 145-0001-0215-00

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being part of In Lots 265, 266, 267, 290, 291 and 292 by Israel Ludlow and Joel Williams as recorded in Deed Book E-2, Pages 66 and 67 Hamilton County, Ohio Recorder's Office, and being more particularly described as follows:

From the intersection of the South line of Fifth Street (now a 76-foot street) and the east line of Elm Street (now a 76-foot street) (as Fifth Street and Elm Street were widened by Ordinance No. 366-1985 of Cincinnati City Council, passed August 7, 1985); thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 192.69 feet to the Place of Beginning; thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 196.00 feet to the intersection of the south line of Fifth Street as widened and the west line of Race Street (now a 68 foot street as widened by the above Ordinance No. 366- 1985); thence along the west line of Race Street as widened South 8° 58' 50" East for a distance of 234.36 feet to a point in a line 154.00 feet north of and parallel with the north line of Fourth Street (a 66 foot street); thence along said line South 81° 11' West for a distance of 196.92 feet to a point in a line perpendicular to the south line of Fifth Street as widened at a point in the south line 196.00 feet West of Race Street as widened; thence along said perpendicular line North 8° 45' 20" West for a distance of 234.57 feet to the Place of Beginning.

Containing an area of 46,063 square feet, more or less.

city of CINCINNATI
Interdepartment Correspondence Sheet

March 18, 2024

To: Members of the Budget and Finance Committee

202400885

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance – Authorizing a Property Sale, Funding, and Development Agreement with 101 West Fifth, LLC**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to execute a Property Sale, Funding, and Development Agreement with 101 West Fifth LLC, an affiliate of Cincinnati Center City Development Corporation (commonly known as 3CDC), for the sale of City-owned real property located at 101 West Fifth Street in the Central Business District of Cincinnati, in connection with the redevelopment of that property into approximately 75,000 square feet of commercial and office space; **AUTHORIZING** the transfer and appropriation of $2,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources to assist with certain public infrastructure improvements in support of the redevelopment of 101 West Fifth Street; and **DECLARING** that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to assist with certain public infrastructure improvements in support of the redevelopment of 101 West Fifth Street are for a public purpose and constitute a "Public Infrastructure Improvement" as defined in Ohio Revised Code Section 5709.40(A)(8) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

BACKGROUND/CURRENT CONDITIONS

The project involves the renovation of 101 West Fifth Street located in the Central Business District at the corner of 5th Street and Race Street. The building previously housed the Saks Fifth Avenue ("Saks") department store which closed at the end of 2022 and the building has been vacant since that time. The City owns the land and was party to a long term ground lease with Saks. The ground lease provided the City with the right to terminate the lease and purchase the improvements upon Saks discontinuation of services. The City purchased the improvements in January 2023 for $3 million.

The City has contracted with 3CDC to manage development of the Convention District. This property lies within the Convention District and therefore the City Administration

has been working with 3CDC on a direct sale. 3CDC submitted a financial assistance application seeking City incentives to support the redevelopment of the building.

DEVELOPER INFORMATION

101 West Fifth, LLC is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over $1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. Furthermore, 3CDC manages several of the City's public spaces, including Fountain Square, which is near this property.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to confirm City support prior to financial closing and so that construction can commence at the earliest possible time.

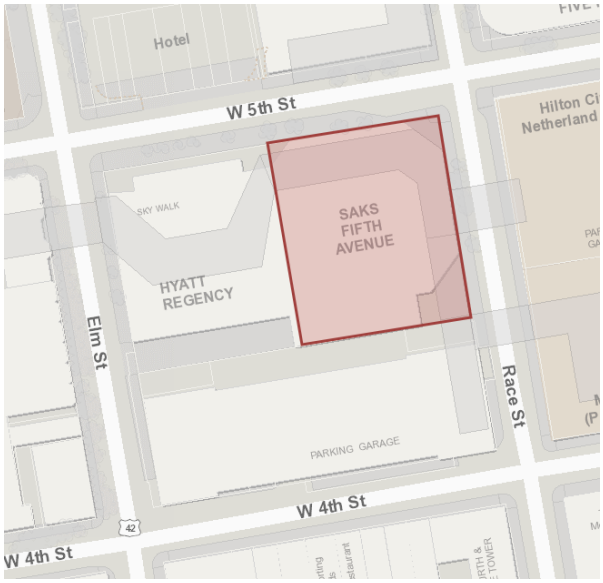
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	Saks Redevelopment
Street Address	101 West 5th Street
Neighborhood	Central Business District
Property Condition	Vacant building
Project Type	Renovation
Project Cost	Hard Construction Costs: 12.3$MM Tenant Improvements: $8.9MM Soft Costs: $6.8MM Public Improvements: $2.0MM Total Project Cost: $30.0MM
Private Investment	Private Financing: $23.0MM
Sq. Footage by Use	Office: 62,000 SF Restaurant/Retail: 13,000 SF
Rent Ranges	Office Rent: $25/SF (Triple Net) Restaurant Rent: $30/SF (Triple Net plus % of sales)
Jobs and Payroll	Created FTE Positions: 130 Total Payroll for Created FTE Positions: $5.9MM Average Salary for Created FTE Positions: $45,000 Construction FTE Positions: 120 Total Payroll for Construction FTE Positions: $6MM
Location and Transit	Transit Score: 79 (Excellent)
Community Engagement	Presented at Community Council (CC) in July 2023 and Jan. 2024. Community Engagement Meetings held in Aug. 2023 and February 2024.
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	- Sale of City property below FMV (FMV $3.2MM) - $2MM District TIF funds (forgivable loan) - 30-year, net 67% Project TIF
Project TIF Type	ORC 5709.40(B) ("Public Project")
"But For"	The project is not projected to provide net revenue for the first ten years primarily based on reserve requirements of bond financing (inclusive of exemption and loan).
Environmental Building Certification	Non-LEED
VTICA	None
SBE/MBE/WBE Goals	20% MBE, 10% WBE (with a 5% aspirational reach goal for each)
Planning Commission Approval	Land sale, skywalk easement termination, and skywalk demolition approved on August 18, 2023. ROW vacation/sale and façade easement approved on March 15, 2024.
Other Incentives & Approvals	Applicant is seeking a $1.5MM grant and $3.5MM loan from JobsOhio.
Additional Incentive Details	City to receive 40% of any Net Revenue and/or Net Sale Proceeds resulting from the project.

Potential Taxes Forgone & Public Benefit

Taxes Forgone	**Value**
Annual Net Incentive to Developer	$161,249
Total Term Incentive to Developer	$4,837,458
City's Portion of Property Taxes Forgone (Term)	$1,014,649
City's TIF District Revenue Forgone (Term)	$5,270,663

Public Benefit		**Value**
CPS PILOT	Annual	$79,421
	Total Term	$2,382,628
VTICA	Annual	$0
	Total Term	$0
Income Tax Total Term (Maximum)		$3,294,000
Total Public Benefit (CPS PILOT, VTICA , Income Tax)		$5,676,628

Total Public Benefit ROI*	$1.17
City's ROI**	$0.52

*This figure represents the total dollars generated for public purposes (City/Schools/Other) over total property taxes forgone.

**This figure represents the total income tax generated for the City over the City's property taxes forgone.

E M E R G E N C Y

ZDS

- 2024

AUTHORIZING the City Manager to execute a Property Sale, Funding, and Development Agreement with 101 West Fifth LLC, an affiliate of Cincinnati Center City Development Corporation (commonly known as 3CDC), for the sale of City-owned real property located at 101 West Fifth Street in the Central Business District of Cincinnati, in connection with the redevelopment of that property into approximately 75,000 square feet of commercial and office space; **AUTHORIZING** the transfer and appropriation of $2,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources to assist with certain public infrastructure improvements in support of the redevelopment of 101 West Fifth Street; and **DECLARING** that expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to assist with certain public infrastructure improvements in support of the redevelopment of 101 West Fifth Street are for a public purpose and constitute a "Public Infrastructure Improvement" as defined in Ohio Revised Code Section 5709.40(A)(8) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, the City owns certain real property located at 101 West Fifth Street in the Central Business District, which was most recently occupied by Saks Fifth Avenue, which property is more particularly described and depicted in the Property Sale, Funding, and Development Agreement (the "Agreement") attached as Attachment A hereto (the "Property"), and which is under the management of the City's Department of Community and Economic Development ("DCED"); and

WHEREAS, 101 West Fifth LLC ("Developer"), an affiliate of Cincinnati Center City Development Corporation ("3CDC"), desires to purchase the Property from the City and redevelop the Property by (i) remodeling the existing vacant structure located thereon into approximately 62,000 square feet of office space and approximately 13,000 square feet of commercial space, at an estimated total project cost of approximately $28,031,300 (collectively, the "Private Improvements"); and (ii) completing various public infrastructure improvements, including, without limitation, demolition of the skywalk connecting the Property to the Carew Tower, façade repair work around the removed skywalk, and streetscape improvements in support of the Private Improvements, at an estimated total project cost of approximately $2,000,000 (the "Public Infrastructure Improvements," and collectively with the Private Improvements, the "Project"), all as more particularly described in the Agreement; and

WHEREAS, the City desires that the Property be put to its highest and best use; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the fair market value of the Property is approximately $3,220,000; however, to facilitate the Project, the City desires to sell the Property to Developer for less than fair market value; namely, for $1.00 because the City anticipates that it will receive economic and non-economic benefits that equal or exceed the fair market value of the Property because sale of the Property will eliminate the financial costs on the City to hold title to the Property and will allow Developer to focus the resources to bring the Property back into a productive use for the City; and

WHEREAS, Developer estimates that the Project will create approximately (i) 120 full-time temporary construction jobs during the construction period with an approximate total annual payroll of $6,000,000; and (ii) 130 permanent full-time equivalent jobs following completion of construction of the Project with an approximate annual payroll of $5,900,000; and

WHEREAS, in order to facilitate the redevelopment of the Property to a productive use, the City, upon the recommendation of DCED, desires to provide additional support for the Project by (i) providing a forgivable loan to Developer in an amount not to exceed $2,000,000 for the Public Infrastructure Improvements; and (ii) pursuant to Ohio Revised Code ("R.C.") Section 5709.40(B), exempting 100 percent of the Improvement (as defined in R.C. Section 5709.40(A)(8)) to the Property from real property taxation for a period of thirty years, subject to the passage by Council of a separate ordinance, all on the terms and conditions set forth in the Agreement; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities; and

WHEREAS, the City has determined that (i) the Property is not needed for municipal purposes; (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; (iii) it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the Property to Developer because the Property is located in the Convention Center District, and Developer, as an affiliate of 3CDC, is best positioned to complete the Project due to 3CDC's development activity in the District, its comparable experience, and its connections with local development and construction partners; and (iv) the City's sale of the Property to Developer to complete the Project will create jobs and stimulate economic growth in the Central Business District, thereby contributing to the social and economic viability and stability of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its meeting on August 18, 2023; and

WHEREAS, the Project is in accordance with the "Compete" goal to "[f]oster a climate conducive to growth, investment, stability, and opportunity," as described on pages 103-113 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 Property Sale, Funding, and Development Agreement with 101 West Fifth LLC ("Developer"), in substantially the form attached as Attachment A hereto, pursuant to which the City will sell to Developer certain real property located at 101 West Fifth Street in the Central Business District of Cincinnati (the "Property"), for Developer to (a) redevelop the Property into approximately 75,000 square feet of commercial and office space (the "Private Improvements"), and (b) complete various public infrastructure improvements in support of the Private Improvements, including, without limitation, demolition of the skywalk connecting the Property to the Carew Tower, façade repair work around the removed skywalk, and streetscape improvements (the "Public Infrastructure Improvements," and collectively with the Private Improvements, the "Project").

Section 2. That the Property is not needed for municipal purposes.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately $3,220,000; however, the City is justified in selling the Property to Developer for less than fair market value; namely, for $1.00, because the City anticipates that it will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the Property because sale of the Property will eliminate the financial costs on the City to hold title to the Property and will allow Developer to focus the resources to bring the Property back into a productive use for the City.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property to Developer is in the best interest of the City because the Property is located in the Convention Center District, which surrounds Duke Energy Convention Center and is generally

bounded by Race Street, Central Avenue, 4th Street, and 6th Street (collectively, the "District"), and Developer, as an affiliate of Cincinnati Center City Development Corporation ("3CDC"), is best positioned to complete the Project due to 3CDC's development activity in the District, its comparable experience, and its connections with local development and construction partners.

Section 5. That the proceeds from the sale of the Property shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the transfer and appropriation of $2,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 is hereby authorized to provide resources for the Public Infrastructure Improvements.

Section 7. That Council hereby declares expenditures from the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 for the Public Infrastructure Improvements constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code) that will benefit and/or serve the District 2 – Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43, and serve a public purpose because the Project will create jobs and enhance the revitalization of the District.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, deeds, plats, terminations, releases, and other documents.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to expedite the City's sale of the Property to Developer, so that Developer can move forward with the Project without delay, enabling the Property to be put to its highest and best use, for the economic benefit of the City, at the earliest possible time.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Contract No. _____

PROPERTY SALE, FUNDING, AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI

and

101 WEST FIFTH LLC

Project Name: 101 West 5th Street

(sale of City-owned real property and loan of City funds for a mixed-use development consisting of commercial space and office space)

Dated: _____, 2024

PROPERTY SALE, FUNDING, AND DEVELOPMENT AGREEMENT
(101 West 5th Street)

This **PROPERTY SALE, FUNDING, AND DEVELOPMENT AGREEMENT** (this "**Agreement**") is made as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **101 WEST FIFTH LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Developer**"), an affiliate of **CINCINNATI CENTER CITY DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**3CDC**").

Recitals:

A. The City owns certain real property located at 101 West Fifth Street in the Central Business District of Cincinnati, which property is more particularly described on Exhibit A (*Legal Description*) hereto (the "**Property**"). The Property is under the management and control of the City's Department of Community and Economic Development ("**DCED**").

B. Developer desires to purchase the Property from the City and has proposed to redevelop the Property by completing all of the following (the "**Project**"):

i. remodeling the existing vacant structure located thereon into approximately 62,000 square feet of renovated office space and approximately 13,000 square feet of renovated commercial space, at an estimated total project cost of approximately $28,031,300, as more particularly described on Exhibit B-1 (*Private Improvements – Scope, Budget, and Sources of Funds*) hereto (the "**Private Improvements**"); and

ii. completing various public infrastructure improvements, including, without limitation, demolition of the skywalk connecting the Property to the adjacent Carew Tower across Race Street, façade repair around the removed skywalk, and streetscape improvements, all as more particularly described on Exhibit B-2 (*Public Infrastructure Improvements – Scope, Budget, and Sources of Funds*) hereto (the "**Public Infrastructure Improvements**").

C. The City's Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately $3,220,000 (the "**Fair Market Value**"); however, to facilitate the Project and promote its economic feasibility, the City is agreeable to selling the Property to Developer for less than the Fair Market Value; namely, for $1.00, because the City will receive economic and non-economic benefits that equal or exceed the Fair Market Value of the Property because the City's sale of the Property will eliminate the financial costs on the City to hold title to the Property and will allow Developer to focus the resources to bring the Property back into productive use.

D. Pursuant to Resolution No. 6-2022, approved by City Council on January 26, 2022, the Mayor and Council of the City expressed their support for the City to generate a comprehensive strategy for redevelopment of the Duke Energy Convention Center and the surrounding area generally bounded by Race Street, Central Avenue, 4th Street, and 6th Street (collectively, the "**District**"), including through the engagement of 3CDC for planning and management services related to the District.

E. The City, the Board of County Commissioners of Hamilton County, Ohio (the "**County**"), and 3CDC Development Manager, LLC ("**Manager**"), an affiliate of Developer and wholly owned subsidiary of 3CDC, entered into a certain *Development Management Services Agreement* dated June 14, 2023 (the "**Services Agreement**"), pursuant to which the City and the County engaged Manager to, among other things, provide general planning and development services as it relates to property within the District.

F. The City has determined that (i) the Property is not needed for a municipal purpose; (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and (iv) it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the Property because the Property is located in the District, and Developer, as an affiliate of 3CDC, is best positioned to complete the Project due to 3CDC's development activity in the District, comparable experience, and connections with local development and construction partners.

G. Pursuant to Ordinance No. [_____]-2024, passed by City Council on [_____], 2024, the City created a so-called project-based TIF for the Property under Ohio Revised Code ("**ORC**") Section 5709.40(B), declaring the Improvement (as defined in ORC Section 5709.40) to the Property to be a public purpose and exempt from real property taxation for a period of 30 years (the "**Project TIF Ordinance**" and the "**Project TIF Exemption**", as applicable). As provided in the Project TIF Ordinance, the City shall not require Developer to pay service payments in lieu of taxes as described in ORC Section 5709.42 during the Project TIF Exemption.

H. The Board of Education of the Cincinnati City School District (the "**School Board**"), pursuant to an agreement with the City entered into on April 28, 2020, has approved exemptions of up to 100% of TIF projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

I. Developer has entered or will enter into an agreement with the School Board requiring Developer to pay to the School Board 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 "**School Board Agreement**").

J. The Property is located in the tax increment financing district known as "District 2 – Downtown South/Riverfront District Incentive District" (the "**TIF District**"), established by Ordinance No. 412-2002, passed by City Council on December 18, 2002, pursuant to ORC Section 5709.40; however, the City amended the TIF District boundaries to remove the Property from the TIF District with the passage of the Project TIF Ordinance in order to create the Project TIF Exemption.

K. In addition to the sale of the Property and the Project TIF Exemption, Developer has requested a loan from the City to fund the Public Infrastructure Improvements and, in furtherance of the herein described public purposes and upon the terms and conditions set forth in this Agreement, the City desires to lend to Developer a loan from tax increment financing funds from the TIF District in the principal amount not to exceed $2,000,000 (the "**Loan**"), to be utilized for the costs of the Public Infrastructure Improvements.

L. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio 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.

M. Developer estimates that the Project will create approximately (i) 120 full-time temporary construction jobs during the construction period with an approximate total annual payroll of $6,000,000, and (ii) 130 permanent full-time equivalent jobs following completion of construction of the Project with an approximate annual payroll of $5,900,000.

N. In recognition of the importance and value of including diversity, equity, and inclusion efforts for development projects within the District, the City, the County, and Manager developed a plan and established goals to maximize inclusion efforts within the District (the "**Inclusion Plan**"). In furtherance thereof, in completing the Project, Developer will ensure that all contractors, subcontractors, and consultants on the Project comply with the applicable provisions of the Inclusion Plan for a project of the size and scope of the Project and utilize best efforts to achieve participation at a level of 20% for minority-

owned business enterprises and 10% for women-owned business enterprises, with an additional aspirational reach goal of an additional 5% each.

O. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale of the Property to Developer at its meeting on August 18, 2023.

P. Cincinnati City Council approved the City's sale of the Property to Developer and authorized funding for the Loan by Ordinance No. _____, passed on _____.

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

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Property to Developer, and Developer hereby agrees to purchase the Property from the City for a purchase price of $1.00 (the "**Purchase Price**"). Developer acknowledges that it is familiar with the condition of the Property, and at Closing (as defined below), the City shall convey the Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Property.

2. Closing and Conditions to Closing.

(A) Due Diligence. The Closing shall not occur unless and until each of the following conditions have been satisfied or waived in writing by the City, at the City's sole and absolute discretion (collectively, the "**Due Diligence Items**"); *provided, however,* that if the City, in its sole and absolute discretion, determines that one or more of the Due Diligence Items would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Due Diligence Items in the Deed (as defined below) or handle such Due Diligence Items post-Closing:

(i) *Title Commitment*: Developer shall have delivered to the City a commitment of title insurance for the Property, for issuance of both an owner's policy and a lender's policy of title insurance, prepared by a reputable national title insurance company and in such form acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer and a Lender's Policy of Title Insurance to the City;

(ii) *Environmental Reports*: Developer shall have provided an environmental assessment report for the Property, starting with a Phase I assessment and including any additional assessments as may be required by the City's Office of Environment & Sustainability if appropriate, prepared by a qualified environmental professional in a form acceptable to the City;

(iii) *Developer Inspections*: Developer shall have determined from any inspections and investigations made pursuant to this Agreement, including marketing studies, traffic studies, feasibility studies, and any other studies and investigations related to the Property or the Project that Developer may elect to conduct or have conducted, that the Property and the conditions and circumstances surrounding the Property are suitable for development, construction, and use of the Project in an economically feasible manner;

(iv) *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;

(v) *Conceptual Drawings and Plans*: Developer shall have submitted conceptual drawings for the Project, followed by preliminary plans and specifications for the Project (the "**Preliminary Plans**") submitted to DCED and the City's Department of Transportation and Engineering ("**DOTE**"), including, without limitation, a logistics plan for continued pedestrian

traffic along the south side of Fifth Street and the west side of Race Street, either through the public rights-of-way abutting the Property or through the Property itself, during construction (the "**Pedestrian Plan**");

(vi) *Construction Schedule*: Developer shall have provided the proposed preliminary construction schedule for the Project;

(vii) *B&I Coordinated Report Conditions*: Developer shall have satisfied the conditions required by the City's Department of Buildings and Inspections ("**B&I**") set forth in the City's Coordinated Report No. 43-2023;

(viii) *Payment and Completion Guaranty*: Developer shall have caused 3CDC to execute and deliver to the City the Guaranty (as defined below);

(ix) *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;

(x) *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; and

(xi) *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 (A) shall be performed and obtained, as the case may be, at no cost to the City.

(B) Developer's Right of Entry.

(i) Pursuant to a *Right-of-Entry Agreement* dated August 2, 2023, and amended December 20, 2023, between the City and Developer (as amended, the "**ROE**"), the City authorized Developer to enter the Property to perform exploratory and non-structural demolition work. Prior to Closing, Developer may enter the Property pursuant to the terms of the ROE.

(ii) In the event the ROE is terminated prior to Closing, then prior to Closing and upon the City's prior written authorization, to be provided in the City's sole and absolute discretion, Developer may enter the Property during reasonable business hours to conduct tests and inspections related to the Project, *provided that* Developer must provide DCED at least 24 hours' notice prior to entering the Property. Developer shall promptly repair any damage to the Property resulting from its inspections and Developer shall hold the City harmless from any loss or expense arising out of Developer's activities on the Property. Entry shall be at the sole risk of Developer. DCED shall cooperate with Developer in Developer's inspections, studies, and in obtaining all required approvals (it being acknowledged by Developer that the City makes no representations or assurances regarding the granting of any required approvals).

(C) Right to Terminate. If prior to Closing, either party determines, after exercising reasonable good faith efforts, that any of the Due Diligence Items and associated conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Due Diligence Items and associated conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred as of May 30, 2024, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.

(D) Closing Date. Subject to the terms and conditions of this Agreement, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place on March 20, 2024, or such earlier or later date upon which the parties mutually agree.

(E) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, (ii) the City shall deliver executed versions of the Title Clean-Up Documents (defined below), and (iii) the City shall convey all of its right, title, and interest in and to the Property to Developer by Quitclaim Deed substantially in the form of Exhibit C (*Form of Quitclaim Deed*) hereto (the "**Deed**"). Developer shall cause the payment of all conveyance fees, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing, such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer and its successors-in-title shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing (except that the City shall not be required to execute a title affidavit or the like). Except in the case of a foreclosure or deed in lieu of foreclosure, Developer shall not transfer title to the Property prior to the completion of construction without the City's prior written consent. Pursuant to Cincinnati Municipal Code Section 301-20, at Closing, Developer shall cause to be paid to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein. "Title Clean-Up Documents" means the following:

(i) Affidavit of Facts – Termination of Pogue Ingress Easement at Former Saks Building;
(ii) Affidavit of Facts – Termination of the Saks Attachment Agreement;
(iii) Termination of 4th and Race Easement.

(F) Maintenance of Property Between Closing and Prior to Construction Commencement. Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.

(G) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless 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 City as a result of or arising from any such Pre-existing Environmental Condition. The remediation and indemnity obligations of Developer under this paragraph shall survive the completion of the Project.

3. City Financial Assistance.

(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 the TIF District in an amount not to exceed $2,000,000. The proceeds of the Loan (the "**Funds**") shall be used solely to pay for costs of the Public Infrastructure Improvements as detailed on Exhibit B-2 (the "**Eligible Uses**"), and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the Private Improvements, for the purchase of

inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.

(B) Promissory Note. Prior to disbursement of the Loan, Developer shall execute a promissory note in the form of attached Exhibit D (*Form of Promissory Note*) hereto (the "**Note**"; this Agreement, the Mortgage, and 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 shall be in the full amount of the Funds. The Note shall be executed by Developer and delivered to the City at Closing. Developer shall repay the Loan in accordance with the terms and conditions of the Note, as more particularly described therein. If Developer fails to timely complete any 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.

(C) Security. Prior to the disbursement of any Funds for the Project, Developer shall grant the City a mortgage on its interest in the Property substantially in the form of Exhibit E (*Form of Mortgage*) hereto (the "**Mortgage**"), as security for the Loan. Developer shall execute the Mortgage at Closing 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. The Mortgage shall be released only after the repayment of the Loan in accordance with the Note and upon Developer's written request. Developer shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Loan Documents, or available at law or in equity. The City acknowledges and agrees that the Mortgage shall be subordinated to any Project Debt and the City shall execute and deliver to Developer a subordination within 15 business days of a request from Developer. 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.

(D) Disbursement of Funds. The Funds shall be disbursed 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 Construction Commencement (as defined below) 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 Funds for the Eligible Uses.

(E) Payment and Completion Guaranty. Developer shall cause 3CDC to execute and deliver to the City a guaranty of payment and completion with respect to Developer's obligations regarding the Project, which shall be substantially in the form of the attached Exhibit G (*Form of Payment and Completion Guaranty*) hereto (the "**Guaranty**").

(F) 30-Year Tax Exemption Pursuant to ORC Section 5709.40(B). The TIF Exemption shall be subject to and contingent upon, among other things, the execution and continued effectiveness of this Agreement and the Project TIF Ordinance. The City's financial assistance shall be limited to providing the tax exemption in accordance with this Agreement. As between the City and Developer, Developer shall be solely responsible for, or shall require entities other than the City (and its associated boards, commissions, and other related entities) to pay, all costs associated with the Project. If any time the TIF Exemption, or the exemption from service payments in lieu of taxes described in the Project TIF Ordinance, is determined to be invalid or unlawful, the City shall be under no obligation to provide an alternative incentive, subsidy, or other assistance to Developer.

(G) No Other City Assistance. As a material inducement to the City to enter into this Agreement, Developer agrees that it shall not request or expect to receive any additional funding, real estate or income tax abatements, or other financial assistance from the City in connection with the Project in the future, either

for itself, for the benefit of the tenants or other occupants of the Property, or for the benefit of any other third party unless the City agrees to the contrary in writing.

4. Commencement and Completion of Project; Repurchase Option for Failure to Commence Construction.

(A) Commencement and Completion of Construction. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from B&I for construction of the Project and all other permits and zoning approvals, as necessary, and (b) commence on-site construction of the Project in accordance with the Plans and Specifications (as defined below) (collectively, "**Construction Commencement**") no later than May 30, 2024 (the "**Construction Commencement Date**"), (ii) complete construction of the Public Infrastructure Improvements (as evidenced by submission of a G704 for the Public Infrastructure Improvements) in accordance with the Plans and Specifications and all other City approvals ("**Public Infrastructure Construction Completion**") no later than July 31, 2025 (the "**Public Infrastructure Construction Completion Date**"), (iii) complete construction of 70% of the leasable space in the Project as evidenced by a Certificate of Occupancy for 70% of the leasable space in the Project, in accordance with the Plans and Specifications and all other City approvals ("**Private Improvements Construction Completion**") no later than July 31, 2028 (the "**Private Improvements Construction Completion Date**"), and (iv) complete construction of the Project (as evidenced by issuance of Certificate(s) of Occupancy for the remainder of the Property) in accordance with the Plans and Specifications and all other City approvals ("**Project Completion**") no later than July 31, 2030 (the "**Project Completion Date**"); *provided*, *however*, upon Developer's written request and at the DCED Director's sole and absolute discretion, the City may extend any or all of the Construction Commencement Date, the Public Infrastructure Construction Completion Date, the Private Improvements Construction Completion 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.

(B) Pre-Construction Commencement Conditions. Following Closing but prior to Construction Commencement, Developer shall have delivered to the City, in a form and substance acceptable to the City, unless waived by the City in its sole and absolute discretion, each of the following (collectively, the "**Pre-Construction Conditions**"); *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Pre-Construction Conditions would be more appropriately separated into Pre-Construction Conditions applicable only to the Public Infrastructure Improvements or the Private Improvements, the City may, if appropriate, permit such Pre-Construction Conditions to be satisfied after Construction Commencement.

(i) *Final Plans and Specifications*: Developer shall have submitted its final plans and specifications for the Private Improvements and the Public Infrastructure Improvements, which shall be consistent with Exhibit B-1 and Exhibit B-2, respectively, and which shall include an update, if necessary, of the Pedestrian Plan, to DCED and DOTE and received approval of the same from DOTE (the "**Plans and Specifications**"). For clarity, Developer may begin demolition under its demo permit prior to approval of the Pedestrian Plan. Once the City has approved the Plans and Specifications, Developer shall not make any material changes thereto without the DCED Director's prior written consent. Developer shall complete the Project in accordance with the Plans and Specifications;

(ii) *Final Budget & Construction Contract*: Developer shall have submitted final construction bids and a final budget for construction of the Public Infrastructure Improvements and the Private Improvements and an executed copy of Developer's construction contract with Developer's general contractor for the Project;

(iii) *Coordinated Report Conditions*: Developer shall have satisfied the conditions set forth in the City's Coordinated Report No. 43-2023, including, without limitation, those conditions summarized in Section 13 below;

(iv) *Skywalk Termination Agreement*: Prior to Developer's commencing demolition of the Carew Skywalk, Developer shall have provided to the City a copy of the fully executed *Release and Termination of Easements Agreement* for termination of the easements related to the Carew Skywalk, as defined in Exhibit B-2, in substantially the form as approved by the City; and

(v) *Construction Schedule*: Developer shall have provided an updated construction schedule for the Project, if necessary.

(C) Repurchase Option. As memorialized in the Deed, if either (i) Developer has not provided evidence satisfactory to the City that Developer has closed or will close on construction financing and associated debt for the Project (the "**Notice of Financial Closing**") or (ii) Construction Commencement has not occurred on or before the Construction Commencement Date, then, at any time thereafter, the City shall have the option to repurchase the Property for the Purchase Price by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing (the "**Repurchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Construction Commencement Date, but prior to the earlier of the date of Construction Commencement or the date of receipt of the Notice of Financial Closing. Upon written request by Developer and Construction Commencement occurring prior to notice that the City is electing to exercise the Repurchase Option, the City shall execute and deliver to Developer a recordable release, approved by Developer's title company, of the Repurchase Option within 10 business days of Developer's request. Upon written request by Developer and receipt of the Notice of Financial Closing prior to notice that the City is electing to exercise the Repurchase Option, the City shall execute and deliver to Developer's title company a recordable release of the Repurchase Option within 10 business days of Developer's request, to be held in escrow and released at Developer's financial closing.

(D) Repurchase Option Closing. If the City elects to exercise the Repurchase Option, the reconveyance of the Property to the City pursuant to such Repurchase Option shall take place on the date specified in the City's notice of election. On the date of such reconveyance: (i) Developer shall reconvey marketable title to the Property (including any and all improvements located thereon) to the City or its designee in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Property); (ii) Developer shall pay all customary closing costs associated with such reconveyance (e.g., conveyance fees, transfer tax, recording fees) such that the City shall not be required to come up with any funds at the closing for such re-conveyance; and (iii) real estate taxes and assessments shall be prorated as of the date of the reconveyance. The provisions of paragraphs (C) and (D) hereof shall be reflected in the City's Deed.

(E) 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.

(F) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary building permits and other 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 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 B&I, DOTE, other City departments, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(G) Inspection of Work. During construction at the Property, 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 the work is not in accordance with the City-approved 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 and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds).

(H) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

(I) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, all monthly construction draw walk materials and 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, including, without limitation, the final G702-703, final lien waivers from all contractors, subcontractors, and final certificate(s) of occupancy. Notwithstanding anything to the contrary, the City's determination that Developer's timing or content of such reports is insufficient shall not be (i) deemed a default under this Agreement, nor (ii) considered a condition precedent to the City's obligations hereunder.

(J) 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.

(K) Barricade Fees Payable to DOTE. Developer acknowledges that (i) Developer may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent street if and when construction necessitates such closures, and (ii) 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. In consideration of the benefits afforded the City by the Project, the City agrees to waive a portion of such barricade fees but not the portion of the fee allocable to DOTE's direct costs for the cost of permit issuance, and for the actual time associated with issuing such permits and inspections associated with such issued permits.

(L) Diversity, Equity, and Inclusion. Developer shall follow and enforce Sections A, B, and D of the Inclusion Plan, including through following and enforcing the applicable provisions of the Compliance Plan and submitting the required monthly reports relating thereto, to ensure that Developer and all of its contractors, subcontractors, and consultants utilize best efforts to achieve the W/MBE Goals of 20% for MBEs and 10% for WBEs, with the additional Aspirational Goals of 5% each for MBEs and WBEs, for collective goals of 25% for MBEs and 15% WBEs (for the purposes of this paragraph (L) the terms "Compliance Plan", "W/MBE Goals", "MBEs", "WBEs", and "Aspirational Goals" shall have the meanings ascribed to them in the Services Agreement.

5. Annual Payment Amount; Sale Payment Amount.

(A) Cash Distributions. 3CDC, as the sole member of Developer, may, in its sole and absolute discretion, take any distributions from Developer consistent with law and any other loan or financing documents. However, if Developer so desires to make a distribution to 3CDC, it shall split the cash it desires to distribute from Developer and distribute 40% of such amount to the City (the "**Distribution Amount**"),

included with a report to the City detailing the distributions made to members of Developer (the "**Distribution Report**").

(B) Net Revenue. Regardless of whether Developer is making any distributions of cash, it shall pay to the City 40% of the annual "Net Revenue" of Developer, if any (the "**Net Revenue Payment**"). Not later than April 1 of each year, Developer shall (i) submit a financial report outlining all revenue of Developer, all Cash Distributions if any, all Operating Costs, and all Net Revenue from the prior fiscal year (the "**Revenue Report**"), and (ii) the Net Revenue Payment to the City, if any. The City will review the Revenue Report within 30 days of receipt. If the City has questions, it shall provide those questions to Developer and Developer shall have 30 days from the date of receiving notice of the same from the City to (i) if necessary, revise the Revenue Report to answer the City's questions and provide any additional information reasonably requested, and if necessary, revise the Revenue Report to address such questions, and (ii) submit a revised or supplemental Net Revenue Payment if necessary.

(C) Sale of Property by Developer. In the event Developer sells the Property, or any portion thereof, ("**Developer Sale**"), Developer shall pay to the City 40% of the Net Sale Proceeds (the "**Sale Payment**"), unless waived in writing by the City. This provision will not apply in the event of a foreclosure or deed in lieu of foreclosure.

(i) *Sale Report and Sale Payment*. No later than the date 30 days after Developer Sale, Developer shall submit to the City a report calculating the Net Sale Proceeds (the "**Sale Report**"), provide all documentation as requested by the City to document the Net Sale Proceeds, and provide the Sale Payment to the City. Within 30 days of receipt of a Sale Report, the City will review the Sale Report. If the City has questions, it shall provide those questions to Developer and Developer shall have 30 days from the date of receiving notice of the same from the City to (i) if necessary, revise the Sale Report to answer the City's questions and provide any additional information as requested and if necessary, revise the Sale Report, and (ii) submit a revised or supplemental Sale Payment if necessary.

(ii) *Net Revenue Payment Upon Sale*. No later than the date 30 days after Developer Sale, Developer shall submit to the City the Revenue Report(s) for (i) the fiscal year in which Developer Sale occurred, and (ii) any prior fiscal years for which Developer has not yet provided a Net Revenue Payment, and Developer shall pay to the City the Net Revenue Payment(s) corresponding to such Revenue Report(s). The City will review the Revenue Report(s) within 30 days of receipt. If the City has questions, it shall provide those questions to Developer and Developer shall have 30 days from the date of receiving notice of the same from the City to (i) if necessary, revise the Revenue Report(s) to answer the City's questions and provide any additional information as requested, and (ii) submit revised or supplemental Net Revenue Payment(s) if necessary.

(iii) *Distribution Amount Upon Sale*. No later than the date 30 days after Developer Sale, Developer shall (i) pay to the City any Distribution Amount not yet paid and due to the City, and (ii) provide any Distribution Reports for the same.

(D) Definitions. As used in this Agreement:

(i) "Net Revenue" means: all revenue of Developer from whatever sources, minus Operating Costs, Debt Costs, 3CDC Management Fee, Reserve Contributions, and any Additional Debt Payments Developer deems prudent in its sole and absolute discretion.

(ii) "Operating Costs" means: all costs associated with the operation, maintenance, repair and replacement of structures on the Property, including without limitation charges for gas, electricity, water, sewer, telephone and all other utilities, insurance costs, real estate taxes, assessments, service payments, installments of assessments that become due and payable during the Term, management fees to any third-party operator or, if managed solely by 3CDC, all salaries and direct costs associated with such management, and all other costs that would generally be regarded in the industry as operating costs or expenses. Operating Costs do not include the 3CDC Management Fee or Debt Costs.

(iii) "Debt Costs" means: all scheduled debt service for the Property, including administrative fees associated with any bonds or other debt.

(iv) "3CDC Management Fee" means: up to 5% of Developer's gross revenue.

(v) "Reserve Contributions" means: contributions to (1) any reserves required by lenders of Developer, including but not limited to OEBF, and (2) a Capital Repairs and Operating Reserve up to $3,900,000.

(vi) "Additional Debt Payments" means: any additional payments on outstanding debt for the Project Debt beyond scheduled debt service that Developer desires to make. For the avoidance of doubt, any additional payments for debt other than the Project Debt shall not be considered Additional Debt Payments for the purposes of this Agreement.

(vii) "Net Sale Proceeds" means: the purchase price for the Property, or any portion thereof, less any amounts required to retire the outstanding debt associated with the Property, any real estate tax prorations, transfer taxes, and any other costs associated with the closing on the Property or any portion thereof.

(viii) "Project Debt" means: only the financing and associated debt identified in the Private Improvements Sources of Funds table in Exhibit B-1 and any additional financing or debt Developer deems reasonably necessary to complete the Project, including any refinancing of such debt, so long as Developer has provided appropriate notice to the City as follows:

a. In the event Developer desires to refinance the debt set forth in the table in Exhibit B-1, it shall notify the City at least 30 days in advance and may request that the City execute any documents reasonably necessary to effectuate such financing; and
b. In the event Developer desires to increase the total Project Debt by including any additional financing or debt Developer deems reasonably necessary to complete the Project, it shall notify the City and provide the City with the terms of such additional debt and an updated proforma for the Project. The City shall have 15 business days to review the information provided and raise any questions. Developer shall not increase the total Project Debt without the prior written consent of the Director of DCED, such consent not to be unreasonably withheld, conditioned, or delayed.

(E) Covenant to Make Sale Payment in Deed. The Deed will reflect the provisions of paragraph (C) hereof, including a prohibition on the sale, transfer, or conveyance of the Property, or any portion thereof, except upon payment of the Sale Payment that is due, so long as the sale, transfer, or conveyance of the Property (or portion thereof) is a Developer Sale.

6. Insurance; Indemnity.

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements to be 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's Division of Risk Management. Developer's 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 canceled or modified without at least 30 days' prior written notice to the City. Within 10 days following execution of this Agreement, 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. 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 against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) 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 obligations under this paragraph shall survive termination or expiration of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior thereto.

7. Casualty; Eminent Domain. Unless otherwise required by Developer's lenders as set forth in the documents associated with the Project Debt and agreed to by the City in writing, with such written consent not to be unreasonably withheld, conditioned, or delayed, 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 the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the available condemnation or insurance proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Developer shall handle all construction or 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 improvements if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project or the Property is being repaired or restored.

8. Default; Remedies.

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

(i) the failure by Developer or 3CDC to pay any sum payable to the City under this Agreement or the Note within 10 days of when such payment is due;

(ii) Prior to the expiration of the TIF Exemption (the "**Exemption Period**"):

a. the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or

b. the filing of any bankruptcy or insolvency proceedings by or against Developer, the appointment of a receiver (temporary or permanent) for Developer, the attachment of, levy upon, or seizure by legal process of any property of Developer, or the insolvency of Developer, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within 60 days following the date thereof; or

(iii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and the City are parties relating to the Project, and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"); *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of any of the following:

a. Development Default. Developer (1) fails to (x) diligently prosecute the work related to the Project as provided herein, (y) complete the Project in accordance with Exhibit B-1, Exhibit B-2, and substantially in accordance with the Plans and Specifications, or (z) fails to comply with Sections 2 through 5 of this Agreement; or (2) abandons the Project.

b. Misrepresentation. Any representation, warranty, or certification of Developer made in connection with this Agreement, or any other related agreements or documents shall prove to have been false or materially misleading when made (or, in the case of Developer's representations in this Agreement, any representation or warranty ceases to be true and correct in all respects at any time during the TIF Exemption).

c. School Board Agreement. Any failure by Developer to timely enter into the School Board Agreement or to comply with its obligations under the School Board Agreement.

(B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof, (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 event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or 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,

under this Agreement or any other agreement to which Developer and the City are parties relating to the Project shall not constitute a waiver of the breach of such covenant or of such remedy.

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

To the City:	To Developer:
City of Cincinnati Dept of Community & Economic Development 805 Central Avenue, Suite 700 Cincinnati, Ohio 45202	101 West Fifth LLC 1203 Walnut Street, 4th Floor Cincinnati, Ohio 45202

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, Suite 214, Cincinnati, Ohio 45202.

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

(i) Developer is duly organized and validly existing under the laws of the State of Ohio, 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.

(viii) Developer shall be solely responsible for filing such applications, documents, and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain the TIF Exemption during the Exemption Period.

11. Reporting Requirements.

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

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

12. General Provisions.

(A) Assignment; Change of Control.

(i) Assignment. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void. The City hereby consents to Developer's collateral assignment of its rights under this Agreement to any construction lender(s) related to the Project Debt; *provided, however*, the City may require the execution of an amendment hereto or other clerical documentation to effect such assignment or substitution of parties. Any such permitted assignment shall not act as a release of Developer, unless otherwise agreed to in writing by the City, and any prohibited assignment shall be void. If Developer does transfer any of its rights or interests under this Agreement to a third party, Developer must simultaneously assign the School Board Agreement to the transferee.

(ii) Change of Control. Developer (a) shall not permit a Change of Control (as defined below) prior to the completion of construction of the Project, and (b) shall provide the City with prompt written notice of any Change of Control following the completion of construction. As used herein, "Change of Control" means a change in the ownership of Developer such that 3CDC has less than a 50% direct or indirect voting interest in Developer and lacks the power to direct or cause the direction of the management and policies of

Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

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

(C) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

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

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

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

(H) No Third-Party Beneficiaries. No third-party beneficiary rights are intended to be created by this Agreement.

(I) No Brokers. Developer represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.

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

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

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

(M) 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.

(N) 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.

(O) 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

13. Coordinated Report Conditions. Developer shall abide by the following additional conditions identified in the City's Coordinated Report No. 43-2023, unless and until each of the following additional conditions have been satisfied or waived in writing by the City, at the City's sole and absolute discretion:

(A) Stormwater: The inlet and short storm line on the southwest corner of West Fifth Street and Race Street must be properly relocated and reconnected to the nearby Metropolitan Sewer District sewer. The existing storm line must be properly filled, sealed, and abandoned.

(B) Greater Cincinnati Water Works ("**GCWW**"): Within the right of way of West Fifth Street, there exists a 12-inch public water main and related appurtenances. Within the right of way of Race Street, there exists a 12-inch public water main and related appurtenances. The Property is receiving water service via a 10-inch fire branch (Br. No. 259806) and 2-inch domestic service line (Mtr. No. 259806). Any damage caused to the public water system during construction must be repaired to GCWW's satisfaction entirely at the cost of Developer. If air lots are created at the Property, GCWW will require each lot to have its own domestic water service and an air lot covenant will need to be processed with GCWW and recorded. Developer acknowledges that the City is not liable for any damage to the façade of the Property that may occur as GCWW maintains or accesses the public water system and related appurtenances.

(C) Planning and Engagement: Developer acknowledges that office use is not permitted as a principal ground floor use in the Commercial Continuity Overlay in the Downtown Development district and that such use will require a locational variance if Developer decides to have office use as the principal ground floor use. All building permits and zoning relief necessary to complete the work will need to be approved for the change of occupancy.

(D) Duke Energy: Duke Energy has existing electric facilities currently located on the Property. Developer shall grant Duke Energy unrestricted ingress and egress to its facilities. No structures may be constructed within said utility area in conflict with the electric facilities located on the Property, nor may the utility area be physically altered so as to:

a. Reduce the clearances of the facilities,
b. Impair the ability to maintain the facilities, or
c. Create a hazard to the utility's facilities.

Any party damaging said facilities shall be responsible for all costs and expenses associated with the repair or replacement of the same. If said existing electric facilities are to remain in the existing location, Developer shall grant an easement to Duke Energy at the Closing in substantially the form of Duke Energy's customarily used easement form.

(E) Parks Department: Developer must apply for and receive a Public Tree Work Permit ("**PTWP**") prior to commencing work within 15 feet of a public street tree. PTWP approval is conditional. If

work requires removal of street tree/s, compensation shall be made prior to any removal.

(F) Altafiber: There are existing underground telephone facilities at the Property, which must remain in place, in service, and able to be accessed. Any damage done to the existing facilities, or any work done to relocate the existing facilities, will be at the sole expense of Developer.

14. TIF Agreements; Fees, Payments, And Expenses; Termination.

(A) Initial Administrative Fee. Developer represents and warrants to the City that it has paid or otherwise shall pay within 10 days following the execution of this Agreement a non-refundable administrative fee of $15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the TIF Exemption, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) School Board Agreement. Promptly following passage of the Project TIF Ordinance and in accordance with the City's Agreement with the School Board, Developer shall enter into the School Board Agreement with the School Board, which will require that Developer pay to the School Board 33% of the full amount of exempt real property taxes that would have been paid if the TIF Ordinance were not in effect.

(C) Monitoring and Servicing Fee. Developer shall pay to the City an annual monitoring and servicing fee equal to $500 or 1% of the annual taxes exempted under the Project TIF Ordinance, whichever is greater, but not to exceed $2,500 per annum. Such fee shall be due and payable to the City's Finance Department on or before March 31 of each year, commencing in the initial year in which property value is exempted under the TIF Exemption and continuing until the expiration of the TIF Exemption.

(D) Termination of the TIF Exemption. Developer hereby acknowledges and agrees that upon the occurrence of an event of default under this Agreement, the City may terminate the TIF Exemption if the City determines, in its sole and absolute discretion, that the TIF Exemption is no longer serving a valid public purpose. Developer hereby waives any and all claims that Purchaser may have against the City in relation to any such termination.

15. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description*
Exhibit B-1 – *Private Improvements – Scope, Budget, and Sources of Funds*
Exhibit B-2 – *Public Infrastructure Improvements – Scope, Budget, and Sources of Funds*
Exhibit C – *Form of Quitclaim Deed*
Exhibit D – *Form of Promissory Note*
Exhibit E – *Form of Mortgage*
Exhibit F – *Disbursement of Funds*
Exhibit G – *Form of Payment and Completion Guaranty*
Exhibit H – *Additional Requirements*

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is 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

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

Date: _____, 2024

101 WEST FIFTH LLC,
an Ohio limited liability company

By:_____

Name:_____

Title:_____

Date: _____, 2024

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 Property Sale, Funding, and Development Agreement

Legal Description

Property Address: 101 West 5th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No.: 145-0001-B215-00, 145-0001-A215-00, 145-0001-0215-00

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being part of In Lots 265, 266, 267, 290, 291 and 292 by Israel Ludlow and Joel Williams as recorded in Deed Book E-2, Pages 66 and 67 Hamilton County, Ohio Recorder's Office, and being more particularly described as follows:

From the intersection of the South line of Fifth Street (now a 76-foot street) and the east line of Elm Street (now a 76-foot street) (as Fifth Street and Elm Street were widened by Ordinance No. 366-1985 of Cincinnati City Council, passed August 7, 1985); thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 192.69 feet to the Place of Beginning; thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 196.00 feet to the intersection of the south line of Fifth Street as widened and the west line of Race Street (now a 68 foot street as widened by the above Ordinance No. 366-1985); thence along the west line of Race Street as widened South 8° 58' 50" East for a distance of 234.36 feet to a point in a line 154.00 feet north of and parallel with the north line of Fourth Street (a 66 foot street); thence along said line South 81° 11' West for a distance of 196.92 feet to a point in a line perpendicular to the south line of Fifth Street as widened at a point in the south line 196.00 feet West of Race Street as widened; thence along said perpendicular line North 8° 45' 20" West for a distance of 234.57 feet to the Place of Beginning.

Containing an area of 46,063 square feet, more or less.

Exhibit B-1
to Property Sale, Funding, and Development Agreement

Private Improvements – Scope, Budget, and Sources of Funds

I. Scope of Private Improvements

Developer shall remodel the existing vacant structure located on the Property into approximately 62,000 square feet of renovated single-tenant office space and approximately 13,000 square feet of renovated commercial space.

II. Private Improvements Budget

	Core/Shell & TI	Bond Refinance	TOTAL
Hard Construction Costs			
Core & Shell + Landlord work	$12,273,581		$12,273,581
Tenant Improvement Allowance	$8,877,679		$8,877,679
Landlord FF&E	$65,000		$65,000
Hard Construction Costs Subtotal	**$21,216,260**	**$0**	**$21,216,260**

Soft Costs			
Architecture/Engineering	$806,310		$806,310
Permits and Tap Fees	$37,000		$37,000
Insurance	$60,000		$60,000
Utilities	$75,000		$75,000
Construction Testing	$10,000		$10,000
Construction Inspections	$28,000		$28,000
Professional Fees	$77,000		$77,000
Real Estate Tax	$242,627		$242,627
Title & Recording Fees	$80,000		$80,000
Legal Fees	$199,250	$50,000	$249,250
Leasing / Broker Fees	$503,018		$503,018
Marketing & Signage	$5,000		$5,000
Historic Tax Credit Fees			$0
NMTC CDE Fees			$0
NMTC Reserves			$0
Tax Credit Reasonableness Opinions			$0
Condo Fees			$0
Financing Fees	$242,400		$242,400
Construction Interest	$433,307		$433,307
Debt Service Reserve	$1,037,500		$1,037,500
Operating Reserve			$0
Contingency	$1,087,328		$1,087,328
Project Administration Fee	$1,000,000		$1,000,000
Bond Costs of Issuance		$338,800	$338,800

Additional Net New Reserves for Refi		$502,500	$502,500
Soft Costs Subtotal	**$5,923,740**	**$891,300**	**$6,815,040**

TOTAL	**$27,140,000**	**$891,300**	**$28,031,300**

III. Private Improvements Sources of Funds

	Core/Shell & TI	Bond Refinance	TOTAL
Construction Loan	$12,500,000	($12,500,000)	$0
Cincinnati Equity Fund III	$9,640,000	($2,008,700)	$7,631,300
Ohio Enterprise Bond Fund		$15,400,000	$15,400,000
Jobs Ohio	$5,000,000		$5,000,000
TOTAL	**$27,140,000**	**$891,300**	**$28,031,300**

The parties may elect to revise this Exhibit through a letter signed by both the City and Developer.

Exhibit B-2
to Property Sale, Funding, and Development Agreement

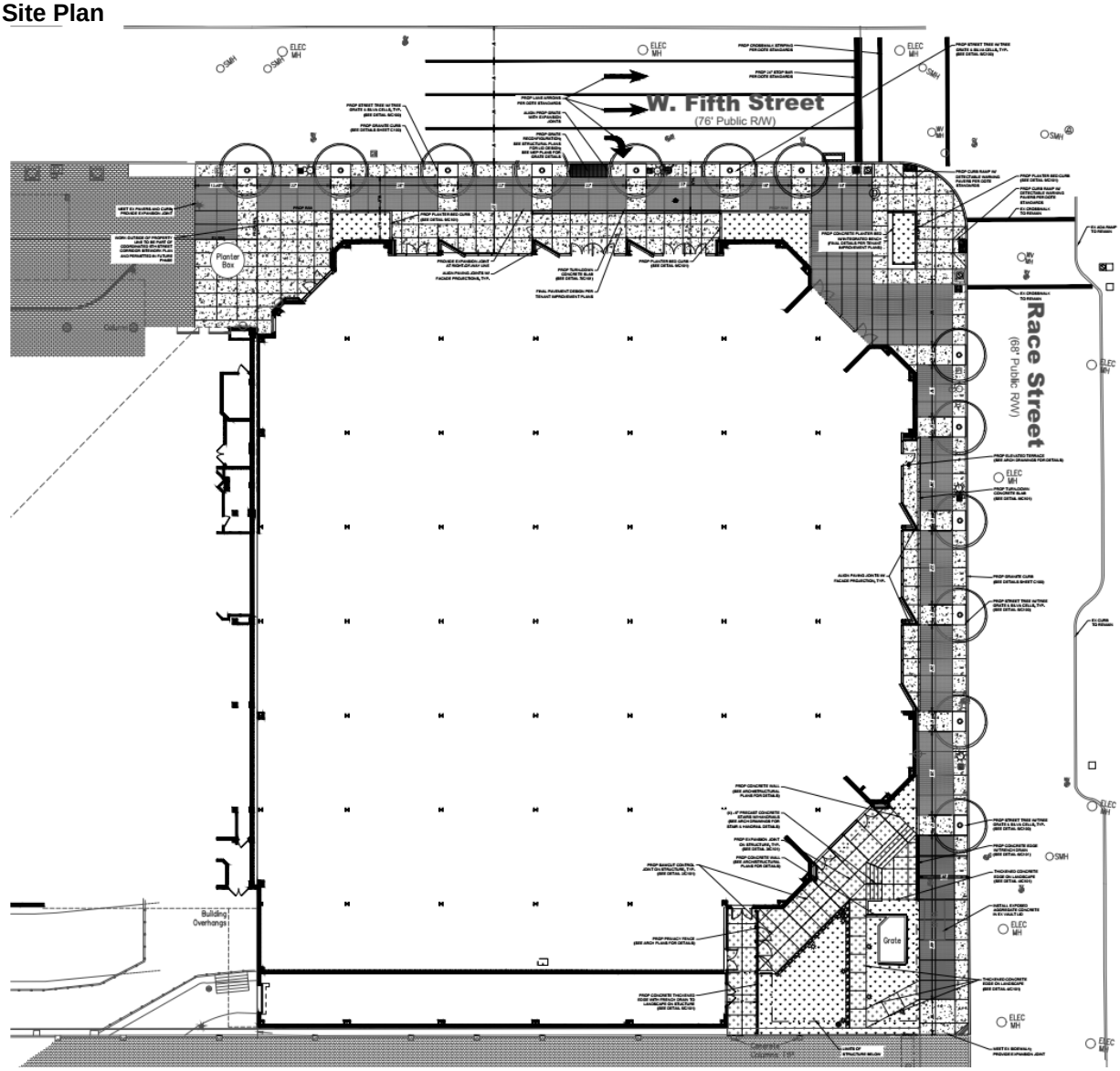
Public Infrastructure Improvements – Scope, Budget, and Sources of Funds

I. Scope of Public Infrastructure Improvements

Developer shall complete the following:

- Skywalk demolition: removal of the existing skywalk bridge that connects the Property to the Carew Tower across Race Street (the "**Carew Skywalk**").
- Carew Tower repairs: restore the façade and board up the interior of the Carew Tower following removal of the skywalk bridge.
- Streetscape rehabilitation:
    - Sidewalks: removal and replacement of all sidewalks bordering the Property on Race Street and Fifth Street. Additionally, Developer will extend the sidewalk into the south-most right turn lane on Fifth Street.
    - Curbs: granite curbs to be installed with new sidewalks described above.
    - Traffic pole: Replace the boom traffic pole on Fifth Street
    - Lighting: New street lights and poles to be installed.
    - Tree grates and wells: New street trees, silva cells, and tree grates will be installed.
    - Fire hydrant: Relocation of fire hydrant to new curb edge on Fifth Street.
    - Removal of midblock crossing and pedestrian signal on Race Street.
- Façade selective work: Select removal and replacement of façade at former skywalk in advance of new work that ensures long-term stability and safety of the former skywalk area.
- Contractor general conditions, general requirements, and fee: Proportional share of the Public Infrastructure Improvements of the Contractor's total direct costs for the Project.
- Soft costs: Includes but is not limited to civil engineering fees, architecture fees, surveying, and lane closure permits, related to the Public Improvements.

Site Plan



II. Public Infrastructure Improvements Budget

Skywalk demolition	$217,100
Carew Tower repairs	$228,900
Streetscape rehabilitation	$910,200
Façade selective work	$160,600
Contractor general conditions, general requirements, and fee	$295,000
Soft costs	$160,800
Contingency	$27,400
TOTAL	**$2,000,000**

III. Public Infrastructure Improvements Sources of Funds

City TIF Loan	$2,000,000
TOTAL	**$2,000,000**

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

Exhibit C
to Property Sale, Funding, and Development Agreement

Form of Quitclaim Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE ONLY]

QUITCLAIM DEED

The **CITY OF CINCINNATI,** an Ohio municipal corporation (the "**City**"), for valuable consideration, hereby grants and conveys to the **101 WEST FIFTH LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Grantee**"), all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description of Property*) hereto (the "**Property**").

Property Address: 101 West 5th Street,
Cincinnati, Ohio 45202

Auditor's Parcel No.: 145-0001-B215-00, 145-0001-A215-00, 145-0001-0215-00

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

Prior instrument reference: Official Record _____, Page _____, Hamilton County, Ohio Records.

This conveyance is subject to all covenants, conditions, reservations, or easements of record. Also, this conveyance is subject to the reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such reservations, easements, covenants, and restrictions, which shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

1. Re-conveyance to City: The City and Grantee are parties to a *Property Sale, Funding, and Development Agreement* dated _____, 2024 (the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement. Pursuant to the terms of the Agreement, Grantee is required to redevelop the Property. If Grantee does not (a) commence construction at the Property on or before the Construction Commencement Date (as defined in the Agreement) in accordance with the Agreement or (b) provide evidence satisfactory to the City that Grantee has closed or will close on construction financing and associated debt for the Project (as defined in the Agreement) on or before the Construction Commencement Date (as defined in the Agreement) in accordance with the Agreement, the City has the right to reacquire the Property as described in the Agreement. At such time as the City no longer has the right to reacquire the Property under the Agreement, the City, at Grantee's request, shall execute and deliver to Grantee, or Grantee's title company to be held in escrow and released pursuant to the terms of the Agreement, a release of such rights for recording in the Hamilton County, Ohio Recorder's Office. Until such time as the Property has been reconveyed to the City or the City has released

or waived its rights to reacquire the Property thereunder, Grantee shall not sell or otherwise transfer title to the Property or any portion thereof without the prior written consent of the City.

2. Covenant Not to Sell, Transfer, or Convey: Except in the event of a foreclosure or deed in lieu of foreclosure, the Property shall not be sold, transferred, or conveyed except in circumstances in which Developer simultaneously pays the Sale Payment and otherwise complies or has complied with the terms and conditions of [Section 5(C)] of the Agreement. The parties hereby agree and acknowledge that this covenant (a) is a covenant running with the land and shall be binding upon Grantee and its successors-in-title, (b) is not merely a personal covenant, and (c) shall bind Grantee and its successors and inure to the benefit of the City. Grantee and its successors-in-title agree that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements of privity of estate or privity of contract shall also be deemed to be satisfied in full.

[*Signature Page Follows*]

Executed on the date of acknowledgement below.

CITY OF CINCINNATI

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____ the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, Ohio 45202

Exhibit:
Exhibit A – *Legal Description of Property*

Exhibit A
to Quitclaim Deed

Legal Description of Property

[TO BE ATTACHED TO EXECUTION VERSION OF DEED]

Exhibit D
to Property Sale, Funding, and Development Agreement

Form of Promissory Note

SEE ATTACHED

PROMISSORY NOTE
(0% interest rate)

$2,000,000.00 Cincinnati, Ohio
Date: _____

FOR VALUE RECEIVED, the undersigned, **101 WEST FIFTH LLC**, a limited liability company organized under the laws of the State of Ohio, the address of which is 1203 Walnut Street, 4th Floor, 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 the purposes of this Promissory Note (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 and 00/100 Dollars ($2,000,000.00) or so much thereof as the City disburses to Borrower pursuant to that certain *Property Sale, Funding, and Development Agreement* between the City and Borrower, dated _____ (the "**Agreement**"), together with interest, if any, as described below (the "**Loan**"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

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 and 00/100 Dollars ($2,000,000.00).

(b) Term: The term of the Loan shall be 30 years, beginning on the date of this Note (the "**Effective Date**"), and ending on the 30th anniversary thereof (the "**Maturity Date**").

(c) Interest Rate: Interest shall accrue on the unpaid principal balance of the Loan at 0.00% per annum. Interest shall begin to accrue upon disbursement of Loan proceeds.

(d) Payments: Borrower shall repay the Loan to the City as follows:

[i] Payment Deferral: All payments on amounts due under the Loan shall be deferred until the Maturity Date.

[ii] Forgiveness: Upon Borrower providing documentation that the Project has been completed (as evidenced by the submission of a G704 for the Public Infrastructure Improvements and Certificate(s) of Occupancy for at least 70% of the leasable space on the Property) and so long as Borrower is then and has continually been in compliance with all requirements of the School Board Agreement, this Note, and the Agreement, then the City agrees to forgive 100% of the outstanding principal balance of the Loan. Upon request by Borrower, the City will provide written confirmation of such compliance and forgiveness and a release of the Mortgage.

[iii] Balloon Payment: On the Maturity Date, Borrower shall make a balloon payment equal to all unpaid and unforgiven principal, interest (if any), and other charges outstanding on the Loan.

(e) Acceleration: If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the 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.

(f) Prepayment: Borrower may prepay the Loan and accrued interest at any time, without penalty.

(g) Default Rate of Interest; Late Charges: If any payment due hereunder is not received by the City when due, a late charge equal to 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 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 Agreement in the event of a default.

(h) 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, unless such sale is otherwise authorized by the City in writing in accordance with the 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. **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.

5. **Default.** Upon any default under the Agreement or default in the payment of interest, 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. 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.

6. **General Provisions.** This Note and any and all ancillary documents executed by Developer 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, and 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:

101 WEST FIFTH LLC
an Ohio limited liability company

By:_____
Name:_____
Title:_____

Approved as to Form:

_____
Assistant City Solicitor

cc: Karen L. Alder, City Finance Director

Exhibit E
to Property Sale, Funding, and Development Agreement

Form of Mortgage

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S OFFICE]

MORTGAGE

The undersigned, **101 WEST FIFTH LLC**, an Ohio limited liability company, 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Borrower**"), in consideration of a loan in the principal amount of $2,000,000 made by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), to Borrower, as evidenced by Borrower's promissory note of even date herewith (as the same may be amended, restated, or replaced from time to time, the "**Note**"), hereby grants, with mortgage covenants, to the City the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

Property Address: 101 West 5th Street, Cincinnati, Ohio 45202

Auditor's Parcel Nos.: 145-0001-B215-00, 145-0001-A215-00, 145-0001-0215-00

Prior Instruments: OR _____, Page _____, Hamilton County, Ohio Records.

This Mortgage is given, upon the statutory condition, to secure the payment and performance of all obligations of Borrower under the Note, that certain *Property Sale, Funding, and Development Agreement* dated _____, and any and all ancillary loan documents executed by Borrower in favor of the City in connection therewith.

[Signature page follows]

This Mortgage is executed on the date of acknowledgement set forth below.

101 WEST FIFTH LLC
an Ohio limited liability company

By:_____
Name:_____
Title:_____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____, the _____ of 101 WEST FIFTH LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

Approved as to Form

_____
Assistant City Solicitor

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

Exhibit:
Exhibit A – *Legal Description*

Exhibit A
to Mortgage

Legal Description

[TO BE ATTACHED TO EXECUTION VERSION OF MORTGAGE]

Exhibit F
to Property Sale, 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) Developer has provided the City with the executed Guaranty, the executed Note, a copy of the executed and recorded Mortgage, and a copy of the executed School Board Agreement;

(ii) Developer has provided the City with evidence of insurance required under this Agreement;

(iii) Developer has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work;

(iv) Developer has provided the City with evidence that Developer has secured all other funds necessary to complete the Project;

(v) The City has approved of the Due Diligence Items and construction shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;

(vi) Developer has provided to the City such other information and documents pertaining to Developer or the Project as the City may reasonably require; and

(vii) Developer is not in default under this Agreement in full compliance with all requirements under this Agreement, the Note, the Mortgage, and the Guaranty.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Developer, to be used solely for the Eligible Uses. The City shall disburse the Funds on a reimbursement basis. Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to February 1, 2023. 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 the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 30 days following completion of construction 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 with contracts over $5,000 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.

(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 Public Infrastructure Improvements has been completed and a G704 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 disbursal 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 Property Sale, Funding, and Development Agreement

Form of Payment and Completion Guaranty

SEE ATTACHED

PAYMENT AND COMPLETION GUARANTY

This Payment and Completion Guaranty ("**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by **CINCINNATI CENTER CITY DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, the address of which is 1203 Walnut Street, 4th Floor, 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 and 101 West Fifth LLC, an Ohio limited liability company ("**Obligor**"), are parties to a *Property Sale, Funding, and Development Agreement* dated _____, 2024 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the Project, which includes the redevelopment of 62,000 square feet of renovated office space and approximately 13,000 square feet of renovated commercial space on certain real property more particularly detailed in the Agreement. Pursuant to the terms of the Agreement, Obligor has executed or will execute a promissory note in the principal amount of $2,000,000 in favor of the City (the "**Note**") in connection with the City's partial financing of Obligor'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 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 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) full and timely payment of the Obligor's obligations to indemnify the City under the Agreement, (ii) the full and timely repayment of the Loan if and when the same becomes due and payable by Obligor under the Note, (iii) the full and timely payment of the Annual Payment and the Sale Payment if and when the same become due and payable by Obligor under the Agreement, and (iv) the full and prompt performance by Obligor or Obligor's obligations under the Agreement to complete the Project in accordance with, and subject to, the terms and conditions of the Agreement and the Note, including payment to the City of any and all losses, damages, and expenses (including, without limitation, attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages, or expenses are expressly provided for under the Agreement, or are then otherwise allowable by law (collectively, the "**Guaranteed Obligations**").

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City shall notify Guarantor thereof in writing. If the City provides notice of default, then Guarantor, within 10 business days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). 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 the Agreement or at law or in equity.

(C) From time to time, the City may 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 Loan Documents; (ii) modify or supplement any of the provisions of the Loan Documents upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Loan Documents upon written agreement with Obligor and/or effect any release, compromise, or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct, and immediate and is a guaranty of payment, performance, and completion, and not of collection on the Loan; (ii) shall not be conditioned or contingent upon the pursuit by Obligor 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 Agreement, as the case may be, 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 Obligor or any other person; or (ii) otherwise pursue or exhaust its remedies against Obligor or any other person or entity or against 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, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or Note or 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 Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

3. Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the 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 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 Agreement or Note, 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 Agreement or the Note upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within 10 business days after the City's written demand.

4. Subrogation. Anything contained in any provision of this Guaranty, the Agreement, the Note, or applicable law to the contrary notwithstanding, any and all rights of Guarantor to collect amounts

that may be owed to it by Obligor shall be subordinate to amounts owed by Obligor to the City under the Note, and after an event of default under the Note and continuing until such time as all obligations of Obligor under the Note have been paid in full, Guarantor shall not accept any payments from Obligor. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement and the Note, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

5. Effect of this Guaranty. Guarantor hereby warrants to the City that: (A) Guarantor (i) has a financial interest in the Project; (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 to perform its obligations under this Guaranty; and (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

6. 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: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

7. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, a written amendment executed by the City and Guarantor.

(B) Waiver. Neither 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 agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(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 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 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 Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(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 Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.

(J) Assignment. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

Signature Page Follows

Executed by the Guarantor, effective as of the date indicated below (the "**Effective Date**").

GUARANTOR:

CINCINNATI CENTER CITY DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By:_____

Name:_____

Title:_____

Date: _____, 2024

[*City Signature Page Follows*]

ACKNOWLEDGED AND ACCEPTED BY:

CITY OF CINCINNATI

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

Date: _____, 2024

Approved as to Form:

_____
Assistant City Solicitor

cc: Karen L. Alder, City Finance Director

Exhibit H
to Property Sale, 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 a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

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

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

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

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

Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard 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) Reserved.

(G) Equal Employment Opportunity.

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

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

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

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

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

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

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's

organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

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

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

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

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

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

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

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

garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(B) 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.

(C) 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

REQUEST FOR PROJECT WAGE DETERMINATION

2024-037

DATE RECEIVED:

1/25/2024

DEI USE ONLY
Fillout and Circle all that Apply Below:

FUNDING GUIDELINES:
(State or Federal)

RATES THAT APPLY:
(Building, Heavy, Highway, Residential)
State Prevailing Wage Rates Apply
DECISION NUMBER: N/A

MODIFICATION NUMBER: N/A

PUBLICATION DATE: N/A

DETERMINATION BY:
Name: Jonah James

Title: Development Manager

Date: 1/30/2024

APPROVED BY:

Larua Castillo
DIRECTOR, DEPARTMENT OF ECONOMIC INCLUSION

COMMENTS:

ORIGINAL ASSIGNED NUMBER:

REQUESTING AGENCY OR DEPT:
DCED

CONTACT PERSON AND PHONE NUMBER:
Marc Von Allmen x6109

Requested Date: 01/24/2024
Estimated Advertising Date: 03/01/2024
Estimated Bid Opening Date: 03/15/2024
Estimated Starting Date: 04/01/2024

SOURCE AND FUND NUMBER

CITY	X	**FUND**	980
STATE		**FUND**	
COUNTY		**FUND**	
FEDERAL		**FUND**	

PROJECT BEING COMPETIVLY BID? X

PROJECT ACCOUNT NUMBER:

AMT. OF PUB. FUNDING $: 2,000,000

TOTAL PROJECT DOLLARS: 34,625,882

NAME OF PROJECT
101 W 5th St. Saks Building Redevelopment

The project as described is for building demolition and rehab, as well as streetscape work.The project is receiving a $2,000,000 forgivable loan from the City, which is above the prevailing wage threshold for both building and heavy work according to ORC 4115.03, as updated by the Ohio Department of Commerce. Therefore, State of Ohio prevailing wage requirements will apply. State of Ohio building rates will apply to work done to the buildings while heavy highway rates will apply to the streetscape work.

NOTE: Any changes to the scope or funding of this project will require revision to this determination.

TYPE OF WORK

1. Building	X	**2. Heavy**
3. Highway	X	**4. Residential**
5. Demolition	X	
6. Other		

PROJECT LOCATION

Project is located at 101 W 5th Street in the Central Business District. Project involves the renovation of the vacant, 2.5 story Saks Fifth Avenue building into 60K SF of office space and 13K SF of commercial space. The project also includes demolition of the skywalk connecting the Saks building to the Carew Tower and limited restoration work for the Carew Tower.

PROJECT FUNDING SOURCE

Incentive package includes the following - Project TIF tax exemption. 30 years, net 67%. Estimated nominal value of $6.1MM. - $2MM forgivable loan from City with district TIF funds. - City is contributing real property at below FMV ($4.2MM from County Auditor). - Project is also seeking $1.5MM JobsOhio grant and $3.5MM JobsOhio loan.

PROJECT SCOPE OF WORK AND BUDGET

Project Scope, including broken out public improvement funds scope, will be emailed separately.

DEI 217 Form
REV: 8/3/2023

City of Cincinnati

801 Plum Street, Suite 354
Cincinnati, OH 45202

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

Reggie Harris
Councilmember

2/22/2024

MOTION

To Utilize Parking Enforcement to Positively Impact Quality of Life and Accessibility

WE MOVE that the administration create and execute a plan for parking "blitzes" where resources are dedicated towards ticketing and informing offenders in high impact areas. This should focus on issues related to quality of life, including blocking the sidewalk or other public right-of-way, fire hydrants, bus stops or lanes, accessible ramps or other accessible infrastructure, bike lanes, fire lanes, and street cleaning dates. This should be accompanied by periodic updates on the effectiveness of the blitzes.

WE FURTHER MOVE that the administration focus on enforcing the street cleaning ticketing and towing in the CUF neighborhood to ensure that vehicles are removed from on-street parking spots so that the street cleaner can reach the curb on clearly signed dates.

Reggie Harris
Councilmember Reggie Harris

Scotty Johnson
Councilmember Scotty Johnson

Mooo Jeffrey

JEFF CRAMERDING

STATEMENT

Vehicle parking is a privilege that must be balanced against the other quality of life concerns of our residents. Too often, especially after the COVID-19 pandemic, we have seen patterns of behavior with vehicles that

Cal 3/6

have run counter to the positive and safe urban environment our neighborhoods desire. Improper car storage can interrupt city operations, public and bike transportation, the accessible pedestrian network, and more.

The purpose of these traffic "blitzes" is to balance revenue and manpower considerations against targeted areas where intervention is specifically needed. The goal is to help drive behavioral changes and make our communities safer and more accessible. By setting up this operational infrastructure, it allows the city to be nimbler to address future concerns of citizens as well as they may arise.

Specifically, in the CUF neighborhood, the Community Council has for years documented the impact of street cleaners not being able to reach the curb due to parked cars. This has resulted in clogged storm grates and excessive stormwater runoff that carries debris and litter down the hillside and into people's yards and properties. This also lengthens the amount of time that debris, glass, and dirt remain on the street and pose a public nuisance or danger to residents. The only way to give the cleaner adequate access to the debris built up on the curb is through continued ticketing and towing of vehicles blocking that operation. This practice is done in cities across the country, and Cincinnati should be no exception.

City of Cincinnati

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202400694

Jan-Michele Lemon Kearney
Vice Mayor

February 29, 2024

Motion for Report

Individuals who already are struggling financially can be further harmed by old, low-level misdemeanor crimes that can prevent them from obtaining employment and/or housing, and sometimes result in the loss of custody of their children. According to the Center for Community Change, two-thirds of people detained in jails report an income of less than $12,000. We request a report within 90 days on the feasibility and next steps for City Council to take the following actions:

1. Unilaterally, automatically and annually purge and dismiss capiases and warrants that are seven years old for low-lying, non-violent misdemeanor crimes.

2. Repeal city laws that call for mandatory sentencing for crimes for which the state does not require the same punishment.

3. Overturn the city's current policy of delaying employment for all candidates until five years after their conviction, and narrow this requirement to specific crimes.

Jan-Michele Lemon Kearney

Scott Ahern

STATEMENT

The following statement was written by Tamaya Dennard, Director, Center for Employment Opportunities.

The legal system targets poor people and Black people. Being either or both isn't a crime. There is an obvious correlation between poverty and incarceration that has to end. Experiencing poverty is one of the most significant predictors of encountering the criminal legal system, which makes the collateral damages created by involvement in the criminal legal system even more debilitating. Our country has a long-standing problem with the unnecessary and extensive confinement and detention of poor people. We can no longer just discuss and pontificate over this problem. We have to move towards solutions.

People who enter the criminal legal system are overwhelmingly poor. According to the Center for Community Change, two-thirds of people detained in jails report an income of less than $12,000. It only takes one interaction with the legal system to create a lifetime of destabilization of someone's livelihood and housing. Just one interaction creates sanctions that are often compounded. For example, if you lose your housing due to incarceration, it will be harder to get housing after being incarcerated.

In this day and age, it isn't a secret that the criminal legal system was designed to impact Black and brown people and economically disadvantaged communities negatively. But there comes a time when we have to acknowledge that the system doesn't have to maintain the status quo and the onus of change is on all of us.

This is why we are asking legislators from the City of Cincinnati and Hamilton County to do more to dismantle the system that continues to be unfair to specific segments of our community. We are calling the city and the county to adopt this package of legislation that we've called Purge and Repeal. Specifically, we are asking for three things at this moment.

1. Unilaterally, automatically and annually purge and dismiss capiases and warrants that are seven years old for low-lying, non-violent misdemeanor crimes.

2. Repeal city laws that call for mandatory sentencing for crimes that the state doesn't command the same punishment.

3. Overturn the city's current policy of delaying employment for candidates for five years after their conviction.

There are a myriad of challenges people face when trying to reenter society. The government should not exacerbate those challenges with draconian and archaic policies and laws that do nothing to acknowledge the disparities created by the criminal legal system. We have to bring an end to governmental entities exploiting people with fines and fees to pad their budgets. No one, especially the government, should engage in profiteering off of people's misfortunes.

Purging old non-violent cases will save the city and county from paying law enforcement and court staff to show up for court cases that are inconsequential and not prosecutable. Detaining people

for old, low-level misdemeanor crimes could mean loss of employment, housing and even custody of their children. Then we expect them to carry the weight of legal employment discrimination.

The City of Cincinnati has laws on its books that mirror state laws. However, some of the city's laws carry mandatory jail sentences whereas the same Ohio laws don't. Let's find those laws and repeal them.

Tough-on-crime policies have only fueled the correlation between poverty and incarceration. Reversing these laws that are mired in institutional racism and classism takes political courage. But it is the right thing to do. It's time.

No one is abdicating responsibility. However, being arrested and interacting with law enforcement does far more harm than the actual crime that was committed.

CAL → Public Safety Committee

J-MLK

city of CINCINNATI

Interdepartmental Correspondence Sheet

202400836

Date: March 13, 2024

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor ESW

Subject: **Emergency Ordinance – Honorary Street Renaming – Allen Temple AME Church**

Transmitted herewith is an emergency ordinance captioned as follows:

> **DECLARING** that Seymour Avenue at Reading Road in the Bond Hill neighborhood shall hereby receive the honorary, secondary name of "Allen Temple AME Church Way" in honor of Allen Temple AME Church and in recognition of 200 years as an important part of the Cincinnati community and its service and contributions to the City of Cincinnati.

ESW/JRS(dmm)
Attachment
398649

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No._____ - 2024

DECLARING that Seymour Avenue at Reading Road in the Bond Hill neighborhood shall hereby receive the honorary, secondary name of "Allen Temple AME Church Way" in honor of Allen Temple AME Church and in recognition of 200 years as an important part of the Cincinnati community and its service and contributions to the City of Cincinnati.

WHEREAS, Allen Temple African Methodist Episcopal ("AME") Church was founded on February 4, 1824 by African Americans Reverend James King (a slave) and Reverend Phillip Brodie and it has served the Cincinnati community through its ministries for the last 200 years; and

WHEREAS, Allen Temple AME Church was the first organized Black congregation west of the Allegheny Mountains and provided more freedom and autonomy for worship while influencing positive change toward racial equality and community empowerment; and

WHEREAS, in 1874, the Allen Temple AME Church was located at the corner of Broadway and 6th Street in downtown Cincinnati, and eventually moved to the Roselawn neighborhood in 1979; and

WHEREAS, in 1998, under the leadership of Reverend Donald H. Jordan, Sr., Allen Temple AME Church initiated the formation of the Allen Temple Real Estate Foundation to acquire and operate the Swifton Commons Mall; and

WHEREAS, the congregation of the Allen Temple AME Church relocated to a temporary worship center on its site in the Bond Hill neighborhood in 2000, to prepare itself for future church growth, as well as be a primary catalyst for neighborhood and economic redevelopment for the Bond Hill and Roselawn neighborhoods; and

WHEREAS, in 2004, Allen Temple AME Church moved to its current iconic location at the corner of Seymour Avenue and Reading Road, which was designed and built as a new facility; and

WHEREAS, Allen Temple AME Church has made a lasting impact to the Cincinnati community and to the City of Cincinnati's citizens, and its long and storied history in the City of Cincinnati will long be remembered; now, therefore,

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

Section 1. That Seymour Avenue at Reading Road in the Bond Hill neighborhood shall hereby receive the honorary, secondary name of "Allen Temple AME Church Way" in honor of

Allen Temple African Methodist Episcopal Church and in recognition of its 200 years of contributions and dedication to the City of Cincinnati.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Seymour Avenue at Reading Road in the Bond Hill neighborhood as "Allen Temple AME Church Way" in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the Allen Temple AME Church via the office of Vice Mayor Jan-Michele Lemon Kearney.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202400838

Date: March 13, 2023

To: Councilmember Seth Walsh

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Honorary Street Renaming – Theatre Row**

Transmitted herewith is an emergency ordinance captioned as follows:

> **DECLARING** that 12th Street at Vine Street in the Over-the-Rhine neighborhood shall hereby receive the honorary, secondary name of "Theatre Row" in recognition of the theatres in the Over-the-Rhine neighborhood and the arts and culture community in the City of Cincinnati.

EESW/JRS(dmm)
Attachment
398168

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No._____ - 2024

DECLARING that 12th Street at Vine Street in the Over-the-Rhine neighborhood shall hereby receive the honorary, secondary name of "Theatre Row" in recognition of the theatres in the Over-the-Rhine neighborhood and the arts and culture community in the City of Cincinnati.

WHEREAS, the City of Cincinnati, steeped in its illustrious history, has steadfastly championed a diverse array of arts, recognizing and valuing the profound cultural impact and significance they contribute to the City; and

WHEREAS, the vibrant 12th Street in the Over-the-Rhine neighborhood stands as a hub for cultural expression, hosting renowned theatres and arts institutions such as Ensemble Theatre Cincinnati, the Cincinnati Shakespeare Company, Know Theatre, and the Children's Theatre of Cincinnati; and

WHEREAS, Cincinnati, earning the impressive 11th spot on the Top 40 Arts-Vibrant Communities of 2023 by SMU DataArts, soared from its previous 20th ranking; and

WHEREAS, Cincinnati's unwavering dedication to theatre and the arts has propelled it into the prestigious list of the top 50 Best Places to Live, as recognized by U.S News; and

WHEREAS, the abundance of theatres in the Over-the-Rhine neighborhood and throughout the City has firmly established Cincinnati as a preeminent community for arts and culture; and

WHEREAS, Council seeks to acknowledge the profound impact of the COVID-19 pandemic on the City's theatres and artists, commending the arts community for its resilience in navigating the challenges posed by the pandemic; and

WHEREAS, amid the challenges of the COVID-19 pandemic, all four theatres on 12th Street remained open, demonstrating remarkable perseverance as they reconstructed their patron and donor bases, infused crucial social progress into their programs, and extended their positive influence on the community; and

WHEREAS, the City desires to honor the historical and cultural significance of its artistic community and institutions, hereby bestowing the honorary and secondary name of "Theatre Row" upon 12th Street at Vine Street in the Over-the-Rhine neighborhood; now, therefore,

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

Section 1. That 12th Street at Vine Street in the Over-the-Rhine neighborhood shall hereby receive the honorary, secondary name of "Theatre Row" in honor of City's artistic

community and in recognition of the many theatres in the City of Cincinnati and their struggle and perseverance during the COVID-19 pandemic including the Ensemble Theatre Cincinnati, the Cincinnati Shakespeare Company, Know Theatre, and The Children's Theatre of Cincinnati.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate 12th Street at Vine Street in the Over-the-Rhine as "Theatre Row" in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the staff of the Ensemble Theatre Cincinnati via the office of Councilmember Seth Walsh.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed:_____, 2024

_____
Aftab Pureval, Mayor

Attest:_____
Clerk