



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Thursday, May 30, 2024

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Woodward Trust

1. [202401458](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Jeanne Gollhofer to the Woodward Trust for a term expiring on March 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to the authority granted by a Special Act of the Ohio Legislature in 1831. (Female/White)

Recommendation CONFIRM

Sponsors: Mayor

MS. OWENS

2. [202401497](#) **RESOLUTION**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **EXPRESSING** the desire of the Council of the City of Cincinnati to guarantee that every child in the City of Cincinnati has accessible pathways to experience and interact with nature throughout their childhood; and **SUPPORTING** policies and decisions that consider and implement the Children's Outdoor Bill of Rights.

Recommendation PASS

Sponsors: Owens

MAYOR AFTAB

MR. WALSH

3. [202401440](#) **RESOLUTION**, submitted by Mayor Aftab Pureval and Councilmember Walsh, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** University of Cincinnati President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his innovative leadership and service as the President of the University of Cincinnati.

Recommendation PASS

Sponsors: Mayor and Walsh

MAYOR AFTAB

MS. KEARNEY

MR. WALSH

MS. ALBI

4. [202401498](#) **RESOLUTION**, submitted by Mayor Aftab Pureval, Vice Mayor Kearney, Councilmember Walsh and Albi, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Asianati as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for highlighting the richness and diversity of Asian American culture in Cincinnati.

Recommendation PASS

Sponsors: Mayor, Kearney, Walsh and Albi

MR. JOHNSON

5. [202401499](#) **RESOLUTION (B VERSION)**, submitted by Councilmember Johnson, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** May 11th as World Keffiyah Day.

Recommendation PASS

Sponsors: Johnson

6. [202401442](#) **RESOLUTION**, submitted by Councilmember Johnson, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** May 11, 2024 as World Keffiyah Day.

Recommendation PASS

Sponsors: Johnson

CITY MANAGER

Environmental Advisory Board

7. [202401366](#) **APPOINTMENT**, submitted by Sheryl. M.M. Long, City Manager, on 5/30/2024, recommending the appointment of Tanner Yess to the Environmental Advisory Board for a term of two years from January 1, 2024. This appointment is submitted to the City Council for its approval. (MALE, BIPOC)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

8. [202401374](#) **APPOINTMENT**, submitted by Sheryl. M.M. Long, City Manager, on 5/30/2024, recommending the appointment of Nathan Alley to the Environmental Advisory Board for a term of three years from January 1, 2024. This appointment is submitted to the City Council for its approval. (MALE, WHITE)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

9. [202401377](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Andrew Musgrave to the Environmental Advisory Board for a term of three years from January 1, 2024. This appointment is submitted to the City Council for its approval. (Male, White)
Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** City Manager
10. [202401379](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Ashlee Dingle to the Environmental Advisory Board for a term of three years from January 1, 2024. This appointment is submitted to the City Council for its approval. (FEMALE, BIPOC)
Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** City Manager
11. [202401380](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Ashlee Young to the Environmental Advisory Board for a term of three years from January 1, 2024. This appointment is submitted to the City Council for its approval. (FEMALE, BIPOC)
Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** City Manager
12. [202401381](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Chad Day to the Environmental Advisory Board for a term of one year from January 1, 2024. This appointment is submitted to the City Council for its approval. (Male/White)
Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** City Manager
13. [202401382](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Dave Schmitt to the Environmental Advisory Board for a term of one year from January 1, 2024. This appointment is submitted to the City Council for its approval. (Male/White)
Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** City Manager
14. [202401383](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Dianna Hodge to the Environmental Advisory Board for a term of two years from January 1, 2024. This appointment is submitted to the City Council for its approval. (Female/BIPOC)
Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** City Manager
15. [202401403](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Ericka Copeland to the Environmental

Advisory Board for a term of one year from January 1, 2024. This appointment is submitted to the City Council for its approval. (Female/BIPOC)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

16. [202401404](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Julie Shifman to the Environmental Advisory Board for a term of one year from January 1, 2024. This appointment is submitted to the City Council for its approval. (Female/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

17. [202401405](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Kylie J. Johnson to the Environmental Advisory Board for a term of two years from January 1, 2024. This appointment is submitted to the City Council for its approval. (Female/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

18. [202401407](#) **APPOINTMENT**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Rico Blackman to the Environmental Advisory Board for a term of two years from January 1, 2024. This appointment is submitted to the City Council for its approval. (Male/BIPOC)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

19. [202401408](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Savannah Sullivan to the Environmental Advisory Board for a term of one year from January 1, 2024. This appointment is submitted to the City Council for its approval. (Female/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

20. [202401409](#) **APPOINTMENT** submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, recommending the appointment of Susan Sprigg to the Environmental Advisory Board for a term of three years from January 1, 2024. This appointment is submitted to the City Council for its approval. (Female/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: City Manager

21. [202401446](#) **REPORT**, dated 5/30/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Sunflower Rev It Up for Parkinsons 2024.

Recommendation FILE

Sponsors: City Manager

22. [202401448](#) **REPORT**, dated 5/30/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for 2024 Bengal Block Parties.

Recommendation FILE

Sponsors: City Manager

23. [202401465](#) **REPORT**, dated 5/30/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Ault Park Fireworks.

Recommendation FILE

Sponsors: City Manager

24. [202401466](#) **REPORT**, dated 5/30/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for EWH Farmers Market.

Recommendation FILE

Sponsors: City Manager

25. [202401467](#) **REPORT**, dated 5/30/2024 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 LaMonarca Supermercado, LLC, DBA LaMonarca Supermercado, 2444 Harrison Avenue. (#4957217, New, C1 C2) [Objections: None]

Recommendation FILE

Sponsors: City Manager

26. [202401474](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$190,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, FY 2025 Traffic Safety Resource Prosecutor Program (ALN 20.600), to provide resources for a Traffic Safety Resource Prosecutor to provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio and to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25TSRP.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

27. [202401475](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the City Manager to execute an Operations Agreement with Build Cincinnati Development Fund LLC and Cincinnati Housing Development Fund LLC; **ESTABLISHING** a new Cincinnati Access to Capital Fund for the purpose of receiving and disbursing resources to provide a loan loss reserve for the Cincinnati Access to Capital program; **AUTHORIZING** the Director of Finance to redirect and appropriate \$3,000,000

from the Build Cincinnati Development Fund to the newly established Cincinnati Access to Capital Fund; and further **DECLARING** expenditures from the Build Cincinnati Development Fund and the Cincinnati Access to Capital Fund to be for a public purpose.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

28. [202401476](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **APPROVING** an application to expand an existing designated outdoor refreshment area in the College Hill neighborhood of Cincinnati, established under Ordinance No. 183-2022, known as the “College Hill DORA,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas”; and **AMENDING** Ordinance No. 183-2022 to modify the specific boundaries of the existing College Hill DORA.

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: City Manager

29. [202401477](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AMENDING** Ordinance No. 184-2022 to modify the hours of operation of the existing designated outdoor refreshment area in the Hyde Park neighborhood of Cincinnati, known as the “Hyde Park DORA,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas.”

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: City Manager

30. [202401478](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the payment of up to \$25,000 from various Cincinnati Recreation Commission General Fund accounts, as provided in Attachment A, as a moral obligation to the Cintas Corporation for cleaning chemicals and chemical mixing station services previously provided.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

31. [202401479](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the City Manager to accept a donation of up to \$850,000 from Cincinnati, LLC to support the operations and maintenance of the Cincinnati streetcar; and **AUTHORIZING** the Director of Finance to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

32. [202401480](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the transfer and appropriation of \$1,281,534.68 from the unappropriated surplus of College Hill Equivalent Fund 527 to the Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 527x164x7200 to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue; **AUTHORIZING**

the transfer and appropriation of \$468,465.32 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the DCED non-personnel operating budget account no. 491x164x7200 to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue; and **DECLARING** that expenditures from the DCED non-personnel operating budget account nos. 527x164x7200 and 491x164x7200 for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue are for a public purpose and 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 27-College Hill District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

33. [202401481](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$65,000, effective FY 2025, from the Ohio Department of Public Safety, Ohio Traffic Safety Office's FY25 Impaired Driving Enforcement Program (ALN 20.608), to aid in reducing death and injuries resulting from vehicular accidents; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24IDEP.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

34. [202401482](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program ("STEP") grant of up to \$70,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office (ALN 20.600), to aid in reducing deaths and injuries resulting from vehicular accidents; and **AUTHORIZING** the Director of Finance to deposit the STEP grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24STEP.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

35. [202401483](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$350,000, effective FY 2025, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Smart Prosecution - Innovative Prosecution Solutions Program (ALN 16.825), to create a criminal case management screening program; and **AUTHORIZING** the Director of Finance to deposit the grant resources into General Government Grants Fund 404x8544, Department of Law project account no. 25IPSP.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

36. [202401487](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **MODIFYING** Chapter 413, "Parking Garages and Parking Lots," and Title XV, Code Compliance and Hearings," of the Cincinnati Municipal Code by **AMENDING** Sections 413-1-D, "Director," 413-5, "Application for License," 413-9, "License Fees," 413-11, "Issuance of License," 413-13, "Renewal of License," 413-15, "Changes After Issue of License," 413-21, "Parking Tickets," 413-31, "Inspections by Department of Public Utilities," 413-33, "Liability Insurance," 413-37, "Bond in Lieu of Insurance," 413-45, "Revocation or Suspension Procedure," 413-99, "Penalties," and 1501-14, "Class E1 Civil Offenses," and **REPEALING** Section 413-35, "Extent of Insurance Coverage," to establish a clear and effective framework for ensuring the safety, security, and welfare of persons using parking lots and parking garages so as to prevent fraud and neglect and further authorize the City Manager to establish fees to recoup costs associated with licenses issued for the operation of parking lots and garages.

Recommendation PUBLIC SAFETY & GOVERNANCE COMMITTEE

Sponsors: City Manager

37. [202401489](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/28/2024, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Indybear, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 604-608 Crown Street in the Walnut Hills neighborhood of Cincinnati, in connection with the remodeling of an existing building to include approximately 3,304 square feet of residential space, consisting of five residential units, which remodeling shall be completed in compliance with Leadership Energy and Environmental Design Silver standards, at a total construction cost of approximately \$926,954.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

38. [202401492](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **ESTABLISHING** the classification and salary range schedule for the new employment classification of Alternative Response Program Manager; and **ORDAINING** Section 820 of Division 8, Chapter 307, "Classified Compensation Schedules," of the Cincinnati Municipal Code to reflect this new employment classification.

Recommendation PUBLIC SAFETY & GOVERNANCE COMMITTEE

Sponsors: City Manager

39. [202401493](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **ESTABLISHING** the classification and salary range schedule for the new employment classification of Alternative Response Community Service Officer; and **ORDAINING** Section 819 of Division 0, Chapter 307, "Classified Compensation Schedules," of the Cincinnati Municipal Code.

Recommendation PUBLIC SAFETY & GOVERNANCE COMMITTEE

Sponsors: City Manager

40. [202401494](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024,

DECLARING the intent of Council to waive the provisions of R.C. Section 4117.14(G)(11) during the current collective bargaining negotiations with Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, to allow increases in rates of compensation or any other issues with cost implications to be retroactive to January 1, 2024; and AUTHORIZING the City Manager and City Solicitor negotiating the collective bargaining agreements to negotiate retroactive provisions that involve compensation increases or have cost implications.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

41. [202401495](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/30/2024, **DECLARING** the intent of Council to waive the provisions of R.C. Section 4117.14(G)(11) during the current collective bargaining negotiations with Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Non-Supervisors and Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Supervisors, to allow increases in rates of compensation or any other issues with cost implications to be retroactive to May 1, 2024; and AUTHORIZING the City Manager and City Solicitor negotiating the collective bargaining agreements to negotiate retroactive provisions that involve compensation increases or have cost implications.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

42. [202401425](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

Recommendation PASS

Sponsors: City Manager

43. [202401427](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

Recommendation PASS

Sponsors: City Manager

44. [202401428](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate a

Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of up to \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

Recommendation PASS EMERGENCY

Sponsors: City Manager

45. [202401429](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the payment of \$113,509.61 from the Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

Recommendation PASS EMERGENCY

Sponsors: City Manager

46. [202401430](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

Recommendation PASS EMERGENCY

Sponsors: City Manager

47. [202401436](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **DETERMINING** to proceed with special street lighting assessments in Lighting Group 1 for three years beginning August 1, 2023, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, on the streets or portions of the streets described in Attachment A hereto.

Recommendation PASS

Sponsors: City Manager

48. [202401437](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **TO LEVY** special assessments to pay for a portion of the cost of special street lighting in Lighting Group 1, pursuant to Ohio Revised Code (“R.C.”) Section 727.25, for the three-year period beginning on August 1, 2023.

Recommendation PASS

Sponsors: City Manager

49. [202401431](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program; **AUTHORIZING** the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs; **AUTHORIZING** the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 to realign available grant resources in accordance with Section C of the attached Appropriation Schedule; **AUTHORIZING** the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule; **ANNOUNCING** the City's intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Recommendation PASS EMERGENCY

Sponsors: City Manager

50. [202401432](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development to Housing Opportunities for Persons with AIDS ("HOPWA") Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program; **announcing** the City's intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Recommendation PASS EMERGENCY

Sponsors: City Manager

51. [202401433](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development, through the HOME Investment Partnerships ("HOME") Program (ALN 14.239), to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program; **AUTHORIZING** the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs; **ANNOUNCING** the City's intention to use said sums for projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024

Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Recommendation PASS EMERGENCY

Sponsors: City Manager

52. [202401434](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule to fund projects and operating allocations for the ESG Program; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the ESG Program in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Recommendation PASS EMERGENCY

Sponsors: City Manager

53. [202401435](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **DETERMINING** that satisfactory provision has been made for the public improvement needs of parcels within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code Section 5709.40(B); **APPROVING** the use of excess service payments collected pursuant to such exemptions on additional public infrastructure improvements made, to be made, or in the process of being made, all in support of urban redevelopment within the City; and **AMENDING** Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 to reflect such determination and use of such excess service payments.

Recommendation PASS EMERGENCY

Sponsors: City Manager

54. [202401457](#) **MOTION**, submitted by Councilmember Albi, Vice Mayor Kearney and Councilmembers Jeffreys, Walsh, Johnson, and Owens, **WE MOVE** that the City Administration provide a report within ninety (90) days on the feasibility of setting up a fund to support residential sidewalk repair. This report should include the current financial burden that homeowners face with repairing their sidewalks and potential sources of funding, including from the sale of the Cincinnati Southern Railway, that could support residents. (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Albi, Jeffreys, Walsh, Johnson, Kearney and Owens

SUPPLEMENTAL ITEMS

PUBLIC SAFETY & GOVERNANCE COMMITTEE

55. [202401415](#) **MOTION**, submitted by Councilmember Jeffreys, **WE MOVE** that the

Administration report back to Council in 60 days on the legal and financial implications of the proposed Charter amendment submitted on January 22, 2024 pertaining to Cincinnati's participation in its Metropolitan Planning Organization.

Recommendation ADOPT

Sponsors: Jeffreys

HEALTHY NEIGHBORHOODS COMMITTEE

56. [202401438](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Jeffreys, from Emily Smart Woerner, City Solicitor, **DECLARING** that Seventh Street between Walnut Street and Main Street shall hereby receive the honorary, secondary name of "Stanley J. Aronoff Way" in honor of Stanley J. Aronoff and in recognition of his contributions and dedication to the arts and his public service to the City of Cincinnati and the State of Ohio.

Recommendation PASS EMERGENCY

Sponsors: Jeffreys

ANNOUNCEMENTS

Adjournment



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

May 2024

REAPPOINTMENT

I hereby reappoint Jeanne Gollhofer to the Woodward Trust for a term expiring on March 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to the authority granted by a Special Act of the Ohio Legislature in 1831.

Mayor Aftab Pureval

002401497
Date: May 30, 2024

To: Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Resolution – Children’s Outdoor Bill of Rights**

Transmitted herewith is a resolution captioned as follows:

EXPRESSING the desire of the Council of the City of Cincinnati to guarantee that every child in the City of Cincinnati has accessible pathways to experience and interact with nature throughout their childhood; and **SUPPORTING** policies and decisions that consider and implement the Children’s Outdoor Bill of Rights.

EESW/LES(dmm)
Attachment
402472

RESOLUTION NO. _____-2024

EXPRESSING the desire of the Council of the City of Cincinnati to guarantee that every child in the City of Cincinnati has accessible pathways to experience and interact with nature throughout their childhood; and **SUPPORTING** policies and decisions that consider and implement the Children's Outdoor Bill of Rights.

WHEREAS, longstanding systems of injustice have impacted the design and distribution of green spaces given that minority families are likely to live in the most deprived neighborhoods, furthest from green spaces; and

WHEREAS, it has been found that children living at the lowest levels of green space had a fifteen percent to 55 percent higher risk of developing psychiatric disorders than children living at the highest levels of green space and that the strongest association between risk and green space presence was in more highly urbanized areas; and

WHEREAS, research shows that regular time outdoors is essential for children's healthy development and that children are devoting only four to seven minutes to unstructured outdoor play per day while spending an average of seven and a half hours in front of electronic media; and

WHEREAS, according to the 2022 Climate Equity Indicators Report, Village at Roll Hill, Millvale, South Cumminsville, Lower Price Hill, Queensgate, North Fairmount, English Woods, Carthage, East Westwood, West End, Linwood, West Price Hill, South Fairmont, Avondale, Mt. Airy, Westwood, and Mt. Lookout have a population of 25 percent or more of persons under the age of seventeen while simultaneously having some of the highest rates of asthma, cancer, obesity, and high blood pressure in the City; and

WHEREAS, the states of California, Colorado, Florida, Georgia, Illinois, Indiana, and Kansas have passed the Children's Outdoor Bill of Rights; and

WHEREAS, San Francisco, California; Rochester, New York; Salt Lake City, Utah; Baltimore, Maryland; and Houston, Texas have passed the Children's Outdoor Bill of Rights; and

WHEREAS, the State of Ohio passed, and the City of Cincinnati endorsed, the Ohio Children's Outdoor Bill of Rights in 2010; and

WHEREAS, the City adopted the Green Cincinnati Plan in 2023, which outlines goals and priority actions to achieve a carbon neutral city and climate equity for all its residents; and

WHEREAS, three of the priority goals of the 2023 Green Cincinnati Plan under the Natural Environment Focus Area are to: 1) Maintain forty percent urban tree canopy while

expanding the canopy to forty percent residential, 25 percent mixed-use/industrial, and ten percent Central Business District; 2) Improve air quality so that Air Quality Index “Healthy Days” are increased by thirty percent by 2028; and 3) Increase access to greenspaces so that every resident has a greenspace within a half mile walk by 2028; and

WHEREAS, two of the priority goals of the 2023 Green Cincinnati Plan under the Community Activation Area are to have: 1) 4,000 individuals trained for green economy jobs by 2028 (800 per year); and 2) 100 percent of public schools with safe and accessible outdoor learning spaces by 2028, with a stated priority action to increase school/environmental organization partnerships to grow environmental education and climate justice opportunities at schools, including hands-on outdoor learning spaces like Green Schoolyards, with priority given to schools in priority communities; and

WHEREAS, organizations such as Groundwork Ohio River Valley, Green Umbrella, Adventure Crew, and many more already are doing the work to engage children and ensure that they have a deep connection with nature from a young age; and

WHEREAS, the City of Cincinnati has a responsibility to uphold these goals as well as further advance these initiatives for the children of Cincinnati; now, therefore,

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

Section 1. That this Council expresses the desire to guarantee that every child in the City has accessible pathways to experience and interact with nature throughout their childhood.

Section 2. That this Council supports policies and decisions that consider and implement the “Children’s Outdoor Bill of Rights,” which provides that every child in Cincinnati has the right to:

Be physically active and play outside every day to grow up healthy.

Connect with nature, discover the wonders of plants and animals, and explore the diversity of Cincinnati’s natural habitats on their schoolgrounds and in their communities.

Discover leadership opportunities to be stewards of nature.

Safe, accessible, and adequately shaded routes to green spaces or high-quality parks within a ten-minute walk of their home.

Equitably funded public parks regardless of zip code.

Be included and accommodated with accessible outdoor environments.

Green spaces that mitigate the impact of climate change.

Teachers and educators with the resources to create free or low-cost programming and educational opportunities that engage the outdoors.

Breathe fresh and clean air.

Be safe outdoors.

Experience the mental health and holistic wellness benefits of engaging with nature.

Section 2. That copies of this resolution be spread upon the minutes of Council.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Councilmember Meeka Owens

202401440

Date: May 22, 2024

To: Mayor Aftab Pureval and Councilmember Seth Walsh
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Resolution –Recognizing University of Cincinnati President Neville G. Pinto, PhD**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING University of Cincinnati President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his innovative leadership and service as the President of the University of Cincinnati.

EESW/IMD(jdr)
Attachment
402199

EESW

RESOLUTION NO. _____ - 2024

RECOGNIZING University of Cincinnati President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his innovative leadership and service as the President of the University of Cincinnati.

WHEREAS, in 2017, Neville G. Pinto became the 30th President of the University of Cincinnati, where he has continued to secure the University’s position as a leading urban public research institution; and

WHEREAS, originally from Mumbai, India, President Pinto has earned several degrees in chemical engineering and serves as an Asian American leader and a role model, with nearly four decades of experience as a university teacher, researcher, and administrator; and

WHEREAS, according to the American Council on Education, Asian Americans are underrepresented in the administration of higher education, making up only 3.4 percent of executives and administrators and just 1.5 percent of college presidents; and

WHEREAS, President Pinto has leveraged his role to make significant contributions to the University and to the City of Cincinnati by prioritizing education, research, diversity, and a robust workforce; and

WHEREAS, in 2018, President Pinto solidified Cincinnati’s reputation as a leader in innovative education by opening the 1819 Innovation Hub, followed by the Digital Future’s Complex, in the Cincinnati Innovation District; 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 President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree for his innovative leadership and service as the President of the University of Cincinnati.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Neville G. Pinto, PhD through the office of Councilmember Seth Walsh.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by: Mayor Aftab Pureval and Councilmember Seth Walsh

202401498
Date: May 30, 2024

To: Mayor Aftab Pureval, Vice Mayor Jan-Michele Lemon Kearny, and Councilmembers Seth Walsh and Anna Albi

From: Emily Smart Woerner, City Solicitor *EESW*

Subject: **Resolution – Recognizing Asianati**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING Asianati as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for highlighting the richness and diversity of Asian American culture in Cincinnati.

EESW/CNS(dmm)
Attachment
402673

EESW

RESOLUTION NO. _____ - 2024

RECOGNIZING Asianati as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for highlighting the richness and diversity of Asian American culture in Cincinnati.

WHEREAS, Asianati is dedicated to promoting Asian culture, heritage, and awareness through numerous events hosted year-round, including the popular Asian Food Fest, Asian American, Native Hawaiian, and Pacific Islander heritage events, and the Asianati Night Market at the biennial Blink Festival; and

WHEREAS, Asianati was unofficially founded in 2010 with the creation of Cincinnati's first Asian Food Fest, which has become a new favorite Cincinnati tradition; and

WHEREAS, Asianati cemented itself as a 501(3)(c) organization in 2014, with the mission to discover and celebrate diverse traditions, arts, and cultural experiences; and

WHEREAS, Asianati continues to highlight Cincinnati's Asian culture and bring support to the City's numerous Asian businesses through initiatives like Asian Cuisine Week; and

WHEREAS, Asianati's staff and volunteers work tirelessly to make Cincinnati a more inclusive and diverse city for all residents; and

WHEREAS, Asianati is an advocate for Cincinnati's Asian American population and committed to building a more inclusive city where Asian American voices are heard and celebrated; now, therefore,

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

Section 1. That the Mayor and this Council recognize Asianati as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree for highlighting the richness and diversity of Asian American culture in Cincinnati.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Asianati through the office of Councilmember Seth Walsh.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Mayor Aftab Pureval, Vice Mayor Jan-Michele Lemon Kearney, Councilmember Seth Walsh, and Councilmember Anna Albi

202401499

Date: May 30, 2024

To: Councilmember Scotty Johnson
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Resolution – Recognizing Keffiyeh Day/B VERSION**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING May 11th as World Keffiyeh Day.

ESW/LES(dmm)
Attachment
402355

EESW

RESOLUTION NO. _____ - 2024

RECOGNIZING May 11th as World Keffiyeh Day.

WHEREAS, the keffiyeh is a traditional headdress worn by people in various parts of the Middle East, including Palestine, as a symbol of cultural identity, heritage, and solidarity and is distinguished by its notable features including bold black lines on the edges symbolizing the historical trade routes, a fishnet-like pattern representing the Palestinians' ties to the sea, and olive leaves woven into the design signifying the economic and cultural significance of olive trees; and

WHEREAS, the keffiyeh holds deep historical and cultural significance for the Palestinian people, representing resilience, resistance, and connection to the land; and

WHEREAS, World Keffiyeh Day is celebrated annually on May 11th in solidarity with Palestine, serving as an occasion to honor Palestinian culture and heritage and to raise awareness about the ongoing occupation faced by Palestinians; and

WHEREAS, the keffiyeh has unfortunately been misappropriated and misrepresented in Western media and popular culture, where it is often associated with terrorism or hate, perpetuating harmful stereotypes and biases; and

WHEREAS, the City condemns the attacks on individuals for wearing keffiyehs across the country, including but not limited to, the gun violence inflicted on three college students in Vermont, recognizing that such acts of violence are unacceptable and violate the principles of diversity, inclusion, and respect for human rights; and

WHEREAS, it is essential to recognize and honor the cultural significance of the keffiyeh, while condemning its wrongful association with terrorism or hate; 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 May 11th as World Keffiyeh Day.

Section 2. That this resolution be spread upon the minutes of Council and a copy be provided to Mike Madanat through the office of Councilmember Scotty Johnson.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Councilmember Scotty Johnson

202401442

Date: May 22, 2024

To: Councilmember Scotty Johnson
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Resolution – Recognizing Keffiyeh Day**

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING May 11, 2024 as World Keffiyeh Day.

ESW/LES(dmm)
Attachment
402355

EEW

RESOLUTION NO. _____ - 2024

RECOGNIZING May 11, 2024 as World Keffiyeh Day.

WHEREAS, the keffiyeh is a traditional headdress worn by people in various parts of the Middle East, including Palestine, as a symbol of cultural identity, heritage, and solidarity and is distinguished by its notable features including bold black lines on the edges symbolizing the historical trade routes, a fishnet-like pattern representing the Palestinians’ ties to the sea, and olive leaves woven into the design signifying the economic and cultural significance of olive trees; and

WHEREAS, the keffiyeh holds deep historical and cultural significance for the Palestinian people, representing resilience, resistance, and connection to the land; and

WHEREAS, World Keffiyeh Day is celebrated annually on May 11th in solidarity with Palestine, serving as an occasion to honor Palestinian culture and heritage and to raise awareness about the ongoing occupation faced by Palestinians; and

WHEREAS, the keffiyeh has unfortunately been misappropriated and misrepresented in Western media and popular culture, where it is often associated with terrorism or hate, perpetuating harmful stereotypes and biases; and

WHEREAS, the City condemns the attacks on individuals for wearing keffiyehs across the country, including but not limited to, the gun violence inflicted on three college students in Vermont, recognizing that such acts of violence are unacceptable and violate the principles of diversity, inclusion, and respect for human rights; and

WHEREAS, it is essential to recognize and honor the cultural significance of the keffiyeh, while condemning its wrongful association with terrorism or hate; 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 May 11, 2024 as World Keffiyeh Day.

Section 2. That this resolution be spread upon the minutes of Council and a copy be provided to Mike Madanat through the office of Councilmember Scotty Johnson.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Councilmember Scotty Johnson

May 30, 2024

To: Mayor and Members of City Council 202401366
From: Sheryl M.M. Long, City Manager
Subject: Appointment to the Environmental Advisory Board: Tanner Yess

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Tanner Yess to the Environmental Advisory Board for a term of two years from January 1, 2024.

Mr. Yess' resume is attached for your consideration.

Tanner Yess

Work Experience

15 years of nonprofit experience at various levels of management and programming around the world, paired with local connections and partnerships in Greater Cincinnati:

- ❑ 2019-Present: **Founding Co-Executive Director**, [Groundwork Ohio River Valley](#)
 - ❑ Developed a new nonprofit with [Groundwork USA](#) and the National Park Service built on community outreach, climate justice, education and green jobs.
 - ❑ Created one of the nation's largest **Youth Green Workforce Programs** with over 150 youth employees.
 - ❑ Brought [Climate Safe Neighborhoods](#) to the Ohio River Valley
- ❑ 2017-2019: **Deputy Director**, Groundwork Cincinnati – Mill Creek
Manage and raise funds for \$5,000 - \$500,000 projects. Duties include grant writing, project management, budgeting, program implementation, fieldwork supervision, and executive level functions.
 - ❑ Foster relationships with the National Park Service, U.S. Fish and Wildlife Service, and the U.S. EPA resulting in multiple grants and financial support.
 - ❑ Successful grants and fundraising campaigns with local and national partners.
 - ❑ Experience measuring impact of programs for funders and participants.
 - ❑ Collaboration with Cincinnati and Hamilton County's Youth 2 Work federal workforce initiative
- ❑ 2014-2018: **Board of Directors and Trip Leader**, Adventure Crew.
- ❑ 2013-2015: **Planning Partner**, Green Umbrella & Groundwork Cincinnati
Co-creator of TriState Trails' Regional Trails Plan, the first trails plan for the region.
- ❑ 2014-Present: **Member**, Ohio River Paddlefest Planning Committee.
- ❑ 2011-2013: **Peace Corps Volunteer**, Thailand
Organized multi-district projects focused on sustainable tourism, environmental education and recreation.
- ❑ 2010: **NOAA Observer**, Techsea International, Dutch Harbor Alaska.
Data driven management of Alaska's ocean fisheries and. Lived and worked on fishing vessels in the Bering Sea.
- ❑ 2009: **Coastal Ecology Instructor**, Shannon Point Marine Center, Western Washington University.
- ❑ 2007-2010: **Stream Restoration Assistant**, NKU Center for Environmental Restoration.

Education, Research & Other Publications

Academia rooted in practice with community partners:

- ❑ Shifflett, S.D.; Newcomer-Johnson, T.; Yess, T.; Jacobs, S. [Interdisciplinary Collaboration on Green Infrastructure for Urban Watershed Management](#): An Ohio Case Study. *Water* 2019, 11, 738.
- ❑ Yess, T. & Varady, D. (2015). BOOK REVIEW Roxanne Warren, *Rail and the City: Shrinking Our Carbon Footprint While Reimagining Urban Space*. *Journal of Urban Affairs*.
- ❑ Hood, Corathers, et al. (2015). *Cincinnati Connects: Weaving together our Region's Trails*.
- ❑ Yess, T. (2015). Evaluating the Implementation of Village-scale Ecotourism in Thale Noi, Thailand and the Association of Southeast Asian Nations (ASEAN). *Journal of the University of Cincinnati's MCP theses*.
- ❑ Hixson, B., Hopgood, D., & Yess, T. (2014). Water. In D. J. Edelman (Ed.), *Managing the urban environment - Mysore, India* (pp. 239-266). Saarbrücken, Germany: LAP LAMBERT
- ❑ 2013-2015: Student/Graduate Assistant - **Master of Community Planning**, Concentration on Urban Planning and Resource Management, University of Cincinnati.
- ❑ 2012: Water Hyacinth bioremediation/wetland filtration project manager, Thailand.
- ❑ 2005-2009: **Bachelor of Science in Environmental Science**, NKU.
- ❑ 2007: Ecotourism specialized coursework, Universidad Nacional de CR, Costa Rica.
- ❑ 2006: "An Assessment of Livelihood Strategies with Community Perceptions in the Amboseli Region and their effects on Community Conservation." Boston University, Kenya. Worked with native Maasai tribes on human-wildlife interactions.

Outreach & Awards

Working towards the future of conservation in cities across the nation:

- ❑ 2021: [World Wildlife Fund - Climate Change Advocacy Spotlight](#)
- ❑ 2018: [Murie Spirit of Conservation Rising Leader Award](#)
- ❑ 2017: [SH/FT Emerging Leader](#) One of 32 individuals selected from across the nation as leaders in outdoor recreation and conservation. Designation provides connections to large outdoor retailers, National Park units, and outdoor recreation nonprofits.
- ❑ July 2017: Presenter for the international conference: *People of the Global Majority in the Outdoors, Nature, and the Environment (PGM ONE)*.
- ❑ 2016 -2017: **National Park Service**, Mountains to Mainstreet Ambassador: Advise on specialized projects across the nation connecting urban residents to parks.
- ❑ **Patagonia Pro**: Affiliated athlete with Patagonia for gear purchase and testing.
- ❑ Languages: Spanish (proficient), Thai (advanced)

May 30, 2024

To: Mayor and Members of City Council

202401374

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Nathan Alley

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Nathan Alley to the Environmental Advisory Board for a term of three years from January 1, 2024.

Mr. Alley's resume is attached for your consideration.

Nathan G. Alley, J.D.

PROFESSIONAL EMPLOYMENT

Sierra Club Ohio, Cincinnati, OH
Conservation Program Coordinator, 2014 - Present

University of Cincinnati, Cincinnati, OH
Adjunct Assistant Professor (EVST), 2022 - Present

Fair Shake Environmental Legal Services, Akron, OH & Pittsburgh, PA
Director of Litigation and Training, 2016 - 2017

Environmental Defense Center, Santa Barbara, CA
Staff Attorney, 2007 - 2013

Sierra Watch, Nevada City, CA
Attorney, 2006 - 2007

Natural Heritage Institute, San Francisco, CA
Law Fellow, 2004 - 2006

Regional Environmental Center for Central and Eastern Europe, New York, NY
NYU International Environmental Law Clinic, 2003 - 2004

Natural Resources Defense Council, New York, NY
Legal Intern, 2003 - 2004

Environmental Defense Fund, New York, NY
Legal Intern, 2003

WildEarth Guardians, Santa Fe, NM
Legal Intern, 2002

EDUCATION

New York University School of Law, New York, NY
Juris Doctorate, 2001 - 2004

- Sive, Paget & Riesel Environmental Law Journal Award, 2004.
- Editor-in-Chief, *NYU Environmental Law Journal*, 2003 - 2004.
- Korein Foundation Environmental Law Fellow, 2002 - 2004.
- Research Assistant for Professor Katrina Wyman, 2003 - 2004.
- Teaching Assistant for Professor Richard Stewart, 2002 - 2003.

Indiana University, Bloomington, IN
Bachelor of Arts, with Honors, Journalism and Religious Studies, 1997 - 2001

- Hutton Honors College, *Wells Scholar*.
- Student Environmental Action Coalition, *Media Coordinator & Organizer*.
- Indiana Daily Student, *Reporter & Copy Editor*.
- Indiana University Rowing Club, *Men's Eight & Four*.

PROFESSIONAL LICENSES & AFFILIATIONS

Green Cincinnati Plan Steering Committee, 2017 - Present

City of the Village of Indian Hill Records Commission, 2018 - Present

State Bar of California, 2005 - Present (currently inactive)

City of Cincinnati Environmental Advisory Council, 2014 - 2023

Tri-State Trails Executive Committee, 2017 - 2022

Northern Kentucky University Climate Workshop Planning Committee, 2018

Village of New Richmond Planning Commission, 2016 - 2017

Northern Kentucky University Environmental Studies Program Working Group, 2014

Santa Barbara County Air Pollution Control District Community Advisory Council, 2013

Antioch University Visiting Lecturer, 2009 - 2012

Santa Barbara Women Lawyers Board of Directors, 2009 - 2010

University of California at Santa Barbara Visiting Lecturer, 2008 - 2013

Santa Barbara Bicycle Coalition Advocacy Committee, 2008 - 2013

May 30, 2024

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: Appointment to the Environmental Advisory Board: Andrew Musgrave

202401377

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Andrew Musgrave to the Environmental Advisory Board for a term of three years from January 1, 2024.

Mr. Musgrave's resume is attached for your consideration.

Andrew Musgrave

PROFESSIONAL SUMMARY

Faithful, justice oriented, and equity focused professional seeking innovative opportunities to engage community members from all sectors to find common values and build a beloved community. Committed to collaboration with a diverse collection of religions, nationalities, creeds, ages, and cultures to achieve the best opportunity for building a more equitable, sustainable, and peaceful world. Dedicated to the long, slow journey of relationship building by utilizing decades experience and wisdom gained through non-profit, education, faith-based, and interfaith work.

WORK EXPERIENCE

Director of Catholic Social Action Office, January 2019 – Present

Archdiocese of Cincinnati, Cincinnati, OH

Office of the Roman Catholic Archdiocese responsible for delivering support to parishes, schools, and entities of the Archdiocese for the promotion of Catholic Social Teaching

- Developed organizational structures, both in parishes and Archdiocesan-wide, which empowered Catholics to engage in social and political action
- Lead the office in its functions as the primary point of contact for ecumenical and interfaith relations between the Archdiocese and the broader community
 - Serve on the Steering Committee for the Festival of Faiths and Delegate Council for the Metropolitan Area Religious Coalition of Cincinnati (MARCC).
 - Member of the first cohort of the Jewish Community Relations Council's *Leaders in Light* program. Support *Take It On* program project in partnership with Xavier University.
 - Represented the Catholic Church on an international effort led by Bread for the World to address at COP27 the impact of climate change on global hunger
- Represent the Archdiocese to the wider community on social issues related to the life and dignity of the human person, including but not limited to:
 - Care for God's creation – organize Archdiocesan-wide, multi-sector, full-day conference on Vatican's Laudato Si' Action Platform
 - Immigration – chair multifaith, multi-organizational task force focused on information sharing and multi-level advocacy
 - Racism – chair Archdiocesan-wide task force seeking community collaboration and partnership to address issues of diversity, equity, inclusion, and justice
 - Addiction Crisis Task Force – co-led a joint Catholic-ELCA conference which educated and formed almost 200 clergy
- Oversee the local administration of the Catholic Campaign for Human Development, Catholic Relief Services, and Catholic Rural Life Conference
- Chair Ohio Catholic Conference Social Justice Committee and annual Catholic Social Ministry Gathering state delegation for state and national advocacy

Director of Social Justice & Outreach, July 2014 – December 2018

Eastside Catholic Churches, Milwaukee, WI

Family of four geographically contingent parishes

- Oversaw 20+ human concerns programs, focused generally on charity and encounter, as well as two international sister parish relationships and a joint St. Vincent de Paul conference
- Worked collaboratively with local human concerns leaders to implement archdiocesan-wide racial justice training
- Convened neighboring parish leaders to establish social justice commission focused on education, advocacy, and system change
- Facilitated *Just Faith* Catholic Social Teaching educational program
- Contributed a chapter to *Interfaith Engagement in Milwaukee: A Brief History of Muslim-Christian Dialogue* (Marquette University Press, 2020)

Development Manager, March 2013 – June 2014

SET Ministry, Inc., Milwaukee, Wisconsin

- Led multiple meeting processes, and utilized volunteer and staff engagement team to implement development plan and activities
- Innovated twice monthly tours of mission which are points of entry events for perspective supporters as well as giving presentations in the community to raise awareness
- Utilized content management system to collect and make use of participant feedback, donation history, and volunteer activity

Program Director, October 2011 – February 2013

Guest House of Milwaukee, Milwaukee, Wisconsin

- Oversaw the daily functioning of all internal programs, including Residential Services, Case Management Programs, Employment, and Mental Health and Substance Abuse Clinic
- Represented agency on several community-wide committees, including United Way, Continuum of Care, Mental Health Task Force, and Shelter Task Force
- Worked on program budgets, grant writing and reporting, outcome measurement, and program development
- Co-lead Manager/Supervisor Committee

Co-Director, Personal Care Plus, November 2008 – October 2011

Interfaith Older Adult Programs, Milwaukee, Wisconsin

- Responsible for new client intake, needs assessment, and care plan development
- Maintained services for over 300 diverse clients, providing supervision, support, and family resource referral
- Co-led annual budget development and monitoring

Outreach Coordinator for Family Caregiver Support Program, August 2006 – May 2008

Interfaith Older Adult Programs, Milwaukee, Wisconsin

Trinity Fellows Practicum

- Coordinated outreach and marketing efforts
- Led multi-agency, multi-cultural caregiver event (2006 – 2011)
- Assisted in state outreach plan development and implementation
- Participated in organizational and program strategic planning

Theology Teacher and Coach, August 2003 – July 2006

Messmer Catholic Schools, Milwaukee, Wisconsin

Capuchin Volunteer Corps (AmeriCorps program), August 2003 – August 2004

LEADERSHIP

KINSHIP COMMUNITY FOOD CENTER

Board of Directors, June 2013 – December 2018

COMMON GROUND COMMUNITY ORGANIZING COLLABORATIVE

Eastsiders chapter, Leadership Team, June 2016 – December 2018

UNISON, INC.

Board of Directors, January 2016 – March 2019

CATHOLIC EAST ELEMENTARY

School Advisory Council, May 2013 – June 2016

EAST SIDE SENIOR SERVICES

Board of Directors, June 2010 – July 2013

THREE HOLY WOMEN

Parish Council, September 2009 – June 2013

- Member of Executive Committee – Chairperson, Secretary

CAPUCHIN VOLUNTEER CORP

Ministry Council Member, August 2006 – August 2010

ABOVE THE CLOUDS, INC.

Board of Directors, March 2006 – December 2011

- Faith-based program providing free arts classes to inner-city youth

TAKE TEN

Group leader and New Program Lead, Sept. 2002 – June 2003

- Taught peaceful conflict resolution to second through sixth graders in groups of 30
- Coordinated activities and assisted in training of new leaders

EDUCATION

MARQUETTE UNIVERSITY, Milwaukee, Wisconsin

Master of Arts Degree in Public Service: Nonprofit Management, May 2008

Trinity Fellowship Program, a highly selective program dedicated to developing urban leaders with a commitment to public service

UNIVERSITY OF NOTRE DAME, Notre Dame, Indiana

Bachelor of Arts Degree in Theology, Minors in Peace Studies and Middle Easter Studies, May 2003

Notre Dame London Program, London, England, Fall 2002

May 30, 2024

To: Mayor and Members of City Council

202401379

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Ashlee Dingler

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Ashlee Dingler to the Environmental Advisory Board for a term of three years from January 1, 2024.

Ms. Dingler's resume is attached for your consideration.

ASHLEE DINGLER, AICP, RPCV

EXPERIENCE

Programming and Communications Coordinator

American Institute of Architects (AIA) Cincinnati Chapter

Cincinnati, OH

April 2022 - Present

- Coordinates and disseminates information for AIA Cincinnati programs, events, local job postings, and outreach activities in a timely manner, through development of communication materials and use of electronic formats relevant to conducting day-to-day business, including the [chapter website](#), [the chapter e-newsletter](#), forms, and social media outlets, supporting outreach to the chapter membership in a nine-county area of Southwest Ohio
- Reports to the Executive Director and interacts with members to complete the [AIA National Continuing Education System \(CES\) requirement process](#), demonstrating knowledge in data management with spreadsheets, including documenting and reporting participation, and maintaining records, providing chapter education support for 470 members within a national, professional organization serving the architectural industry and allied professions

Equity, Diversity, and Inclusion Summer Fellow - Planning and Development Services

Urban Sustainability Directors Network (USDN)

Tucson, AZ

June 2022 - September 2022

- Performed and led environmental justice and sustainability background research, including best practice literature reviews, interviews, case study collection, and GIS mapping on topics such as energy burden, urban heat island, tree canopy, building electrification, community engagement, transit mobility, and local zoning to understand and highlight disparate impacts of social and structural vulnerability in Tucson
- Independently collaborated with internal and external partners, such as leadership in housing, green infrastructure, long-range planning, engagement, code enforcement, urban design, and water, by scheduling and conducting interviews to discuss intersectional applications of social equity and climate impact, to determine trends in Tucson
- Coordinated the completion and design of fellowship and project deliverables, from project start to close out, including development and coordination of presentations and feedback meetings, producing a report, and presenting to City advisory committees, the City Mayor's Office, and [at-large USDN member cities and executive leadership](#)
- Assisted with development of future key metrics of equitable, climate-adapted development standards within a [City-wide climate planning process](#), by researching and developing an equity framework based on national and local best practices in federal guidelines and participatory and social change processes and spectrums, to reduce barriers to community-wide inclusion in implementation toward decarbonization goals in a multi-ethnic, desert, border City

City Planner

City of Cincinnati

Cincinnati, OH

May 2021 - March 2022

- Co-drove [Community Conversations](#) project on behalf of the [City Manager's Engagement Plan directive from the City Neighborhoods Committee](#), including development and implementation of an execution plan with key milestones, by drafting of deliverables, coordinating schedules, partnering City-wide across departments, managing a launch, developing and drafting a public survey, and producing a report of the results, for a departmental division staff of 10
- Streamlined and co-facilitated the process of three, in-person and virtual public meetings for a City-wide community engagement project, [Community Conversations](#), by developing and drafting a facilitation guide for use by the Planning Division and Department of Community and Economic Development staff, to guide departmental collaboration for event coordination, meeting facilitation, and feedback collection
- Conducted day-to-day management of assigned projects, by coordinating and evaluating development proposals for staff reports and maps, such as major subdivision and re-zoning applications, against City regulations for public and private development requests, including politically charged and community sensitive issues, by adhering to municipal

processes and producing final maps and documents for senior staff approval, to support the fair, transparent, and appropriate conduct of municipal business in a City of 52 neighborhoods and over 300,000 residents

- Assisted with review of written, mapped, and other visual content created by City Planners and Senior City Planners in the Department of City Planning and Engagement, by providing regular and frequent peer review of bi-monthly City Planning Commission presentations and reports, to provide quality control of external products to audiences
- Supported staff and independently designed research, such as developer-led stakeholder engagement and zoning code typologies for transit-oriented and equitable transit-oriented development, by producing literature reviews, graphic content, and data entries for tracking and communicating policy and technique comparisons of the City, peer-cities, and private development firms to support a policy study request made by City elected officials
- Collaborated across permitting departments to determine completeness of development applications during the development review process and provide technical assistance, by critically assessing plans and drawings against major subdivision, planned developments, commercial, and residential zoning, to deliver feedback to applicant

Land Use Intern

Ohio-Kentucky-Indiana (OKI) Regional Council of Governments

Cincinnati, OH

September 2019-May 2021

- Updated the [Community Strategic Energy Plans](#) website and assisted in researching, drafting, and editing the Turtlecreek Township and City of Middletown Energy Plans, supporting two jurisdictions in Southwest Ohio in education and policymaking for priorities in improvements to energy use planning and infrastructure development
- Scored and evaluated eight [Ohio project applications for the 2020 Project Prioritization Process of Federal Highway Administration funding](#), assisting in the selection of \$30,000,000 of roadway, public transportation, bicycle/pedestrian, freight, and Intelligent Transportation System projects and meeting regional land use goals
- Led [2020 Solsmart, solar designation application for the organization](#), by managing and coordinating the project materials meetings, including drafting an organizational letter of commitment, to improve processes of adopting solar PV development by local governments, supporting sustainable land uses for a region of nearly 200 localities
- Assisted with developing best practice research for the local impact of Connected and Autonomous Vehicles (CAVs) futures on parking uses, by providing case study analysis, literature review, survey drafting and analysis, and co-writing and co-editing of OKI's Strategic Regional Planning Policy Community Choices Guide
- Assisted in identifying, gathering, and updating data and model calculations for the [Fiscal Impact Analysis Model 2.0](#), supporting revenue and cost scenario planning, in land use, for three states and eight counties

Community Planning Intern, Long-Range Planning Division

Hamilton County Department of Planning and Development

Cincinnati, OH

May 2019-August 2019

- Created the first online edition of the [Hamilton County, Ohio jurisdiction data profiles](#), using the MySidewalk city intelligence platform, to assist with the public existing conditions data needs of local townships and municipalities
- Drafted notification letters, attended reviews, and tallied scores for the Planning Partnership Mini-Grant Program, supporting the allocation of \$100,000 for small planning projects to participating localities in Hamilton County

PRESENTATION

Dingler-Marshall, A.; Meyer, A. (2023, March). *Planning Ethics: Daytime TV Edition*. Presentation session presented at the annual meeting of the David J. Allor 2023 Planning & Zoning Workshop, Cincinnati, OH

EDUCATION

University of Cincinnati

Master of Arts, Community Planning - G.P.A. 3.87
Graduate Certificate, Geographic Information Systems

Cincinnati, OH

August 2020

May 30, 2024

To: Mayor and Members of City Council

202401380

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Ashlee Young

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Ashlee Young to the Environmental Advisory Board for a term of three years from January 1, 2024.

Ms. Young's resume is attached for your consideration.

ASHLEE YOUNG

VICE PRESIDENT POLICY & ENGAGEMENT

CONTACT

HIGHLIGHTS

Selected to serve as external grant viewer for The Health Forward Foundation in Kansas City, Missouri in 2020 and 2021.

Developed relationships with key community stakeholders in order to execute Young Professional agenda in the region

Lead the development and management of evaluation framework for Interact for Health's Opioid portfolio

Selected to join Hamilton County Equity Core team

Developed key grantmaking, equity and evaluation frameworks

Selected to present at Collective Impact Convening 2016, "Moving Equity from Theory to Practice"

Team lead for strategic planning process at Interact for Health

Educated future nurses about community health and engagement as an Adjunct Professor at Mount St. Joseph University

Lead Evaluator and technical assistance provider for place-based work at Interact

EDUCATION

MASTERS OF PUBLIC HEALTH
Wright State University

Bachelor of Science
The Ohio State University

EXPERIENCE

VICE PRESIDENT, POLICY & ENGAGEMENT

Interact for Health | Cincinnati, Ohio | April 2022 - Present

- Leads policy and engagement strategy
- Engages leaders and community stakeholders to strengthen regional progress toward health equity
- Leads grantmaking efforts to advance health justice in the region

VICE PRESIDENT POLICY AND STRATEGIC INITIATIVES

Urban League of Greater Southwestern Ohio | Cincinnati, Ohio | March 2021- Present

- Led COVID-19 community response efforts (i.e., testing site, vaccination POD)
- Led the development and execution of ULGSO's policy and advocacy framework which focused on systemic and equitable policy change
- Oversaw special initiatives, including Covid-19 related initiatives that promoted equitable access to healthcare, education, and housing

MANAGER COMMUNITY STRATEGIES

StrivePartnership | Cincinnati, Ohio | Oct. 2018- March 2021

- Designed and lead regional community engagement efforts
- Collaborated with marketing and communication experts to develop strategy to inform community about education in the region
- Institutionalized policies and practices that advance racial equity and social justice
- Lead, designed and implemented strategies that identify, mobilize and magnify community assets
- Managed projects related to the exploration of the Education Ecosystem

PROGRAM DIRECTOR

Child Poverty Collaborative | Cincinnati, Ohio | Jan 2018- Oct. 2018

- Lead efforts around community engagement, evaluation and strategy development
- Engaged over 20 local non-profits in identifying strategies to address poverty

EVALUATION OFFICER

Interact for Health | Cincinnati, Ohio | June 2014 - January 2018

- Coordinated grantmaking and organizational evaluation and learning
- Designed, implemented, and monitored evaluation strategies and plans for grantmaking portfolios totaling over \$1 million and catalyst activities
- Identified and implemented opportunities to build strategic learning agenda
- Collaborated with teams to identify, synthesize, and share lessons learned from grantmaking
- Identified internal cross-team strategic opportunities and promote opportunities for leveraging work across teams and grantees
- Managed evaluation budget
- Supported planning and implementation of quarterly learning collaborative for place-based community work at Interact

HEALTH EDUCATOR

Hamilton County Public Health | Cincinnati, Ohio | Nov 2013-May 2014 & Jan 2012-June 2012 (contractor)

- Facilitated county-wide mobilization for policy, systems and environmental changes through WeTHRIVE! Initiative
- Managed and organized WeTHRIVE! Learning Collaborative which offers training and capacity building opportunities for communities
- Assisted communities with the completion of the Community Health Assessment and Gr... Evaluation (CHANGE Tool) and provided recommendations

ASHLEE YOUNG

VICE PRESIDENT POLICY & ENGAGEMENT

COMMUNITY LEADERSHIP

Board Member , Ensemble Theatre Cincinnati	Nov. 2022 - Present
Board Member , Cincinnati Health Department	March 2022 - Present
Board Member , Delta Gateway Foundation	Sep. 2019 - Present
Member , Queen City (OH) Chapter of The Links, Incorporated	May 2019 - Present
Board Secretary , MORTAR	Aug. 2018 - Present
Board Trustee and Finance Committee Member , Hamilton County Mental Health & Recovery Services	Oct 2017 -Present
Equity Chair , City of Cincinnati Green Cincinnati Plan	April 2022 - March 2023
Board President , Design Impact	Jan 2017 - Dec. 2021
Executive Vice President , National Urban League Young Professionals	Aug. 2019 - Dec. 2021
Advisory Committee Member , State Health Assessment and State Health Improvement Plan Advisory Committee	Dec. 2018 - Jan. 2020
Southwest Regional Board Member , Children's Hunger Alliance	Oct 2012 - Dec. 2017
Programs Chair , National Urban League Young Professionals	July 2017 - Aug. 2019
Board Trustee , Urban League of Greater Southwestern Ohio	Aug 2014 - Dec. 2017
President , Urban League Young Professionals Greater Southwestern Ohio	Oct 2014 - June 2017

AWARDS

MAKING BLACK HISTORY HONOREE

Cincinnati USA Regional Chamber | February 2021

WOMEN OF IMPACT NOMINEE

American Heart Association | February 2021

CINCINNATI BUSINESS COURIER

40 under 40 Award | August 2020

ASHLEE YOUNG PILLAR OF THE COMMUNITY AWARD RECIPIENT

Urban League Young Professionals Greater Southwestern Ohio | April 2019

AFFIRMED AWARD RECIPIENT

Urban League Young Professionals Greater Southwestern Ohio | April 2019

BRIGHT AWARD RECIPIENT

Cincinnati Herald and African American Regional Chamber | May 2017

RISING STAR AWARD RECIPIENT

Cincinnati YWCA | 2015

JOURNEY AWARD RECIPIENT

Urban League of Greater Southwestern Ohio | Sep 2015

30 UNDER 30 RECOGNITION

National Society of Health Educators| 2014

May 30, 2024

To: Mayor and Members of City Council

202401381

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Chad Day

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Chad Day to the Environmental Advisory Board for a term of one year from January 1, 2024.

Mr. Day's resume is attached for your consideration.

Qualifications

Self-motivated, energetic, and capable of handling independent or team oriented tasks. Proven team leadership experience, providing excellent project coordination with highly efficient time and labor management skills. Extensive knowledge of computer hardware, software, and maintenance across multiple operating systems, including Windows Vista, XP, 2000, NT, ME, 98, DOS, Red Hat Linux, and Novell SuSe. I also have experience with Allen Bradley/Rockwell software including RSlogix 500, RSlogix5000, RSlinx, PanelBuilder, Micrologix, Factory Talk View ME, and Factory Talk Activation Client.

Experience

2014 to Present: IBEW Local Union 212
Business Agent

2012 to 2014: Cincinnati Building and Construction Trades Council
Executive Secretary

- Coordinate and harmonize the activities, functions and interests of the Affiliated International Unions in the Building and Construction Industry.
- Increase our influence in a growing market place and to secure long-term work for our members in the safest, best trained and most stable work environment.
- Add value through the development of cooperative ways to accomplish construction work and to collaboratively work to align with project goals and objectives.
- Work to a goal of zero accidents and incidents and to become the world's leader in construction safety.
- Provide the most stable work environment in any construction jurisdiction.
- Meet the work force demand of all projects in the Greater Cincinnati area and to develop and upgrade skills to meet this challenge.
- Develop a long lasting relationship with community leaders and organizations to promote equality and inclusion in all aspects of small business and work force development.
- Encourage technological change as a means of increasing economic efficiencies. We recognize that training and retraining programs must concentrate on the practical and technical aspects of the job.
- Encourage and promote the expansion of skill training in the areas of critical thinking, problem solving, team work and communication.
- Foster, develop and advance apprenticeship training.
- Evaluate the impact proposed legislation will have on Building Trades' members and the construction industry. Communicate the views of our members and the industry to particular government agencies concerned.

2011 to 2012: IBEW

Business Agent

- IBEW represents over 1500 highly skilled electricians and apprentices throughout the Greater Cincinnati area.
- System Administrator for the local area network utilized by the officers and staff of the organization.
- Day to day office responsibilities included, membership development, contractor relations, referral of manpower, and project tracking.

2007 to 2011: Automated Controls & Power, Inc.

Supervisor

- ACPI is an electrical contracting company specializing in commercial and industrial power, process and control solutions.
- Foreman and General Foreman for multiple projects involving crew sizes ranging from 5-50 highly skilled electricians and apprentices.
- Install, test, troubleshoot, program and maintain digital and analog process systems in multiple commercial and industrial facilities.
- Install and maintain digital and analog temperature control systems in multiple commercial and industrial facilities.
- Teach junior team members the skills required to command a highly respected position in the electrical industry.

2002 to 2007: IBEW 212

Business Agent

- IBEW represents over 1500 highly skilled electricians and apprentices throughout the Greater Cincinnati area.
- Budgeted, purchased and implemented the installation of all computer hardware, software, and peripherals within the organization.
- System Administrator for the local area network utilized by the officers and staff of the organization.
- Day to day office responsibilities included, membership development, contractor relations, referral of manpower, and project tracking.

2000 to 2002: Automated Controls & Power, Inc.

Supervisor

- ACPI is an electrical contracting company specializing in commercial and industrial power, process and control solutions.
- Foreman and General Foreman for multiple projects involving crew sizes ranging from 5-50 highly skilled electricians and apprentices.
- Installed, tested, troubleshoot, programmed and maintained digital and analog process systems in multiple commercial and industrial facilities.
- Installed and maintained digital and analog temperature control systems in multiple commercial and industrial facilities.
- Taught junior team members the skills required to command a highly respected position in the electrical industry.



1998 to 2000: United Electric

Supervisor

- United Electric is an electrical contracting company specializing in commercial and industrial power systems.
- Foreman and field electrician for multiple projects involving crew sizes ranging from 5-30 highly skilled electricians and apprentices.
- Installed, tested, troubleshot, and maintained digital and analog process systems in multiple commercial and industrial facilities.
- Taught junior team members the skills required to command a highly respected position in the electrical industry.

Skills

System/Office Administration

- Built, maintained, and upgraded personal computers and servers in home and office environments.
- Maintained and upgraded a UNIX system used to store vendor/patient billing records for the medical offices of Dr. Leduc, including database software updates, remote client access, and a full system migration to Windows XP.
- Maintained and upgraded a 10-12 user Novell system for Area 12 Council on Aging, server maintenance included the installation of a new server, transferring all data, consolidation of existing volumes, and updating the Novell server software. Workstation maintenance included upgrades from Windows 95 to Windows NT, memory upgrades, hard drive formats, and re-installation of operating systems. Network backbone maintenance included, upgrading network cabling from CAT-4 to CAT-5, installation of a 16 port firewall/router, installation of a DSL modem, static IP configuration from ISP, and all related programming and setup to provide internet and network access to each workstation.
- Designed and maintained an 8-10 user Windows 2000/2003/XP system for the International Brotherhood of Electrical Workers. Server design and maintenance included setup of a Windows 2000 server domain utilizing Active Directory, DNS Services and Dynamic IP addressing. Server setup also included an upgrading to Windows Server 2003. A user data storage and file structure was established on the server to create a single point of failure and to ease the automated backup and disaster recovery process. Workstation maintenance included installation of Windows XP, all software, updates, and adding 6 additional workstations. Network backbone maintenance included, network cabling, installation of a 16-port router, installation of a DSL modem, and all related programming and setup to provide internet and network access to each workstation.
- Provided software administration and education for officers and staff of the IBEW. Job tasks included installation and maintenance of Labor Power and ICS, the proprietary software used to access, store and transfer membership information contained in a Paradox database. Software education tasks included teaching junior and senior staff members to use ICS, Labor Power, Access, Excel, Word, Outlook and other common office software. Several Access relational databases were also created to store and view common office data within the organization. Microsoft Outlook was set up to share and sync calendar data across the network and via Cingular 5180 PDA Phones.
- Installed and maintained for personal and professional use a broad array of operating systems and software including, Windows 7, Windows Vista, XP, 2000, NT, ME, 98, Novell SuSe, Red Hat, Microsoft Office, Microsoft Visual Studio, VMware, Allen Bradley RSlogix, Autodesk AutoCAD, AutoCAD Electrical, and AutoCAD Inventor.

Leadership

- Worked as a Foreman and General Foreman on multiple projects involving crew sizes ranging from 5-250 highly skilled electricians and apprentices, utilizing my leadership skills and abilities to provide team coordination, time management and customer satisfaction on time sensitive projects.
- Assumed full responsibility for the installation, workmanship and financial success of all projects under my direct supervision.
- Served as a Business Agent for the IBEW, providing services in the day to day operations of an organization representing over 1500 members in the Greater Cincinnati Area.
- Provided oversight for the IBEW Examining Board, which tests potential candidates to determine current training levels, proper job placement and worker classification.
- Served as an IBEW steward on multiple projects.
- Seated on the Great Oaks construction education steering committee.
- Seated on the IBEW/JATC apprenticeship committee.
- Served as an instructor for IBEW/JATC apprenticeship.

Electrical

- 20+ years of electrical systems installation experience.
- Experience and training in a multiple facets of electrical installations including, Commercial, Industrial, Residential wiring systems.
- In depth experience and training with digital and analog control solutions, programming and troubleshooting.

Licensing and Certifications

- Journeyman Electrical License
- Fire Alarm License
- Allen Bradley PLC/RSlogix
- Hazwopper- Rad2
- OSHA 30 Hour Certification

Education

- 1982-1985 Paris High School
- 1996-1998 NJATC Apprenticeship
- 2003 Hazwopper-Rad2
- 1998-2007 Journeyman upgrade courses including, NEC, Fire Alarm, and Welding

May 30, 2024

To: Mayor and Members of City Council

202401382

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Dave Schmitt

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Dave Schmitt to the Environmental Advisory Board for a term of one year from January 1, 2024.

Mr. Schmitt resume is attached for your consideration.

DAVID J. SCHMITT



EMPLOYMENT

Mill Creek Alliance

Executive Director, June 2017 - present

Responsible for all aspects of operations of a 25 year non-profit organization devoted to restoring Mill Creek, in southwestern Ohio. Duties include, fundraising, overseeing finances, community and business outreach, stream restoration project development, hiring, marketing, strategic planning.

Cors & Bassett, LLC

MEMBER; 1999-2016
ASSOCIATE, 1991 -1998

My practice focused on Compliance and Litigation in the fields of Environmental Law. Worker's Compensation and related labor and employment issues, and Healthcare.

I handled litigation and compliance matters involving a wide range of federal and state environmental statutes including CERCLA, RCRA, Clean Water Act, Clean Air Act, OSHA, SARA Title III, and LUST.

Clients included manufacturers, mining concerns, metal recyclers, trucking companies, and range in size from small family businesses to Fortune 500 companies.

I served as an assistant trial attorney on behalf of the Commonwealth of Kentucky in litigation involving the Maxey Flats Nuclear Disposal Site in Fleming County, Kentucky. I also served as assistant trial attorney in a number of suits filed against Ashland Oil Company on behalf of landowners in the Martha's Oil Field region of eastern Kentucky. This suit stemmed from Ashland's disposal of naturally occurring radioactive materials (NORM) produced by its oil-drilling operations on privately owned land.

I assisted numerous entities in regard to the acquisition and remediation of brownfields sites, including the City of Ironton, Ohio and the City of Barberton, Ohio. This has been accomplished through first successfully obtaining grants from the Clean Ohio Fund, as well as various federal grant and loan programs. then working with OEPA, USEPA. and developers to redevelop the sites. This included the negotiation and drafting of purchase agreements, access agreements. leases, contracts, change orders, non-disclosure agreements, and sustainability agreements

with various municipalities and private parties. I have also successfully negotiated and litigated a variety of zoning issues.

FORMERLY:

Law Clerk, Mccaslin, Imbus & Mccaslin, Cincinnati, Ohio, May, 1989 - July, 1991. Drafted appellate briefs and pleadings, legal research and review of medical documentation for a firm specializing in insurance defense.

Legal Intern, National Wildlife Federation, Washington, D.C., Summer, 1990. Duties included legal research, drafting proposed legislation and agency rules, drafting comments on rules proposed by the U.S. Fish and Wildlife Service, and lobbying members of Congress on environmental issues.

Project Manager, Cincinnati Sportsmedicine and Orthopaedic Research Foundation, Cincinnati, Ohio, April, 1987 -August, 1988.

Coordinated all soccer research. Responsible for all phases of research including design, implementation, statistical analysis, and preparing articles for publication. Also involved with biomechanical research. Served on the Research Internal Review Board of Deaconess Hospital.

Graduate Intern, University of Maine Agroforestry Outreach Project, Port-auPrince, Haiti, August, 1986 - December, 1986.

Worked with rural farmers on projects designed to encourage reforestation and erosion control. Designed and implemented three research projects.

Graduate Teaching/Research Assistant, University of Maine College of Forest Resources, September, 1984-May, 1985 & 1986.

Instructed undergraduates in proper silvicultural field techniques and fulfilled many different research roles involved with the Genetic Tree Improvement Project.

EDUCATION:

University of Cincinnati College of Law, Cincinnati, Ohio. J.D. -May, 1991
Merit Scholarship, Dean's List, Honor Council, Student Bar Association (Parliamentarian),
Environmental Law Society, Phi Alpha Delta - Vice Justice, Landlord Tenant Information Project.

University of Maine, Orono, Maine, M.S. Forestry-May, 1987
Society of American Foresters, Dormitory Governing Board.

Marietta College, Marietta, Ohio, B.S. Biology, December, 1983,
Beta Beta Beta Award for Outstanding Work in Biology, Elias-Eggleston Scholarship, Four-year
letterman-Soccer, Co-Captain, 1982-1983.

BOARDS AND PROFESSIONAL ACTIVITIES:

American Rivers, Washington, D.C., Board Member, February 2013 - 2022. Chair, Litigation Committee; Member, Policy and Audit Committees.

City of Cincinnati, Green Cincinnati Plan Steering Committee; Chair, Natural Environment Subcommittee, 2018 and 2023 - present.

CROWN/Mill Creek Greenway Trail Steering Committee, 2021 - present.

Grant County, Kentucky Solid Waste Management District Board, Williamstown, Kentucky, Member and Chair, January 2003 -Present.

Xavier University Sustainability Program Advisory Board, Cincinnati, Ohio, Member, January, 2015- 2020.

Ohio Environmental Council, Columbus, Ohio, Board Member, July 2009 - 2016. Policy Committee, January, 2014 -2016; Chair, 2014-2015.

The Nature Conservancy (Kentucky Chapter), Board Member and Finance Committee, 2012-2015.

Solid Waste Coordinators of Kentucky, Associate Member, 2006 - 2010.

Kentucky Center for Native American Arts and Culture, Board and Executive Committee Member, March, 2006 - 2008.

Member, Environmental Health Committee, Northern Kentucky Independent District Health Department, September, 1997 - 2016

Member, Ecosystems Technical Workgroup, Ohio Environmental Protection Agency State Comparative Risk Project May, 1994

Member, Cincinnati Bar Association, Environmental Law Committee and Admissions Committee, November, 1991 - 2019.

May 30, 2024

To: Mayor and Members of City Council 202401383
From: Sheryl M.M. Long, City Manager
Subject: Appointment to the Environmental Advisory Board: Diana Hodge

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Diana Hodge to the Environmental Advisory Board for a term of two years from January 1, 2024.

Ms. Hodge's resume is attached for your consideration.

DIANA HODGE

An innovative and energetic professional seeking to further my career through a challenging role whereby I am able to utilize my formal education, administrative skills and operational experience.

AREAS OF EXPERTISE

Business Development (BD), Office Management, Hospitality Operations, Database Management, Scheduling, Marketing and Sales

Key Skills: WebTMA, Maxient, THD, Property Management Systems (PMS) OnQ, GEM, Choiceadvantage, and Microsoft Suite

PROFESSIONAL EXPERIENCE

2018-Present Xavier University, Cincinnati, O.H.

Associate Director Building Services

Responsible for the overall organizing, supervising, and management of all in house and contracted cleaning. Develops and directs strategies that enhance the campus student living environment. Plans, oversees, and coordinates all contracts related to contract cleaning, trash removal and recycling, blinds, and window cleaning.

- Establishes University housekeeping, cleanliness policies and procedures that meet or exceed constituency expectations, empowers and advances the full potential of the Campus Services Staff.
- Formulates, manages, and oversees contracted cleaning, and the administration of other contracts across campus.
- Provides leadership and establishes strategies, goals and tactical plans that enhance the University and Physical Plant
- Responsible for the management and stewardship of all budgets within Campus Services.
- In conjunction with Residence Life ensures that residential halls and apartments are detailed cleaned at the end of the academic year (Summer Turnover).

2016-2018 Xavier University, Cincinnati, O.H.

Administrative Assistant

Providing administrative support to the University Housing Department.

- Provided front line communication via phone, email and in person regarding University housing and student life issues.
- Assisted with the coordination and administration of the summer housing programs.
- Coordinated department communication efforts through technology, social media, print and other means conducive to reaching residential students.
- Supervised the student workers for the central office. This includes recruitment, hiring, training, and evaluation.
- Acted as a liaison with other University offices and outside vendors for the Office of Residence Life.
- Provided administrative support for the University Conduct Process.

2015-2016 Comfort Suites, Newport, K.Y.

General Manager

Responsible for the daily operation and business development of a 124-room hotel.

- Critical monthly analyzation of profit/loss statements of past, future and present in order to identify crucial areas that create an impact on the revenue of the hotel.
- Researched and developed business opportunities.
- Provided accurate account production reports for review of performance and rate management.
- Oversight of all department labor costs.
- Managed Guest Survey Scores and implemented changes as needed.
- Oversight of all ordering/inventory for every department.

2012-2015 Comfort Suites, Newport, K.Y.

Assistant General Manager

Actively involved in all aspects of the daily operation of the hotel.

- Developed staffing schedules /training of new hires / Developed Improvement plans for those struggling to perform.
- Assisted Corporate HR at the property level to implement plans regarding Health Care/ Community Involvement/Reviews.
- Developed customer accounts to increase market/customer and online packaged deals.
- Responded to RFP's for national accounts at local level.
- Ensured hotel is at brand standards in all departments.
- Provided management reports to review hotel performance.

2008-2011 Hilton London Heathrow, London, U.K.

Business Development Researcher

Proactively driving sales, securing new accounts and developing existing accounts to increase market share.

- Generated quantitative and qualitative business leads through extensive research.
- Developed account plans, detailing objectives, timescales and sales methods to support the defined account strategy.
- Provided accurate management reports to review account performance and communicate future plans for the account base.
- Assisted the sales team in planning and hosting client events, client visits, and trade fairs.

2007-2008 Millennium Hotel, London, U.K.

Hospitality Assistant

Part-time assistance to the Sales and Marketing Team.

- Contributed to the organizing and development of banquet proceedings.
- Assisted and supported the organization of client events and appointments.
- Ensured the delivery of a high quality and exceptional customer service.

2006–2007 Leeds Metropolitan University, Leeds, U.K.

Hospitality Assistant / Marketing Executive

Part-time position as assistant to the Director of Sales.

Provided marketing strategies and approaches to develop a web 2.0 application resource.

- Researched, managed and implemented appropriate marketing strategies.
- Assisted in the development of featured social podcasts.
- Assisted and supported the organization of client events and appointments.

2005–2006 Transfreight LLC, Erlanger, K.Y.

Marketing Assistant

Provided marketing and technical support for a Third-Party Logistics Company.

In charge of company website, intranet, newsletter, and promotional products.

- Organized the development of the company's marketing and branding campaign.
- Organized the development of BD e-store, e-marketing, and CRM campaign.
- Assisted BD team members in planning sales visits, seminars and trade fairs.
- Supported the development, completion and submission of RFI's, RFQ's and RFC's.

EDUCATION

- 2010-2011 **Thames Valley University**, London, U.K. - MA (Hons) Hospitality Management
- 2007-2010 **Thames Valley University**, London, U.K. - Gd. Dip Hospitality Management
- 2003-2007 **Leeds Metropolitan University**, Leeds, U.K. - BA (Hons) Business Information Management

PROFESSIONAL DEVELOPMENT AND TRAINING

- Present** **Women's Leadership Certification**, Xavier University
- Present** **Laudato Si - Ecological Economics Group**, Xavier University
- 2022 **Data Driven Changes for Custodial Retention**, APPA
- 2021 **The future of hygiene**, ISSA
- 2019 **Project Management Certification**, Xavier University

INTERESTS

Networking with those from a diverse cultures background. Performing arts, yoga, travelling, charitable organizations.

May 30, 2024

To: Mayor and Members of City Council 202401403
From: Sheryl M.M. Long, City Manager
Subject: Appointment to the Environmental Advisory Board: Erika Copeland

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Erika Copeland to the Environmental Advisory Board for a term of one year from January 1, 2024.

Ms. Copeland's resume is attached for your consideration.

Ericka L. Copeland

Non-Profit Executive

Proven big picture-focused executive who embodies professional integrity. Expert in using strategic, long-term solutions to create viable resources to deliver quality culture and justice education, health, and social services to diverse populations.

Compassionate, solution-driven professional unafraid of the change agent role, who understands the critical need for innovative stakeholder relationship building, Diversity, Equity, Inclusion (DEI), fund development, and using data-driven analytics to ensure high quality care while maximizing cost containment and implementing sound business plans.

Leadership Success Highlights

Employee, Partner & Community Engagement – Holistically support culture, mission and needs of major non-profit organizations in collaboration with Talent Management. Organized multiple Board of Trustees' oversight, regulatory compliance, involvement with education, DEI, workforce, and economic development policies.

Public Relations – Drove strategic planning roadmap and launched initiatives with diverse constituents by envisioning and communicating organization's equity, fund development and programs, gaining buy-in from bi-partisan stakeholders. As public relations spokesperson promoted and marketed organizational brand and goals with media.

Business Transformation – Identified need for streamlined systems and executed launch plans. Implemented sound strategies and collaborate in development of Dashboards, Toolkits, Scorecards to track metrics meeting companies' diverse personnel, program, and capital needs.

Fund Development – Steer individual donor cultivation and stewardship, special events, grant writing, virtual appeals, planned giving initiatives, and corporate solicitation.

Capital Campaign – Launched \$2.4M capital campaign to transition organization to new 20K SF facility. Consolidated agency's six programs to one accessible location. Launched new health and wellness programming focused on youth and families based on equity in accessibility to support services.

Strategic Planning – Conceptualize and implement strategic plans for non-profit, social service programs for publicly funded organizations. Operationalize, implement, and monitor strategic initiatives; manage and pilot projects to test and refine strategies.

Public Office – Two-term elected official & Two-term President, Cincinnati Public Schools Board of Education. Established and maintain relationships with local, state, and national government leaders and their staff, key agency officials, and other public policy makers. Collaborated with city and state government, boards, and organizations.

Professional Strengths

- Executive Leadership
- P&L Management
- Public Policy
- Strategic Partnerships
- Organizational Behavior
- People Leadership
- Change Management
- Budget Development
- Assessment & Analytics
- Corporate Social Responsibility
- Fundraising & Operations
- Non-Profit Operations
- DEI, Culture & Justice
- Strategic Planning
- Public Speaking
- Grant Writing & Compliance

Governance | Advocacy | Community Partnerships

CINCINNATI PUBLIC SCHOOLS BOARD OF EDUCATION, Cincinnati, OH

Elected Official, Board President

Officially elected as a State Officer to represent citizens and the State in legislative management of local school District, the largest, best performing Urban District in Ohio, encompassing 37K Students, 65 Schools with \$600M Operating Budget. Work across legislative bodies of varying backgrounds to serve the community at large.

Chair, Public Partnership Engagement & HR Committee | **Founder**, Strategic Planning & Development Committee

Member, Finance Committee | Equity & Extra-Curricular Committee | Executive Committee | Audit Committee

Co-Chair, The Cincinnati Preschool Promise (Affordable Child Care)

Graduate, African American Leadership Development Program

Member, Delta Sigma Theta Sorority, Incorporated

Professional Experience

THE SIERRA CLUB, Washington, DC

2022–Present

State Director, State of Ohio

Develop, execute and advance the short and long term strategic, programmatic and financial goals, social and environmental justice policies, priorities, non-profit and PAC operations for the national organization's Ohio Chapter. Management includes all facets of administration, policy, budgeting and financial management, unionized employee supervision, political and legislative programming, grassroots engagement, assuring equity and inclusion, fundraising, volunteer and member recruitment, engagement and support, and media relations.

Financial Health | Compliance

- Ensure the state's financial health by monitoring costs and strong revenue pipeline. Procured \$100k for operational and programming costs within the first year.
- Work closely with Chapter volunteers and designated staff to meet the funding needs of the Chapter. Balance fundraising needs for 501(c)(3) (tax-deductible) and 501(c)(4) (non-tax-deductible) funds.
- Ensure compliance with Sierra Club National's policies, with legal requirements for use of resources among staff, and with employment policies and practices.
- Support leaders in ensuring compliance in the broader Sierra Club profile. Ensure compliance with all applicable local, state, and national laws pertaining to Chapter operations.

Community Engagement | Scale and Execution

- Build strong relationships with other non-profits and partners, elected officials, governmental agencies, conservation, social justice organizations and other constituencies working on a wide range of environmental and environmental justice issues.
- Construct an informed and strategic growth plan for the Ohio region aligned to organization's national ambition, priorities, and program model.
- Cultivate existing and new donor relationships and direct outreach to members, donors and Chapter groups for their support. Identify grant proposal opportunities and complete the submittal process.
- Identify opportunities where membership can grow and be utilized to participate in campaigns. Provide strategic guidance for developing local leadership, recruiting, activating and retaining volunteers at the local group level.

Internal Culture | Relationship Building

- Create an informed and strategic growth plan for the Ohio region aligned to organization's national ambition, priorities, and program model.
- Champion and support the State's foundational policies and commitment to racial equity and actively leading the organization to becoming more anti-racist and multicultural.
- Cultivate a culture in line with the Core Values to drive engagement and achievement of organizational goals.

External | Relationship Building

- Characterize the Ohio State Chapter and the Sierra Club National organization to government officials, the media, business and community leaders, donors, allies, other organizations, and the public.
- Lead support to local campaigns, expand positions, write comments, and foster strategies and materials for public engagement that educate and engage large numbers of people in support of campaign goals.

SUCCESS STRATEGIES, Cincinnati, Ohio

2012–Present

Non-Profit Consulting

Launched non-profit consulting business to providing strategic planning, organizational management, curriculum, public relations, marketing, partnerships, resource development, grant writing, and compliance.

- Actualized successful Campaign for Election to Public Office focusing on equity, inclusion, and justice of underserved populations.
- Develop and coordinate educational and philanthropic programs launched in the community.
- Manage marketing and design staff; recruited and supported 100 volunteers.
- Infuse marketing and communications strategy with increased digital media and communication's strategy through extensive review of best practices, survey analysis of donors and consumers, and collaboration with local and national standards.

Professional Experience

THE CINCINNATI YOUTH COLLABORATIVE, Cincinnati Ohio

2018–2021

President & CEO

Administered non-profit organization with 45+ staff uniting volunteers, school districts and local businesses to create support for social-economically challenged, underserved youth. Provided services to ensure success in school and prepare for life beyond high school via mentoring, college readiness and career coaching.

Achievement – Led organization to include culturally sensitive awareness to comply with accreditation and licensing mandates from State and Federal funders. Implemented accreditation and compliance processes with 100% success rate.

Strategic Partnerships | Community Engagement | Innovation

- Forged new relationships to enhance the organization's visibility, impact, and growth opportunities.
- Established and nurtured network of partnerships that allow for growth and expansion as well as bountiful resources supporting concise, streamlined services to youth, families, underserved populations, and employees.
- As an integral part of an invaluable network of community partnerships, collaboratively worked, noncompetitively, sharing funding and varied resources while providing needed services to underserved populations.
- Spearheaded operations, including Board Member development, risk management, facilities management, hiring and training, staff development, fundraising, grant writing, and grant reporting and compliance.

Fiscal Management | Resource Development

- Developed and managed budgets in \$3.5M+ dollars and consistently achieved annual fundraising goals.
- Successfully managed multi-million-dollar fundraising initiatives by cultivating individual donors, planning and hosting special events, writing grants, launching direct mail appeals, and soliciting corporate sponsorships.
- Established and fostered strong, trustworthy relationships with regional school districts, community partners, philanthropists, foundations, corporations, and individual donors, resulting in a 75% increase in funding.

Diversity, Equity, Inclusion (DEI) | Culture

- Enabled recruitment, growth, and advancement of professionals committed to serving diverse populations focusing on equity and inclusion. Led and developed diverse groups of professionals.
- Liaised with HR, communications, and business leadership to develop, communicate, and implement organization-wide cultural strategies aligned with company culture, value, and behaviors.
- Directed exploration, development, implementation, and monitoring of training and awareness programs and strategic plans/initiatives that promote DEI and justice internally and externally with all constituents.
- Supported and participated with DEI Committee (Culture Committee) Task Force of diverse staff members to bring about cultural and ethical changes amendments necessary for organization.

Organizational Leadership | Program Development | Administrative Oversight

- Optimized processes for fundraising database, fundraising opportunities, documentation, and recordkeeping, including oversight of budgetary and grant compliance.
- Steered overhaul and direction of policies and procedures, garnering HR support and employee engagement.
- Ensure efficient operations and policy alignment within all programs and initiatives.

Board Engagement - Directors & Trustees

- Transformed organization's outreach/social media strategy and included Board leadership and strategic oversight. Efficient with Board Relations, Board Committee Structures, and Board/Bi-Law Reporting.
- Organized all aspects of Board of Director's oversight, grant and regulatory compliance, and agency involvement.

WESLEY COMMUNITY SERVICES, Cincinnati, OH

2015–2018

Executive Director

Directed and managed 135+ staff and operations with an \$8M annual budget, delivering essential services promoting seniors' independence: National Meals on Wheels Programming, Independent Living Assistance (supporting individuals with disabilities), and Senior Transportation. Provided 497K meals to 2.8K+ individuals in 10 counties.

- Created culturally sensitive case management system to consult with seniors to assist with financial management, bill payment, and senior advocates for health and insurance needs for underserved.
- Expanded service to Kentucky and Northern Ohio to reach large rural population in underserved areas.
- Created proactive marketing and development team to provide outreach and connected with key stakeholders and partnering organizations; implemented all social media outreach and branding.
- Established internal policies and processes to develop and expand the outreach protocol used to address programming, delivering 50% increase in partner and resource development; collaborated with US affiliates.

Professional Experience

MERCY HEALTH OF SOUTHWEST OHIO, Cincinnati, OH

2002–2012

Executive Director

Directed strategic operations of a large acute care, non-profit organization with \$5.2M annual budget, serving 110K+ low-income individuals with education, youth and family services, emergency shelter, basic needs, health initiatives, and work training.

Development | Fundraising

- Orchestrated all facets of development, public relations, funding compliance, and collateral projects including annual reports, targeted marketing pieces, newsletters, and advertising information marketed to end-users.
- Leveraged data to provide insights to HR and business leaders to build impactful plans of action.

Administrative Oversight

- Collaborated with internal teams and external partners to facilitate professional development plans.
- Ensured efficient operations and policy alignment within all programs and initiatives.
- Evaluated effectiveness of programs and enforced needed adjustments as necessary.
- Offered hands-on targeted computer training and professional development to prepare for the workforce.

Strategic Program Implementation & Expansion

- Formed positive alliances with elected/government officials, education and health providers, corporate partners/businesses, philanthropic organizations, media, and the community at large.
- Championed employment readiness program for hard-to-serve adults and increased capacity by 75%.

Achievement – Expanded mental health, developmental inclusion, and permanent supportive services within federally funded programs by 42%, serving 700+ individuals and children annually. Celebrated an average of 98% of participants and families to successful outcomes.

Early Career Profile

URBAN LEAGUE OF GREATER CINCINNATI, Cincinnati, OH | 3 years

Director, Community and Health Initiatives | Manager, Community Infrastructure

- Supported Cincinnati's frontline communities, including six hard-to-serve Cincinnati Public School sites.

CINCINNATI HAMILTON COUNTY COMMUNITY ACTION AGENCY, Cincinnati, OH | 4 years

Director of Social Services, Head Start Program | Lead Teacher, Head Start Program

- Served as Chief Liaison between agency and community programming, and developed community needs assessment tools to evaluate the demand for programming.

Education

Master of Education Program | Xavier University, Cincinnati, OH

Bachelor of Arts, Organizational Psychology | Wilberforce University, Xenia, OH

May 30, 2024

To: Mayor and Members of City Council

202401404

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Julie Shifman

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Julie Shifman to the Environmental Advisory Board for a term of one year from January 1, 2024.

Ms. Shifman's resume is attached for your consideration.



WORK EXPERIENCE

CURRENT

Founder / Executive Director Last Mile Food Rescue, Cincinnati
Created Last Mile Food Rescue to pick up food that would be thrown away and deliver to non-profits feeding the Cincinnati and Northern Kentucky communities. Opening in the middle of Covid as food insecurity dramatically rose, in just two years of full operations, Last Mile delivered over 3.5 million meals.

2015-2020

Executive Director Adopt A Class, Cincinnati
Successfully grew mentoring organization to over 2,500 mentors with over 250 companies engaged in mentoring in schools

2008-2015

Founder Act Three

- Author of the Book: *Act Three: Create the Life You Want: after your career and motherhood* (sold thousands of copies and still sold on Amazon)
- Speaker at National Conferences including the Pennsylvania Conference for Woman (attended by over 1,000 women) and the E&Y International Strategic Growth Forum for 3 years
- Creator of Women’s conference: *Imagine...Then Do It!* in 2010 and 2012 attended by hundreds of women
- Led seminars and workshops for Women’s groups and corporations across country

2000-2008

Shifman & Associates
Consultant for many area non-profits including Cincinnati’s Food Bank. Hired to create and run Cincinnati’s first year long leadership development program for non-profit executives named EXCEL

1984-2000

Attorney
Rogers and Wells, NYC (Tax and Corporate Associate), Thompson Hine, Cincinnati, Ohio (Tax and Corporate Partner), Adjunct Professor of Tax Law and Business Law (Xavier University MBA and Undergraduate Business School)

EDUCATION

North Central College, Bachelor of Arts; University of Colorado, Juris Doctorate; New York University School of Law, Masters in Tax Law; Executive Coaching Certification, The College of Executive Coaching

COMMUNITY INVOLVEMENT

- United Way of Cincinnati: Board Member, Executive Committee and Chair of Volunteer Engagement, Chair of Centennial Giving
- Cincinnati Ballet: Board Member for over 30 years, Executive Committee and Chair of both the Artistic Committee and the New Building Search
- Talbert House (Cincinnati’s largest social service agency): Board Chair and Board Member for over 30 years
- YWCA of Greater Cincinnati: Board Member
- Jewish Federation: Chair of Major Gifts
- Creator of **CincyInNYC** a weeklong celebration of Cincinnati’s arts and food highlighted on the stages and restaurants of NYC (the Cincinnati Symphony performed at Carnegie Hall, Cincinnati Ballet at the Joyce theater, Cincinnati Opera staged a performance, Cincinnati’s Rembrandt hung with its partner painting at the Met, thousands of Cincinnatians traveled to NYC for the week including the mayor).

May 30, 2024

To: Mayor and Members of City Council

202401405

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Kylie Johnson

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Kylie Johnson to the Environmental Advisory Board for a term of two years from January 1, 2024.

Ms. Johnson's resume is attached for your consideration.

KYLIE J. JOHNSON

QUALIFICATIONS SUMMARY

Compassionate environmental educator and advocate with 10+ years of non-profit experience working in coalition to advance protection of Ohio's natural resources and create thriving communities. Skilled at designing and implementing outreach programs, building diverse stakeholder relationships, field advocacy, policy research & analysis, equity and inclusion.

PROFESSIONAL EXPERIENCE

Ohio Environmental Council **Cincinnati, OH**
Southwest Ohio Regional Director **May 2021 – Present**

- Direct regional strategy to advance policy goals related to climate change, water, land, and democracy.
- Drive long-term local commitments to equitable climate change policies by local governments, organizations, and institutions.

Civic Garden Center of Greater Cincinnati **Cincinnati, OH**
Green Learning Station Coordinator **Aug. 2014 – May 2021**

- Coordinated, directed, and delivered STEM outdoor field trips and classroom & virtual programs for grades K-12.
- Designed, developed, and implemented the Green Girls in STEM year-long program for high school students. Recruited 75+ student participants over 6 years of program.

MyActions, LLC **Cincinnati, OH**
Education & Program Coordinator, Independent Contractor **Jan. 2014 – Aug. 2014**

- Managed an online network to digitally track real-world actions to drive long-term environmental behavior change.
- Program Coordinator for the "One Million Actions for Planet Earth Challenge;" worked directly with 8 national zoos (3,310 participants shared 161,219 positive actions to raise \$33,618 for 32 conservation causes).

Alliance for Climate Education (ACE) **Cincinnati, OH**
Education & Leadership Associate **Jul. 2012 – Dec. 2013**

- Presented an award-winning climate science assembly to high school students; 2 million educated nationally.
- Trained and mentored 80+ diverse, climate-driven youth leaders to take both local and national positive action.

EDUCATION

Ohio University, Athens, OH
Master of Science in Environmental Studies

Muskingum College, New Concord, OH
Bachelor of Science in Conservation Science, Minor Political Science

TRAINING

Certified Interpretive Guide, National Association for Interpretation, January 2019

NGICP Certified, National Green Infrastructure Certification Program, November 2017

May 30, 2024

To: Mayor and Members of City Council

202401407

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Rico Blackman

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Rico Blackman to the Environmental Advisory Board for a term of two years from January 1, 2024.

Mr. Blackman's resume is attached for your consideration.

Rico Blackman

Director Of
Community
Organizing

Contact

Address

Phone

E-mail

Skills

- Recruitment
- Effective leader
- Written Communication
- Social media
- Policy and procedure adherence
- Strategic planning
- Budgeting
- Relationship building
- Grant writing

Progressive Organizer well-versed in organizational and representational issues to lead Housing campaigns. Specialize and assists in human rights activities to recruit, coordinate and engage large mobilizations toward action. Self-motivated and disciplined in planning and tracking priorities and works flexible hours, including evenings and weekends to accomplish goals. Dedicated Community Organizer with 3 years of empowering underserved cultures and interests by communicating with local and state governments. Skilled at connecting organizations with powerful allies to solicit real change and effective action. Known for bringing diverse groups together to achieve universally beneficial goals. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals.

Work History

2022-03 -
Current

Director of Community Organizing

Greater Cincinnati Homeless Organization, Cincinnati, OH

- Cultivated and strengthened lasting client relationships using strong issue resolution and dynamic communication skills.
- Negotiated price and service with customers and vendors to decrease expenses and increase profit.
- Managed assignments to stay organized and meet tight deadlines.
- Conducted meetings with clergy, community leaders and organizational ally leadership.
- Coordinated community activities with staff and multiple campaign teams.
- Developed and implemented comprehensive state and local policy campaigns to advance worker power.

2020-06 -
Current

Executive Director

Black Power Initiative, Cincinnati, Ohio

- Fostered work culture of collaboration and inclusion to increase morale and reduce turnover.
- Aligned department vision, goals, and objectives with company strategy to achieve consistently high results.

- Drove strategic improvements to enhance operational and organizational efficiencies.
- Built relationships with donors, government officials and other organizations to secure funding and support for organization.
- Worked closely with organizational leadership and board of directors to guide operational strategy.
- Created promotional materials and provided insightful information to social media, websites and print media to educate public.
- Represented organization to local public by giving presentations and speeches and participating in community events.

2020-01 -
2022-01

Preschool Teacher

Young Scholars Academy, Cincinnati, Ohio

- Maintained well-controlled classrooms by clearly outlining standards and reinforcing positive behaviors.
- Assisted and supervised [Number] children through entire school day.
- Addressed behavioral and learning issues with parents and daycare management.
- Sanitized toys and play equipment each day to maintain safety and cleanliness.
- Applied play-based strategies to provide diverse approaches to learning.
- Gave one-on-one attention to children while maintaining overall focus on entire group.

Education

2017-01 -
2020-04

Bachelor of Arts: Political Science

Notre Dame College - Cleveland, OH

2023-01 -
Current

Master of Arts: Education

Notre Dame College - Cleveland, OH

May 30, 2024

To: Mayor and Members of City Council 202401408
From: Sheryl M.M. Long, City Manager
Subject: Appointment to the Environmental Advisory Board: Savannah Sullivan

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Savannah Sullivan to the Environmental Advisory Board for a term of one year from January 1, 2024.

Ms. Sullivan's resume is attached for your consideration.

Savannah Lee Sullivan

SELECTED PROFESSIONAL EXPERIENCE

Green Umbrella—Senior Director of Programs, Cincinnati OH *Jun 2023 – Present*
Climate Action Director *Mar 2022 – May 2023*
Climate Policy Lead *Dec 2020 – Mar 2022*

- Current lead of the Greater Cincinnati Regional Climate Collaborative, Co-Director of Climate Safe Neighborhoods Partnership with GroundworkORV, Green Umbrella lead for Green Cincinnati Plan Equity Committee, and Co-Chair of the Ohio-Kentucky-Indiana Regional Council of Governments Network
- Oversee elected official education/engagement, training 48 regional candidates on climate platforms as of 05/2023
- Secured \$1,007,459 of personnel funds and \$1,243,882 of implementation funds for our region since 12/2020
- Highlighted Green Umbrella's Climate Action through 12+ major media hits, hosted 22 events reaching 1,000+ attendees, and invited to speak at 33 engagements across the country that reached 2,100+ attendees as of 05/2023
- Manage internal evaluation and engagement work with contract partners, Data Bloom and CitizenLab
- Actively participate in internal Compensation and Organizational Strategy working groups in order to advance equitable HR practices and workflows, and align programmatic work for greatest impact

City of Cincinnati—Climate and Community Resilience Analyst, Cincinnati OH *May 2019 – Dec 2020*

- Co-led the development and launch of three low-income multifamily energy efficiency programs; established partnerships, perform technical analysis, manage implementation and metrics/budget dashboard, draft web/media copy
- Author of \$10K National Oceanic and Atmospheric Administration Urban Heat Island Community Science grant; coordinated campaign to collect data that will support a regional urban heat island map
- Author of \$10K National League of Cities 2020 Resilience Cohort grant; led Climate Safe Neighborhoods work
- Led research, coordinated 40+ stakeholders, authored submission for Cincinnati's LEED for Cities Silver certification
- Led Cincinnati's participation in the Climate Disclosure Project's 2020 Sustainable Finance Cohort

Environmental Resilience Institute—Resilience Toolkit Coordinator, Bloomington IN *Jan 2019 – Aug 2020*

- Worked as part of the Policy and Implementation Team to develop and launch climate change resilience resources relevant to local governments in Indiana and the Midwest.
- Supported development and management of the Environmental Resilience Institute Toolkit, led the design of the Beat the Heat program, and supported the design of the Hoosier Resilience Index
- Led pilot project with O'Neill School - coordinated 12 local governments to participate in case studies with graduate-level students; established ongoing partnership between ERI staff and O'Neill professors

Indiana University—Graduate Research Assistant, Bloomington IN *Aug 2018 – May 2019*

- Research Group: Just Energy Transition advised by Dr. Sanya Carley and Dr. David Konisky
- Co-developed ICMA survey for city/county leadership on impacts from and preparedness for the energy transition
- Conducted research and outreach to study the presence of and work by frontline sustainability and justice groups in the US, and future opportunities through the Green New Deal to strategically support these groups; published work

City of Cincinnati—Sustainability Fellow, Cincinnati OH *Jan 2018 – Aug 2018*

- A primary author for the following successful grants/awards: \$2.5M American Cities Climate Challenge Award, USGBC Sustainability and Energy Smart Award, Engaging Local Government Leaders 'Best Water Project'
- A primary author for the 2018 Green Cincinnati Plan; created data and chapters with community-driven solutions; created metrics dashboard to foster accountability, track progress, and calculate greenhouse gas emissions savings
- Service position via Public Allies Cincinnati; service projects completed for The Welcome Project and Co-op Cincy

Rural Action—Regional Economic Development & Strategy Associate, Athens OH *Nov 2016 – Nov 2017*

- Supported 10-county community wealth assessment using the Community Capitals Framework; literature review, evidence-based research, metrics development, report design, case study preparation

- Worked with local and state-based stakeholders to expand Americorps VISTA programs in Appalachia OH
- Service position via Ohio Community Development Corporation Association Americorps VISTA program

ACS Green Chemistry Institute—Research Associate, Washington DC *Sept 2013 – Sept 2015*

- Led research and developed metrics for GCI initiatives; disseminated content through articles, webinars, presentations
- Recruited key stakeholders, created content, led meetings and strategic planning, and fundraised for: NSF Student Workshop, \$10K Green Chemistry Business Plan Competition, Biochemical Technology Leadership Roundtable
- Convened collaborations between Industrial Roundtables and supported technical projects; managed Roundtable finances (>\$500K/year); assisted with marketing and events; completed Standard Operating Procedures
- Crafted content strategy for newsletter editorial calendar, social media, webinars, and other communications; directed daily social media, increasing Twitter followers by over 200% and Facebook by 250% during my tenure
- Served as a technical resource to the stakeholder community and ACS GCI staff; traveled domestically and internationally as spokesperson to present at and participate in meetings, symposia, and conferences

Abt Associates—Research Assistant, Bethesda MD *April 2012 – Sept 2013*

- Produced data, analysis, reports, proposals for EPA’s Climate Change and Pollution Prevention & Toxics departments
- Outreach coordinator for U.S. EPA Presidential Green Chemistry program: led national chemistry conference presence and evaluated impacts; managed budget; developed outreach materials; recruited program participants
- Managed database of technical, environmental, economic impacts for U.S EPA Presidential Green Chemistry awards

City of Oberlin —Sustainability Intern, Oberlin OH *Sept 2009 – May 2011*

- Co-author of ‘City of Oberlin Climate Action Plan’ draft, which revamped energy-portfolio to 85% renewable by 2015
- Conducted research for 50 municipal sustainability strategies and analysis of greenhouse gas reductions
- Received American Public Power Association DEED Award and Joyce Gorn Memorial Prize for my accomplishments

SELECTED PUBLICATIONS & PRESENTATIONS

- “2022 Climate Equity Benchmarking Analysis Report,” Green Umbrella, Pub. 2022
- Even, T. L., Trott, C. D., Gray, E. S., Roncker, J., Basaraba, A., Harrison, T., Petersen, S., **Sullivan, S.**, & Revis, S. (2021). Climate Equity Indicators Report - 2021, City of Cincinnati.
- “Supporting Frontline and Vulnerable Communities in a Green New Deal,” Public Administration Review, Pub. 2019
- “2018 Green Cincinnati Plan,” City of Cincinnati, Pub. 2018
- “Green Chemistry in Action,” Div. of Chem. Ed., 250th ACS Ntl. Meeting, Boston MA, 2015
- “City of Oberlin Climate Action Plan,” City of Oberlin, Pub. 2011

EDUCATION

- **Indiana University**—**O’Neill School of Public and Environmental Affairs**, Bloomington IN *May 2020*
Degrees: Master of Public Affairs (MPA) & Master of Science in Environmental Science (MSES)
Concentration: Environmental Justice & Community Resilience (self-designed)
Selected Coursework: Urban Development and Racial Inequalities, Planning for Climate Change and Resilient Urban Communities, Environmental Justice Seminar, Energy Policy Seminar, Food Systems and Community Resilience, Conservation Planning, Climate Change Impacts on Natural Resources
Awards: MPA-MSES Scholar Award (‘18-’20), Bonser Fellow (‘18-’19), Scott Chilcote Fellow (‘19-’20)
- **Oberlin College**, Oberlin OH *May 2011*
Degree: B.A. Economics, Environmental Studies
Awards: Joyce Gorn Memorial Prize for outstanding off-campus environmental project (‘11), American Public Power Association DEED Scholar (‘09-’11), John F. Oberlin Merit Scholar (‘07-’11), Springman Merit Scholar (‘07-’11)

SKILLS

- Software: Python, R, STATA, SAS, ArcGIS, Office Suite, Photoshop, Social Media, Google Analytics
- Others: grant writing, strategic planning, public speaking, facilitation, data analysis/management, technical writing/editing, research design, content development, community/media outreach, social media, event planning

May 30, 2024

To: Mayor and Members of City Council

202401409

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Environmental Advisory Board: Susan Sprigg

On November 29, 2023, Council previously appointed all members to the Environmental Advisory Board for a term of two years. In order to comply with Council's passage of Ordinance No. 121-2023 which established the Board, members must be appointed to staggered terms.

The City Manager hereby recommends the appointment of Susan Sprigg to the Environmental Advisory Board for a term of three years from January 1, 2024.

Ms. Sprigg's resume is attached for your consideration.

Susan M. Sprigg, MPH, RN, BSN, BA

CORE QUALIFICATIONS

A solution-oriented public health leader with a passion for supporting healthy communities. Demonstrated expertise in public health and clinical care, combined with experience in educational and community settings. A commitment to ensuring that equity is considered in all work. An excellent communicator with strengths in coordinating large portfolios of work. Experience managing operations, budget and personnel.

- Strategic thinking and planning
- Focus on equity
- Research and analysis
- Evaluation and quality improvement
- Portfolio management
- Collaboration & partnership-building

RELEVANT EXPERIENCE

Cincinnati Children's Hospital

2021-Present

Director, Community and Population Health / All Children Thrive (ACT)

Provide executive leadership, program management, partnership development and operational oversight to community/population health team in the Anderson Center. Oversee strategic operations, workstream development, staff supervision and mentoring, and communication. In 2023, co-managing the development and emergence of the new CCHMC Michael Fisher Child Health Equity Center.

- Manage large team with matrixed reporting structure.
- Facilitate, manage, and align multiple projects to support continued progress toward improving outcomes for children and families in our community.
- Oversee communications with teams, institution, and external partners.
- Present Community Health work to internal and external audiences.
- Maintain partnerships with executives and senior leaders at multiple key institutions in the city, including Cincinnati Public Schools, Cincinnati Health Department, Hamilton County Job and Family Services, Beech Acres, Community Action Agency, and many others.
- Collaborate closely with Leadership Academy and team to provide support for community partners to learn and implement a continuous improvement lens in shared outcomes for children and community.
- Serve on CCHMC Diversity Council.

Interact for Health

2014-2020

Program Officer (2019-2020)

Research Officer (2015-2019)

Public Health Consultant (2014-2015)

As Program Officer, managed a portfolio of grantee and community engagement projects supporting community health, with a focus on school-based health centers. Provided ongoing support of current and former grantees. Built relationships with potential new grantees and potential co-funders for projects.

As Research Officer, led Interact For Health's community research program, providing operational oversight and budget management. Collaborated with organizations, universities, and government entities to design, implement, and report community research projects and needs assessments. Designed evaluation plans.

- Co-led school-based health center (SBHC) Strategic Planning; created data-driven framework for strategically identifying potential new sites.
- Designed and implemented competitive RFP process to increase equitable access to SBHC planning funds.
- Created and led quarterly SBHC Learning Collaborative, allowing over 40 new schools, health partners, and community members to network and learn about potential benefits of school-based health care.
- Successfully recruited new health provider partners to participate in school-based health centers, increasing the number of partners from seven to eleven in two years.
- Delivered presentations and conference sessions on school-based health and on community data. Supported community groups to understand and interpret community research.
- Led data analysis and written summary of over 150 one-pagers and 20 population-specific data reports. Worked with PR staff to disseminate in the community through print, radio, and other media.
- Led planning of 2017 regional Health Data Conference with over 200 attendees and 15 speakers.
- Provided subject expertise and leadership on local and state collaborative groups.

Susan M. Sprigg, MPH, RN, BSN, BA – Page 2

City of Cincinnati Health Department

2014-2015

Project Manager, Ohio Equity Institute

As independent contractor, served as Project Manager for upstream and downstream projects designed with community input to address disparities in birth outcomes. Managed operational planning, communication with stakeholders and participants, development of protocols and documents, implementation, and evaluation. Provided operational oversight for OEI community health worker.

- Identified and connected with national programs that could be adapted to reach local goals. Worked with team to develop local curriculum that addressed life planning, financial health, and reproductive health.
- Recruited community presenters from sectors including workforce development, banking, education, and health.
- Recruited and enrolled over 80 participants in partnership with Cincinnati WIC.
- Collaborated with Cincinnati Public Schools to adapt curriculum for 10th grade students.

SRA International, contracted to CDC/NIOSH

2010-2014

Associate Program Advisor (2012-2014)

Public Health Data Analyst (2010-2012)

Contracted to the National Institute of Occupational Safety and Health (NIOSH). As Associate Program Advisor, provided program management of the *Occupational Health Safety Network (OHSN)* to monitor workplace injuries among healthcare workers. Coordinated team activities for development and implementation of OHSN network. As Data Analyst, worked in the office of Research to Practice on partnership promotion and tracking.

- Collaborated with team to recruit over 100 health care facilities to participate in OHSN.
- Provided in-person recruitment presentations to health systems about the benefits of participating in OHSN.
- Provided technical support to health facilities to access and upload workplace injury data.
- Developed partnership database to track all NIOSH community partnerships.
- Awards: Fiscal Year 14 Performance Award, SRA International, December 2013; Spotlight on Excellence Winner, SRA International, July 2013.

American Society of Interior Designers

2001-2009

Administrator

Sole regional employee supporting all-volunteer board. Managed finances, internal communications, trainings, and communications with public.

- Designed and implemented new referral process to connect members with potential clients.
- Coached and supported volunteer board members to develop and work toward community-led goals.
- Provided local touchpoint to maintain alignment with national organization.

Adventures in Real Communication

2002-2004

ARC Area Coordinator

Regional lead for international high-school student exchange program. Recruited host families, placed students, managed regional budget, and provided support during the exchange year. Managed 3 regional community coordinators. Expanded host family recruitment through school visits, community presentations, and media articles.

Seattle Children's Hospital and Regional Medical Center

1996-2001

Patient Care Coordinator, Data Manager: Craniofacial Center

Provided facilitation and advocacy for patients and families. Coordinated all facets of scheduling families for care in the Craniofacial Center. Served as liaison with other hospital departments. Developed and managed diagnostic database and photographic database. Led process improvement in scheduling for busy weekly clinic.

PROFESSIONAL LICENSES

Registered Nurse #365204, State of Ohio

Licensed Midwife #238, State of Washington: Inactive

EDUCATION

University of Cincinnati, Cincinnati, OH. MPH, Leadership, Management, and Policy

University of Cincinnati College of Nursing, Cincinnati, OH. BSN Accelerated Program

Seattle Midwifery School, Seattle, WA. Included 1-month rotation in Vanuatu

Oberlin College, Oberlin, OH. BA, Russian language and Soviet area studies

SELECTED COMMUNITY INVOLVEMENT

- Earth-Shares CSA at Grailville** **2009-2012**
Board Member and Treasurer
Managed all financial aspects of organization, including monitoring financial health, billing members, paying expenses, reconciling statements, and reporting to members and Board.
- Midwives Care, Inc.** **2004-2007**
Board Member and Treasurer
Provided oversight for all aspects of organization, focused on financial management. Assisted in transition to 501(c)(3) status and with community education sessions.

SELECTED PUBLICATIONS

- Sprigg, S., Wolgin, F., Chubinski, J., & Keller, K. (2017). School-Based Health Centers: A Funder's View Of Effective Grant Making. *Health Affairs*, 36 (4), 768-772.
- Auger, KA., Hall, M., Bunte, S., Mussman, G., Amin, M., Sprigg, S., et al. (2022). A Successful Collaboration Between an Urban School District, a Health System, and a Public Health Department to Address COVID-19 While Returning Children to the Classroom. *Journal of Community Health*, 47(3):504-509. doi: 10.1007/s10900-022-01067-7.
- Chubinski, J., Adcock, K., & Sprigg, S. (2019). Challenges and Opportunities in Philanthropic Organizational Learning: Reflections From Fellow Grantmakers. *The Foundation Review*, 11: Iss. 1, Article 9. <https://doi.org/10.9707/1944-5660.1454>.
- Chubinski, J. & Sprigg, S. (2017). Presence of and change in self-reported chronic disease in White Appalachian adults compared to White adults in the Greater Cincinnati region, 2005-2013. *Journal of Appalachian Studies*, 23 (1), 114-124.
- Carrozza, M., Jetty, A., Nair, S., Chubinski, J., Sprigg, S., & Petterson, S. (2016, November). Assessing the impact of the Affordable Care Act on health insurance coverage for the homeless. NAPCRG Annual Meeting. Oral presentation at NAPCRG Annual Meeting, Colorado Springs, CO.
- Rojas-Guyler, L., Chubinski, J., Sprigg, S., & Montalvan, A. (2015). Assessing the Health Status of New Immigrant Communities: The Latino Health Status Survey, a Decade Later. Accepted for publication in the National Association of African American Studies & Affiliates (National Association of Hispanic and Latino Studies) Monograph Series.
- Gomaa, A.E., Tapp, L.C., Luckhaupt, S.E., Vanoli, K., Sarmiento, R.F., Raudabaugh, W.M., Nowlin, S., & Sprigg, S.M. (2015). Occupational Traumatic Injuries Among Workers in Health Care Facilities — United States, 2012–2014. *Morbidity and Mortality Weekly Report*, 64 (15), 405-410.
- Sprigg, S. (2013). *Hamilton County Pregnancy Pathways Program: Analysis of social-behavioral risk factors in a population at risk*. Unpublished Master's Thesis, University of Cincinnati, Cincinnati, OH.

Date: 5/30/24

To: Mayor and Members of City Council 202401446
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Sunflower Rev It Up for Parkinsons 2024**

In accordance with Cincinnati Municipal Code, Chapter 765; Ben Groh 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: Sunflower Rev it Up For Parkinsons 2024
EVENT SPONSOR/PRODUCER: Ben Groh
CONTACT PERSON: Ben Groh
LOCATION: Yeatman's Cove
DATE(S) AND TIME(S): 9/8/2024 0700-1400 hours
EVENT DESCRIPTION: Run/Walk and cycling event for charity for Parkinsons
ANTICIPATED ATTENDANCE: 500
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: To be determind

cc: Colonel Teresa A. Theetge, Police Chief

Date: 05/30/23

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: 2024 Bengal Block Parties** **202401448**

In accordance with Cincinnati Municipal Code, Chapter 765; Jim Moehring 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: 2024 Bengal Block Parties
EVENT SPONSOR/PRODUCER: Jim Moehring
CONTACT PERSON: Jim Moehring
LOCATION: 100 Freedom Way (Cincinnati Banks Area)
DATE(S) AND TIME(S): 8/22 1500-2100 Hrs. 9/8 1000-1400 Hrs. 9/23 1500-2100 Hrs. 10/6 1000-1400 Hrs. 10/27 1200-1730 Hrs. 11/3 0900-1300 12/1 1000-1400 Hrs. 12/19 1500-2100 Hrs. 12/29 1000-1400 Hrs.
EVENT DESCRIPTION: Community event prior to home Bengals games at the Banks
ANTICIPATED ATTENDANCE: 1000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Colonel Teresa A. Theetge, Police Chief

Date: 05/30/2024

202401465

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

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Ault Park Fireworks
EVENT SPONSOR/PRODUCER: Cincinnati Parks
CONTACT PERSON: Lou Sand
LOCATION: Ault Park
DATE(S) AND TIME(S): 7/4/2024 11:00AM to 11:00PM
EVENT DESCRIPTION: Children's Parade in the afternoon, Food trucks and band in the evening, Fireworks at the end of the night.
ANTICIPATED ATTENDANCE: 5,000
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Colonel Teresa A. Theetge, Police Chief

Date: 5/30/2024

To: Mayor and Members of City Council 202401466
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (EWH Farmers Market)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: EWH Farmers Market
EVENT SPONSOR/PRODUCER: EWH Farmers Market
CONTACT PERSON: Deb Dereshkevich
LOCATION: Clayton St. from Woodburn Av. to Moorman Av.
DATE(S) AND TIME(S): Every Thursday from July 4th to October 31st from 3pm to 6pm
EVENT DESCRIPTION: Farmers Market/Neighborhood Social Event
ANTICIPATED ATTENDANCE: 400
ALCOHOL SALES: YES. NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Colonel Teresa A. Theetge, Police Chief

Date: May 30, 2024

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: **Liquor License – NEW**

202401467

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: 4957217
PERMIT TYPE: NEW
CLASS: C1 C2
NAME: LA MONARCA SUPERMERCADO LLC
DBA: LA MONARCA SUPERMERCADO
2444 HARRISON AV
CINCINNATI OH 45211

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

On April 26, 2024, the Westwood 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: June 18, 2024

May 30, 2024

To: Mayor and Members of City Council 202401474
From: Sheryl M. M. Long, City Manager
Subject: **Ordinance – Police: FY 2025 Traffic Safety Resource Prosecutor (TSRP) Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$190,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, FY 2025 Traffic Safety Resource Prosecutor Program (ALN 20.600), to provide resources for a Traffic Safety Resource Prosecutor to provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25TSRP.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount up to \$190,000, effective FY 2025, from the State of Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO), FY 2025 Traffic Safety Resource Prosecutor (TSRP) Program (ALN 20.600), to provide resources for a Traffic Safety Resource Prosecutor to provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25TSRP.

The TSRP grant will provide continued funding for the Traffic Safety Resource Prosecutor position with ODPS for fiscal year 2025, which will provide support and training to the City and the region. The TSRP position serves as a training and educational resource for public agencies in the region but is not a lawyer for the City and cannot provide legal advice to City departments. Per the condition of the grant, the TSRP would be assigned by the ODPS as a subcontractor with a term from October 1, 2024, to September 30, 2025.

The grant application deadline was May 23, 2024, and the City has applied by the deadline, but no grant funds will be accepted without approval from the City Council.

There are no new FTEs associated with this grant, and no matching funds are required.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$190,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, FY 2025 Traffic Safety Resource Prosecutor Program (ALN 20.600), to provide resources for a Traffic Safety Resource Prosecutor to provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio and to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25TSRP.

WHEREAS, a grant of up to \$190,000 is available from the Ohio Department of Public Safety (“ODPS”), Ohio Traffic Safety Office; and

WHEREAS, the grant will provide continued funding for the Traffic Safety Resource Prosecutor (“TSRP”) position with ODPS for fiscal year 2025, which will provide support and training to the City and the region; and

WHEREAS, the TSRP serves as a training and educational resource for public agencies in the region but is not a lawyer for the City and cannot provide legal advice to City departments; and

WHEREAS, the TSRP will develop a coordinated statewide multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio for the Ohio Traffic Safety Office; and

WHEREAS, per the conditions of the grant award, the TSRP will be assigned by the ODPS as a sub-contractor with a term from October 1, 2024 to September 30, 2025; and

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

WHEREAS, the grant application deadline is May 23, 2024, and the City intends to apply by this date, but no grant funds will be accepted before approval by Council; and

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$190,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio

Traffic Safety Office, FY 2025 Traffic Safety Resource Prosecutor Program to provide resources for a Traffic Safety Resource Prosecutor to provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio and to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25TSRP.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202401475

Subject: Emergency Ordinance – Operations Agreement – Access to Capital Fund

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute an Operations Agreement with Build Cincinnati Development Fund LLC and Cincinnati Housing Development Fund LLC; **ESTABLISHING** a new Cincinnati Access to Capital Fund for the purpose of receiving and disbursing resources to provide a loan loss reserve for the Cincinnati Access to Capital program; **AUTHORIZING** the Director of Finance to redirect and appropriate \$3,000,000 from the Build Cincinnati Development Fund to the newly established Cincinnati Access to Capital Fund; and further **DECLARING** expenditures from the Build Cincinnati Development Fund and the Cincinnati Access to Capital Fund to be for a public purpose.

STATEMENT

The Access to Capital Program (ATC) will provide access to capital by providing credit enhanced loans for developers and contractors who have difficulty accessing traditional business credit and access to financing, with an (though non-exclusive) emphasis on cultivating minority-owned businesses or projects within the City’s neighborhoods.

BACKGROUND

Established in 2003 and restructured in 2009, the City allocated approximately \$10.9 million to support the Cincinnati Housing Development Fund, now known as the Build Cincinnati Development Fund. These funds served as cash collateral for loans originated by Cincinnati Housing Development Fund LLC (“CHDF”), later transitioning to Build Cincinnati Development Fund LLC, (“BCDF”). This collaboration in partnership with several member banks with a significant presence in the City of Cincinnati, leveraged public funds for substantial private investment in the City.

ACCESS TO CAPITAL PROGRAM

The Department of Community and Economic Development (DCED) and Cincinnati Development Fund, Inc. (CDF) collaborated to form the Access to Capital Program (ATC). The purpose of the ATC Program is for CDF and participating lenders to provide credit-enhanced funding to small business contractors and developers that would not typically have readily available access to capital, with an (though non-exclusive) emphasis on cultivating minority-owned developers and contractors. The ATC Program is designed to help businesses and their communities thrive with a focus on community investment and economic growth.

To support the ATC Program, \$3,000,000 of uncommitted resources in the Build Cincinnati Development Fund will be redirected to the Cincinnati Access to Capital Fund so that the City can provide these resources as a loan loss reserve for the ATC Program. This funding will support loans originated by CDF, which may include partnerships with others. CDF will utilize the least amount of City credit enhancement necessary for each loan to proceed. Private capital will be leveraged to maximize impact. The ATC Program is in accordance with the “Live” goal to “create a more livable community” and strategy to “support and stabilize our neighborhoods” as described on pages 160-163 of Plan Cincinnati.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The purpose of the emergency is to provide businesses valuable access to capital resources to facilitate growth and economic benefit to the City at the earliest possible time.

Attachment: Ordinance

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

EMERGENCY

ZDS

- 2024

AUTHORIZING the City Manager to execute an Operations Agreement with Build Cincinnati Development Fund LLC and Cincinnati Housing Development Fund LLC; **ESTABLISHING** a new Cincinnati Access to Capital Fund for the purpose of receiving and disbursing resources to provide a loan loss reserve for the Cincinnati Access to Capital program; **AUTHORIZING** the Director of Finance to redirect and appropriate \$3,000,000 from the Build Cincinnati Development Fund to the newly established Cincinnati Access to Capital Fund; and further **DECLARING** expenditures from the Build Cincinnati Development Fund and the Cincinnati Access to Capital Fund to be for a public purpose.

WHEREAS, in 2003 and as restructured in 2009, the City contributed approximately \$10.9 million to the program formerly known as the Cincinnati Housing Development Fund (now known as the Build Cincinnati Development Fund) which funds served as cash collateral for loans originated by Cincinnati Housing Development Fund LLC (“CHDF”, later through Build Cincinnati Development Fund LLC, “BCDF”), in partnership with several member banks with a significant presence in the City of Cincinnati, which public dollars were used to leverage considerable private investment in the City; and

WHEREAS, BCDF and CHDF (collectively, “CDF”) desire to execute an Operations Agreement with the City (the “Operations Agreement”) pertaining to the creation of a new program to be known as the Cincinnati Access to Capital program (as described more particularly in the Operations Agreement, the “ATC Program”); and

WHEREAS, the purpose of the ATC Program is for CDF and participating lenders to provide credit-enhanced funding to small business contractors and developers that would not typically have readily-available access to capital, with a particular (though non-exclusive) emphasis on cultivating minority-owned developers and contractors; and

WHEREAS, the City and CDF desire to redirect \$3,000,000 of uncommitted resources in the Build Cincinnati Development Fund to the newly established Cincinnati Access to Capital Fund so that the City can provide such resources as a loan loss reserve for the ATC Program, in accordance with the Operations Agreement, as it may be amended; and

WHEREAS, the actions authorized in this ordinance are in accordance with the “Live” goal to “create a more livable community” and strategy to “support and stabilize our neighborhoods” as described on pages 160-163 of Plan Cincinnati; 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 an Operations Agreement, in substantially the form attached to this ordinance as Attachment A (the “Operations

Agreement”), with Build Cincinnati Development Fund LLC and Cincinnati Housing Development Fund LLC, to establish a new program known as the Cincinnati Access to Capital program (as more particularly described in the Operations Agreement, the “ATC Program”) and contribute \$3,000,000 to the ATC Program (the “City’s Contribution”).

Section 2. That the establishment of the new Cincinnati Access to Capital Fund is hereby authorized for the purpose of receiving and disbursing resources to provide a loan loss reserve for the ATC Program in accordance with the Operations Agreement, as it may be amended.

Section 3. That the Director of Finance is hereby authorized to redirect and appropriate \$3,000,000 of uncommitted resources from the Build Cincinnati Development Fund to the newly established Cincinnati Access to Capital Fund for the purpose of receiving and disbursing resources to provide a loan loss reserve for the ATC Program in accordance with the Operations Agreement, as it may be amended.

Section 4. That expenditures from the Build Cincinnati Development Fund and the Cincinnati Access to Capital Fund are hereby declared to be for a public purpose because they will provide valuable access to capital to businesses that would not typically have readily available access to such capital, thereby providing a significant economic benefit and enhancement to the City.

Section 5. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Operations Agreement, including, without limitation, executing all ancillary agreements, amendments, and other documents.

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 provide the City’s Contribution to the ATC Program as soon as possible so that businesses are able to obtain valuable access to capital necessary to grow their businesses, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



CONTRACT NO. _____

OPERATIONS AGREEMENT Cincinnati Access to Capital Program

THIS OPERATIONS AGREEMENT (“**Agreement**”) is made as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), the address of which is 801 Plum Street, Cincinnati, Ohio 45202, **BUILD CINCINNATI DEVELOPMENT FUND LLC**, an Ohio limited liability company (“**BCDF**”), the address of which is 1224 Race Street, Cincinnati, Ohio 45202, and **CINCINNATI HOUSING DEVELOPMENT FUND LLC**, an Ohio limited liability company (“**CHDF**”; and together with BCDF, collectively, “**Operator**”), the address of which is 1224 Race Street, Cincinnati, Ohio 45202.

RECITALS:

A. In 2003, the City and Cincinnati Development Fund, Inc. (“**CDF**”), an Ohio non-profit corporation and managing member of Operator, collaborated to form the Cincinnati Housing Development Fund loan program (the “**CHDF Program**”), to be managed and operated by CHDF. The City’s overall funding commitment to the CHDF Program was \$15,000,000. The City’s funds were used to serve as cash collateral for loans originated by CHDF, in which the member financial institutions participated. The City would provide an amount equal to 15% of the principal amount of a CHDF loan to serve as cash collateral for the loans. CHDF loans were made for the purpose of enabling developers to finance acquisition, rehabilitation, and new construction of market-rate residential development in areas suffering from blight and underinvestment.

B. In 2009, the City, CDF, and CHDF agreed to a restructuring of the CHDF Program into the Build Cincinnati Development Fund loan program (the “**BCDF Program**”), to be managed and operated by BCDF pursuant to a certain *Build Cincinnati Development Fund BCDF Operations Agreement* dated as of March 15, 2010, among the City and Operator, as amended by that certain *First Amendment to Build Cincinnati Development Fund BCDF Operations Agreement* dated April 7, 2015, that certain *Second Amendment to Build Cincinnati Development Fund BCDF Operations Agreement* dated October 19, 2018, and that certain *Third Amendment to Build Cincinnati Development Fund BCDF Operations Agreement* dated December 9, 2021 (as amended, the “**BCDF Operations Agreement**”).

C. The BCDF Program (i) maintained the City-provided cash collateral concept, (ii) expanded the eligible lending purposes under the CHDF Program to include mixed-use and commercial development, and (iii) increased the City’s per-loan collateralization to 75% of the principal amount of each loan.

D. The City and Operator desire to cooperate in the creation of a new program to be known as the Cincinnati Access to Capital Program (as described more particularly in this Agreement, the “**ATC Program**”). The purpose of the ATC Program is to provide credit enhancement funding to support loans originated by Operator, and with funds provided by Operator’s participating lenders (“**Participating Lenders**”), similar in concept to the BCDF and CHDF Programs, but to facilitate lending to contractors and developers that would not typically have readily-available access to capital for projects located entirely within the City’s corporate boundaries, with a particular (though non-exclusive) emphasis on cultivating the growth of minority-owned businesses within the City’s neighborhoods. As further described herein, the businesses receiving such loans shall be referred to, collectively, as the “**Participants**,” and each, individually, as a “**Participant**,” and such loans, made in accordance with the parameters set forth in this Agreement, shall be referred to, collectively, as the “**Loans**,” and each, individually, a “**Loan**.”

E. The City desires to redirect **\$3,000,000** of the existing BCDF funds under the BCDF Program on deposit with the City’s Finance Department (the “**Existing BCDF Funds**”) to fund the credit-enhancement of the ATC Program (the “**ATC Funds**”) and to cultivate an accessible and flexible lending

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environment for businesses that would not typically have readily-available access to the capital required to grow. Following the redirection of the ATC Funds consistent with this Agreement, there is **\$5,800,000** of funds on deposit in third-party collateral accounts with BCDF Program participating financial institutions, in addition to \$1,000,000 held in the City's BCDF account reserved through a loan loss agreement, which will be recycled through the BCDF Program upon maturity of the applicable loans.

F. The City and Operator desire to enter into this Agreement to memorialize their agreement with respect to Operator's operation of the ATC Program.

G. Execution of this Agreement was authorized by Ordinance No. _____-2024, passed by City Council on _____, 2024.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. THE PROGRAM. Subject to the terms of this Agreement, Operator shall, in a satisfactory and proper manner as determined by the City Manager of the City, operate and administer the ATC Program as more fully described in Exhibit A (*Scope of Services*) attached hereto. Operator shall engage in the business of making Loans pursuant to participation agreements with one or more Participating Lenders substantially in the form attached hereto as Exhibit B (*Form of Participation Agreement*), as may be amended by BCDF and Participating Lenders on a case-by-case basis, subject to this Agreement. For each Loan the City will create a reserve within the Program Funds Account (as defined below) in accordance with the limitations in Exhibit A relating to specific Loans ("**Loan Loss Reimbursement**") made pursuant to a loan loss reimbursement agreement ("**Loan Loss Reimbursement Agreement**") substantially in the form attached hereto as Exhibit C (*Form of Loan Loss Reimbursement Agreement*). No lender or financial institution shall be a Participating Lender for the ATC Program without having previously entered into a Loan Loss Reimbursement Agreement with the City. For the avoidance of doubt, participating lenders under the BCDF Program must execute a new Loan Loss Reimbursement Agreement with the City to participate in the ATC Program.

2. TERM. This Agreement shall be effective on the Effective Date and shall continue in effect until such time as the City, BCDF, and CHDF execute an agreement terminating this Agreement, upon mutually agreeable terms and conditions (the "**Termination Agreement**"), or such later date upon the final disposition of all Loans have been returned to the City (the "**Term**"), unless this Agreement is sooner terminated as herein provided, *provided that* Operator and the City acknowledge that Operator has certain reporting requirements as documented in this Agreement that may extend past the Term and Operator shall perform those obligations after the Term. Operator shall not originate any new Loans, as evidenced by a fully executed commitment letter between Operator and a Participant, after the execution of the Termination Agreement.

3. FUNDS. Subject to the terms and conditions of this Agreement, the City shall create a new, separate interest-bearing account in the City's financial system (the "**Program Funds Account**") and shall redirect an amount not to exceed the ATC Funds of the Existing BCDF Funds on deposit with the City's Finance Department to the Program Funds Account. The ATC Funds held in the Program Funds Account, including the interest earned thereon, will be available to Operator and Participating Lenders during the Term for purposes of implementing the ATC Program in accordance with this Agreement.

4. AMENDMENT OF BCDF OPERATIONS AGREEMENT. The parties agree that the obligations of Operator under this Agreement are separate from and in addition to its obligations under the BCDF Operations Agreement. Notwithstanding the foregoing, the BCDF Operations Agreement is hereby deemed amended to the extent that it is inconsistent or in conflict with the terms and conditions of, or would in any way impede the prompt and complete performance by the City or Operator of, this Agreement or the ATC Program. For the avoidance of doubt, the City and Operator acknowledge and agree that this Agreement does not amend the operation of the BCDF Program, except for the limited purpose of redirecting the ATC Funds.

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5. NOTICES. All notices shall be personally delivered or sent by U.S. mail addressed to the parties as follows, with an electronic copy emailed to the email address listed below, or addressed in such other way in respect to either party as that party may from time to time designate. Operator shall promptly notify the City of any change of address. If Operator sends a notice to the City that the City is in default under this Agreement, Operator shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

<p><u>To the City:</u> Department of Community and Economic Development City of Cincinnati 805 Central Avenue, Suite 700 Cincinnati, Ohio 45202 Attention: Markiea Carter, Director Markiea.carter@cincinnati-oh.gov</p>	<p><u>To Operator:</u> Build Cincinnati Development Fund LLC Cincinnati Housing Development Fund LLC 1224 Race Street Cincinnati, Ohio 45202 Attn: Joe Huber, President & CEO jhuber@cincinnati-developmentfund.org</p>
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6. PROGRAM COLLABORATION AND EVALUATION. No later than the date that is five years after the Effective Date, the parties will collaborate in good faith to ensure the operation of the ATC Program is meeting the program goals of the City. Notwithstanding the foregoing, at any point during the Term, the parties may amend this Agreement on mutually acceptable terms and conditions.

7. CREATION OF PROGRAM GUIDELINES. Operator shall provide to the City’s Department of Community and Economic Development (“**DCED**”) for its review and approval: (i) eligibility guidelines related to the criteria for selection of Participants; (ii) underwriting guidelines related to the issuance of Loans; and (iii) guidelines establishing additional terms in accordance with this Agreement (collectively, the “**Program Guidelines**”). Operator shall receive DCED’s prior written approval to make material amendments to the Program Guidelines.

8. AUTHORIZATIONS. All notices, approvals, authorizations, waivers, instructions, or determinations by the City shall be effective only when written and signed by the individual identified to receive notice for the City in Section 5 above or his or her designee.

9. INDEPENDENT CONTRACTOR. Operator shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Operator shall have exclusive control of and the exclusive right to control the details of work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Operator. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

10. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS.

A. Subcontracts. Operator agrees that operation of the ATC Program shall not be subcontracted without the prior written approval of the City. The operation of the ATC Program subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each

provision of this Agreement. In the event that Operator employs a subcontractor without first securing the City's written approval of the subcontractor by the City, Operator shall be in default of this Agreement.

B. Assignment. Operator shall not assign or transfer its interest in this Agreement without the prior written consent of the City. Notwithstanding the foregoing, Operator may assign or transfer its interest in this Agreement to a subsidiary or affiliate entity controlled and managed by Operator.

11. OPERATOR'S INSURANCE AND INDEMNIFICATION.

A. Workers' Compensation. Operator shall secure and maintain such insurance as will protect Operator from claims under the Workers' Compensation Laws.

B. General Liability Insurance. Operator shall secure and maintain such commercial general liability insurance as will protect Operator from claims for bodily injury, death or property damage which may arise from the performance of Operator's services under this Agreement, with a combined single limit for bodily injury and property damage liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Operator's insurance policy shall name the City as an additional named insured and shall contain a provision prohibiting the insurer from canceling the policy without notifying the City in writing at least 90 days prior to cancellation. Within 10 days following execution of this Agreement, Operator shall send proof of all such insurance to the City at the address specified above or such other address as may be specified by the City in writing from time to time.

C. Indemnification of the City. Operator shall indemnify, defend, and save City, its agents, and employees harmless from and against any and all losses, damages, claims, causes of action, settlements, costs, charges, professional fees, and liability of every kind and character arising out of or relating to the actions or inactions by Operator, its officers, employees, agents, contractors, and subcontractors in connection with this Agreement. Further, Operator shall protect and save the City harmless from any and all obligations to reimburse any government entity for disallowed costs paid by the City to Operator.

12. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS.

A. Generally. Operator shall obtain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements applicable to the operation of the ATC Program, including any and all applicable rules, orders, guidelines, laws, regulations, and binding directives issued by the federal government, the State of Ohio, and/or the City pertaining to COVID-19.

B. Compliance with Ohio Revised Code Section 149.431. If Operator is a non-profit corporation, it shall comply with Section 149.431 of the Ohio Revised Code, which provides: "Any non-profit corporation or association that enters into a contract with a political subdivision shall keep accurate and complete financial records of any moneys expended in relation to the performance of the services pursuant to such contract. Such contract and financial records are deemed to be public records."

C. Equal Employment Opportunity Program. This Agreement is or may be subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.

D. Minimum Wage. This Agreement is or may be subject to the provisions of Ohio Revised Code Section 4111.02 relating to minimum wage.

E. Living Wage. If the compensation for operation of the ATC Program is \$20,000 or more this Agreement is subject to the Living Wage provisions of Chapter 317 of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted all employers (as

defined) under service contracts shall provide payment of a minimum wage to employees (as defined) at the applicable rates set forth in the code. Such rates shall be adjusted annually pursuant to the terms of the Code.

F. Prompt Payment. This Agreement is or may be subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

G. Small Business Enterprise Program. This Agreement is or may be subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144. Operator shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small business enterprises, including small business enterprises owned by minorities and women. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into small contracts when economically feasible.

H. Conflict of Interest. Operator agrees to report to the City any potential conflicts of interest under any applicable laws before entering into this Agreement and agrees to report to the City any potential conflicts of interest that Operator discovers at any time during the Term.

- i. **Employee or Agent of City.** Operator agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Operator or in this Agreement, and Operator shall take appropriate steps to assure compliance.
- ii. **Subcontractors.** Operator shall not contract with any subcontractors in which it has any personal financial interest, direct or indirect. Operator covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

I. Wage Enforcement. This Agreement 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 a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

J. Americans With Disabilities Act; Accessibility.

- i. **Applicability.** This section may be applicable if any of the ATC Funds are used for costs associated with construction or rehabilitation of real property (such construction or rehabilitation being a "Project"). Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "Accessibility Motion"). The Accessibility Motion directs City administration 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.** If this section is applicable per paragraph (J)(i) above, then (a) the Project shall comply with the ADA, and (b) if (1) 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 (2) such building 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 Operator 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 (x) 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 (y) 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.

K. Prevailing Wage. Operator shall comply, and shall cause all Participants to comply with any prevailing wage requirements that may be applicable to the Loans. 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, Operator shall cause Participants to make such payments or reimburse the City for such payments within sixty (60) days of demand therefor.

13. REPORTS, INFORMATION, AND AUDITS.

A. Submission of Reports. In such form as the City may require, Operator shall collect, maintain, and furnish to the City data, information, and reports as may be requested that pertain to the work or services undertaken by this Agreement, the costs and obligations incurred or to be incurred in connection therewith, financial or operational controls, and/or any other matters covered by this Agreement, including without limitation, such accounting, financial, administrative, and operational statements and reports as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (if applicable). If requested by the City, financial statements furnished by Operator shall be audited.

B. Record Retention. Operator shall, throughout the Term of this Agreement and for a minimum of 3 years after the expiration or termination of this Agreement, keep and retain all accounting, financial, administrative, and operational statements and records pertaining to all matters covered by this Agreement.

C. Access/Right to Inspect and Audit. Upon request during the Term of this Agreement and for a period of 3 years after the expiration or termination of this Agreement, Operator shall permit the City or any designee or auditor to have access to and to inspect and audit all such accounting, financial, administrative and operational books, records, and statements of Operator that relate or pertain to this Agreement or as necessary for the City to ensure that all funds are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance expectations and goals are achieved.

14. SPECIAL REPORTING REQUIREMENTS.

A. Quarterly Reports. Within 45 days following the end of each quarter during the Term, Operator shall provide the City with a quarterly report describing the performance of the ATC Program and containing such other information and supporting documentation as the City may require.

B. Participation in Status Meetings. Operator shall participate in meetings providing updates to the City related to Operator's performance of this Agreement as reasonably requested by the City.

C. Final Report. Within 120 days following the end of the Term, Operator shall provide the City with a final report on the ATC Program and such report containing such other information and supporting documentation as the City may require. The final report shall be accompanied by the remaining ATC Funds after the disposition of all Loans.

15. CERTIFICATION AS TO NON-DEBARMENT. Operator certifies that neither Operator nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the transaction covered by this Agreement. Operator acknowledges and agrees that if it or its principals are presently debarred, it shall not be entitled to the ATC Funds under this Agreement and it shall promptly return to the City any and all funds received pursuant to this Agreement. In such event, any and all materials received by the City pursuant to this Agreement shall be retained by the City.

16. NON-PERFORMANCE AND TERMINATION.

A. If, through any cause, Operator shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Operator shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Operator specifying the effective date of the termination, at least 30 days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by Operator under this Agreement shall, at the option of the City, become the City's property. Operator shall reimburse the City for all costs incurred by the City as a result of Operator's breach of this Agreement. Notwithstanding the foregoing provisions in this Section 16.A. to the contrary, all ATC Funds designated as credit enhancements for particular Loans prior to the termination of this Agreement, shall remain ATC Funds available to the applicable Lender until such time that underlying Loan has been paid in full or the final disposition of such Loan where the Lender may use its allocation of the ATC Fund to mitigate loan losses arising from such Loan.

B. Any periodic payments or disbursements of the ATC Funds from the City specified in this Agreement shall be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. Failure to satisfactorily meet any one of the obligations of Operator hereunder may result in the City not approving periodic payments or disbursements of the ATC Funds, until Operator satisfactorily fulfills its obligations under this Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies in connection with damages the City may have suffered by reason of Operator's default under this Agreement until all or part of the City's prior payments have been recouped as the City deems appropriate but not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with Operator either directly or indirectly.

17. OWNERSHIP OF PROPERTY. Upon the expiration or termination of this Agreement, any and all memoranda, maps, drawings, working papers, reports, and other similar documents produced in connection with this Agreement shall become the property of the City and Operator shall promptly deliver such items to the City. Operator may retain copies for Operator's records.

18. OUTSIDE CONTRACTS. Operator may contract with other public and private organizations and secure donations to provide related services, except that ATC Funds shall be used solely for the ATC Program. Operator shall include notification of the execution of any such agreement in the reports required under this Agreement. Operator shall keep records of the receipts and expenditures that result from such outside funds. Said records shall be in the same general form as for the ATC Funds provided hereunder.

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The City shall have the right to inspect said records at any time during reasonable business hours, provided that such inspection does not violate the terms of any agreement to which Operator is a party.

19. NON-EXCLUSIVE AGREEMENT. This is a non-exclusive Agreement. The City may procure the same or other similar services from other entities at any time during the Term of this Agreement.

20. CITY IDENTIFICATION IN MARKETING ACTIVITIES. Operator shall identify the City as a sponsor of activities undertaken pursuant to the terms of this Agreement on any and all stationery, informational releases, pamphlets, and brochures; and publicity, including that appearing on television or cable television, on the radio or in the press.

21. GOVERNING LAW. This Agreement is entered into and is to be performed in the State of Ohio. The City and Operator agree that the laws of the State of Ohio and City of Cincinnati shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Operator agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to all disputes arising under the Agreement.

22. WAIVER. This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

23. ENTIRETY. This Agreement and the exhibits and attachments, if any, hereto constitute the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

24. SEVERABILITY. This Agreement shall be severable, and 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.

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

26. REVERSION OF ASSETS. Upon the expiration or termination of this Agreement, Operator shall transfer to the City any and all ATC Funds remaining after the disposition and repayment or disposition of all Loans, which the City may return to the program account in the City's financial system containing the Existing BCDF Funds to be used for the BCDF Program.

27. 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.

28. EXHIBITS. The following attachments are hereby incorporated into and made a part of this Agreement:

- Exhibit A - *Scope of Services*
- Exhibit B - *Form of Participation Agreement*
- Exhibit C - *Form of Loan Loss Reimbursement Agreement*

SIGNATURE PAGE FOLLOWS.

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

CITY OF CINCINNATI

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

Date: _____, 2024

BUILD CINCINNATI DEVELOPMENT FUND LLC

By: Cincinnati Development Fund, Inc.
Its: Sole Member

By: _____

Name: _____

Title: _____

Date: _____, 2024

APPROVED AS TO FORM:

Assistant City Solicitor

CINCINNATI HOUSING DEVELOPMENT FUND LLC

By: Cincinnati Development Fund, Inc.
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____, 2024

CERTIFICATION OF FUNDS:

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Operations Agreement

SCOPE OF SERVICES

Program Overview and Obligations

The ATC Program will provide access to capital by providing credit-enhanced loans for developers and contractors who have difficulty accessing traditional business credit and access to financing, with a particular (though non-exclusive) emphasis on cultivating minority-owned businesses or projects within the City's neighborhoods, as determined by Operator in its sole discretion. The ATC Program is designed to help businesses and their communities thrive with a focus on community investment and economic growth.

Operator shall engage in the business of providing Loans as a conduit lender, coordinating with Participant Lenders on a per-project/loan basis during the Term, pursuant to a Participation Agreement. The City hereby grants Operator the exclusive right during the Term to instruct the City to create reserves of cash held within the Program Funds Account to provide Loan Loss Reimbursement. Such instructions shall be submitted to the City's Finance Director, who will promptly order such reserves to be established within 5 business days of Operator's delivery of instructions to the Finance Director. Loans made to developers and/or contractors shall include terms and conditions that are determined by Operator and the Participating Lender.

Operator will utilize the least amount of City credit enhancement necessary for each Loan to proceed. Private capital will be leveraged in order to maximize impact. The program will finance a variety of expansion costs, including normal expenses such as machinery and equipment, inventory and receivables, working capital, new construction, renovation, permanent financing and site acquisition. Refinancing of existing debt is not permitted. Operator will service the Loans originated by Operator.

Operator shall establish Program Guidelines to determine:

1. Eligibility criteria for Participants,
2. Underwriting criteria, and
3. Additional terms.

Eligibility

To be eligible for the ATC Program, a Participant must meet the following criteria:

- Eligible business shall be businesses that have difficulty accessing traditional business credit as a result of challenges such as limited collateral, few traditional credentials, poor or no credit history, and who may be considered "unbankable." The eligible business entity must be independently owned and controlled by an individual or individuals and not by other businesses. The individual owners of the eligible business entity must have compensation and authority commensurate with majority ownership and control. Operator shall establish additional criteria for business ownership in the Program Guidelines.
- **Business Type**
 - **Developer** – Businesses may qualify for the ATC Program as Developers if they are commercial businesses involved in the construction industry that meet the following criteria:
 - **Prior Development Experience:** The business and/or development team must demonstrate a reliable track record (based on Operator's sole discretion) to successfully complete the proposed project.
 - **Emerging Developer:** The business shall demonstrate (based on Operator's sole discretion) that its track record and/or the financial capacity of the business and/or its principals has not yet reached a point where it can attract traditional financing.
 - **Contractor** – an individual, joint venture, or legal entity with a written agreement to provide goods or services in the furtherance of the performance of economic development initiatives.

- **Employees:** Businesses that have 2 or more employees.
- **Profitability:** Businesses that have positive historical financial performance (sales growth, profit). Gross revenue limits as determined by Operator eligibility criteria.
- **Longevity:** The business must demonstrate a reliable track record (based on Operator's sole discretion) to successfully perform on the contracts and repay the loan.
- **Personal Net Worth:** Principals of business shall demonstrate (based on Operator's sole discretion) that they have not yet reached a point where they can qualify for traditional financing.

Lending

- The ATC Program shall provide ready access of up to a \$1,000,000 loan product for eligible businesses from Participating Lenders in the form of a credit enhanced loan.
 - **Loan from a Participating Lender**
 - Maximum limits as determined by Program Guidelines
 - **City's Credit Enhancement**
 - No more than \$250,000 for contractors unless the City provides prior written approval to exceed this limit
 - No more than \$500,000 for developers unless the City provides prior written approval to exceed this limit
 - Cannot exceed 75% of the loan amount

Loan Description

- Loan terms subject to City's Credit Enhancement can vary based on the lender, project, creditworthiness, and specific circumstances.
 - **Working Capital Loan**
 - Maximum loan limits and repayment requirements as determined by the Program Guidelines
 - Interest rate: Determined by the Program Guidelines
 - Term length: Up to 24 months
 - Repayment schedule: Monthly
 - Use of funds: Operational expenses included but not limited to inventory, equipment and payroll.
 - Collateral: Collateral will vary for each project. Personal guarantees will be required from company principals. For contractors, UCC liens will be filed on specific equipment and/or all business assets. For developers, real estate collateral will be required (Senior or Junior Mortgage) and/or UCC filings on all business assets.
 - **Development Loan**
 - Maximum loan limits and repayment requirements as determined by the Program Guidelines
 - Interest rate: Determined by the Program Guidelines
 - Term length: Up to 60 months
 - Repayment schedule: Monthly
 - Use of funds: Development costs including but not limited to acquisition, financial applications, legal fees, architectural fees, engineering fees, due diligence, permits, insurance, construction, and permanent financing.
 - Collateral: Collateral will vary for each project. Personal guarantees will be required from company principals. For contractors, UCC liens will be filed on specific equipment and/or all business assets. For developers, real estate collateral will be required (1st or 2nd Mortgage) and/or UCC filings on all business assets.

Additional Terms and Conditions

- **Location:** Eligible projects must be located within the City of Cincinnati.
- **Amount:** Operator will establish underwriting criteria that determines individual loan amounts and applicable caps in the Program Guidelines
- **Term:**
 - Working Capital: up to 24 months;
 - Development Capital: up to 60 months
- **Loan Fees:** Operator will establish underwriting criteria that determine loan fees.
- **Interest Rates:** Operator will establish underwriting criteria that determine interest rate calculations.
- **Cash Flow:** Existing and/or projected cash flow must be sufficient for funding request as outlined in the Program Guidelines.
- **Collateral:** For credit enhancements, personal guarantees will be required from principals of the contracting and development companies. Collateral will vary for each deal. For contractors, UCC liens will be filed on specific equipment and/or all business assets. For developers, real estate collateral will be required (Senior or Junior Mortgage) and/or UCC filings on all business assets.
- **Limits:** The credit enhancement on each deal will be limited to \$250,000 for contractors and \$500,000 for developers, not to exceed 75% of the loan amount for both categories. No more than \$1,000,000 can be collectively credit enhanced to one project where multiple contractors may be seeking assistance. Upon request by Operator, the City may authorize credit enhancement to exceed these limits for contractors, developers, or projects by providing prior written approval.

Marketing & Outreach

Operator will market the ATC Program through its typical client relationships and pipeline channels, in addition to leveraging the strategic partnerships with 3CDC and The Port. Operator will take applications and make decisions on a per deal basis.

Budget

\$3,000,000 redirected from the Build Cincinnati Development Fund City Account

EXHIBIT B
to Operations Agreement

FORM OF PARTICIPATION AGREEMENT

CINCINNATI ACCESS TO CAPITAL PROGRAM

LOAN PARTICIPATION AGREEMENT

THIS LOAN PARTICIPATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 20____, by and among the Build Cincinnati Development Fund LLC, an Ohio Limited Liability Company, (“BCDF”), and _____ (“Lead Lender” [if only one bank]), *then need to replace Participant with Lead Lender throughout*), (and _____) (together with Lead Lender, the “Participants”) with respect to the following:

A. One of BCDF’s purposes is to facilitate lending to contractors and developers that would not typically have readily-available access to capital for projects located entirely within the City’s corporate boundaries, with a particular (though non-exclusive) emphasis on cultivating the growth of minority-owned businesses within the City’s neighborhoods.

B. In order to provide financing to fund [working capital needs/the cost of [certain machinery and equipment] [the acquisition, new construction and/or rehabilitation of _____ (the “Project”)], BCDF shall make a loan to _____ (“Borrower”), in the principal amount of \$_____ (the “Loan”).

C. The obligation of Borrower to repay the Loan with interest shall be evidenced by a promissory note in the principal amount of \$_____ to be executed by Borrower in favor of BCDF (as may be amended, restated, supplemented and/or modified from time to time, the “Borrower Note”).

D. The Borrower Note shall be secured with certain collateral (the “Collateral”) pursuant to such agreements, mortgages, collateral assignments, pledges, guarantees, financing statements or other documents used to encumber the Collateral in favor of BCDF (as amended, restated, supplemented and/or modified from time to time, collectively, the “Security Documents”).

E. In order to provide the funding for the Loan, Lead Lender and the other Participants shall loan monies to BCDF under the terms of this Agreement (the “Master Loan”), which Master Loan shall be evidenced by a promissory note given by BCDF to Lead Lender, dated as of the closing of the Loan and in the original principal amount of the Loan ((as amended, restated, supplemented and/or modified from time to time, the “Master Note”). The Master Note shall be in substantially the form attached hereto as Exhibit B.

F. To secure the Loan and otherwise provide credit support for the Master Note, BCDF shall (i) execute a Security Agreement and Collateral Assignment of Loan Documents, granting to Lead Lender a collateral assignment of the Loan Documents (as defined in Section 3 below), and (ii) instruct the City of Cincinnati (the “City”), under the ATC Operations Agreement, dated _____, a copy of which is attached as Exhibit C (as amended, restated, supplemented and/or modified from time to time, the “ATC Operations Agreement”), to create a reserve within the Program Funds Account (as defined in the ATC Operations Agreement) in the amounts (collectively, the “City Credit Enhancement Support”) set forth on Schedule A, which shall equal the lesser of: i) seventy-five percent (75%) of the Loan, or ii) _____ Dollars (\$_____)¹. The term, “Percentage Credit Enhancement” means the City Credit Enhancement Support amount divided by the principal amount of the Loan.

¹ NTD: Dollar amount to be no more than \$250,000 for contractors and \$500,000 for developers. No more than \$1,000,000 to multiple borrowers for any one project.
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G. BCDF, Lead Lender, and the other Participants are entering into this Agreement to provide for the respective rights and obligations of each in connection with the Master Loan and the administration of the Loan until each is paid in full.

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

1. Recitals. The above Recitals are true and are incorporated herein by reference.

2. Terms of the Loan and Master Loan. The basic terms of the Loan are as set forth in the Borrower Note and the [Construction] Loan Agreement between Borrower and BCDF dated as of even date herewith (as amended, restated, supplemented and/or modified from time to time, the "Loan Agreement"). The basic terms of the Master Loan are as set forth in the Master Note and this Agreement.

3. Loan Documents. Borrower's obligation to repay the Loan with interest is and shall be evidenced by the Borrower Note and the Loan Agreement and secured by the Security Documents, and may also be further evidenced and secured by such other documents and instruments as shall be deemed by the parties hereto to be necessary and desirable (as amended, restated, supplemented and/or modified from time to time, the "Loan Documents"). Both BCDF and Lead Lender shall have approved each Loan Document prior to acceptance of any such Loan Document.

4. Participation Interest in Loan.

A. Participant Advances. Participants agrees to lend to BCDF funds in connection with the Loan in the amount set forth on Exhibit A (the "Participation Amount") attached hereto and made a part hereof, all pursuant to the terms and conditions of this Agreement. Each Participant shall make advances ("Advances") from time to time to BCDF payable in installments ("Installment Payments") due in accordance with this Section 4; provided, however, that no Participant shall be obligated to make Advances that would exceed its share of the Participation Amount as set forth on Exhibit A corresponding to such Participant. Each Participant shall make its Installment Payments associated with Advances to BCDF by wire transfer. Installment Payments shall be made in amounts as called from time to time pursuant to a written notice given by BCDF not less than ten (10) days prior to the date such payment is due and payable, specifying (i) the total amount of the Installment Payment being called pursuant to such notice; (ii) Installment Payments due from each Participant, respectively; (iii) the date by which such Installment Payments must be made; (iv) that all conditions required to be satisfied under this Section 4 have been satisfied or waived by Lead Lender; and (v) that all of BCDF's representations and warranties made in Section 5.A were true and correct in all material respects when made and are true and correct in all material respects as if made on the date of such notice.

B. Conditions to Lead Lender's Obligations. The Lead Lender's obligations to make Lead Lender Advances related to the Loan are subject to the satisfaction of the following:

(a) The Participants' obligations to make any Installment Payment related to an initial disbursement under the Loan are subject to the satisfaction or waiver of the following conditions as determined in the sole discretion of Lead Lender.

(i) BCDF shall have received an appraisal of the property, tangible or intangible, relating to a particular Project and the related Loan at Borrower's expense by an appraiser selected by Lead Lender. The appraisal reports and procurement process therefore shall be made in accordance with the United States Department of the Treasury's current regulations, Office of the Comptroller of the Currency, 12 C.F.R., Part 34, Subpart C, as amended. Each appraisal and reappraisal shall have been in proper form and otherwise satisfactory to Lead Lender in its sole discretion, and each appraiser shall have met all Federal and Ohio legal requirements.

(ii) In cases deemed appropriate in the sole discretion of Lead Lender, BCDF shall have received a Phase I environmental site assessment (the "Phase I") for the real property that will be Collateral or otherwise related to the Project (the "Real Estate") at Borrower's expense in proper form and otherwise satisfactory to Lead Lender. Such report shall have provided evidence regarding the potential presence of toxic or hazardous substances or waste, underground storage tanks, other pollutants that could be detrimental to the Project, Real Estate, human health or to the environment, whether the Real Estate is in violation of any local, state or Federal laws or regulations or whether any other environmental problems exist with respect to the Real Estate. The Phase I shall have also provided evidence regarding whether the Real Estate contains any areas which constitute wetlands as that term is defined at 40 C.F.R. § 122.2 and 33 C.F.R. §328.3, and whether there has been any un-permitted filling of wetlands on the Real Estate. If the Phase I review indicates the presence of potential environmental hazards on the Real Estate, and if required by Lead Lender, BCDF shall have received a Phase II environmental site assessment (the "Phase II") for such Real Estate.]²

(iii) Borrower shall have provided to BCDF a detailed project budget, acceptable to Lead Lender in its sole discretion, for the construction, rehabilitation and development costs associated with a particular Project, including land costs, site improvements, buildings and other improvements, interest expense, professional fees and all other costs incurred in connection with the Project, broken down into expense categories and showing a projected expenditure for each category.

(iv) Borrower shall have prepared a notice of commencement to be recorded, posted at the Real Estate and delivered to contractors and requesting sub-trades in accordance with the requirements of Ohio Revised Code Section 1311.04.

(v) Borrower shall have provided to BCDF a title insurance policy commitment issued by a title company selected or approved by Lead Lender in proper form, and otherwise satisfactory to Lead Lender in its sole discretion.

(vi) The Project's construction plans and specifications shall have been approved by Lead Lender in its sole discretion]³.

(vii) Lead Lender shall have received (x) a credit history and evaluation of Borrower's current creditworthiness satisfactory to Lead Lender in its sole discretion; or (y) a performance bond, letter of credit, third-party guarantee or additional contingency financing.

(viii) Borrower shall have provided to BCDF certificates of insurance in proper form and otherwise satisfactory to Lead Lender in its sole discretion, indicating that such insurance is in effect and naming BCDF as additional insured and or loss payee, as applicable. Such required insurance required may include liability, fire and extended coverage, builder's risk insurance and flood insurance, as required by Lead Lender in its sole discretion.

(ix) BCDF shall have received in proper form and otherwise satisfactory to Lead Lender in its sole discretion, personal guarantees by Borrower's principal shareholders, members or partners, as the case may be, as well as current personal financial statements regarding such guarantors.

(x) BCDF shall have received the Loan Documents executed by Borrower, which Loan Documents shall include (except as deemed unnecessary by Lead Lender in its sole discretion) Security Documents, certified Borrower organizational documents and authorizing resolutions, evidence of Borrower's regulatory compliance and receipt of all necessary governmental permits, current good standing certificates, and such other documents as deemed necessary by Lead Lender.

² NTD: Conditions for real estate and construction loans only.

³ NTD: Conditions for construction loans only.

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(xi) If Lead Lender deems necessary, BCDF shall have received a survey of the Real Estate the results of which are satisfactory to Lead Lender in its sole discretion.]⁴

(xii) If the Loan is being made to support the purchase of machinery and/or equipment, BCDF shall have received a copy of invoices of regarding such machinery and/or equipment, in form and substance satisfactory to Lead Lender in its sole discretion.

(xiii) If the Loan is being made to support working capital and the Lead Lender deems necessary, BCDF shall have received account receivable, inventory and payable agings of Borrower, in form and substance satisfactory to Lead Lender it is sole discretion.

(xiv) If the Loan is being made to support working capital and/or the purchase of machinery or equipment; BCDF shall have received (A) Borrower's financial statements for Borrower's two prior fiscal year ends and most recent interim financial statements and (B) lien an litigation search results, in form and substance satisfactory to Lead Lender in its sole discretion.

(b) The Participants' obligations to make any Installment Payment related to an interim disbursement under a Loan are subject to the satisfaction or waiver of the following conditions as determined in the sole discretion of Lead Lender.

(i) Borrower's representations and warranties made under the Loan Documents are true and correct in all material respects at the time of the disbursement as if then made, there shall have been no condemnation of or material damage to [any material portion of Borrower's assets/the Real Estate or the Project], and no event of default by Borrower shall have occurred under the Loan Documents which has not been cured.

(ii) BCDF shall have received a title endorsement to the title insurance policy in proper form and otherwise satisfactory to Lead Lender in its sole discretion, increasing the amount of the title insurance on the Real Estate to the amount that shall have been disbursed by BCDF under the Borrower Note after payment of the pending advance, and insuring that BCDF has a first and best lien on the Real Estate and that the Real Estate has no other liens or encumbrances except as approved by Lead Lender.

(iii) BCDF shall have received a certificate from an inspector satisfactory to Lead Lender in its sole discretion stating that the work covered by previous Advances has been performed in all material respects in accordance with the Project's plans and specifications, that the amount of Borrower's request for advance is accurate and proper and that the percentage of the work shown on such request for advance has been completed.

(iv) The Loan shall be "In Balance" at the time of the disbursement. "In Balance" means when the undistributed proceeds of a Loan as of a particular time equals or exceeds the amount needed, based upon Lead Lender's reasonable estimate as of such time, to pay for all work, labor and materials and all other costs necessary for the completion of the related Project in accordance with the Project's plans and specifications, including the payment of all retainages, the installation of all fixtures, equipment and finishes, and all of Borrower's obligations associated with the Project's construction and non-construction (i.e. "soft") costs.

(v) Borrower shall have provided to Lead Lender copies of all notices of furnishing received under Ohio Revised Code Section 1311.05. Borrower shall have provided lien waivers and such other documentation from all persons delivering a notice of furnishing and any other persons furnishing labor or materials to the Project, as requested by Lead Lender in its sole discretion.]⁵

⁴ NTD: For real estate and construction loans only.

⁵ NTD: Conditions to be included with construction loan only.

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(c) The Participants' obligations to make any Installment Payment related to a final disbursement under the Loan, in addition to the requirements set forth in Section 4.B(a) above (as applicable), are subject to the satisfaction or waiver of the following conditions as determined in the sole discretion of Lead Lender.

(i) The Project shall have been completed and equipped in all material respects in accordance with the Project's plans and specifications, free and clear of mechanics' liens, encumbrances and security interests other than encumbrances permitted under the Loan Documents.

(ii) BCDF shall have received written certification from Borrower's architect (or other contractor or Borrower representative acceptable to Lead Lender) in proper form and otherwise acceptable to Lead Lender in its sole discretion that the Project has been completed in all material respects in accordance with the Project's plans and specifications.

(iii) Borrower shall have furnished to BCDF a certificate of occupancy for the Project in proper form and otherwise acceptable to Lead Lender in its sole discretion.⁶

(d) In the event a Participant fails to make any Installment Payment when due under Section 4.A., BCDF shall promptly give written notice of such default to the Participant. If the Participant does not cure the default within ten (10) business days after written notice, the Participant shall hereby be deemed in default until its defaulted obligations shall have been fully satisfied, and during such period of default the following provisions shall apply.

(i) That amount of the Participant's defaulted Installment Payment plus interest accruing at the interest rate under the Borrower Note plus 3% per annum from the date or dates of default shall remain the obligation of the Participant.

(ii) The defaulting Participant's right to receive an origination fee for the Loan giving rise to the default shall be forfeited, and any origination fee previously paid to the Participant pursuant to such Loan shall be repaid to BCDF out of the payments of principal and interest otherwise due and payable to the Participant under the Master Note.

(iii) No right, power or remedy available to BCDF in this Section 4.B(d) shall be exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy available at law or in equity. No course of dealing among BCDF, non-defaulting Participants and any defaulting Participant, and no delay by BCDF in exercising any right, power or remedy shall operate as a waiver or otherwise prejudice the exercise of such right, power or remedy.

C. Collateral. In consideration of its participation in the Loan, each Participant shall be entitled to its Existing Pro Rata Share in (i) the Collateral, (ii) the City Credit Enhancement Amount (iii) subject to Sections 4.D. and 8.B.(g) the interest accrued and unpaid on the Loan, and (iv) subject to Section 4.D. below, any loan fees or other charges assessed Borrower in consideration for the Loan and any subsequent assessments or fees charged to Borrower for any extensions, modifications, or changes to the Loan, regardless of whether such fees or charges are built in to the Loan or agreed upon later by Borrower (the "Loan Fees"). As used in this Agreement, "Existing Pro Rata Share" means the initial Participation Amount of the Master Loan owned by the Participant, less any sums received by that Participant, in relation to the amount then due under the Master Note.

D. Origination Fees. ***[In addition to any other Loan Fees BCDF may charge Borrower, BCDF may assess Borrower a loan origination fee (the "Lender's Origination Fee"), which BCDF shall pay to Participants their Existing Pro Rata Share.]*** The Participants acknowledge and agree that BCDF may charge Borrower an origination fee in excess of the Lender's Origination Fee, which BCDF is entitled to retain for its own account.

⁶ NTD: 4B(c) Only needed if a construction loan.
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5. Representations and Warranties.

A. Representations and Warranties of BCDF. BCDF warrants and represents to, and agrees with, the Participants that:

(a) Current drafts of the Loan Documents are attached hereto as Exhibit E.

(b) BCDF has made available to the Participants copies of all documents in BCDF's possession or control that contain material information relating to the Loan. BCDF has not previously assigned any of its right, title or interest in, to or under the Loan or the Loan Documents to any third party. Without the prior written consent of Participants, BCDF shall not assign all or any portion of its remaining right, title or interest in, to or under the Loan or the Loan Documents.

(c) BCDF is a limited liability company duly organized and validly existing under the laws of the State of Ohio.

(d) BCDF has the full power and authority to hold the Loan, to issue and sell the Loan, and to execute, deliver and perform, and to enter into and consummate all transactions required of it by this Agreement. BCDF has duly authorized the execution, delivery and performance of this Agreement, and has duly executed and delivered this Agreement. This Agreement, when duly authorized, executed and delivered by BCDF, shall constitute a legal, valid and binding obligation of BCDF, enforceable against it in accordance with its terms except that the binding effect and enforceability thereof is subject to: applicable bankruptcy, insolvency, reorganization and moratorium and other similar laws affecting enforcement of creditors' rights heretofore or hereinafter enacted to and the effect of rules of law (whether in proceedings in equity or in law) governing specific performance, injunctive relief and other equitable remedies on the binding effect and enforceability of this Agreement.

(e) Neither the execution and delivery of this Agreement, the origination of the Loan by BCDF, the consummation of the transactions required of BCDF herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement shall conflict with or result in a breach of any of the terms, conditions or provisions of BCDF's articles of organization or any agreement or instrument to which BCDF is now a party or by which it is bound, or constitute a default or result in the violation of any law, rule, regulation, order, judgment or decree to which BCDF is subject.

(f) On the occasion of each advance of Loan principal by BCDF to Borrower pursuant to the Loan Documents, funded by funds delivered by the Participants to BCDF, BCDF shall be deemed to have made a representation and warranty to the Participants that (a) if the loan is secured by real property, that there is in force in favor of BCDF one or more title insurance policies with respect to such real property providing the coverage required under the Loan Documents, (b) evidence of property insurance policies naming BCDF as additional insured, lender loss payee and/or mortgagee, as applicable, with respect to the Collateral were obtained by BCDF at the closing of the Loan and BCDF has received no written notification of cancellation or reduction of any such policies, (c) BCDF has in its possession executed Loan Documents, appropriately filed or recorded, as necessary for perfection, and (d) to the best of BCDF's knowledge, Borrower has fulfilled all conditions set forth in the Loan Documents, not intentionally waived by BCDF, and is entitled to the advance of Loan principal.

Except as expressly provided above, BCDF makes no other representations or warranties, express or implied concerning the Loan or the Loan Documents.

B. Representations and Warranties of Participants. Participants each represent and warrant to, and agree with, BCDF that:

(a) The Participant has inspected the Loan Documents and the Collateral and hereby approves such Loan Documents and agrees to accept the credit risk with respect to the Loan.

(b) The Participant has the power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. All proceedings required to be taken by Participant to authorize the execution, delivery and performance of this Agreement have been properly taken.

(c) The Participant has made its own independent investigation of the financial condition and affairs of Borrower, any guarantors and the Collateral in connection with the making and continuance of the Loan and its own assessment of the creditworthiness of Borrower and each guarantor.

6. Appointment of BCDF. Each Participant hereby designates and appoints BCDF as the administrative and collateral agent of such Participant under this Agreement and the Loan Documents. BCDF shall act as administrative and collateral agent lender for the Participants on the express terms, provisions and conditions contained in this Agreement.

A. Authorization. Each Participant hereby authorizes and directs BCDF to enter into the Loan Documents with respect to the Loan and to take such action on its behalf under the provisions of this Agreement and the Loan Documents and to exercise such powers as are set forth herein, together with such other powers as are reasonably incidental thereto, except to the extent that this Agreement and such Loan Documents limit such powers. Each Participant ratifies and approves those Loan Documents previously entered into by BCDF. If BCDF shall desire any authority in addition to the authority granted or reserved to BCDF herein or any consent to any matter, whether or not consent is otherwise required hereunder, then BCDF shall propose in writing such additional authority or matter for consent to the Participants. Upon receipt of the written authorization or consent sought from the Participants, such authorization or consent shall be deemed granted.

B. Nature of Duties. BCDF shall not have any duties or responsibilities except those expressly set forth in this Agreement or in the Loan Documents. The duties of BCDF shall be administrative in nature. BCDF shall administer the Loan in the same manner as it administers its other similar loans in the ordinary course of its business, and in accordance with the law and the Loan Documents. Promptly following the execution by all parties thereto, BCDF shall send to each Participant a copy of each Loan Document in favor of BCDF with the originals of such documents to be held and retained by BCDF for the benefit of the Participants. Except as otherwise set forth herein, BCDF shall not have by reason of this Agreement a fiduciary relationship in respect of any Participant. Nothing in this Agreement or in any of the Loan Documents, expressed or implied, is intended or shall be construed to impose upon BCDF any obligation in respect of this Agreement or any of the Loan Documents except as expressly set forth herein or therein.

C. Obligation to Disclose Material Information. BCDF shall provide to each Participant all material credit or other information with respect to Borrower and any guarantors coming into the possession of BCDF. Each Participant shall immediately disclose to BCDF any material information received or obtained concerning (a) the financial condition of the Borrower or any person liable for payment of the Loan or performance of the Loan Documents, (b) the ability of Borrower to manage or complete improvements to any of the Collateral, to conduct its business operation as a going concern on a basis substantially equivalent to that existing on the date of this Agreement, or to pay the Loan and to otherwise perform the Loan Documents, or (c) any material change in the condition or status of the Collateral.

D. Actions With Respect to the Guaranty. Notwithstanding anything herein to the contrary, BCDF agrees that it shall take such direction from the Lead Lender as to all actions with respect to any guaranty and any guarantors. Further, BCDF agrees that it shall take no action that impairs any guaranty or the liability of the guarantors thereunder.

7. Loan Closing Deliveries. On the closing date of the Loan, BCDF shall deliver to the Participants copies of the executed Loan Documents and such other documentation as Participants may reasonably request.

8. Loan Servicing. BCDF shall service the Loan for the benefit of the Participants in accordance with their respective interest in the Loan and in accordance with the requirements of this Agreement [; provided, however, that Lead Lender agrees to timely provide BCDF with monthly interest rate information necessary for BCDF to determine accrued interest and principal due on the Borrower Note and to timely bill the Borrower for principal and accrued interest on the Borrower Note].⁷

A. No Assignment. BCDF may not, without the unanimous express, written consent of the Participants, assign its rights and obligations hereunder. The obligation to service the Loan is a non-delegable obligation.

B. Servicing Responsibilities of BCDF. BCDF's responsibilities shall be as follows:

(a) Except as otherwise provided in Sections 4.D. and 8.B.(g), BCDF shall disburse all payments of principal and interest in respect of the Loan, all payments of the fees described in the commitment (other than reimbursable costs and expenses inuring to the benefit of a particular Participant or BCDF) including, without limitation, Loan Fees, and all payments in respect of any other obligation (each individually, a "Payment," and collectively, "Payments") among the Participants, in proportion to their Existing Pro Rata Shares or in the manner otherwise specified herein. If BCDF shall receive, on or before 11:00 a.m., Cincinnati local time, on a Banking Business Day, a Payment requiring further disbursement to one or more of the Participants, BCDF shall disburse each Participant's Existing Pro Rata Share on or before the close of business on the same Banking Business Day. If BCDF shall receive such a Payment requiring further disbursement to Participants after 11:00 a.m., Cincinnati local time, on a Banking Business Day, BCDF shall disburse such Payment to the Participants on or before the close of business on the next Banking Business Day. All payments or other sums received by BCDF for the account of the Participants (including, without limitation, principal and interest payments, the proceeds of any and all insurance maintained with respect to the collateral and any and all condemnation proceeds with respect to any of the collateral) shall not constitute property or assets of BCDF. BCDF shall hold any such payment or other sum solely in its capacity of administrator for itself and the Participants in accordance with this Agreement and the Loan Documents. Except with respect to amounts BCDF is otherwise entitled to retain for its own account under this Agreement for fees and compensation, BCDF expressly acknowledges and agrees that any sums collected from guarantors under any guaranty shall belong solely to the Participants; and that it shall not remit any of those aforementioned sums so collected to any other party other than the Participants. A "Banking Business Day" means a day on which banks are open for business in Cincinnati, Ohio.

(b) BCDF shall keep accurate and complete accounts for the Loan and shall furnish the Participants with copies of the same upon request of Participants but no less frequently than on a monthly basis. Notwithstanding anything to the contrary herein, BCDF, with each payment to Participants, shall furnish Participants with the following information: (a) amount of payment as it relates to principal, interest and other charges; and (b) the outstanding balance of the Loan.

(c) BCDF shall promptly provide Participants with all correspondence, reports, financial statements of Borrower and any guarantors, tax returns of Borrower and any guarantors, rent rolls, title updates, insurance certificates, or other information of any kind that it receives relating in any way to the Loan. BCDF shall obtain each of the foregoing (as applicable) in accordance with the requirements of the Loan Documents, but in no event less frequently than annually.

(d) If the Loan Documents require any escrows for taxes or insurance or otherwise, BCDF shall maintain such accounts for the benefit of BCDF. To the extent BCDF maintains an escrow account for real estate taxes and/or hazard insurance as to the Loan, BCDF shall use commercially reasonable efforts to pay real estate taxes when due and keep hazard insurance in place on the properties securing the Loan. If the Loan Documents require no escrow for hazard insurance, BCDF shall use commercially reasonable efforts to keep all properties and other Collateral securing the Loan insured at all

⁷ NTD: To be used only if Lead Lender requires using an interest rate (e.g. SOFR) that cannot be administered by BCDF.

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times. To the extent that BCDF must place insurance on any portion of any property or any other Collateral securing the Loan, the Participants shall pay or reimburse BCDF for the same. BCDF shall, immediately following receipt of notice thereof, notify the Participants of the non-payment of real estate taxes or the failure of Borrower to maintain proper insurance on any of the properties and/or other Collateral securing the Loan. BCDF shall hold all insurance policies and shall promptly deliver the original or a certificate of the same to the Participants, at the Participants' request.

(e) The Participants shall pay all out-of-pocket expenditures made in the reasonable discretion of BCDF and Lead Lender for protection of the Collateral for the Loan. The Participants shall advance funds for the payment of any costs or expenses reasonably incurred or to be incurred by BCDF with third parties in connection with the administration of the Loan, the enforcement of the Loan Documents and the protection and preservation of the Collateral prior to foreclosure or conveyance in lieu thereof, including without limitation, attorneys' fees, and each Participant, upon receipt of written notice from and evidence of payment of the same by BCDF, shall promptly reimburse BCDF; provided, however, BCDF shall not be entitled to any payment for the routine servicing of the Loan except as expressly provided in this Agreement. For the purposes of this Agreement such advance or advances shall be secured by the Loan Documents but not be deemed to be counted against the maximum amount of Loan principal.

(f) Participants may not declare BCDF in default of this Agreement for failure to comply with the terms of this Section 8.B. unless (i) BCDF's failure results from willful neglect; and (ii) the Participant has given BCDF fifteen (15) days notice of BCDF's failure to comply with the terms of this Section 8.B. and an opportunity to cure within such fifteen (15) day period.

(g) BCDF shall retain all interest paid by Borrower on the Borrower Note in excess of the Master Note's interest rate, as and when received by BCDF.

(h) Upon any dissolution, termination of existence, insolvency, business failure, appointment of receiver for BCDF, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency law, State or Federal, with respect to BCDF, or upon any material breach of this Agreement by BCDF not cured within twenty (20) business days after written notice from the Participants to BCDF of such material breach, the Participants shall have the right to designate another Loan servicer (including any Participant or its affiliate) to service the Loan for the benefit of all the Participants at a reasonable rate of compensation as may be agreed upon by such Loan servicer, whereupon BCDF shall deliver the Loan, Loan Documents, Collateral and servicing records to the Loan servicer so selected and the compensation due BCDF hereunder shall end.

C. Borrower Default and Enforcement.

(a) Immediately upon learning of the occurrence of any event or existence of any condition constituting any event of default under the Loan Documents, the party hereto so aware shall promptly notify the other parties hereto of such event or condition. BCDF, with the written consent of the Participants, may declare or refrain from declaring Borrower in default, may accelerate or refrain from accelerating the maturity of the Loan, and may enforce or refrain from enforcing any or all of the rights set forth in the Loan Documents. The Lead Lender shall be responsible for enforcing all of BCDF's rights in connection with any Borrower default declared on the Loan.

(b) If any of the Collateral is acquired by foreclosure, conveyance in lieu thereof, or otherwise, then title shall be taken and held in such manner as may be then agreed upon by the Participants.

(c) If any of the Collateral is acquired by foreclosure, conveyance in lieu thereof, or otherwise, then, subject to the limitations contained herein, the Lead Lender, after good faith consultation with BCDF, shall make and execute all decisions with respect to the management, operation, improvement and completion of the Collateral.

(d) If any of the Collateral is acquired by foreclosure, conveyance in lieu thereof, or otherwise, then the Participants shall advance funds for the payment of any costs or expenses reasonably incurred or to be incurred by Lead Lender with third parties in connection with the acquisition, holding, management, operation, improvement and completion of the Collateral, and each Participant, upon receipt of written notice from and evidence of payment of the same by Lead Lender, shall promptly reimburse Lead Lender and BCDF for such Participant's Existing Pro Rata Share of the same; provided, however, that any costs or expenses incurred by Lead Lender and BCDF in connection with the improvement or completion of the Collateral (as distinguished from the maintenance or operation of the Collateral) must be unanimously approved in advance by the Participants.

(e) BCDF shall receive and account for all proceeds from the liquidation or operation of any of the Collateral, remit such to each Participant its Existing Pro Rata Share of the same within three (3) Business Days after the receipt thereof, in the case of proceeds from liquidation, and within twenty (20) Business Days after the end of each calendar month, in the case of proceeds (net of ordinary and necessary costs and expenses of operation of any of the Collateral including reasonable reserves) from operations, and hold the same in trust until so remitted.

D. Loan Modification. BCDF may not under any circumstances waive, modify, or otherwise alter or compromise any of the provisions of the Loan without the Participants' unanimous prior written consent. The Participants shall not unreasonably withhold such written consent. The Participants shall be deemed to have consented to any request for modification of the Loan if (i) the requested modification does not provide for a material adverse change to Participants, and (ii) the Participant fails to respond to a written request for modification within ten (10) days following the Participant's receipt thereof. If the request is for a change that is materially adverse to any Participant, such Participant shall respond in a reasonable time frame.

E. Collection Practices. BCDF shall promptly notify the Participants if the Loan becomes more than fifteen (15) days past due. In addition, following receipt of notice of any of the following events, BCDF shall promptly notify the Participants thereof: (i) any other known default under any of the Loan Documents;; (ii) the death or incompetency of Borrower, any guarantor, or any of the principals known of the same; (iii) any damage or destruction to any of the Project or the Collateral , (iv) any bankruptcy filings by Borrower, any guarantor, or any affiliate of any of Borrower; or (v) any other condition which has a material adverse impact on the Loan, including but not limited to any change in the financial condition of Borrower or any guarantor.

9. Rights, Exculpation, Etc. It is the intent of the parties hereto that BCDF's involvement in the transactions contemplated by this Agreement and the Loan Documents is solely to cause the City to provide the City Credit Enhancement Support for the Loan. Except as otherwise set forth herein, neither BCDF, any affiliate of BCDF, or any of their respective officers, directors, members, managers, employees, BCDF's, attorneys or consultants, shall be liable to any Participant for any action taken or omitted by them hereunder or under any of the Loan Documents or in connection herewith or therewith, except that BCDF shall be liable for its gross negligence or willful misconduct. Except as otherwise set forth herein, (i) in the absence of gross negligence or willful misconduct, BCDF shall not be liable for any apportionment or distribution of payments made in good faith, (ii) if any such apportionment or distribution is subsequently determined to have been in error, the sole recourse of any person to whom payment was due, but not made, shall be to recover from the recipients of such payments any payments in excess of the amounts to which they are determined to have been entitled, and (iii) BCDF shall not be responsible to any Participant for any recitals, statements, representations or warranties or for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of any of the Loan Documents or any of the transactions contemplated hereby and thereby or for the financial condition of Borrower, any guarantor or any of their affiliates. BCDF need not inquire concerning the performance or observance of any of the terms, provisions, or conditions of or any of the Loan Documents. BCDF may rely upon any written notices, statements, certificates, orders or other documents, telecopies or any telephone message that BCDF believes in good faith to be genuine and correct and to have been signed, sent or made by the proper person. With respect to all matters pertaining to this Agreement or any of the Loan Documents and its duties hereunder and thereunder, BCDF may act or refrain from acting upon advice of legal counsel,

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independent public accountant or other experts that BCDF may select. In the absence of gross negligence or willful misconduct of BCDF, each Participant's sole recourse against BCDF if BCDF is unable to repay the Master Note is the Participant's rights under this Agreement to realize under Lead Lender's or the other Participant's rights under the Loan Loss Reimbursement Agreement to receive the City Credit Enhancement Support and the Lead Lender's rights under the Security Agreement and Collateral Assignment to enforce the Loan Documents.

10. Indemnification. To the extent that Borrower does not reimburse or indemnify BCDF, the Participants shall pay or reimburse, as the case may be, BCDF, within seven (7) Banking Business Days after notice from BCDF, and indemnify and defend BCDF from and against any and all liabilities and costs (other than the loss of principal, interest and fees) that may be imposed upon, incurred by or asserted against it in any way relating to or arising out of this Agreement and/or the Loan Documents or any action taken or omitted by BCDF under this Agreement and/or the Loan Documents. No Participant shall be liable for any proportion of such liabilities and costs in the nature of internal or administrative costs or resulting from BCDF's gross negligence or willful misconduct, or violation of this Agreement, failure to comply with the Loan Documents, or violation of law. The obligations of the Participants under this Section shall survive the payment in full of the Loan and the termination of this Agreement. If after payment and distribution of any amount by BCDF to one or more Participants, or third party, including Borrower, any creditor of Borrower, and/or any guarantor, or any trustee in bankruptcy, recovers from BCDF any amount found to have been wrongfully paid to BCDF or disbursed by BCDF to a Participant, then Participants, in proportion to their Existing Pro Rata Shares, shall reimburse BCDF for all such amounts. Notwithstanding the foregoing, BCDF need not advance liabilities or costs and may require the deposit by each Participant of any material liabilities and costs anticipated by BCDF before they are incurred or made payable.

11. Other Transactions. Each Participant and its respective affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with Borrower, any guarantor and/or any of their respective affiliates as if it were not acting as a Participant pursuant hereto.

12. Miscellaneous Provisions.

A. Reliance. The provisions of this Agreement are solely for the benefit of BCDF and the Participants. Neither Borrower nor any guarantor may rely on or enforce any of the provisions hereof. In performing its functions and duties under this Agreement, BCDF shall act solely as agent of the Participants and does not assume and shall not be deemed to assume any obligation toward or relationship of agency or trust with or for the Borrower or any guarantor.

B. Document Contains Entire Agreement. This document contains the entire agreement among the parties hereto superseding all other prior agreements and undertakings both written and oral, between the parties with respect to the subject matter hereof. This Agreement cannot be modified in any respect except by an agreement in writing signed by the party sought to be bound. This Agreement and all applicable representations, warranties and indemnities contained herein shall survive the closing of the Loan.

C. Examination of Original Loan Documents. The Participants and any governmental agency charged with the supervision of the Participants shall have the right to examine and make copies of all original Loan Documents at any reasonable time during BCDF's normal business hours.

D. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by facsimile or email transmission followed immediately by a copy of said notice mailed by first class registered or certified mail return receipt requested, five (5) days after being mailed by first class registered or certified mail return receipt requested, or one business day after deposit with an overnight delivery service that maintains in the ordinary course of its business a record of receipt of each of its deliveries, prepaid for overnight delivery:

If to Lead Lender, to: [insert address]

If to BCDF, to: Build Cincinnati Development Fund LLC
1224 Race Street
Cincinnati, Ohio 45202
Attn: Joe Huber, President & CEO
jhuber@cincinnati-developmentfund.org

E. Wire Transfer to the Participants. Notwithstanding anything herein to the contrary, any Payment, Payments, or sums due the Participants under this Agreement or the Loan Documents shall be remitted by BCDF or BCDF via wire transfer, unless otherwise agreed to in writing by the Participants, as follows: *[insert wire instructions]*

F. Waivers. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced.

G. Successors and Assigns/No Joint Venture. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer, and it shall not confer on any person other than the parties or their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

H. Assignment. Except as otherwise specifically permitted by this Agreement, a Participant may not assign, pledge, mortgage, hypothecate, sell or otherwise dispose or encumber (a "Transfer") of its interest in this Agreement (and no such Transfer, whether voluntary or involuntary and whether or not for value, shall be effective) unless the Transfer is approved by BCDF. Notwithstanding the foregoing, the Participants shall have the right to Transfer its interest in the Master Note (subject to the terms therein); provided that the assigning Participant agrees to remain primarily liable under the Master Note.

I. Further Assurances. The Participants and BCDF shall execute and deliver such instruments and take such actions as the other parties may from time to time, reasonably request in order to effectuate the purpose and carry out the terms of this Agreement.

J. Place of Delivery and Governing Law. This Agreement shall be deemed made in Ohio, and shall be construed and enforced in accordance with the laws of such state, except to the extent that such laws might direct the application of the law of a different state.

K. 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. Each party hereto agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures and DocuSign signatures pursuant to the Ohio Uniform Electronic Transactions Act (R.C. 1306.01 et seq.) as amended from time to time.

L. Severability. Any part, provision, representation or warranty of this Agreement which is prohibited or is held to be void or unenforceable by a court, governmental body or administrative agency or authority shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof Any such prohibition or unenforceability in any jurisdiction as to any Loan shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted

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by applicable law, the parties hereto waive any prohibitions of law which prohibit or render void or unenforceable any provisions hereof.

M. Expenses. Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby including, without limitation, fees and expenses of their own financial consultants, accountants and counsel.

N. Banking Requirements. Participants acknowledge and agree to the following banking requirements:

1. The City hereby requests and shall be granted read access to all bank account information and statements pertaining to the accounts held by Participants. Such access is necessary for the efficient reconciliation of financial transactions. Furthermore, it is agreed that any bank account where funds are transferred on behalf of the City shall be registered in the City's name.
2. Funds held in accounts at various banks by Participants, where the aggregate deposits exceed \$250,000, shall be collateralized to ensure their security and compliance with applicable regulations.
3. It is understood and agreed that the majority of the accounts maintained by Participants on behalf of the City shall remain dormant for extended periods. Participants shall ensure that no fees are levied against these accounts due to inactivity.
4. The City Treasurer shall be the sole authorized agent with the authority to conduct transactions, manage, and oversee any and all activities related to the aforementioned accounts maintained by Participants on behalf of the City.

The parties have caused this Agreement to be executed as of the day and year first above written.

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Participation Agreement to be duly executed as of the date first written above.

[LEAD LENDER]

By: _____
Printed Name: _____
Title: _____

BUILD CINCINNATI DEVELOPMENT FUND LLC

By: Cincinnati Development Fund, Inc.
Its: Sole Member

By: _____
Printed Name: _____
Title: _____

[PARTICIPANT]

By: _____
Its: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT C
to Operations Agreement

FORM OF LOAN LOSS REIMBURSEMENT AGREEMENT

BUILD CINCINNATI DEVELOPMENT FUND

LOAN LOSS REIMBURSEMENT AGREEMENT

This LOAN LOSS REIMBURSEMENT AGREEMENT (the "**Agreement**") is made as of _____, 20____ (the "**Effective Date**") by and among, Build Cincinnati Development Fund LLC ("**BCDF**"), the City of Cincinnati (the "**City**"), and _____, an _____ ("**Lead Lender**").

WHEREAS, Lead Lender is a participating lender in BCDF's ATC Loan Program;

WHEREAS, BCDF facilitates lending to contractors and developers that would not typically have readily-available access to capital for projects located entirely within the City's corporate boundaries, with a particular (though non-exclusive) emphasis on cultivating the growth of minority-owned businesses within the City's neighborhoods;

WHEREAS, BCDF makes loans under the ATC Loan Program to finance working capital needs, the cost of machinery and equipment, and/or development costs, acquisition, rehabilitation and new construction of market-rate residential, mixed-use, and commercial real estate developments within the City ("**ATC Program Loans**");

WHEREAS, certain funds owned by the City are currently held in the City's "**Program Funds Account**" and are available to provide credit support for lenders who participate in BCDF's ATC Program Loans; and

WHEREAS, it is contemplated that BCDF will make a ATC Program Loan to _____, an _____ (the "**Loan Borrower**"), in the amount of _____ Dollars (\$_____) (the "**Loan**"), which will be financed by a Master Loan of _____ Dollars (\$_____) from Lead Lender [on behalf of itself and other participating lenders] to BCDF (the "**Master Loan**") and evidenced by a promissory note issued by BCDF to Lead Lender (the "**Master Note**"), in order to fund the _____.⁸

WHEREAS, the Master Loan will be funded 100% by Lead Lender [and other participating lenders] pursuant to the Master Note and that certain Loan Participation Agreement dated as of even date herewith among BCDF, the Lead Lender and the other participating lenders, a copy of which is attached hereto as Exhibit A (as amended, restated, supplemented and/or modified from time to time, the "**Participation Agreement**").

WHEREAS, the parties desire that the Lead Lender [and other participating lenders] be eligible to receive credit support to offset certain potential financial losses of the Lead Lender in the event of a default under the Master Loan subject to the terms and conditions contained in this Agreement.

⁸ NTD: Insert the specific use of the Loan.
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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement but not defined herein have the meaning ascribed to them in the form of the Participation Agreement.

2. Acknowledgement of BCDF and City Responsibilities. The parties acknowledge that the City and BCDF have entered into that certain ATC Operations Agreement, dated _____, a copy of which is attached hereto as Exhibit B (as amended from time to time, the "**ATC Operations Agreement**"), which authorizes BCDF to make and administer ATC Program Loans and is authorized by the City to instruct the City to reserve certain funds within the City's Program Funds Account and to make certain transfers to Lead Lender (for the benefit of Lead Lender and any other participating lenders) in the event Lead Lender and the other participating lenders suffer a loss under the Master Loan, subject to the terms and conditions of this Agreement.

3. Establishment of Reserve Amount. Upon or prior to Lead Lender funding all or any installment portion of the Master Loan in accordance with the Participation Agreement (the amount of such funding, a "**Loan Funds Transfer Amount**"), BCDF shall provide instructions to the City to cause an amount equal to the City Credit Enhancement Support provided for in the Participation Agreement to be reserved within the City's Program Funds Account (the "**Reserve Amount**"). The City will establish the Reserve Amount in a timely manner upon receiving written instructions from BCDF in accordance with the terms and conditions of this Agreement and the ATC Operations Agreement.

4. Reserve Adjustments Upon Loan Repayments. On a quarterly basis, in the event of repayment by BCDF of any portion of the principal balance under the Master Note which is not in default, BCDF shall instruct the City to reduce the Reserve Amount by an amount equal to: the net decrease during the previous calendar quarter of the principal balance owed under the Master Note, multiplied by the Percentage Credit Enhancement.

5. Master Note Payment Defaults. Notwithstanding any provision of the Master Note that provides that (a) BCDF is excused from payment under the Master Note in the event that the Loan Borrower fails to make payments under the Loan, or (b) the Collateral Pledge (as defined in the Master Note) is deemed payment in full of the Master Note, in the event a payment is not timely made when due under the Master Note (which failure to pay has not been cured within any applicable cure period) by BCDF of any amount (the "**Default Amount**") owed to Lead Lender [for itself and any participating lenders] pursuant to the Master Note (the "**Defaulted Master Note**"), the City shall not make any further adjustments to the Reserve Amount, pending the earlier to occur of either payment of the Default Amount or the final disposition of the Defaulted Master Note. Upon the payment of the Default Amount, BCDF shall thereafter treat such loan as a performing loan for purposes of this Agreement and instruct the City to adjust the Reserve Amount accordingly. Upon the final disposition of the Defaulted Master Note which has not been cured, BCDF will instruct the City to transfer to Lead Lender from funds held in the Program Funds Account such amount equal to the lesser of the total losses of principal and interest from such Defaulted Master Note and the total remaining Reserve Amount (corresponding to the Defaulted Master Note). After final disposition of the Defaulted Master Note, including any transfers to Lead Lender made hereunder to reimburse Lead Lender [for itself and any participating lenders] for any losses of principal and interest, BCDF shall instruct the City to promptly reduce any remaining Reserve Amount corresponding to such Defaulted Master Note to zero, and any remaining funds no longer reserved will automatically become available in the Program Funds Account to be used in connection with other ATC Program Loans.

6. BCDF Standard of Care. BCDF shall not be liable for actions or omissions in connection with this Agreement except for its own gross negligence or willful misconduct.

7. Term. The term of this Agreement shall begin on the Effective Date and end when the Reserve Amount is reduced to zero.

8. Miscellaneous. This Agreement shall be binding upon BCDF and BCDF’s administrators, successors and assigns, and shall inure to the benefit of, and be enforceable by, the Lead Lender and Lead Lender’s successors, transferees and assigns. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of the Lead Lender and BCDF. This Agreement may be executed in any number of counterparts, which counterparts shall, collectively and separately, constitute one agreement. If any term or provision set forth in this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, other than such provisions held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

9. Notices. Any notices under or pursuant to this Agreement shall be deemed duly sent when delivered by facsimile transmission, with electronic confirmation of delivery, or when mailed by overnight courier service, with the signature of the recipient upon delivery, addressed as follows:

If to BCDF, to: Build Cincinnati Development Fund LLC
1224 Race Street
Cincinnati, Ohio 45202
Attn: Joe Huber, President & CEO
jhuber@cincinnati-developmentfund.org

If to Lead Lender, to: _____

If to the City, to: City of Cincinnati
801 Plum Street
Room 152, City Hall
Cincinnati, Ohio 45202
Attn: City Manager

With a copy to:

City of Cincinnati
801 Plum Street
Room 250, City Hall
Cincinnati, Ohio 45202
Attn: Finance Director

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the domestic laws of the Ohio.

11. 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. Each party hereto agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures and DocuSign signatures pursuant to the Ohio Uniform Electronic Transactions Act (R.C. 1306.01 et seq.) as amended from time to time.

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Loss Reimbursement Agreement to be duly executed as of the date first written above.

[LEAD LENDER]

By: _____
Printed Name: _____
Title: _____

BUILD CINCINNATI DEVELOPMENT FUND LLC

By: Cincinnati Development Fund, Inc.
Its: Sole Member

By: _____
Printed Name: _____
Title: _____

CITY OF CINCINNATI

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

Assistant City Solicitor

May 30, 2024

To: Mayor and Members of City Council

202401476

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Application for the Modification of the College Hill Designated Outdoor Refreshment Area

Attached is an Emergency Ordinance captioned:

APPROVING an application to expand an existing designated outdoor refreshment area in the College Hill neighborhood of Cincinnati, established under Ordinance No. 183-2022, known as the “College Hill DORA,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas”; and **AMENDING** Ordinance No. 183-2022 to modify the specific boundaries of the existing College Hill DORA.

SUMMARY & BACKGROUND

Ohio Revised Code (“R.C”) 4301.82, initially enacted in 2015, allows the executive officer of a municipal corporation to submit an application to its legislative authority for the establishment of a designated outdoor refreshment area (“DORA”). In 2015, City Council enacted Chapter 838 of the Cincinnati Municipal Code (“CMC”), “Outdoor Refreshment Areas,” to provide for the creation of DORAs within the City of Cincinnati.

On June 23, 2022, City Council passed Ordinance No. 183-2022 approving an application for the creation of a DORA in the College Hill neighborhood of Cincinnati.

This submitted legislation contains an application for the modification of a DORA in the College Hill neighborhood covering the expanded area depicted in Attachment A.

MODIFIED APPLICATION DESCRIPTION

The application for the modification of a DORA amends the existing boundary depicted in the original application. Specifically, the proposed modification expands the boundary south of Cedar Avenue in the College Hill neighborhood, adding approximately 1.78 acres to the DORA boundary. No other modifications to the original application have been made.

APPROVAL PROCESS, PUBLIC NOTICE, AND COMMUNITY ENGAGEMENT

Under State law, the Administration published public notice of this application prior to consideration of this legislation by City Council. City Council must then act on the proposed application no less than thirty days and no more than sixty days from publication of notice. The Administration has been deeply engaged with stakeholders in the College Hill neighborhood in assembling the proposed application and will continue that engagement process with community groups and stakeholders throughout the continued administration of the College Hill DORA.

MODIFIED APPLICATION RATIONALE

The goal of the proposed modification is to allow more qualified license holders and businesses within the College Hill Neighborhood Business District to utilize the DORA. College Hill has seen recent success with their DORA, as approximately more than 4,405 people attended organized events like “The Avenue Experience” within the DORA in 2023.

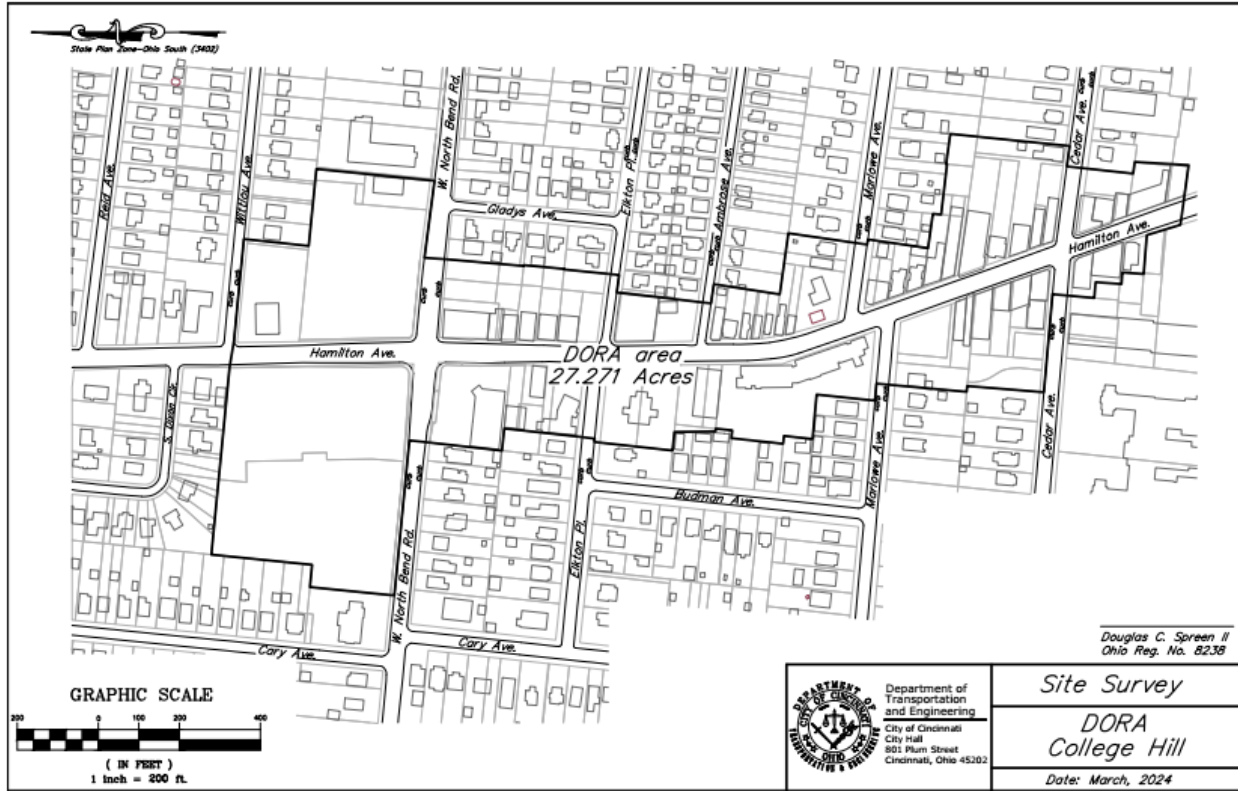
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency is the immediate need to allow the qualified license holders and businesses to prepare for the new operational needs of the College Hill DORA.

Attachment: A. Proposed Expanded College Hill DORA Boundary

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

ATTACHMENT A: PROPOSED EXPANDED COLLEGE HILL DORA BOUNDARY



EMERGENCY

TJL

- 2024

APPROVING an application to expand an existing designated outdoor refreshment area in the College Hill neighborhood of Cincinnati, established under Ordinance No. 183-2022, known as the “College Hill DORA,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas”; and **AMENDING** Ordinance No. 183-2022 to modify the specific boundaries of the existing College Hill DORA.

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 4301.82, municipal corporations are authorized, upon application by their executive officers, to designate certain areas within their borders as designated outdoor refreshment areas (“DORAs”); and

WHEREAS, in furtherance of this state authorization, Council enacted Chapter 838 of the Cincinnati Municipal Code (“CMC”), “Outdoor Refreshment Areas,” to provide for the creation of DORAs within the City; and

WHEREAS, pursuant to Ordinance No. 183-2022, passed on June 23, 2022, Council (i) approved an application for the creation of a designated outdoor refreshment area in the College Hill neighborhood of Cincinnati, which application was submitted by the City Manager pursuant to R.C. Section 4301.82 and CMC Chapter 838, and (ii) authorized the City Manager to take all necessary and proper actions to provide for the operation and maintenance of the designated outdoor refreshment area known as the “College Hill DORA”; and

WHEREAS, the City Manager has submitted a proper application pursuant to R.C. Section 4301.82 and CMC Chapter 838 requesting modifications to the College Hill DORA (the “Modified Application”), and Council has received the Modified Application; and

WHEREAS, pursuant to CMC Chapter 838-03(B), notice of the Modified Application was published once a week for two consecutive weeks in a newspaper of general circulation within the City, which notice indicated that the Modified Application is on file with the Clerk of Council and is available for inspection; and

WHEREAS, the Modified Application proposes to expand the boundaries of the College Hill DORA to aid in the attraction and retention of new patrons and visitors to College Hill and to encourage economic growth within the neighborhood; and

WHEREAS, the Mayor and Council have reviewed the Modified Application and determined that the modifications to the boundaries of the College Hill DORA conform to the applicable requirements of R.C. Section 4301.82 and CMC Chapter 838; and

WHEREAS, it is in the public interest of the City to approve the Modified Application and expand the boundaries of the College Hill DORA; and

WHEREAS, the proper operation and management of the College Hill DORA is also in the interests of the City and the health, safety, and public welfare of its residents and is in accordance with the provisions of applicable federal, state, and local laws and requirements; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati:

Section 1. That Council hereby approves the City Manager's application for the modifications to expand the boundaries of the existing designated outdoor refreshment area ("DORA") in College Hill (the "College Hill DORA") to include additional property, which application is attached hereto as Attachment A and incorporated herein by reference (the "Modified Application"), upon finding that the Modified Application contains all information required by Ohio Revised Code ("R.C.") Section 4301.82 and Cincinnati Municipal Code ("CMC") Section 838-03 and upon further finding that the Modified Application meets the requirements of those sections in all respects, including the requirement that the proposed DORA contain no fewer than four qualified permit holders and the requirement that the application provide evidence that the uses of land within the proposed DORA are in accordance with the City's master zoning plan.

Section 2. That Council has determined it is necessary and advisable to expand the boundaries of the College Hill DORA to add additional property because such expansion will aid in the attraction and retention of new patrons and visitors to College Hill and will encourage economic growth within the neighborhood.

Section 3. That, accordingly, Council designates the additional property within the expanded area depicted on page 1 of the Modified Application and incorporated herein by reference as a designated outdoor refreshment area for purposes of R.C. Sections 4301.62 and 4301.82, and CMC Chapter 838, and that the expanded boundary area and the existing boundary area shall collectively be known as the "College Hill DORA" and which College Hill DORA shall

contain all of the street addresses and parcels list on Exhibit A of the Modified Application, incorporated herein by reference.

Section 4. That Ordinance No. 183-2022, passed by Council on June 23, 2022, is hereby amended (a) to add all of the street addresses and parcels listed on Exhibit A of the Modified Application, incorporated herein by reference, which includes all of the parcels within the expanded area, to the College Hill DORA; and (b) by replacing the Application, attached as Attachment A thereto, with the Modified Application, attached as Attachment A hereto.

Section 5. That the remainder of Ordinance No. 183-2022 shall remain in full force and effect.

Section 6. That the Clerk of Council is hereby instructed forthwith to provide notice of the expanded boundaries of the College Hill DORA, as required by R.C. Section 4301.82(F)(3), to the Ohio Division of Liquor Control and the Investigative Unit of the Department of Public Safety.

Section 7. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the qualified license holders and businesses to prepare for the new operational needs of the College Hill DORA.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

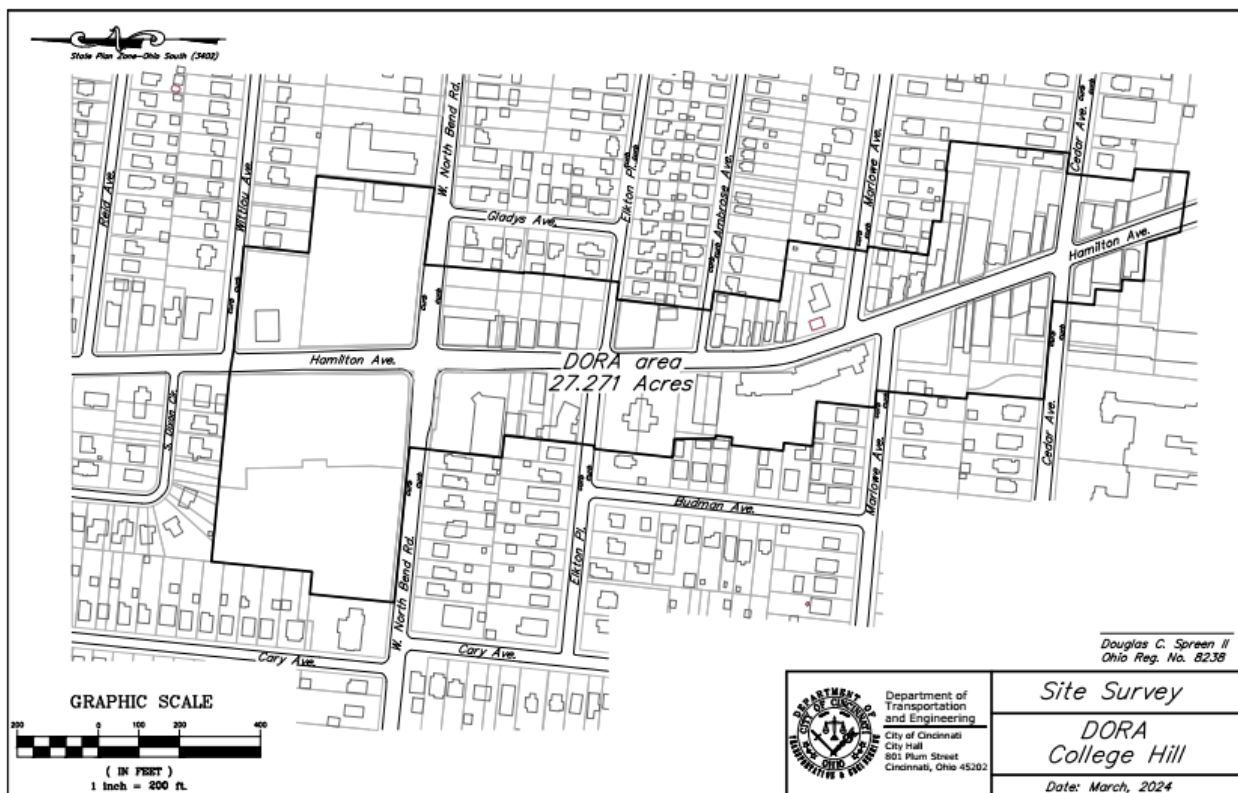
APPLICATION FOR THE MODIFICATION OF A DESIGNATED OUTDOOR REFRESHMENT AREA

Expansion of Boundaries

Pursuant to Section 4301.82(F)(1) of the Ohio Revised Code (“**R.C.**”), Sheryl M. M. Long, the City Manager and chief executive officer of the City of Cincinnati, respectfully submits this application to City Council for the approval of the modification to the boundary of the College Hill designated outdoor improvement area depicted and described below (referred to herein as the “**DORA**”). The DORA was established by City Council on June 23, 2022, pursuant to Ordinance No. 183-2022.

The purpose of this proposed modification is to expand the existing boundaries of the DORA south of Cedar Avenue in the College Hill neighborhood, adding approximately 1.78 acres to the DORA boundary, as further depicted herein.

Boundaries of the DORA:



The DORA will encompass the approximately 27-acre area depicted above. Notwithstanding the foregoing, the exact operational boundaries of the DORA may be adjusted or more specifically delineated in the City Manager’s discretion in order to accommodate existing improvements or for health, safety, or other reasonable operational purposes.

A list of all parcels and street addresses included in the DORA are listed below in Exhibit A.

Overview of DORA and Operations

The goal of the DORA is to further enhance the College Hill neighborhood as a destination neighborhood for individuals and families to live and play. The DORA hopes to build off the momentum from the existing and new businesses located in the College Hill business district and attract more establishments to this growing neighborhood.

Approval of the DORA will allow participating bars, restaurants, and other vendors with an appropriate state-issued liquor permit to sell alcoholic beverages in designated cups, plastic bottles, or other non-glass containers to patrons. Patrons will then be legally allowed to depart the establishment or site where the beverage was purchased and move freely around outside within the DORA boundary and with that beverage. The designated cups, plastic bottles (or other non-glass containers) will be sold by eligible brick-and-mortar establishments and may also be sold by other approved outdoor vendors, such as for special events. All vendors must still maintain state-issued liquor permits to sell alcohol and be in good standing with the Ohio Division of Liquor Control in accordance with state law. All property owners and establishments have the option of opting-out of participating in the DORA. In accordance with state law, patrons may only leave establishments with alcoholic beverages in the designated cups, plastic bottles, or other approved containers. Further, no outside alcoholic drinks are permitted—meaning only alcoholic drinks that are purchased in the designated cup, plastic bottle, or other non-glass containers and from a properly permitted vendor in the DORA may be enjoyed outside. Signage, as further described below, will inform patrons of the rules and boundaries of the DORA.

The DORA is being launched in partnership with CHCURC DORA, LLC, an affiliate of College Hill Community Urban Redevelopment Corporation (“CHCURC”). CHCURC DORA, LLC will contract with the City to provide certain operational and management services for the DORA. This will entail coordinating the requirements for DORA cups sold by the participating businesses in the DORA, and the provision of security and sanitation services to ensure a safe and clean public space.

CHCURC DORA, LLC will be responsible for managing stakeholder relationships, market the DORA, maintain signage, and provide DORA window stickers and sell DORA containers to businesses. To ensure that DORA-related litter is addressed, DORA operations will be in-part financed through these existing resources and from revenue collected through the sale of the designated containers and shared with CHCURC DORA, LLC, pursuant to an agreement between the CHCURC DORA, LLC and the participating businesses that are Qualified Permit Holders (listed below). At this time, CHCURC DORA, LLC already provides a host of services and amenities to enhance the area; therefore, by contracting with the CHCURC DORA, LLC for operational and management services of the DORA, the City will be able to operate the DORA safely, efficiently, and without any ongoing increased financial commitment by the City.

DORA-Identified Containers and Approval: CHCURC DORA, LLC will have the authority to approve of all containers intended for use in the DORA. No DORA container may be sold by participating businesses unless it has been approved for sale by CHCURC DORA, LLC. CHCURC DORA, LLC will ensure that all DORA containers sold by participating businesses will brandish a DORA-identifying logo that is either printed directly on the container or on a sticker that will be affixed to the container. CHCURC DORA, LLC will create and notify the participating businesses of all container requirements and the process for obtaining container approval for sale in the DORA.

Public Health and Safety

The City of Cincinnati and the CHCURC DORA, LLC are committed to ensuring the health and safety of patrons of the DORA and cleanliness of the area; therefore, in the contract between the City and CHCURC DORA, LLC for operation of the DORA, CHCURC DORA, LLC will agree to provide any additional security or sanitary services needed in excess of the current city-provided police and sanitation services.

The City currently has 129 patrol officers on staff in District 5, and 2 to 3 officers will actively patrol during the proposed DORA operation hours. This level of staffing is believed to be adequate to ensure public safety in the DORA. The City and CHCURC DORA, LLC will continually assess the public safety needs on an ongoing basis, and CHCURC DORA, LLC will agree to provide additional security detail as deemed necessary in the City's reasonable discretion.

The City's Department of Public Services ("DPS") empties the public trash receptacles in the DORA weekly. Each run requires one staff member per truck. There are multiple trash receptacles located on corners in the highest trafficked intersections/areas of the DORA. CHCURC DORA, LLC maintenance team, consisting of 4 full-time staff members, will also monitor and provide frequent upkeep to Hamilton Avenue. Similar to the security needs, the City will continue with the current level of services, and the City believes the current DPS staffing levels and services in conjunction with the supplementary cleaning services are sufficient to adequately maintain the appearance and public health in the DORA. However, the City and the CHCURC DORA, LLC will continually assess the service levels and staffing needs and CHCURC DORA, LLC will provide any supplementary cleaning and sanitation services needed to keep the DORA area in a clean, safe, and sanitary state. CHCURC will agree to increase staffing as needed to meet this standard.

Hours of Operation

The DORA will operate from 5:00 PM- 11:00 PM Monday through Friday and 12:00 PM- 11:00 PM Saturday and Sunday. Notwithstanding anything herein to the contrary, the City Manager will retain the discretion to temporarily suspend the operations of the DORA or alter operational parameters at his or her sole discretion if determined necessary for public health, safety, or welfare.

Signage

In accordance with R.C. 4301.82(F)(1), clearly marked signs will delineate all boundaries of the DORA. Additionally, signage will be placed within the DORA to notify patrons of the rules of operation. This signage will be a mix of “sidewalk tattoos,” which will be printed on the sidewalk and traditional signage. The sidewalk tattoos are semi-permanent adhesives that are placed on the sidewalk. Examples of the proposed DORA sidewalk tattoo and signage designs are depicted in Exhibit B. The signage will be paid for and maintained by CHCURC DORA, LLC throughout the life of the DORA.

The proposed plan for signage is to include street signage and tattoos along the boundaries of the DORA, with an estimated twenty-signs needed to clearly demarcate the boundary, spaced not more than 1,000 feet apart along the boundary, and made conspicuous to pedestrians. Additional signs will be added in the interior to demarcate operational boundaries, as determined necessary by the City Manager. The numbers of signs and spacing may be increased or decreased in the City Manager’s discretion, and the City and CHCURC DORA, LLC will assess the need for changes to signage on an ongoing basis.

Additional Rules and Requirements

The City Manager may establish additional rules and regulations for operation of the DORA and will update such rules and regulations from time to time as deemed necessary for public health, safety, or operational purposes; provided however, such rules will always require that all alcoholic drinks served to be consumed outside of establishments within the DORA shall be served in a designated cup, plastic bottle, or other non-glass container.

Special Events

The DORA will provide additional flexibility for events in College Hill. The City Manager will work with CHCURC DORA, LLC to develop operational parameters for hosting special events within the DORA that balance interests of all stakeholders.

Nature of Establishments

In accordance with R.C. 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are a broad array of institutions, businesses, and uses, including the Wolterman Memorial Park, offices, retail stores, fitness centers, residences, a drive-in theater, and several drinking and dining establishments. There is no intention of changing the nature and types of establishments in the area. Instead, once operational, the DORA will support this existing eclectic mix of establishments by attracting additional customers, residents, and workers. Some of the existing establishments within the DORA are listed here:

Name	Address	Street	Zip	Category	Qualified Permit Holder?
State Farm Insurance Agent	1551	Marlowe Ave	45224	Service Provider	No
Lou's Contemporary Hair Studio	1608	Cedar Ave	45224	Service Provider	No
First Financial Bank	1610	Marlowe Ave	45224	Financial Institutions	No
LaRosa's Pizza	5830	Hamilton Ave	45224	Dining/Bar	No
Luxury Lengths Salon and Spa	5845	Hamilton Ave	45224	Service Provider	No
PNC Bank	5851	Hamilton Ave	45224	Financial Institutions	No
Shakers	5900	Hamilton Ave	45224	Dining/Bar	Yes
Just Q'in BBQ	5903	Hamilton Ave	45224	Dining/Bar	Yes
Brink Brewing Co.	5905	Hamilton Ave	45224	Dining/Bar	Yes
Big Chill LLC	5912	Hamilton Ave	45224	Dining/Bar	Yes
Tortilleria Garcia	5917	Hamilton Ave	45224	Dining/Bar	Yes
Rasheeda's Cafe	5922	Hamilton Ave	45224	Dining/Bar	No
Kiki	5932	Hamilton Ave	45224	Dining/Bar	Yes
Yep! Fitness	6009	Hamilton Ave	45224	Fitness	No
GPX Convenience Store	6024	Hamilton Ave	45224	Retail	No
Moon Beauty Supplies	6033	Hamilton Ave	45224	Retail	No
Fern	6040	Hamilton Ave	45224	Retail	No
Hodapp Funeral Home	6041	Hamilton Ave	45224	Service Provider	No
Silk Road Textiles	6106	Hamilton Ave	45224	Retail	No
Marty's Hops and Vine	6110	Hamilton Ave	45224	Dining/Bar	Yes
Tango del Barrio	6110	Hamilton Ave	45224	Fitness	No
Schwartz Jewelers	6114	Hamilton Ave	45224	Retail	No
Bacalls Cafe	6118	Hamilton Ave	45224	Dining/Bar	Yes
Inspire Salon Boutique	6120	Hamilton Ave	45224	Service Provider	No
Enliven Nailcare and Massage	6122	Hamilton Ave	45224	Service Provider	No
H&R Block	6124	Hamilton Ave	45224	Service Provider	No
Luminary (Solace Coffee LLC)	6128	Hamilton Ave	45224	Dining/Bar	Yes
Kemba Credit Union	6230	Hamilton Ave	45224	Financial Institutions	No

Qualified Permit Holders

As required by R.C. 4301.82(B)(3), the DORA will comply with the requirement under R.C. 4301.82(D) to encompass at least four qualified permit holders of A-1, A-1-A, A-1c, A-2, A-2f, or D class liquor permits (excluding D-6 and D-8 class liquor permits) issued under R.C. Chapter 4303.

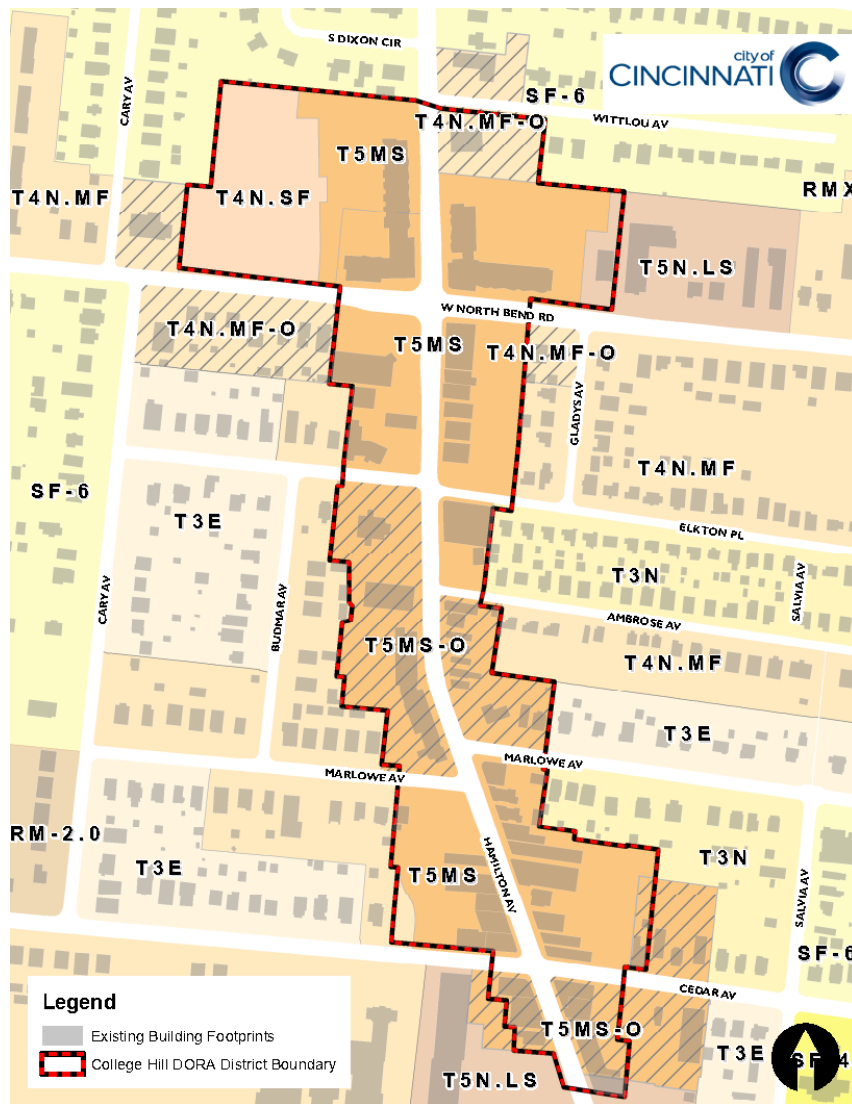
To date, at least 10 current Qualified Permit Holders, as that term is defined in R.C. 4301.82(A)(1), have been identified in the DORA, as follows:

#	Permit Holder	Doing Business As (DBA)	Permit Number	Permit Class(es)	Address
1	SOLACE COFFEE LLC	SOLACE COFFEE LLC	8356762	D5J	6128 HAMILTON AVENUE
2	KIKI LLC	KIKI LLC	4686734	D5J	5932 HAMILTON AVENUE
3	LAUREN ENTERPRISES LTD	MARTYS HOPS & VINES	5052847	D5	6110 HAMILTON AVENUE
4	JOHNNY COLLINS JR.	HARDERTS 1ST & 2ND FL & BSMT	1632060	D1, D2, D3, D3A	5900 HAMILTON AVENUE
5	MASHED ROOTS LLC	MASHROOTS 1ST FL & PARTIAL BSMT	5626289 0005	D5J	5903 HAMILTON AVENUE
6	M3L PARTNERS LLC	BRINK BREWING COMPANY & PATIO	5378710	A1A, A1C	5905 & 5911 HAMILTON AVENUE
7	TORTILLERIA GARCIA INC	TORTILLERIA GARCIA 1ST FL & BSMT	9005917	D5J	5917 HAMILTON AVENUE
8	COMMONS INC	BACALLS CAFE	1666467	D5	6118 HAMILTON AVENUE
9	AH PAO SHAO YANG	CHUNG CHING	9814994 0005	D1, D2	5842 HAMILTON AVENUE
10	BIG CHILL LLC	BIG CHILL LLC	0695912	D5J	5912 HAMILTON AVENUE

Land Use & Zoning

In accordance with R.C. 4301.82(B)(4) and as depicted below, the proposed DORA in the College Hill neighborhood is in accordance with the City’s Comprehensive Plan, Plan Cincinnati (2012). Specifically, the DORA is in line with the Compete and Live Initiative Areas as it will cultivate our position as the most vibrant and economically healthiest part of our region.

Attached as Exhibit C is a letter from Cincinnati’s Department of City Planning confirming that the uses of land within the DORA are permitted and in accordance with Cincinnati’s master zoning plan.



Community Support, Public Notice, and Legislative Approval Process

Community support has been strongly expressed for the modification of the DORA boundary, as shown on Exhibit D of this application.

Following filing of this application with the Clerk of Council and in accordance with R.C. 4301.82(C), the Clerk will publish public notice of this application in the Cincinnati Enquirer. The notice will indicate that the application is on file and available for inspection in the Clerk's Office. Additionally, the application will be available for review on Council Online. Further, the notice will indicate the date and time of the identified City Council committee hearing to which the authorizing legislation has been referred to provide for a public hearing on the proposal.

Exhibit A

Parcel IDs and Street Addresses:

PARCEL ID	ADDRESS		
233-0004-0018-00	1538	CEDAR	AV
233-0004-0062-00	1543	CEDAR	AV
233-0002-0019-00	1618	CEDAR	AV
233-0002-0119-00			
233-0002-0054-00	1624	CEDAR	AV
233-0002-0098-00	1626	CEDAR	AV
233-0002-0138-00	1549-1555	CEDAR	AV
233-0003-0141-00	1552	ELKTON	PL
233-0003-0208-00		GLADYS	AV
233-0003-0209-00		GLADYS	AV
233-0003-0210-00		GLADYS	AV
233-0001-0122-00		HAMILTON	AV
233-0004-0153-00		HAMILTON	AV
233-0004-0149-00	5830	HAMILTON	AV
233-0004-0130-00	5836-5844	HAMILTON	AV
233-0002-0049-00	5841-5843	HAMILTON	AV
233-0004-0139-00	5846	HAMILTON	AV
233-0004-0056-00	5845-5851	HAMILTON	AV
233-0004-0138-00	5850-5852	HAMILTON	AV
233-0002-0107-00		HAMILTON	AV
233-0004-0017-00	5900	HAMILTON	AV
233-0002-0018-00	5901	HAMILTON	AV
233-0004-0123-00	5904	HAMILTON	AV
233-0002-0017-00	5905	HAMILTON	AV
233-0004-0016-00	5906	HAMILTON	AV
233-0004-0015-00	5910	HAMILTON	AV
233-0002-0057-00	5911	HAMILTON	AV
233-0002-0016-00	5915	HAMILTON	AV
233-0002-0015-00	5917	HAMILTON	AV
233-0004-0120-00	5916-5920	HAMILTON	AV
233-0004-0132-00			
233-0004-0137-00			
233-0004-0145-00			
233-0004-0154-00			
233-0004-0003-00	5922-5924	HAMILTON	AV
233-0004-0146-00			
233-0002-0123-00	5923	HAMILTON	AV
233-0002-0124-00			
233-0004-0131-00	5926	HAMILTON	AV
233-0004-0134-00	5928-5930	HAMILTON	AV

233-0004-0001-00	5932	HAMILTON	AV
233-0004-0122-00			
233-0003-0015-00	6014	HAMILTON	AV
233-0003-0185-00	6018	HAMILTON	AV
233-0003-0014-00	6020	HAMILTON	AV
233-0003-0013-00	6022	HAMILTON	AV
233-0003-0012-00	6024	HAMILTON	AV
233-0003-0206-00			
233-0003-0011-00	6026	HAMILTON	AV
233-0001-0060-00	6033	HAMILTON	AV
233-0001-0067-00			
233-0001-0068-00			
233-0003-0010-00	6034	HAMILTON	AV
233-0003-0009-00	6036	HAMILTON	AV
233-0003-0076-00	6040	HAMILTON	AV
233-0001-0058-00	6041	HAMILTON	AV
233-0001-0059-00	6051	HAMILTON	AV
233-0003-0139-00	6060	HAMILTON	AV
233-0003-0100-00	6102	HAMILTON	AV
233-0001-0078-00	6103	HAMILTON	AV
233-0001-0080-00			
233-0001-0081-00			
233-0001-0119-00			
233-0001-0111-00	6105	HAMILTON	AV
233-0003-0102-00	6106	HAMILTON	AV
233-0001-0030-00	6107	HAMILTON	AV
233-0003-0080-00	6110	HAMILTON	AV
233-0003-0068-00	6114	HAMILTON	AV
233-0003-0179-00	6118	HAMILTON	AV
233-0003-0001-00	6120	HAMILTON	AV
233-0003-0072-00			
247-0002-0110-00	6210	HAMILTON	AV
247-0002-0111-00			
232-0004-0139-00	6211	HAMILTON	AV
232-0004-0140-00	6213	HAMILTON	AV
247-0002-0003-00	6230	HAMILTON	AV
233-0004-0007-00		MARLOWE	AV
233-0003-0057-00	1548	MARLOWE	AV
233-0004-0133-00	1551	MARLOWE	AV
233-0003-0205-00	1560	MARLOWE	AV
233-0001-0125-00	1610	MARLOWE	AV
233-0002-0059-00	1621	MARLOWE	AV
247-0002-0107-00			
247-0002-0100-00	1540	NORTH BEND	RD
247-0002-0101-00			
247-0002-0008-00	1546	NORTH BEND	RD
247-0002-0009-00			

247-0002-0102-00			
233-0003-0075-00	1555	NORTH BEND	RD
233-0003-0083-00	1559	NORTH BEND	RD
233-0001-0028-00	1609	NORTH BEND	RD
232-0004-0138-00	1630	NORTH BEND	RD
233-0001-0114-00		NORTH BEND	RD
233-0001-0121-00		NORTH BEND	RD
233-0001-0124-00		NORTH BEND	RD

Street Address Ranges:

Street Name	Range	Even/Odd
Cedar Avenue	1538-1626	Even
Cedar Avenue	1543	Odd
Elkton Avenue	1552	Even
Gladys Avenue	N/A	N/A
Hamilton Avenue	5830-6230	Even
Hamilton Avenue	5841-6213	Odd
Marlowe Avenue	1548-1610	Even
Marlowe Avenue	1551-1621	Odd
North Bend Road	1540-1630	Even
North Bend Road	1555-1609	Odd

Exhibit B

Example Signage



Proposed Sidewalk Tattoo



Proposed DORA Window Clings

Exhibit C

Department of City Planning Letter

April 23, 2024



Dear Ms. Sheryl M. M. Long,

This letter serves as confirmation that the proposed expanded Designated Outdoor Refreshment Area (DORA) as depicted below in the College Hill neighborhood is in accordance with the City's Comprehensive Plan, *Plan Cincinnati* 2012. Specifically, the DORA is in line with the Compete and Live Initiatives as it will cultivate our position as the most vibrant and economically healthiest part of our region as well as help support the College Hill neighborhood. Additionally, the area that is within the DORA is zoned T3N, T4N.SF, T4N.MF-O, T5MS, T5MS-O, and T5N.LS. Restaurants that serve alcohol, bars, and nightclubs (uses that would typically utilize a DORA license) are permitted uses in all of these zoning districts.



College Hill's burgeoning business district serves as a bridge between Cincinnati and the city's northern suburbs. Instituting a DORA complements the work already being completed in the neighborhood and furthers Cincinnati as a destination in the metro region. We anticipate that this DORA will foster continued investment in the area, and we look forward to helping see this project to its completion.

Sincerely,

Katherine Keough-Jurs, FAICP
Director, Department of City Planning and Engagement

Exhibit D

Letter of Support



March 28, 2024
Markiea Carter
Director of the Department of Community and Economic Development
Two Centennial Plaza
805 Central Avenue, 7th floor
Cincinnati, OH 45202

Dear Markiea,

On behalf of the College Hill Forum, I'm writing to express our support for the College Hill CURC and its proposal to expand the Designated Outdoor Refreshment Area (DORA) boundary. As College Hill Forum, we firmly believe that this change will have a positive impact on both our local businesses and residents, further aiding in the ongoing revitalization of our business district.

The College Hill CURC has played a pivotal role in revitalizing our neighborhood business district, initially implementing the DORA boundary with the City of Cincinnati's support. The establishment of a DORA district provides a safe and enjoyable space for pedestrians to savor their beverages, while simultaneously boosting foot traffic and supporting our small businesses.

The DORA initiative is a crucial component in realizing our long-term vision of creating a walkable business district. Particularly during the challenges posed by COVID-19, the implementation of DORA was instrumental in supporting our small businesses along Hamilton Avenue. It's imperative that we continue to show our support for these businesses through initiatives like DORA.

In conclusion, we are proud to endorse the College Hill CURC's proposal and firmly believe that the expansion of the DORA boundary will bring significant benefits to the College Hill community and business district.

Thank you for considering this matter and for taking into account the concerns of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "David Borreson".

David Borreson
President, College Hill Forum

May 30, 2024

To: Mayor and Members of City Council 202401477
From: Sheryl M.M. Long, City Manager
Subject: **Emergency Ordinance – Application for the Modification of the Hyde Park Designated Outdoor Refreshment Area**

Attached is an Emergency Ordinance captioned:

AMENDING Ordinance No. 184-2022 to modify the hours of operation of the existing designated outdoor refreshment area in the Hyde Park neighborhood of Cincinnati, known as the “Hyde Park DORA,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas.”

SUMMARY & BACKGROUND

Ohio Revised Code (“R.C”) 4301.82, initially enacted in 2015, allows the executive officer of a municipal corporation to submit an application to its legislative authority for the establishment of a designated outdoor refreshment area (“DORA”). In 2015, City Council enacted Chapter 838 of the Cincinnati Municipal Code (“CMC”), “Outdoor Refreshment Areas,” to provide for the creation of DORAs within the City of Cincinnati.

On June 23, 2022, City Council passed Ordinance No. 184-2022 approving an application for the creation of a DORA in the Hyde Park neighborhood of Cincinnati.

This submitted legislation contains an application for the modification of a DORA in the Hyde Park neighborhood covering the area depicted in Attachment A.

MODIFIED APPLICATION DESCRIPTION

The application for the modification of a DORA amends certain public health and safety requirements depicted in the original application. Specifically, the proposed modification expands the hours of operation of the DORA from 6:00 PM to 9:00 PM Sunday through Thursday and 6:00 PM to 10:00 PM Friday and Saturday to 9:00 AM to 11:00 PM Sunday through Saturday. No other modifications to the original application have been made.

APPROVAL PROCESS, PUBLIC NOTICE, AND COMMUNITY ENGAGEMENT

Under State law, the Administration published public notice of this application prior to consideration of this legislation by City Council. City Council must then act on the proposed application no less than thirty days and no more than sixty days from publication of notice. The Administration has been deeply engaged with stakeholders in the Hyde Park neighborhood in assembling the proposed application and will continue that engagement process with community groups and stakeholders throughout the continued administration of the Hyde Park DORA.

MODIFIED APPLICATION RATIONALE

The goal of the proposed modification to the Hyde Park DORA is to allow for special events, such as the Hyde Park Square Farmers' Market, to utilize the DORA. Furthermore, several participating businesses serve brunch, and this proposed modification will allow businesses and patrons to utilize takeout orders with DORA beverages.

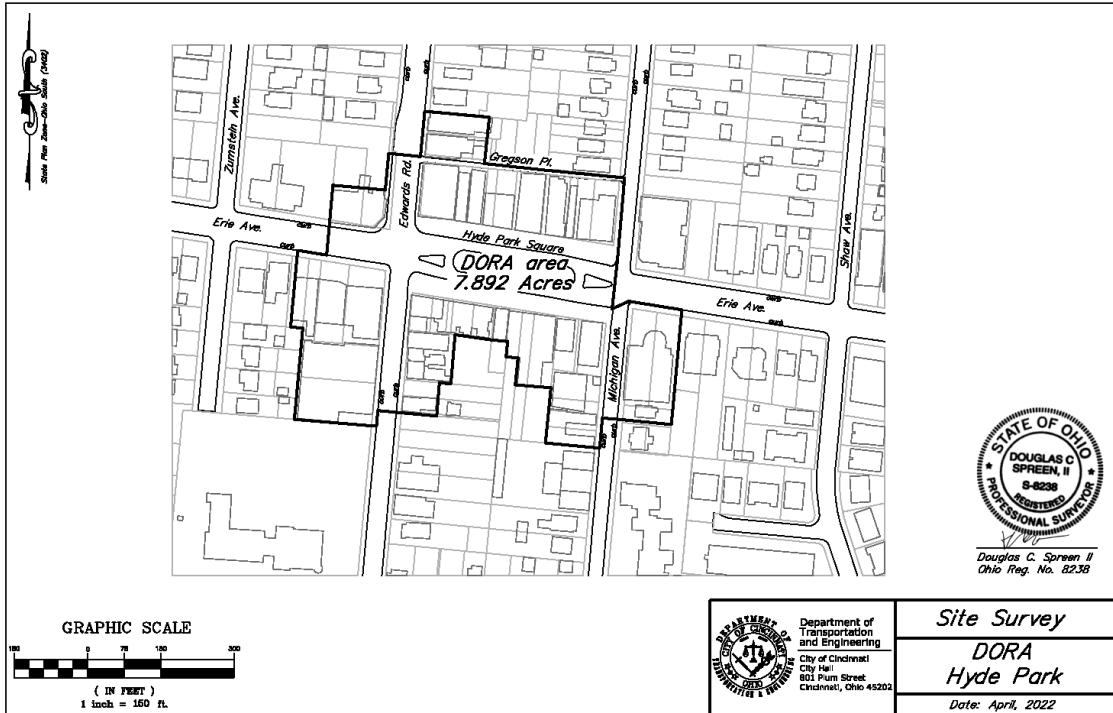
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency is the immediate need to allow the qualified license holders and businesses to prepare for the new operational needs of the Hyde Park DORA.

Attachment: A. Hyde Park DORA Boundary

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

ATTACHMENT A: HYDE PARK DORA BOUNDARY



EMERGENCY

TJL

- 2024

AMENDING Ordinance No. 184-2022 to modify the hours of operation of the existing designated outdoor refreshment area in the Hyde Park neighborhood of Cincinnati, known as the “Hyde Park DORA,” pursuant to Chapter 838 of the Cincinnati Municipal Code, “Outdoor Refreshment Areas.”

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 4301.82, municipal corporations are authorized, upon application by their executive officers, to designate certain areas within their borders as designated outdoor refreshment areas (“DORAs”); and

WHEREAS, in furtherance of this state authorization, Council enacted Chapter 838 of the Cincinnati Municipal Code (“CMC”), “Outdoor Refreshment Areas,” to provide for the creation of DORAs within the City; and

WHEREAS, pursuant to Ordinance No. 184-2022, passed on June 23, 2022, Council (i) approved an application for the creation of a designated outdoor refreshment area in the Hyde Park neighborhood of Cincinnati, which application was submitted by the City Manager pursuant to R.C. Section 4301.82 and CMC Chapter 838, and (ii) authorized the City Manager to take all necessary and proper actions to provide for the operation and maintenance of the designated outdoor refreshment area known as the “Hyde Park DORA”; and

WHEREAS, the City Manager has submitted a proper application pursuant to R.C. Section 4301.82 and CMC Chapter 838 requesting modifications to the Hyde Park DORA (the “Modified Application”), and Council has received the Modified Application; and

WHEREAS, pursuant to CMC Chapter 838-03(B), notice of the Modified Application was published once a week for two consecutive weeks in a newspaper of general circulation within the City, which notice indicated that the Modified Application is on file with the Clerk of Council and is available for inspection; and

WHEREAS, the Modified Application proposes to expand the hours of operation of the Hyde Park DORA to aid in the attraction and retention of new patrons and visitors to Hyde Park and to encourage economic growth within the neighborhood; and

WHEREAS, the Mayor and Council have reviewed the Modified Application and determined that the modifications to the public health and safety requirements of the Hyde Park DORA conform to the applicable requirements of R.C. Section 4301.82 and CMC Chapter 838; and

WHEREAS, it is in the public interest of the City to approve the Modified Application and modify the public health and safety requirements of the Hyde Park DORA; and

WHEREAS, the proper operation and management of the Hyde Park DORA is also in the interests of the City and the health, safety, and public welfare of its residents and is in accordance with the provisions of applicable federal, state, and local laws and requirements; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati:

Section 1. That Council hereby approves the City Manager's application for the modifications to the public health and safety requirements of the existing designated outdoor refreshment area in Hyde Park (the "Hyde Park DORA"), attached hereto as Attachment A and incorporated herein by reference (the "Modified Application"), upon finding that the Modified Application contains all information required by Ohio Revised Code ("R.C.") Section 4301.82 and Cincinnati Municipal Code ("CMC") Section 838-03.

Section 2. That Council has determined it is necessary and advisable to modify the public health and safety requirements for the Hyde Park DORA by expanding the hours of operation to aid in the attraction and retention of new patrons and visitors to Hyde Park and to encourage economic growth within the neighborhood.

Section 3. That Section 4 of Ordinance No. 184-2022, passed by Council on June 23, 2022, is hereby amended as follows:

Section 4. That the DORA's hours of operation shall be fixed at 9:00AM to 11:00PM Sunday through Saturday ~~6:00PM to 9:00PM Sunday through Thursday and 6:00PM to 10:00PM Friday and Saturday~~; provided that the City Manager, or his or her designee, may, upon due and proper notice to permit holders within the district, temporarily suspend the DORA's operations as necessary to provide for the public health, safety, or welfare.

Section 4. That existing Sections 1-3 and 5-12 of Ordinance No. 184-2022 shall remain in full force and effect.

Section 5. That the Clerk of Council is hereby instructed forthwith to provide notice of the modification to the public health and safety requirements of the Hyde Park DORA, as required by R.C. Section 4301.82(F)(3), to the Ohio Division of Liquor Control and the Investigative Unit of the Department of Public Safety.

Section 6. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the qualified license holders and businesses to prepare for the new operational needs of the Hyde Park DORA.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Deletions are struck through. Additions are underlined.

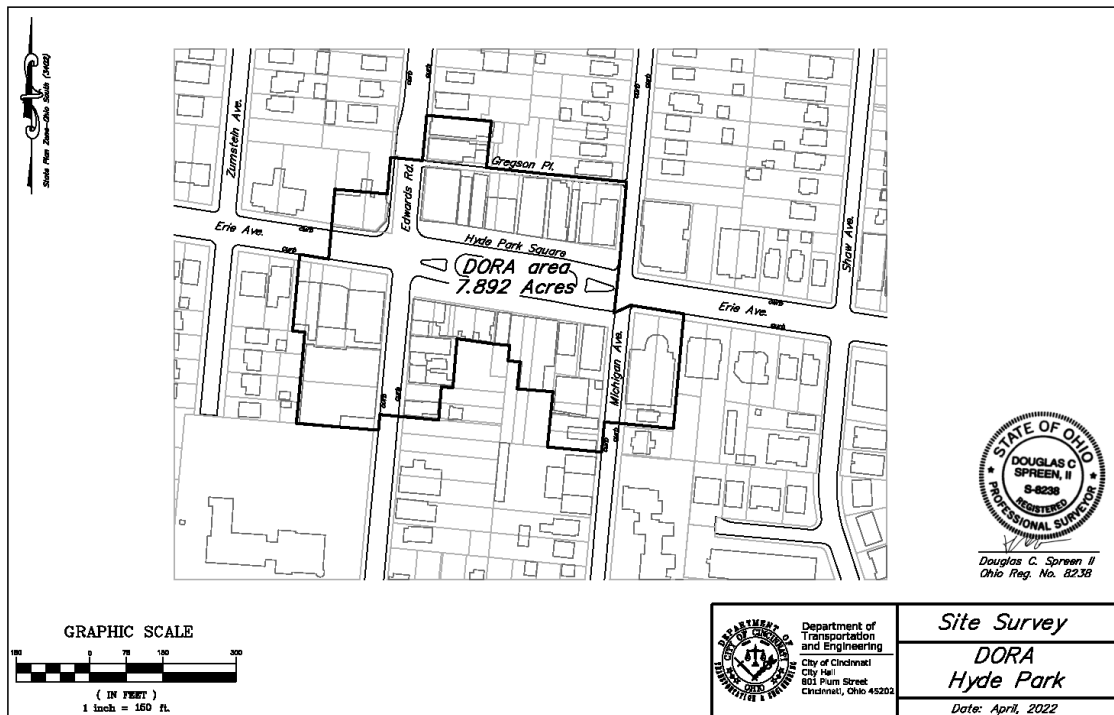
APPLICATION FOR THE MODIFICATION OF A DESIGNATED OUTDOOR REFRESHMENT AREA

Expansion of Hours

Pursuant to Section 4301.82(F)(1) of the Ohio Revised Code (“R.C.”), Sheryl M. M. Long, the City Manager and chief executive officer of the City of Cincinnati, respectfully submits this application to City Council for the approval of the modification to the public health and safety requirements of the Hyde Park designated outdoor improvement area depicted and described below (referred to herein as the “DORA”). The DORA was established by City Council on June 23, 2022, pursuant to Ordinance No. 184-2022.

The purpose of this proposed modification is to expand the hours of operation of the DORA to 9:00 AM – 11:00 PM Sunday through Saturday, as provided herein.

Boundaries of the DORA:



The DORA will encompass the approximately 7.892-acre area depicted above. Notwithstanding the foregoing, the exact operational boundaries of the DORA may be adjusted or more specifically delineated in the City Manager’s discretion in order to accommodate existing improvements or for health, safety, or other reasonable operational purposes.

A list of all parcels and street addresses included in the DORA are listed below in Exhibit A.

{00401555-2}

Overview of DORA and Operations

The goal of the DORA is to further enhance the Hyde Park neighborhood as a destination neighborhood for individuals and families to live and play. The DORA hopes to build off the momentum from the existing and new businesses located in the Hyde Park business district and attract more establishments to this growing neighborhood.

Approval of the DORA will allow participating bars, restaurants, and other vendors with an appropriate state-issued liquor permit to sell alcoholic beverages in designated cups, plastic bottles, or other non-glass containers to patrons. Patrons will then be legally allowed to depart the establishment or site where the beverage was purchased and move freely around outside within the DORA boundary and with that beverage. The designated cups, plastic bottles, or other non-glass containers will be sold by eligible brick-and-mortar establishments and may also be sold by other approved outdoor vendors, such as for special events. All vendors must still maintain state-issued liquor permits to sell alcohol and be in good standing with the Ohio Division of Liquor Control in accordance with state law. All property owners and establishments have the option of opting-out of participating in the DORA. In accordance with state law, patrons may only leave establishments with alcoholic beverages in the designated cups, plastic bottles, or other approved containers. Further, no outside alcoholic drinks are permitted—meaning only alcoholic drinks that are purchased in the designated cup, plastic bottle, or other non-glass containers and from a properly permitted vendor in the DORA may be enjoyed outside. Signage, as further described below, will inform patrons of the rules and boundaries of the DORA.

The DORA is being launched in partnership with Hyde Park Square Business Association, Inc. (“HPSBA”). HPSBA will contract with the City to provide certain operational and management services for the DORA. This will entail coordinating the requirements for DORA cups sold by the participating businesses in the DORA, and the provision of security and sanitation services to ensure a safe and clean public space.

HPSBA will form a DORA Management Committee that will be responsible for managing stakeholder relationships, market the DORA, maintain signage, and provide DORA window stickers and sell DORA containers to businesses. To ensure that DORA-related litter is addressed, DORA operations will be in-part financed through these existing resources and from revenue collected through the sale of the designated containers and shared with HPSBA, pursuant to an agreement between the HPSBA and the participating businesses that are Qualified Permit Holders (listed below). At this time, HPSBA already provides a host of services and amenities to enhance the area; therefore, by contracting with the HPSBA for operational and management services of the DORA, the City will be able to operate the DORA safely, efficiently, and without any ongoing increased financial commitment by the City.

DORA-Identified Containers and Approval: HPSBA will have the authority to approve of all containers intended for use in the DORA. No DORA container may be sold by participating businesses unless it has been approved for sale by HPSBA. HPSBA will ensure that all DORA containers sold by participating businesses will brandish a DORA-identifying logo that is either printed directly on the container or on a sticker that will be affixed to the container. HPSBA will create and notify the participating businesses of all container requirements and the process for obtaining container approval for sale in the DORA.

Public Health and Safety

The City of Cincinnati and the HPSBA are committed to ensuring the health and safety of patrons of the DORA and cleanliness of the area; therefore, in the contract between the City and HPSBA for operation of the DORA, HPSBA will agree to provide any additional security or sanitary services needed in excess of the current city-provided police and sanitation services.

The City currently has 69 patrol officers assigned to District 2, 4-5 patrol officers will be on duty during the proposed DORA operation hours. This level of staffing is believed to be adequate to ensure public safety in the DORA. The City and HPSBA will continually assess the public safety needs on an ongoing basis, and HPSBA will agree to provide additional security detail as deemed necessary in the City's reasonable discretion.

The City's Department of Public Services ("**DPS**") empties the public trash receptacles in the DORA twice a week. Each run requires one staff member per truck. There are multiple trash receptacles located on corners in the highest trafficked intersections/areas of the DORA. Similar to the security needs, the City will continue with the current level of services, and the City believes the current DPS staffing levels and services in conjunction with the supplementary cleaning services are sufficient to adequately maintain the appearance and public health in the DORA. However, the City and HPSBA will continually assess the service levels and staffing needs and HPSBA will provide any supplementary cleaning and sanitation services needed to keep the DORA area in a clean, safe, and sanitary state.

Hours of Operation

The DORA will operate from **9:00 AM - 11:00 PM** Sunday through Saturday. Notwithstanding anything herein to the contrary, the City Manager will retain the discretion to temporarily suspend the operations of the DORA or alter operational parameters at his or her sole discretion if determined necessary for public health, safety, or welfare.

Signage

In accordance with R.C. 4301.82(F)(1), clearly marked signs will delineate all boundaries of the DORA. Additionally, signage will be placed within the DORA to notify patrons of the rules of operation. This signage will be a mix of “sidewalk tattoos,” which will be printed on the sidewalk and traditional signage. The sidewalk tattoos are semi-permanent adhesives that are placed on the sidewalk. Examples of the proposed DORA sidewalk tattoo and signage designs are depicted in Exhibit B. The signage will be paid for and maintained by HPSBA throughout the life of the DORA.

The proposed plan for signage is to include window cling signage and sidewalk tattoos along the boundaries of the DORA, with an estimated eleven signs needed to clearly demarcate the boundary, spaced not more than 1,000 feet apart along the boundary, and made conspicuous to pedestrians. Additional signs will be added in the interior to demarcate operational boundaries, as determined necessary by the City Manager. The numbers of signs and spacing may be increased or decreased in the City Manager’s discretion, and the City and HPSBA will assess the need for changes to signage on an ongoing basis.

Additional Rules and Requirements

The City Manager may establish additional rules and regulations for operation of the DORA and will update such rules and regulations from time to time as deemed necessary for public health, safety, or operational purposes; provided however, such rules will always require that all alcoholic drinks served to be consumed outside of establishments within the DORA shall be served in a designated cup, plastic bottle, or other non-glass container.

Special Events

The DORA will provide additional flexibility for events in Hyde Park. The City Manager will work with HPSBA to develop operational parameters for hosting special events within the DORA that balance interests of all stakeholders.

Nature of Establishments

In accordance with R.C. 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are a broad array of institutions, businesses, and uses, including the Hyde Park Square, event spaces, retail stores, service providers, residences, and several drinking and dining establishments. There is no intention of changing the nature and types of establishments in the area. Instead, once operational, the DORA will support this existing eclectic mix of establishments by attracting additional customers, residents, and workers. Some of the existing establishments within the DORA are listed here:

Name	Address	Street	Zip	Category	Qualified Permit Holder
Hyde Park Tailors	3430	Edwards Rd	45208	Service Provider	No
Macaron Bar	3431	Edwards Rd	45208	Dining/Bar	No
Ossie	3433	Edwards Rd	45208	Retail	No
AR Workshop	3434	Edwards Rd	45208	Event Space	No
Castle House	3435	Edwards Rd	45208	Retail	No
Churchill's Fine Teas Hyde Park	3438	Edwards Rd	45208	Retail	No
Peace Love and Little Donuts of Hyde Park	3440	Edwards Rd	45208	Dining/Bar	No
Khakis	3445	Edwards Rd	45208	Retail	No
Shop Jacob James	3446	Edwards Rd	45208	Retail	No
The Framery & Raymond Gallery on Hyde Park Square	3508	Edwards Rd	45208	Service Provider	No
Echo Restaurant	3510	Edwards Rd	45208	Dining/Bar	Yes
Arthur's	3516	Edwards Rd	45208	Dining/Bar	Yes
E+O Kitchen	3520	Edwards Rd	45208	Dining/Bar	Yes
Parkside	2637	Erie Ave	45208	Dining/Bar	Yes
Corporate	2643	Erie Ave	45208	Retail	No
Gallery 708	2643	Erie Ave	45208	Event Space	No
Allure Lash Lounge	2643	Erie Ave	45208	Service Provider	No
Salon Rhonda	2647	Erie Ave	45208	Service Provider	No
Cockerill Gallery	2700	Erie Ave	45208	Retail	No
Alligator Purse LLC	2701	Erie Ave	45208	Retail	No
Graeter's Ice Cream Hyde Park	2704	Erie Ave	45208	Dining/Bar	No
Hyde Park Gourmet Food & Wine Inc	2707	Erie Ave	45208	Retail	Yes
Delamere & Hopkins	2708	Erie Ave	45208	Retail	No
Al-Posto Italian Ristorante	2710	Erie Ave	45208	Dining/Bar	Yes
Hyde Park Salon	2711	Erie Ave	45208	Service Provider	No
J.McLaughlin	2714	Erie Ave	45208	Retail	No

Miller Gallery	2715	Erie Ave	45208	Event Space	No
Tanyas Image & Wellness Salon	2716	Erie Ave	45208	Service Provider	No
Fazel Rug Gallery	2716	Erie Ave	45208	Retail	No
45/46 Fine Men's Apparel	2719	Erie Ave	45208	Retail	No
Alfios Buon Cibo	2724	Erie Ave	45208	Dining/Bar	Yes
Knickers of Hyde Park	2726	Erie Ave	45208	Retail	No
Green Farm Juicery	2727	Erie Ave	45208	Dining/Bar	No
Leeli + Lou	2732	Erie Ave	45208	Retail	No
Awakenings Coffee Tea & Wine	2734	Erie Ave	45208	Dining/Bar	Yes
Fig Leaf	2736	Erie Ave	45208	Retail	No
Poeme	3433	Michigan Ave	45208	Retail	No
Unwind Wine Bar & Light Fare	3435	Michigan Ave	45208	Dining/Bar	Yes
Patty's Old Fashioned Popcorn	3437	Michigan Ave	45208	Dining/Bar	No
Hyde Park Floral & Garden	3505	Michigan Ave	45208	Retail	No

Qualified Permit Holders

As required by R.C. 4301.82(B)(3), the DORA comply with the requirement under R.C. 4301.82(D) to encompass at least four qualified permit holders of A-1, A-1-A, A-1c, A-2, A-2f, or D class liquor permits (excluding D-6 and D-8 class liquor permits) issued under R.C. Chapter 4303.

To date at least 10 current Qualified Permit Holders, as that term is defined in R.C. 4301.82(A)(1), have been identified in the DORA, as follows:

#	Permit Holder	Doing Business As (DBA)	Permit Number	Permit Class(es)	Address
1	ECHO RESTAURANT INC	ECHO RESTAURANT	2421074	D5	3510 EDWARDS RD
2	OWOS INC	ARTHURS	6616164	D1, D2, D3	3516 EDWARDS RD
3	E & O HYDE PARK LLC	E & O KITCHEN	2389706	D1, D2, D3, D3A	3520 EDWARDS RD
4	AML HOLDING LLC	CORK & CAP OF HYDE PARK, 1ST FL & BSMT & PATIO	0010500	D1, D2, D3	2637 ERIE AVE
5	2637 ERIE AV	PARKSIDE	6277522	D1, D2, D3	2637 ERIE AVE
6	HYDE PARK GOURMET FOOD & WINE INC	HYDE PARK GOURMET FOOD & WINE	4100103	D2	2707 ERIE AVE
7	KINDRED HOSPITALITY GROUP LLC (DBA ART OF CAR HOSPITALITY)	ALFIOS BUON CIBO 1ST FL & BSMT & PATIO	4652154	D5	2710 ERIE AVE
8	CARSELLA RESTAURANT GROUP LLC	ALFIOS BUON CIBO 1ST FL & BSMT & PATIO	1520090	D1, D2, D3, D3A	2724 ERIE AVE
9	HYDE PARK COFFEE LLC	AWAKENINGS COFFEE TEA & WINE	4101121	D2	2734 ERIE AVE
10	UNWIND INC	UNWIND WINE BAR	9168922	D1, D2, D3, D3A	3435 MICHIGAN AVE

Land Use & Zoning

In accordance with R.C. 4301.82(B)(4) and as depicted below, the proposed DORA in the Hyde Park neighborhood is in accordance with the City's Comprehensive Plan, Plan Cincinnati (2012). Specifically, the DORA is in line with the Compete and Live Initiative Areas as it will cultivate our position as the most vibrant and economically healthiest part of our region.

Attached as Exhibit C is a letter from Cincinnati's Department of City Planning confirming that the uses of land within the DORA are permitted and in accordance with Cincinnati's master zoning plan.

Hyde Park DORA



Community Support, Public Notice, and Legislative Approval Process

The Hyde Park community expressed support for the modifications to the DORA. Please see Exhibit D for community and business survey results.

Following filing of this application with the Clerk of Council and in accordance with R.C. 4301.82(C), the Clerk will publish public notice of this application in the Cincinnati Enquirer. The notice will indicate that the application is on file and available for inspection in the Clerk's Office. Additionally, the application will be available for review on Council Online. Further, the notice will indicate the date and time of the identified City Council committee hearing to which the authorizing legislation has been referred to provide for a public hearing on the proposal.

Exhibit A

Parcel IDs and Street Addresses:

PARCEL ID	ADDRESS	
041-0004-0136; 041-0004-0137	3427-3441	EDWARDS RD
041-0003-0045; 041-0003-0075	3434	EDWARDS RD
041-0003-0039	3436	EDWARDS RD
041-0003-0036	3438-3442	EDWARDS RD
041-0004-0140	3445-3455	EDWARDS RD
041-0003-0035	3446-3448	EDWARDS RD
041-0003-0017	3508-3510	EDWARDS RD
041-0003-0064; 041-0003-0067	3516-3518	EDWARDS RD
041-0003-0019	3520	EDWARDS RD
041-0004-0132; 041-0004-0142; 041-0004-0138	2637-2639	ERIE AV
041-0004-0139	2641-2643	ERIE AV
041-0004-0140	2645-2653	ERIE AV
041-0004-0118; 041-0004-0119; 041-0004-0120	2646-2652	ERIE AV
041-0003-0017	2700-2704	ERIE AV
041-0003-0031; 041-0003-0032; 041-0003-0033; 041-0003-0034; 041-0003-0035	2701-2713	ERIE AV
041-0003-0016	2708	ERIE AV
041-0003-0015	2710	ERIE AV
041-0003-0014; 041-0003-0013	2712-2714	ERIE AV
041-0003-0047	2715-2717	ERIE AV
041-0003-0012	2716-2718	ERIE AV
041-0003-0030; 041-0003-0029; 041-0003-0028	2719-2725	ERIE AV
041-0003-0011	2722-2724	ERIE AV
041-0003-0055	2726	ERIE AV
041-0003-0043; 041-0003-0058	2727	ERIE AV

041-0003-0010; 041-0003-0009	2728-2736	ERIE AV
041-0003-0025	2729-2733	ERIE AV
041-0002-0052	2741	ERIE AV
041-0002-0051	2745	ERIE AV
041-0003-0072	3433	MICHIGAN AV
041-0002-0059; 041-0002-0063	3434	MICHIGAN AV
041-0002-0044	3436	MICHIGAN AV
041-0003-0027	3437	MICHIGAN AV
041-0003-0057; 041-0003-0026	3439-3449	MICHIGAN AV
041-0002-0064	3440	MICHIGAN AV
041-0004-0136; 041-0004-0137	3427-3441	MICHIGAN AV
041-0003-0009	3503-3507	MICHIGAN AV

Street Address Ranges:

Street Name	Range	Even/Odd
EDWARDS	3434 – 3520	EVEN
EDWARDS	3427 – 3455	ODD
ERIE	2646 – 2736	EVEN
ERIE	2637 – 2745	ODD
MICHIGAN	3440 – 3460	EVEN
MICHIGAN	3433 – 3507	ODD

Exhibit B

Example Signage



Proposed Sidewalk Tattoo



Proposed DORA Window Clings

Exhibit C

Department of City Planning Letter



Dear Mr. John P. Curp,

This letter serves as a confirmation that the proposed Designated Outdoor Refreshment Area (DORA) as depicted below in the Hyde Park neighborhood is in accordance with the City's Comprehensive Plan, *Plan Cincinnati* (2012). Specifically, the DORA is in line with the Compete and Live Initiative Areas as it will cultivate our position as the most vibrant and economically healthiest part of our region as well as help support the Hyde Park neighborhood.



Hyde Park's burgeoning business district serves as a bridge between Cincinnati and the city's eastern suburbs. Instituting a DORA complements the work already being completed in the neighborhood and furthers Cincinnati as a destination in the metro region. We anticipate that this DORA will foster continued investment in the area, and we look forward to helping see this project to its completion.

Sincerely,

Katherine Keough-Jurs, FAICP
Director, Department of City Planning and Engagement

Exhibit D

Community & Business Survey Results

	I frequent the Hyde Park area, but have never lived in Hyde Park	I own or represent a business in Hyde Park	I'm a current Hyde Park resident	I'm a former Hyde Park resident	Grand Total
Strongly Support	12	5	191	11	219
Support	5	0	87	7	99
Neutral	0	0	22	2	24
Oppose	1	0	26	0	27
Strongly Oppose	1	0	45	3	49
No Response	16	1	99	19	135
Grand Total	35	6	470	42	553

	18-24	25-34	35-44	45-54	55-64	65+
Strongly Support	6	52	80	51	22	8
Support	2	13	33	22	18	11
Neutral	1	4	5	5	5	4
Oppose	0	3	7	6	6	5
Strongly Oppose	3	0	3	7	15	21
No Response	2	29	32	24	15	33
Grand Total	14	101	160	115	81	82

Key Points:

- Over 58% of the total respondents either supported or strongly supported implementing a DORA in Hyde Park.
- Of the remaining 42%, only 14% of the total respondents opposed or strongly opposed implementing a DORA in Hyde Park.
- 29% of the respondents remained neutral or did not provide a response for implementing a DORA in Hyde Park.

{00401555-2}

May 30, 2024

To: Mayor and Members of City Council 202401478

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Cincinnati Recreation Commission:
Moral Obligation Payment to Cintas**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of up to \$25,000 from various Cincinnati Recreation Commission General Fund accounts, as provided in Attachment A, as a moral obligation to the Cintas Corporation for cleaning chemicals and chemical mixing station services previously provided.

Approval of this Emergency Ordinance will authorize the payment of \$25,000 from various Cincinnati Recreation Commission General Fund accounts as a moral obligation to the Cintas Corporation for cleaning chemicals and chemical mixing station services. The specific operating accounts are provided in Attachment A.

The Cincinnati Recreation Commission (CRC) engaged the Cintas Corporation to provide various products and services, including cleaning chemicals and chemical mixing station services. CRC believed that all the services were within City purchasing guidelines and procedures. However, after consultation with the Office of Procurement, CRC determined that while all other services were within City purchasing guidelines, the purchase of cleaning chemicals and services was not. CRC immediately ceased purchasing cleaning chemicals and services from the Cintas Corporation and has worked with procurement to rectify the issue.

The reason for the emergency is the immediate need to make payment to the Cintas Corporation for the products and services that have been provided.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

MSS

- 2024

AUTHORIZING the payment of up to \$25,000 from various Cincinnati Recreation Commission General Fund accounts, as provided in Attachment A, as a moral obligation to the Cintas Corporation for cleaning chemicals and chemical mixing station services previously provided.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) engaged the Cintas Corporation to provide various products and services, including cleaning chemicals and chemical mixing station services, for the 23 recreation centers; and

WHEREAS, CRC believed that all of the services were within City purchasing guidelines and procedures; and

WHEREAS, after consultation with the Office of Procurement, CRC determined that, while all other services were within City purchasing guidelines, the purchase of cleaning chemicals and services was not; and

WHEREAS, outstanding invoices from the Cintas Corporation to CRC for the cleaning chemicals and services total \$25,000; and

WHEREAS, CRC immediately ceased purchasing cleaning chemicals and services from the Cintas Corporation upon learning that these items and services were not within City purchasing guidelines and has worked with the Office of Procurement to rectify the issue; and

WHEREAS, Council desires to provide payment to the Cintas Corporation for the cleaning chemicals and services previously provided in the amount of \$25,000; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of up to \$25,000 from various Cincinnati Recreation Commission General Fund accounts, as provided in Attachment A, as a moral obligation to the Cintas Corporation for cleaning chemicals and chemical mixing station services previously provided.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to the Cintas Corporation for the products and services that have been provided.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Attachment A

Centers	Amounts	Fund	Dept	Org	Object
Bond Hill	\$ 1,632.60	050	193	8210	7289
Evanston	\$ 1,195.50	050	192	4210	7289
Bush	\$ 123.05	050	192	3210	7289
Corryville	\$ 1,632.80	050	193	6210	7289
OTR	\$ 842.65	050	193	2210	7289
Mckie	\$ 1,228.75	050	193	3210	7289
Clifton	\$ 1,804.25	050	193	4210	7289
Saylor	\$ 872.80	050	191	7210	7289
WWTH	\$ 396.80	050	191	5210	7289
LeBlond	\$ 674.65	050	192	9210	7289
Madisonville	\$ 1,030.50	050	192	7210	7289
Millvale	\$ 716.40	050	191	4210	7289
Price Hill	\$ 751.25	050	191	2210	7289
Dunham	\$ 1,185.70	050	191	3210	7289
College Hill	\$ 1,183.70	050	193	5210	7289
Mt. Washington	\$ 1,689.50	050	192	6210	7289
Pleasant Ridge	\$ 1,740.30	050	192	2210	7289
Oakley	\$ 526.80	050	192	8210	7289
Lincoln	\$ 929.95	050	191	8210	7289
Hartwell	\$ 840.50	050	191	9210	7289
North Avondale	\$ 1,902.00	050	193	7210	7289
Winton Hill	\$ 1,143.00	050	191	6210	7289
Hirsch	\$ 956.55	050	193	9210	7289
Total	\$ 25,000.00				

May 30, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202401479

Subject: Emergency Ordinance – DOTE: Streetcar VTICA Donation Acceptance

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation of up to \$850,000 from CinciVTICA, LLC to support the operations and maintenance of the Cincinnati streetcar; and **AUTHORIZING** the Director of Finance to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

This Emergency Ordinance authorizes the City Manager to accept a donation of up to \$850,000 from CinciVTICA, LLC to support the operations and maintenance of the Cincinnati streetcar. The Finance Director is authorized to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

The City identified non-City funding sources to augment the resources available for operating and maintaining the Streetcar. On November 19, 2014, the City Council passed a motion supporting the creation of a tax incentive contribution policy in certain neighborhoods that would incentivize applicants for real property tax abatements to enter into a Voluntary Tax Incentive Contribution Agreement (“VTICA”) to voluntarily contribute a portion of their abated tax savings to the Streetcar.

Previously, the City and the Southwest Ohio Regional Transit Authority (“SORTA”) cooperated with Downtown Cincinnati Inc. (operating for this purpose as CinciVTICA, LLC) to facilitate the collection of VTICA payments by CinciVTICA and the application of such payments to the streetcar with those payments going directly to SORTA. With the termination of SORTA’s role in management and operation of the streetcar, this Emergency Ordinance will allow the City to receive donated funds that will cover the VTICA payments collected from July 1, 2023 until June 30, 2024.

Accepting funds to support Streetcar maintenance and operations is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and the strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-133 and 135-137 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need for the City to accept the donations to provide resources for the operation and maintenance of the streetcar system.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

CNS

-2024

AUTHORIZING the City Manager to accept a donation of up to \$850,000 from CincinnatiVTICA, LLC to support the operations and maintenance of the Cincinnati streetcar; and **AUTHORIZING** the Director of Finance to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

WHEREAS, the City constructed a modern streetcar project in downtown Cincinnati (“Streetcar”), which began passenger service in September 2016; and

WHEREAS, the City identified non-City funding sources to augment the resources available for operating and maintaining the Streetcar; and

WHEREAS, on November 19, 2014, Council passed a motion supporting the creation of a tax incentive contribution policy in certain neighborhoods to incentivize applicants for real property tax abatements to enter into Voluntary Tax Incentive Contribution Agreements (“VTICA”) to voluntarily contribute a portion of their abated tax savings to support the Streetcar; and

WHEREAS, the City is not a party to VTICA commitments, and payments made thereunder are managed and collected by a third party; and

WHEREAS, the City and the Southwest Ohio Regional Transit Authority (“SORTA”) cooperated with Downtown Cincinnati Inc., operating for this purpose as CincinnatiVTICA, LLC, (“CincinnatiVTICA”) to facilitate collection of VTICA payments by CincinnatiVTICA and application of such payments to the Streetcar; and

WHEREAS, the City and SORTA agreed to terminate SORTA’s role in management and operation of the Streetcar effective January 1, 2020, and the City now directly operates and manages the Streetcar; and

WHEREAS, CincinnatiVTICA wishes to donate the proceeds of the VTICA payments collected from July 1, 2023, until June 30, 2024, to the City to ensure that the funds will be used for operation and maintenance of the Streetcar; and

WHEREAS, accepting funds to support Streetcar maintenance and operations is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and the strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-133 and 135-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept a donation of up to \$850,000 from Cincinnati, LLC to operate and maintain the City's streetcar system.

Section 2. That the Director of Finance is authorized to deposit the donation into Streetcar Operations Fund revenue account no. 455x8645.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out 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 for the City to accept the donations to provide resources for the operation and maintenance of the streetcar system.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council 202401480
From: Sheryl M. M. Long, City Manager
Subject: Emergency Ordinance – DCED: College Hill Plaza - TIF

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and appropriation of \$1,281,534.68 from the unappropriated surplus of College Hill Equivalent Fund 527 to the Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 527x164x7200 to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue; **AUTHORIZING** the transfer and appropriation of \$468,465.32 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the DCED non-personnel operating budget account no. 491x164x7200 to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue; and **DECLARING** that expenditures from the DCED non-personnel operating budget account nos. 527x164x7200 and 491x164x7200 for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue are for a public purpose and 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 27-College Hill 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 \$1,281,534.68 from College Hill Equivalent Fund 527 to the Department of Community and Economic Development (DCED) non-personnel operating budget account no. 527x164x7200. Additionally, this Emergency Ordinance authorizes the transfer and appropriation of \$468,465.32 from Municipal Public Improvement Equivalent Fund 491 to the DCED non-personnel operating budget account no. 491x164x7200. Resources are being made available for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue. Finally this Emergency Ordinance declares that expenditures from the DCED non-personnel operating budget account nos. 527x164x7200 and 491x164x7200, for the acquisition of the improvements located at College Hill Plaza, College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue, are for a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code (ORC)), that will benefit and/or serve the District 27-College Hill District Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

College Hill Plaza was the temporary location of Cincinnati Police Department District 5, prior to consolidation of police districts at the end of 2023. The City is exercising an

option to purchase the property through its lease agreement with the property owner in coordination with the College Hill Community Urban Redevelopment Corporation (“CHCURC”). The property has a total purchase price of \$3.8 million. The City is providing \$1.75 million and CHCURC is raising any additional funding necessary to close on the property. The City’s acquisition loan repayment will be subordinate to other private financing sources. After acquiring the property, CHCURC will create a plan to redevelop the property over a five-year period.

Providing resources for the acquisition of College Hill Plaza is in accordance with the “Compete” goal to “[c]ultivate our position as the most vibrant and economically healthiest part of our region” as described on page 114 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute agreements prior to the purchase option closing deadline of June 18, 2024.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

EMERGENCY

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-2024

AUTHORIZING the transfer and appropriation of \$1,281,534.68 from the unappropriated surplus of College Hill Equivalent Fund 527 to the Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 527x164x7200 to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue; **AUTHORIZING** the transfer and appropriation of \$468,465.32 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the DCED non-personnel operating budget account no. 491x164x7200 to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue; and **DECLARING** that expenditures from the DCED non-personnel operating budget account nos. 527x164x7200 and 491x164x7200 for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue are for a public purpose and 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 27-College Hill District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, a portion of College Hill Plaza was the former temporary location of Cincinnati Police Department District 5, prior to the consolidation of police districts at the end of 2023; and

WHEREAS, the City exercised an option to the entirety of College Hill Plaza through its lease agreement with the property owner in coordination with College Hill Community Urban Redevelopment Corporation (“CHCURC”); and

WHEREAS, CHCURC is raising the remaining funding necessary to close on the property at a total purchase price of \$3.8 million; and

WHEREAS, providing resources for the acquisition of College Hill Plaza is in accordance with the “Compete” goal to “[c]ultivate our position as the most vibrant and economically healthiest part of our region” as described on page 114 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and appropriation of \$1,281,534.68 from the unappropriated surplus of College Hill Equivalent Fund 527 to the Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 527x164x7200 is authorized to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue.

Section 2. That the transfer and appropriation of \$468,465.32 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the DCED non-personnel operating budget account no. 491x164x7200 is authorized to provide resources for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue.

Section 3. That Council declares that the expenditures from the DCED non-personnel operating budget account nos. 527x164x7200 and 491x164x7200 for the acquisition of the improvements located at College Hill Plaza at 5819-5851 Hamilton Avenue and 1613-1617 Cedar Avenue 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 27-College Hill District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to execute agreements prior to the purchase option closing deadline of June 18, 2024.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council

202401481

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2025 Impaired Driving Enforcement Program (IDEP) Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$65,000, effective FY 2025, from the Ohio Department of Public Safety, Ohio Traffic Safety Office’s FY25 Impaired Driving Enforcement Program (ALN 20.608), to aid in reducing death and injuries resulting from vehicular accidents; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24IDEP.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount up to \$65,000, effective FY 2025, in FY 2025 Impaired Driving Enforcement Program (IDEP) funds from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) (ALN 20.608), to aid in reducing death and injuries resulting from vehicular accidents. This Ordinance also authorizes the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24IDEP.

This grant is available through the State of Ohio Department of Public Safety, Ohio Traffic Safety Office, to fund the FY 2025 Impaired Driving Enforcement Program. This program aims to reduce deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions.

The grant application deadline was May 23, 2024, and the Cincinnati Police Department has already applied for the grant, but no grant funds will be accepted without approval from the City Council.

There are no new FTEs/full time equivalents associated with this grant, and no matching funds are required.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$65,000, effective FY 2025, from the Ohio Department of Public Safety, Ohio Traffic Safety Office’s FY25 Impaired Driving Enforcement Program (ALN 20.608), to aid in reducing death and injuries resulting from vehicular accidents; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24IDEP.

WHEREAS, a grant of up to \$65,000 is available from the Ohio Department of Public Safety, Ohio Traffic Safety Office, to fund the FY25 Impaired Driving Enforcement Program; and

WHEREAS, this program aims to reduce deaths and injuries resulting from vehicular accidents due to OVI (Operating Vehicle Under Influence), speed, loss of control, restraint violations, and commercial and motorcycle safety infractions; and

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

WHEREAS, the grant application deadline was May 23, 2024, and the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate an Impaired Driving Enforcement Program grant of up to \$65,000, effective FY 2025, from the Ohio Department of Public Safety, Ohio Traffic Safety Office, to aid in reducing death and injuries resulting from vehicular accidents.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24IDEP.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council 202401482
From: Sheryl M. M. Long, City Manager
Subject: Ordinance – Police: FY 2025 Selective Traffic Enforcement Program (STEP) Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program (“STEP”) grant of up to \$70,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office (ALN 20.600), to aid in reducing deaths and injuries resulting from vehicular accidents and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24STEP.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program (STEP) grant of up to \$70,000, effective FY 2025, from the State of Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) (ALN 20.600). This Ordinance also authorizes the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24STEP.

The STEP grant aims to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, and operating a vehicle under the influence through high visibility enforcement efforts.

There are no new FTEs/full time equivalents associated with this grant, and no matching funds are required.

The grant application deadline was May 23, 2024, and the Cincinnati Police Department has already applied for the grant, but no grant funds will be accepted without approval from the City Council.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a Selective Traffic Enforcement Program (“STEP”) grant of up to \$70,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office (ALN 20.600), to aid in reducing deaths and injuries resulting from vehicular accidents; and **AUTHORIZING** the Director of Finance to deposit the STEP grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24STEP.

WHEREAS, a Selective Traffic Enforcement Program (“STEP”) grant is available in FY 2025 from the Ohio Department of Public Safety, Ohio Traffic Safety Office, of up to \$70,000; and

WHEREAS, the STEP grant aims to reduce deaths and injuries resulting from vehicular accidents due to speeding, loss of control, restraint violations, and operating a vehicle under the influence through high visibility enforcement efforts; and

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

WHEREAS, the STEP grant application deadline was May 23, 2024, and the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a Selective Traffic Enforcement Program (“STEP”) grant of up to \$70,000, effective FY 2025, from the State of Ohio Department of Public Safety, Ohio Traffic Safety Office (ALN 20.600), to aid in reducing deaths and injuries resulting from vehicular accidents.

Section 2. That the Director of Finance is hereby authorized to deposit the STEP grant funds into Law Enforcement Grant Fund 368x8553, project account no. 24STEP.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



May 30, 2024

To: Mayor and Members of City Council

202401483

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Law: FY 2024 Smart Prosecution – Innovative Prosecution Solutions Program (IPSP) Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$350,000, effective FY 2025, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Smart Prosecution – Innovative Prosecution Solutions Program (ALN 16.825), to create a criminal case management screening program; and **AUTHORIZING** the Director of Finance to deposit the grant resources into General Government Grants Fund 404x8544, Department of Law project account no. 25IPSP.

Approval of this Emergency Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant of up to \$350,000, effective FY 2025, from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), FY 2024 Smart Prosecution – Innovative Prosecution Solutions Program (IPSP) (ALN 16.825), to provide resources to create a criminal case management screening program. This Emergency Ordinance further authorizes the Finance Director to deposit grant resources into the General Government Grants Fund revenue account no. 404x8544, Department of Law project account no. 25IPSP.

Grant funds would be utilized to develop a criminal case management screening program to help screen criminal cases to ensure that they are strong cases and have the necessary evidence to go forward.

This grant does not require matching funds, but there are two new FTEs/full time equivalents associated with the grant which include a Screening Attorney and a Screening Paralegal.

The City applied for the grant prior to the deadline of May 6, 2024, but no grant resources will be accepted without approval by the City Council.

Establishing a criminal case management screening program is in accordance with the “Sustain” goal to “[m]anage our financial resources” as described on pages 199-205 and the strategy to “[s]pend public funds more strategically” as described on page 202 of Plan Cincinnati (2012).

The reason for the emergency is the need for the timely acceptance of grant funds.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

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- 2024

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$350,000, effective FY 2025, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Smart Prosecution – Innovative Prosecution Solutions Program (ALN 16.825), to create a criminal case management screening program; and **AUTHORIZING** the Director of Finance to deposit the grant resources into General Government Grants Fund 404x8544, Department of Law project account no. 25IPSP.

WHEREAS, a grant of up to \$350,000 is available from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Smart Prosecution – Innovative Prosecution Solutions Program (ALN 16.825), to create a criminal case management screening program; and

WHEREAS, a criminal case management screening program will help screen criminal cases to ensure that they are strong cases and have the necessary evidence to go forward; and

WHEREAS, the grant does not require a local match; and

WHEREAS, there are two new FTEs/full time equivalents associated with the grant for a Screening Attorney and a Screening Paralegal; and

WHEREAS, the City has already applied for the grant prior to the deadline of May 6, 2024, but funding will not be accepted without approval by Council; and

WHEREAS, establishing a criminal case management screening program is in accordance with the “Sustain” goal to “[m]anage our financial resources” as described on pages 199-205 and the strategy to “[s]pend public funds more strategically” as described on page 202 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$350,000, effective FY 2025, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2024 Smart Prosecution – Innovative Prosecution Solutions Program (ALN 16.825), to create a criminal case management screening program.

Section 2. That the Director of Finance is authorized to deposit the grant resources into General Government Grants Fund 404x8544, Department of Law project account no. 25IPSP.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council

202401487

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Operations Agreement – Access to Capital Fund

Attached is an Emergency Ordinance captioned:

MODIFYING Chapter 413, “Parking Garages and Parking Lots,” and Title XV, Code Compliance and Hearings,” of the Cincinnati Municipal Code by **AMENDING** Sections 413-1-D, “Director,” 413-5, “Application for License,” 413-9, “License Fees,” 413-11, “Issuance of License,” 413-13, “Renewal of License,” 413-15, “Changes After Issue of License,” 413-21, “Parking Tickets,” 413-31, “Inspections by Department of Public Utilities,” 413-33, “Liability Insurance,” 413-37, “Bond in Lieu of Insurance,” 413-45, “Revocation or Suspension Procedure,” 413-99, “Penalties,” and 1501-14, “Class E1 Civil Offenses,” and **REPEALING** Section 413-35, “Extent of Insurance Coverage,” to establish a clear and effective framework for ensuring the safety, security, and welfare of persons using parking lots and parking garages so as to prevent fraud and neglect and further authorize the City Manager to establish fees to recoup costs associated with licenses issued for the operation of parking lots and garages.

STATEMENT

The Private Parking Lot licensing program is transitioning within the Administration from the Department of Public Services to the Parking Division of Community & Economic Development.

BACKGROUND

In 1962 the City established a licensing requirement and associated standards for privately owned parking lots and garages within the City.

This licensing program has been most recently managed by the Department of Public Services and will be transitioning to the management and oversight of the Department of Community & Economic Development, Parking Division (DCED-Parking) effective the fall of 2024.

PROGRAM CHANGES

As part of transitioning the management of the program to DCED-Parking, a number of updates to the Cincinnati Municipal Code 413 are necessary. They are summarized as follows:

1. Update to Department responsible for the program. The City Manager's designee will be the Department of Community & Economic Development – Parking Division
2. Update to application requirements to include a certificate of good standing from the City's Income Tax Division and a zoning compliance letter from City Planning & Engagement among other changes.
3. Update to licensing fees to ensure cost of program administration are recovered. The Administration will update the fee as program administration costs increase or decrease over time.
4. Update to licensing term (now one year from issuance). Previously all licenses expired September 30 of each year. Short term licenses can also still be issued.
5. Update to requirements for receipts for payment to allow for digital receipts. Previously a paper receipt was the requirement for the license.
6. Update to requirements for liability insurance. The Administration will set the liability limits and insurance types each year for licenses and this change will allow this without requiring a change to the municipal code each year.
7. Update to the penalty for non-compliance with the licensure requirements. Previously this license had a separate penalty requirement, but this change will make the penalty a civil offense under CMC 1501.

These changes will allow DCED-Parking to assume administration of the program and will provide ample time to notify current program participants of the change in administration and program requirements outlined above before the expiration of the current licenses in September of 2024. Additionally, as a process improvement starting in the fall of 2024, an online application through Open Counter will be utilized to accept application requests and approvals. This will allow the City to provide improved customer service delivery. Upon passage of this legislation, DCED-Parking intends to notify current licensees of the changes in preparation for their submission of a new application for license in the fall of 2024.

DCED-Parking anticipates returning to Council later in FY25 with additional legislation that will further assist in administration of the program, including legislation to create a classification specific to the inspection of private parking lots within DCED-Parking. DCED-Parking is working to create a class specification with the Department of Human Resources, but that process is not finished at this time.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The purpose of the emergency is to allow the City Manager to establish permit fees as soon as possible so they will be effective for the upcoming fiscal year.

Attachment: Ordinance

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

EMERGENCY

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- 2024

MODIFYING Chapter 413, “Parking Garages and Parking Lots,” and Title XV, “Code Compliance and Hearings,” of the Cincinnati Municipal Code by **AMENDING** Sections 413-1-D, “Director,” 413-5, “Application for License,” 413-9, “License Fees,” 413-11, “Issuance of License,” 413-13, “Renewal of License,” 413-15, “Changes After Issue of License,” 413-21, “Parking Tickets,” 413-31, “Inspections by Department of Public Utilities,” 413-33, “Liability Insurance,” 413-37, “Bond in Lieu of Insurance,” 413-45, “Revocation or Suspension Procedure,” 413-99, “Penalties,” and 1501-14, “Class E1 Civil Offenses,” and **REPEALING** Sections 413-35, “Extent of Insurance Coverage,” and 413-99-A, “Violation of Section 413-28,” to establish a clear and effective framework for ensuring the safety, security, and welfare of persons using parking lots and parking garages so as to prevent fraud and neglect and further authorize the City Manager to establish fees to recoup costs associated with licenses issued for the operation of parking lots and garages.

WHEREAS, Cincinnati Municipal Code Chapter 413, “Parking Garages and Parking Lots,” requires persons to first obtain a license to operate paid-for parking lots and garages which provides for an effective means of ensuring such lots and garages operate in such a manner as to ensure the safety, security, and welfare of the citizens of Cincinnati; and

WHEREAS, Council wishes to modify the requirements for license holders so as to hold them accountable to maintain their parking lots and garages to certain standards so as to ensure the health, safety, and welfare of the citizens of Cincinnati, and prevent fraud and undue waste; and

WHEREAS, licensing fees allow the City to recoup costs and expenses directly incurred by the City of Cincinnati for issuing and inspecting the parking lots and garages to ensure compliance with the City’s rules and regulations; and

WHEREAS, Council wishes to establish a clear, consistent, and effective framework for managing licensing fees by authorizing the City Manager to establish fees that ensure the City is able to recover the costs associated with licenses issued for parking lots and garages; and

WHEREAS, Council additionally wishes to modify Chapter 413, “Parking Garages and Parking Lots,” to recognize the transition of the oversight of the licensing program for parking lots and garages from the Department of Public Services to the Parking Division of the Department of Community and Economic Development; now, therefore,

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

Section 1. That Sections 413-1-D, “Director,” 413-5, “Application for License,” 413-9, “License Fees,” 413-11, “Issuance of License,” 413-13, “Renewal of License,” 413-15, “Changes

After Issue of License,” 413-21, “Parking Tickets,” 413-31, ”Inspections by Department of Public Utilities,” 413-33, ”Liability Insurance,” 413-37, ”Bond in Lieu of Insurance,” 413-45, “Revocation or Suspension Procedure,” and 413-99, “Penalties,” of Chapter 413, “Parking Garages and Parking Lots,” and Section 1501-14, “Class E1 Civil Offenses,” of Title XV, “Code Compliance and Hearings,” are hereby amended to read as follows:

Sec. 413-1-D. - Director.

“Director” shall mean the ~~director of public services or his~~ person designated by the city manager to administer this chapter and program. ~~designee.~~

Sec. 413-5. - Application for License.

Application for a license shall be made on forms supplied by the director. The applicant shall set forth the following information and facts stated under oath or affirmation:

- (a) The name of applicant, and location of the parking garage or parking lot.
- (b) If a firm, the firm name, the name and address of each member of the firm, and the location of the principal office or place of business.
- (c) If a corporation, the date and state of incorporation, the names of the president, secretary, and the business manager or superintendent thereof, and the addresses of such persons.
- ~~(d) Type of license desired — special or regular. If a special license is desired, the number of days of operation and the approximate dates of operation shall be specified.~~
- ~~(e)~~ The type of parking garage or parking lot to be operated by applicant.
- ~~(f) The name and address of the person in charge of the garage or lot.~~
- ~~(g)~~ Name and address of a local representative who has the duty, responsibility, and authority to operate, maintain, and manage a parking lot or parking garage. must be a resident of the city of Cincinnati. The local representative shall be available for contact during all operating hours and located no greater than fifty miles from the parking lot or garage.
- ~~(h)~~ Owner of the real estate property on which parking garage or parking lot is located.

- (i) ~~A statement of any prior revocation of license or refusal by the city to issue a license to applicant, or any partner, employee, officer or director of the company.~~
- (jg) A scaled drawing or sketch of the premises used in operation of the parking garage or parking lot showing dimensions of business area, location of entrances and exits, abutting city streets or alleys, parking area surface, number of parking spaces, number and siting of required bicycle parking spaces, barrier enclosures, driveway dimensions, any other information required for determination of compliance with the city ordinances pertaining to use of property and operation of the business.
- (kh) A statement of days and hours of attended operation.
- (li) A statement of the range of parking rates charged by the operator.
- (j) A statement of good standing from the city's income tax division.
- (k) A zoning verification letter that the parking lot or garage is a permitted use in compliance with city zoning laws.
- (l) The amount of gross fees or consideration charged for paid parking in the parking garage or parking lot during the prior calendar year.
- (m) Any information relative to operation of a parking garage or parking lot which is deemed necessary by the director for the purposes of determining that a license should be issued or refused.

Sec. 413-9. - License Fees.

~~The annual license, whether regular or special, shall be effective for the 12-month period beginning October 1 and ending September 30 of each year. The annual license fees for a regular license, payable to the city treasurer for each parking garage or parking lot, shall be based upon the following rates per square foot for the total number of square feet of floor or ground area of each parking garage or parking lot:~~

~~\$.0060 per square foot for the first 50,000 square feet;~~

~~\$.0040 per square foot for any amount above the initial 50,000 square feet.~~

~~Except that if a license is issued on or after April 1 of any year, the fee therefor shall be one-half the applicable annual fee.~~

~~The fee for a special annual license which shall permit a licensee to operate for only 20 days during a license year shall be 20 percent of the annual fee for a regular license.~~

~~The minimum license fee shall be \$12.~~

The city manager is hereby authorized to establish license and application fees to offset the costs and expenses incurred or estimated to be incurred by the city for the licensing program provided for in this chapter. A schedule of the fees shall be available on the city's website. All fees shall be paid prior to the issuance of a license or renewal.

Sec. 413-11. - Issuance of License.

All matters pertaining to the application for a license shall be investigated by the director, who shall approve the issuance of the license if the parking garage or parking lot and the proposed operation thereof comply with all applicable ordinances of the city. Upon approval of an application, the director ~~shall notify the city treasurer who shall issue a license to the applicant upon payment of the proper license fee.~~

Sec. 413-13. - Renewal of License.

All licenses issued as provided in this chapter shall expire on the date provided for on the license or if no date is provided, then the license shall expire 12 months from the issue date. ~~the last day of September of each year.~~

Application for renewal shall be made to the director on forms to be supplied by the director. ~~Upon approval of renewal application by the director, the city treasurer shall issue a renewal license.~~

In the event of refusal to renew a license, the proceedings as to revocation, suspension or refusal of license shall apply and appeal shall be the same as in cases where an original application is denied.

Sec. 413-15. - Changes After Issue of License.

If, after issuance or renewal of a license, any change is made to the information provided in Section 413-5(a)-(m) in the firm ownership, officers, manager, or nature of business, written notice shall be given within 10 days by licensee to the director for insertion in the records.

Prior written approval of the director is required for any change made in entrance and exit areas, expansion of parking area, or any changes which affect public usage of parking area or the abutting streets and highways.

~~In the case of special licenses, if the parking operations are not held on the dates specified in the application, or if the parking operations are held on dates different from those specified in the application, the director shall be notified thereof within 10 days.~~

Sec. 413-21. – Parking Payment Tickets.

When a vehicle is brought into a parking garage or parking lot for hourly or daily parking, the person in control or possession of the vehicle shall be furnished with a parking

payment ticket upon which shall be printed contain the name and address of the parking garage, or parking lot, and the date and time when the vehicle entered. If payment is due and collected upon entry to the lot, then the duration of stay and the amount paid shall be included on the parking payment ticket or receipt. Further, if the parking garage or lot requires that the receipt or other documentation be left on the car dashboard as evidence of payment, signage stating this requirement shall be clearly visible at the location of payment and other conspicuous places so that the parking public is informed of the requirement. This ticket shall be numbered to correspond with a number on a ticket placed upon said vehicle.

Where a vehicle is stored for a period of more than 24 hours, a written receipt or memorandum shall be given to the person storing the vehicle stating this parking arrangement and showing the name and address of the parking garage, parking lot or transfer station.

~~The director may authorize a waiver of the use of tickets for parking in a parking garage or parking lot.~~

Sec. 413-31. - Inspections by ~~Department of Public Utilities.~~

The director or an authorized representative is authorized to make periodic inspections of parking garage and parking lots for the purpose of carrying out the provisions of this chapter, and for gathering factual data as to number of vehicles parked and the total vehicles parked in any parking garage or parking lot.

Sec. 413-33. - Liability Insurance.

~~No license to operate a parking garage or parking lot shall be issued or renewed by the city treasurer, and no person shall operate any parking garage or parking lot or permit such to be operated, unless and until the applicant shall deposit supply with the city with proof of treasurer a policy or policies of liability insurance issued by a responsible insurance company at or above the limits established by the director. No person shall operate any parking garage or parking lot or permit such to be operated unless such liability insurance is maintained for as long as the licensee operates a parking garage or parking lot, approved as to sufficiency by the city treasurer and approved by the city solicitor as to form, type and as to the amounts provided for in Sections 413-35 and 413-37. The director is authorized to establish minimum insurance limits required to be carried by licensees to protect against claims for damages and injury, including theft from automobiles coverage. The director shall publish the minimum insurance limits on the city's website 30 days before they become effective.~~

Sec. 413-37. - Bond in Lieu of Insurance.

In lieu of any policy or policies of insurance required by Sections 413-33 ~~and 413-35~~, applicant may furnish a bond executed by a surety company authorized to do business in the state of Ohio, approved ~~as to sufficiency by the city treasurer and as to form by the city~~

solicitor, holding and binding the principal and sureties to the same liability, and subject to the same conditions as in the case of policies of insurance provided for herein.

It shall further be permissible for the applicant to furnish insurance for personal injuries, including death, and an indemnity bond or bonds as to the property damage, or vice versa.

Sec. 413-45. - Revocation or Suspension Procedure.

No license provided for in this chapter shall be suspended or revoked without a hearing or opportunity to be heard before the director. When the charges as to one or more of the items set forth in Section 413-43 have been sustained, the director shall ~~notify the city treasurer of such finding and the city treasurer shall thereupon~~ suspend or revoke the license in accordance with the decision of the director.

Sec. 413-99. - Penalties.

~~Whoever violates any provision of this chapter for which another penalty is not specifically provided shall be fined not more than \$100. Except where a penalty for a violation of a provision of this chapter is otherwise provided, a person who violates any provision of this chapter commits a Class E1 Civil Offense as defined by Cincinnati Municipal Code Section 1501-14, and is liable for the civil fine specified in Section 1501-99 for a Class E1 Civil Offense. Each day's violation of any section shall constitute a separate offense.~~

Sec. 1501-14. - Class E1 Civil Offenses.

A person who violates a standard of conduct set forth in Cincinnati Municipal Code Chapter 413, Section 701-23, Section 318-13(d) or Section 320-11(a) is liable for the civil fine specified in Section 1501-99 for a Class E1 Civil Offense.

Section 2. That the existing Sections 413-35, "Extent of Insurance Coverage," and 413-99-A, "Violation of Section 413-28," of the Cincinnati Municipal Code are hereby repealed.

Section 3. That the City Manager and the proper City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including by updating applicable rules and regulations, fee schedules, and policies and procedures in accordance with the modifications to the Cincinnati Municipal Code provided for herein.

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 City Manager to establish and promulgate license fees as soon as possible, so they will be in effect for the coming fiscal year.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Additions indicated by underline; Deletions indicated by strikethrough.

May 30, 2024

To: Mayor and Members of City Council

202401489

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Exemption Agreement with 604-608 Crown Street, LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Indycare, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 604-608 Crown Street in the Walnut Hills neighborhood of Cincinnati, in connection with the remodeling of an existing building to include approximately 3,304 square feet of residential space, consisting of five residential units, which remodeling shall be completed in compliance with Leadership Energy and Environmental Design Silver standards, at a total construction cost of approximately \$926,954.

STATEMENT

HOUSING: The additional housing units this project will provide could help in alleviating Cincinnati’s strained housing market and will activate a vacant and blighted building in the Walnut Hills neighborhood.

BACKGROUND/CURRENT CONDITIONS

The project is located at 604-608 Crown Street in the Walnut Hills neighborhood. The property is a vacant- three story building. Once completed, the building will consist of 7 market rate residential units. The units will consist of 1, 2 and 4 bedrooms. The project will be fully financed with the Developer’s equity.

DEVELOPER INFORMATION

Indycare, LLC is an Ohio based company, owned by Jennifer L Holcomb and Peter Jones. The principals of the Developer have completed similar projects in both Cincinnati and Washington DC. Their prior Cincinnati rehabilitation is a multifamily apartment renovation in Columbia Tusculum that is completed and fully leased.

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	604-608 Crown Street CRA
Street Address	604-608 Crown Street
Neighborhood	Walnut Hills
Property Condition	Vacant Building
Project Type	Rehabilitation
Project Cost	Hard Construction Costs: \$1,547,937 Acquisition Costs: \$320,000 Soft Costs: \$129,687 Total Project Cost: \$1,997,624
Private Investment	Developer Equity: \$1,997,624
Sq. Footage by Use	Residential: 7,516
Number of Units and Rent Ranges	4 1-BR Units, 2 2-BR Units, 1 4-BR Units; Rent Range \$1,200-3,500 7 Total Units
Median 1-BD Rent Affordable To	Salary: \$48,000-140,000 City Job Classification: Fire Recruit, Real Estate Manager, Assistant Finance Director, & City Solicitor
Jobs and Payroll	Created FTE Positions: 0 Total Payroll for Created FTE Positions: 0 Average Salary for Created FTE Positions: 0 Construction FTE Positions: 48 Total Payroll for Construction FTE Positions: \$736,000
Location and Transit	Located within Walnut Hills Transit Score: 55
Community Engagement	Not applicable.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 1 (p.180-191)

Project Image and Site Map



Proposed Incentive

Incentive Terms	15-year, net 52%
Incentive Application Process	Commercial CRA – Neighborhood
“But For” (0-3 points)	Without Abatement: 5% rate of return (stabilized) With Abatement: 6% rate of return (stabilized) Project would not proceed without an abatement. (3 points)
Environmental Building Certification (0-5 points)	LEED- Sliver (3 points)
VTICA (0-8 points)	Streetcar VTICA – 15% (8 points)
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	Not Applicable
Other Incentives & Approvals	Not Applicable

Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$7,442
Total Term Incentive to Developer	\$111,625
City's Portion of Property Taxes Forgone (Term)	\$30,167
City's TIF District Revenue Forgone (Term)	\$0

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)	\$18,923	
Total Public Benefit (CPS PILOT, VTICA, Income Tax)	\$97,614	

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.

For Reference: 2024 Cincinnati MSA Area Median Income Limits

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



EMERGENCY

City of Cincinnati

EVK

EESW

An Ordinance No. _____

- 2024

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Indybear LLC, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 604-608 Crown Street in the Walnut Hills neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 7,516 square feet of residential space, consisting of seven 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 \$1,547,937.

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, Indybear LLC (the “Company”) desires to remodel an existing building into approximately 7,516 square feet of residential space, consisting of seven residential units on real property at 604-608 Crown 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 \$2,147.00; 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 neighborhood 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 Indybear 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 604-608 Crown Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 7,516 square feet of residential space, consisting of seven residential 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 \$1,547,937.

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

ATTACHMENT A

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

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. 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 604-608 Crown Street, Cincinnati, Ohio 45206 (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 the remodeling of a building located on the Property to LEED Silver 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. The Company acknowledges that the Walnut Hills neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Walnut Hills neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit

administrative organization (the “Third-Party Administrator”) to contribute to the Third-Party Administrator an amount equal to 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the “VTICA Contribution”). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Walnut Hills neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

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

R. 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 on the Property to create, in aggregate, approximately 7,516 square feet of residential space consisting of 7 residential units (the “Improvements”) at an estimated aggregate cost of \$1,547,937 to commence after the execution of this Agreement and to be completed no later than January 31, 2027; *provided*, however, that the Director of the Department of Community and Economic Development (the “Housing Officer”) may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director’s judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “ADA”), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years,

provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, 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 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements.

As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Small Business Enterprise Program.

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be 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 48 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 \$736,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least 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 (C) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

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

Code Sections 5709.62, 5709.63, or 5709.632 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 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. 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:

Indybear LLC
Attention: Jennifer L Holcomb & Peter Jones
6950 Woodwalk Drive
Brecksville, Ohio 44141

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.

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

INDYBEAR LLC,
an Ohio limited liability company

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

By: _____

Date: _____, 2024

Printed 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 CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 604 Crown Street, Cincinnati, Ohio 45206

Auditor's Parcel ID: 091-0004-0133-00

THE REAL PROPERTY:

THE SOUTH PART OF LOT 14 OF JAMES MACK'S SUBDIVISION OF LOT 8 OF PETER H. KEMPER'S SUBDIVISION OF THE COTTAGE FARM, A PLAT OF WHICH IS OF RECORD IN PLAT BOOK 3, PAGE 54, OF THE HAMILTON COUNTY, OHIO RECORDS, FRONTING 50 FEET ON THE NORTH SIDE OF CROWN STREET, AND EXTENDING NORTHWARDLY BETWEEN PARALLEL LINES A DISTANCE OF 130 FEET.

Property Address: 608 Crown Street, Cincinnati, Ohio 45206

Auditor's Parcel ID: 091-0004-0032-00

SITUATED IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF LOTS 12 AND 13 OF JAMES MACK'S SUBDIVISION, SQUARE EIGHT, PETER H. KEMPER'S PLAT OF COTTAGE FARMS AS SAID SUBDIVISION IS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE RECORDER'S RECORDS OF HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH SIDE OF CROWN STREET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 13; THENCE, EASTWARDLY ALONG THE NORTH SIDE OF CROWN STREET, 57 FEET AND 6 INCHES TO A POINT DESIGNATED BY A NOTCH IN A STONE WALL; THENCE, NORTHWARDLY AT RIGHT ANGLES TO CROWN STREET, 153.60 FEET TO A POINT IN THE SOUTH LINE OF WILLIAM HOWARD TAFT ROAD; THENCE, WESTWARDLY IN THE SOUTH LINE OF WILLIAM HOWARD TAFT ROAD, 58.10 FEET PER DEED AND 58.31 FEET PER SURVEY, TO A POINT IN THE WESTERLY LINE OF LOT 13; THENCE, SOUTHWARDLY ON THE WESTERLY LINE OF LOT 13, 163.30 FEET TO THE PLACE OF BEGINNING.

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: INDYBEAR LLC

Form of business enterprise Ohio limited liability company (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: 1320 Randolph Street NW, Washington, DC 20011

Federal Tax ID #(s): 83-2081150

Applicant Contact Person: Richard Spoor Title: Attorney

Phone: 513 579-6449 Main Contact email address: rcspoor@kmklaw.com

Address of subject property 608 Crown Street, Cincinnati, Ohio Zip: 45206

Hamilton County Auditor Parcel ID#: 091 - 0004 - 0032 (attach a page listing all parcels and addresses if more than one parcel)

City of Cincinnati Neighborhood: Avondale Walnut Hills

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: _____

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: 0 (sqft) Office: 0 (sqft) Industrial: 0 (sqft)
Residential: 7,516 (sqft) Residential: 7 (# 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:

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")

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): The Crown

Description of the project:

The project involves the renovation of a vacant structure into 7 market rate residential units.

The building itself is historic in character and the project will retain many original design features.

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

The Applicant is an experienced rental property owner whose properties include both commercial and residential buildings, including in Cincinnati.

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

The project will result in the revitalization of an historic, but vacant structure and add additional housing stock to the Avondale neighborhood.

The neighborhood and area are in need of redevelopment and new housing opportunities both of which will be added by the project.

The incentive will assist in allowing for a greater investment in the housing project by the developer.

See attachment 1 for greater detail

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):

The owner intends to contact the local community councils with information about the project.

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 _____ 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.

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

*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 0 employees (Total); total annual payroll \$ 0
During the first twelve months of the agreement: 0 positions
During the second twelve months of the agreement: 0 additional positions
During the third twelve months of the agreement: 0 additional positions

Temporary Construction 48 jobs; total annual payroll \$ 736,000
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.):

This project will result in temporary construction jobs, but will not generate permanent jobs post construction due to its residential character.

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: \$ _____
Estimated total cost of the project (including soft costs & acquisition): \$ _____
Estimated Project start date: _____ Estimated Project completion date: _____
Current Auditor's value of property (aggregate value of all parcels involved): _____
Estimated post-construction value of property: _____
(Please provide appraisal or other method for determining post-construction value of the property)

Other Investment

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

Investment in Furniture, Fixtures, and Equipment (FF&E) at the Property: \$ 42,000

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

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

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

Note: The above statements as to taxes and other obligations, and authorization to inspect, are required by Ohio Revised Code Section 9.65 (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 Jennifer McComb Signature of Applicant

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 Jennifer McComb Signature of Applicant

Will the project involve relocation of positions from another company location outside of the State of Ohio to the City of Cincinnati? _____

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 _____ employees (Total); total annual payroll \$ _____
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 _____ jobs; total annual payroll \$ _____
Length of Construction Period: _____

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.):

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: \$ 1,547,937

Estimated total cost of the project (including soft costs & acquisition): \$ 1,997,624

Estimated Project start date: 06/2024 Estimated Project completion date: 06/2025

Current Auditor's value of property (aggregate value of all parcels involved): \$41,910

Estimated post-construction value of property: \$1,600,000

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

Other Investment

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

Investment in Furniture, Fixtures, and Equipment (FF&E) at the Property: \$ 150,000 _____

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

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

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

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

Please initial that you have read the above. X _____

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 _____

Additional Certifications by Applicant:

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

Please initial that you have read the above. X Jennifer Holcomb Digitally signed by Jennifer Holcomb
Date: 2023.04.13 09:58:20 -0400

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 Jennifer Holcomb Digitally signed by Jennifer Holcomb
Date: 2023.04.13 09:58:20 -0400

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.

Jennifer Holcomb

Digitally signed by Jennifer Holcomb
Date: 2023.04.13 09:58:20 -0400

4/13/23

Signature of Applicant

Date

Jennifer Holcomb

Printed Name

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

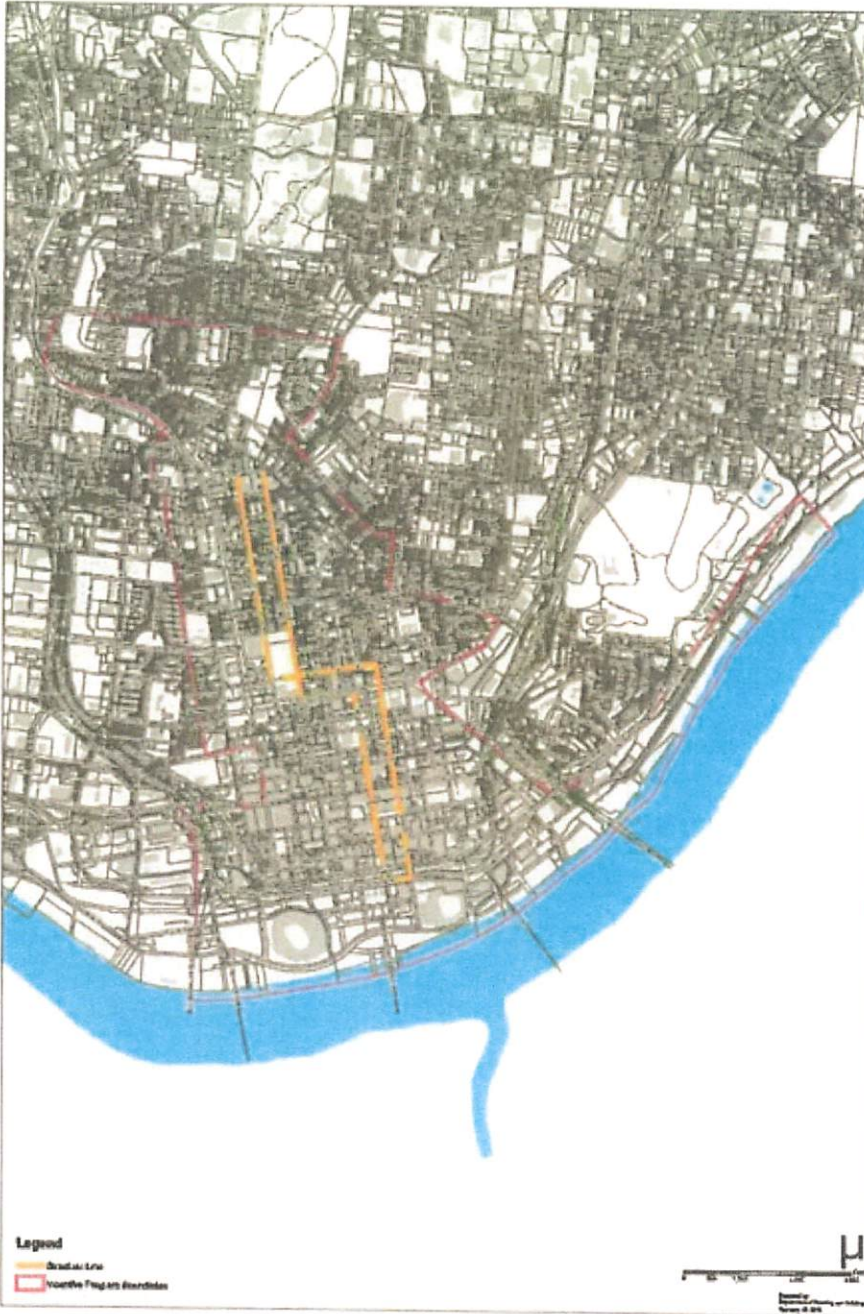
Processing Timeline

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	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input type="radio"/> Yes <input checked="" type="radio"/> No	Current Financial Statement or other acceptable third party verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment.
#4	<input checked="" type="radio"/> Yes <input type="radio"/> No	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.

		<p>2) Current business financial statement (less than 90 days old);</p> <p>3) Business financial projections for three fiscal years (privately held companies only);</p> <p>4) Business financial information for the last three fiscal years on affiliate businesses when appropriate.</p>
#5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Sources of Funds: For all sources included in the sources and uses provided in #4 above, please attach documentation:</p> <p>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</p>
#6	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>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:</p> <p>A) Purchase agreements for any acquisitions B) Contractor Estimates or bids for new construction and/or rehabilitation C) Architectural Contract D) Other</p>
#7	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Environmental Site Assessments: Summary Review / Statement of Phase I & Phase II ESA results</p>
#8	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Market Information:</p> <p>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.).</p>
#9	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Copy of proposed construction plans/renderings etc.</p>
#10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Proposed Project Timeline: Anticipated milestones – Please provide in Gantt format if available.</p>
#11	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Legal Description of the Property Involved: This may include a survey as well as a written legal.</p>
#12	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>If this project is seeking LEED or Living Building Challenge (Full, Net Zero, or Petal [must include "Energy Petal"]) Certification, provide confirmation of registration</p>
#13	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Application Fee (\$1,250 made payable to city of Cincinnati and \$750 for the Ohio Department of Development)</p>

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

May 30, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202401492

Subject: Ordinance: Alternative Response Program Manager Classification

Attached is an Ordinance captioned:

ESTABLISHING the classification and salary range schedule for the new employment classification of Alternative Response Program Manager; and **ORDAINING** Section 820 of Division 8, Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code to reflect this new employment classification.

The Emergency Communications Center, through a market analysis, has determined the necessity of creating this classification to manage alternative response to 911 and crisis-related calls, co-responder programs, 311 community responders, 911 call diversion to 988, and other initiatives that advance the City’s goals related to harm reduction and criminal justice diversion.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, HR Director

EMERGENCY

KKF

-2024

ESTABLISHING the classification and salary range schedule for the new employment classification of Alternative Response Program Manager; and **ORDAINING** Section 820 of Division 8, Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code to reflect this new employment classification.

WHEREAS, the Human Resources Department, in consultation with the Emergency Communication Center, has determined that it is necessary to create a new Alternative Response Program Manager classification specification to recruit and retain quality employees; and

WHEREAS, the Alternative Response Program Manager classification and compensation plan is necessary to ensure consistency in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed for the position; and

WHEREAS, this position manages, plans, supervises, and coordinates assigned program activities and operations within the Emergency Communications Center and with partner agencies, including alternative response to 911 and crisis-related calls, co-responder programs, 311 community responders, 911 call diversion to 988, and other initiatives that advance the City’s goals related to harm reduction and criminal justice diversion; and

WHEREAS, creation of the Alternative Response Program Manager position provides an opportunity to increase organizational effectiveness while maintaining a standard of excellence and a clear pathway for continued growth and career progression for employees; and

WHEREAS, the Human Resources Department has performed due diligence and conducted appropriate internal comparisons to ensure that the new classification and salary range are consistent with the scope of work and the level of responsibility of the position of Alternative Response Program Manager, with factors considered throughout the evaluation process including scope of responsibility, judgment and independent action, accountability, and supervisory responsibility; and

WHEREAS, adopting the new salary range and classification title for the position is based upon a market analysis and internal cost of living adjustment comparisons as approved by Council; now, therefore,

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

Section 1. That Section 820 of Division 8, Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code is ordained as follows to establish the new classification and salary range of Alternative Response Program Manager:

Alternative Response Program Manager
Minimum \$79,438.46 – Maximum \$115,516.77

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the classification and salary range of Alternative Response Program Manager to recruit and retain qualified employees in the Emergency Communication Center as soon as possible.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council

202401493

From: Sheryl M.M. Long, City Manager

**Subject: Ordinance: Alternative Response Community Service Officer
Classification**

Attached is an Ordinance captioned:

ESTABLISHING the classification and salary range schedule for the new employment classification of Alternative Response Community Service Officer; and **ORDAINING** Section 819 of Division 0, Chapter 307, "Classified Compensation Schedules," of the Cincinnati Municipal Code.

The Emergency Communications Center, through a market analysis, has determined the necessity of creating this classification to provide alternative response to 911 and crisis-related calls, co-responder programs, 311 community responders, 911 call diversion to 988, and other initiatives that advance the City's goals related to harm reduction and criminal justice diversion.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, HR Director

EMERGENCY

KKF

-2024

ESTABLISHING the classification and salary range schedule for the new employment classification of Alternative Response Community Service Officer; and **ORDAINING** Section 819 of Division 0, Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code.

WHEREAS, the Human Resources Department, in consultation with the Emergency Communication Center, has determined that it is necessary to create a new Alternative Response Community Service Officer classification specification to recruit and retain quality employees; and

WHEREAS, the Alternative Response Community Service Officer classification and compensation plan is necessary to ensure consistency in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed for the position; and

WHEREAS, this position is responsible for performing advanced level professional work involving independent judgement to gather information, ensure safe conditions, and appropriately route requests for final resolution in compliance with established policies and procedures, which may include Quality of Life calls reported to 311 and 911; and

WHEREAS, personnel filling the new position will provide field response in the community for the City’s non-emergency 311 Customer Service program and serve as an ambassador to the community on behalf of all City agencies, playing a crucial role in improving community outcomes by handling issues that do not require a traditional public safety response; and

WHEREAS, the Human Resources Department has performed due diligence and conducted appropriate internal comparisons to ensure that the new classification and salary range are consistent with the scope of work and the level of responsibility of the position of Alternative Response Community Service Officer, with factors considered throughout the evaluation process including scope of responsibility, judgment and independent action, and accountability; and

WHEREAS, adopting the new salary range and classification title for the position is based upon a market analysis and internal cost of living adjustment comparisons as approved by Council; now, therefore,

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

Section 1. That Section 819 of Division D0, Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code is ordained as follows to establish the new classification and salary range of Alternative Response Community Service Officer:

Alternative Response Community Service Officer
Minimum \$57,517.77 - Maximum \$87,445.16

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the classification and salary range of Alternative Response Community Service Officer to recruit and retain qualified employees in the Emergency Communication Center as soon as possible.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council

202401494

From: Sheryl M.M. Long, City Manager

Subject: Ordinance: Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48 retroactive provisions

Attached is an Ordinance captioned:

DECLARING the intent of Council to waive the provisions of R.C. Section 4117.14(G)(11) during the current collective bargaining negotiations with Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, to allow increases in rates of compensation or any other issues with cost implications to be retroactive to January 1, 2024; and **AUTHORIZING** the City Manager and City Solicitor negotiating the collective bargaining agreements to negotiate retroactive provisions that involve compensation increases or have cost implications.

The existing collective bargaining agreements with Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, expired in December 2023. Waiving the provisions of R.C. 4117.14(G)(11) to allow for retroactive application of wage increases and other items with cost implications provides the City with additional time and greater flexibility to complete negotiations.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha A. Hazell, Human Resources Director

DECLARING the intent of Council to waive the provisions of R.C. Section 4117.14(G)(11) during the current collective bargaining negotiations with Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, to allow increases in rates of compensation or any other issues with cost implications to be retroactive to January 1, 2024; and **AUTHORIZING** the City Manager and City Solicitor negotiating the collective bargaining agreements to negotiate retroactive provisions that involve compensation increases or have cost implications.

WHEREAS, the City of Cincinnati, Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, are currently engaged in collective bargaining pursuant to Ohio Revised Code (“R.C.”) Chapter 4117 and under State Employment Relations Board Case Nos. 2023-MED-09-0787 and 2023-MED-09-0788; and

WHEREAS, it is in the best interest of the City of Cincinnati that the parties be given ample opportunity to complete the collective bargaining process in an efficient manner; and

WHEREAS, the existing collective bargaining agreements with Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, expired in December 2023; and

WHEREAS, waiving the provisions of R.C. 4117.14(G)(11) to allow for retroactive application of wage increases and other items with cost implications provides the City with additional time and greater flexibility to complete negotiations; now, therefore,

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

Section 1. That Council declares its intent to waive the provisions contained in R.C. Section 4117.14(G)(11) to allow retroactive application of wage increases and other items with cost implications back to January 1, 2024, but no earlier, in its collective bargaining negotiations with Cincinnati Fire Fighters Union, IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48.

Section 2. That Council authorizes the City Manager and the Solicitor to negotiate retroactive provisions in the collective bargaining agreements Cincinnati Fire Fighters Union,

IAFF Local 48, and Cincinnati Assistant Fire Chiefs Union, IAFF Local 48, for wage increases and provisions involving other cost implications back to January 1, 2024.

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 take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 30, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202401495

Subject: Ordinance: FOP Retroactive Provisions

Attached is an Ordinance captioned:

DECLARING the intent of Council to waive the provisions of R.C. Section 4117.14(G)(11) during the current collective bargaining negotiations with Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Non-Supervisors and Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Supervisors, to allow increases in rates of compensation or any other issues with cost implications to be retroactive to May 1, 2024; and **AUTHORIZING** the City Manager and City Solicitor negotiating the collective bargaining agreements to negotiate retroactive provisions that involve compensation increases or have cost implications.

The existing collective bargaining agreement with Queen City Lodge No. 69 Fraternal Order of Police expired in May 2024. waiving the provisions of R.C. 4117.14(G)(11) to allow for retroactive application of wage increases and other items with cost implications provides the City with additional time and greater flexibility to complete negotiations.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, HR Director

DECLARING the intent of Council to waive the provisions of R.C. Section 4117.14(G)(11) during the current collective bargaining negotiations with Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Non-Supervisors and Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Supervisors, to allow increases in rates of compensation or any other issues with cost implications to be retroactive to May 1, 2024; and **AUTHORIZING** the City Manager and City Solicitor negotiating the collective bargaining agreements to negotiate retroactive provisions that involve compensation increases or have cost implications.

WHEREAS, the City of Cincinnati and Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Non-Supervisors and Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Supervisors (“Queen City Lodge No. 69 Fraternal Order of Police”) are currently engaged in collective bargaining pursuant to Ohio Revised Code (“R.C.”) Chapter 4117 and under State Employment Relations Board Case Nos. 2024-MED-02-0136 and 2024-MED-02-0137; and

WHEREAS, it is in the best interest of the City of Cincinnati that the parties be given ample opportunity to complete the collective bargaining process in an efficient manner; and

WHEREAS, the existing collective bargaining agreement with Queen City Lodge No. 69 Fraternal Order of Police expired in May 2024; and

WHEREAS, waiving the provisions of R.C. 4117.14(G)(11) to allow for retroactive application of wage increases and other items with cost implications provides the City with additional time and greater flexibility to complete negotiations; now, therefore,

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

Section 1. That Council declares its intent to waive the provisions contained in R.C. Section 4117.14(G)(11) to allow retroactive application of wage increases and other items with cost implications back to May 1, 2024, but no earlier, in its collective bargaining negotiations with Queen City Lodge No. 69 Fraternal Order of Police and City Non-Supervisors and Queen City Lodge No. 69 Fraternal Order of Police and City of Cincinnati Supervisors (“Queen City Lodge No. 69 Fraternal Order of Police”).

Section 2. That Council authorizes the City Manager and the Solicitor to negotiate retroactive provisions in the collective bargaining agreement with Queen City Lodge No. 69 Fraternal Order of Police for wage increases and provisions involving other cost implications back to May 1, 2024.

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 take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 22, 2024

To: Mayor and Members of City Council

202401425

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Health: Ohio Department of Health (ODH) Creating Healthy Communities Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio, Ohio Department of Health (ODH) Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program. The Ordinance further authorizes the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

The ODH Creating Healthy Communities program works to ensure Ohio communities have access to healthy foods as well as opportunities for active living by activating community-led solutions to create sustainable change in policies, places, and population health.

The City already applied for this grant before the application deadline on May 6, 2024, but no grant funds will be accepted without the approval of the City Council.

The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with the grant.

Accepting the Creating Healthy Communities grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

WHEREAS, a Creating Healthy Communities grant of up to \$120,000 is available from the Ohio Department of Health (“ODH”) to reimburse existing staff for their work on the Healthy Communities program; and

WHEREAS, the ODH Creating Healthy Communities program works to ensure Ohio communities have access to healthy foods and opportunities for active living by activating community-led solutions to create sustainable change in policies, places, and population health; and

WHEREAS, the grant application deadline is May 6, 2024 and the City will have already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, accepting the Creating Health Communities grant is in accordance with the Sustain goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 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 apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program.

Section 2. That the Director of Finance is authorized to deposit grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 22, 2024

To: Mayor and Members of City Council 202401427

From: Sheryl M. M. Long, City Manager

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

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to support the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level. The Ordinance further authorizes the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

The City applied for this grant on December 12, 2023, but no grant funds will be accepted without the approval of the City Council.

The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with the grant.

Acceptance of this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

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

WHEREAS, the City applied for this grant on December 12, 2023, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, acceptance of this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to support the planning and implementation of emergency preparedness in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 22, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202401428

Subject: Emergency Ordinance – OES: EPA STAR Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of up to \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of up to \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results (STAR) program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project. The grant project will investigate how electrifying and weatherizing homes reduces energy usage and provides energy security, ameliorates indoor air quality of residential dwellings, improves productivity and comfort of occupants, and identifies barriers to electrification and weatherization in low-income homes.

Green Umbrella applied for the grant and selected the City as a sub-awardee. No grant funds will be accepted without City Council approval. The grant does not require matching funds or new FTEs/full time equivalents.

The grant project, “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities,” is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” and the “Live” goal to “[p]rovide a full spectrum of housing options, and improving housing quality and affordability” as described on pages 164 and as described on pages 181 – 186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant funds to meet established project timelines.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

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- 2024

AUTHORIZING the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

WHEREAS, a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of \$47,288 is available from the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project (“Grant Project”);and

WHEREAS, the Grant Project will investigate how electrifying and weatherizing homes reduces energy usage and provides energy security, ameliorates indoor air quality of residential dwellings, and improves productivity and comfort of occupants, and identifies the barriers to adopting electrification and weatherization in low-income homes; and

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

WHEREAS, Green Umbrella already applied for the grant and selected the City as a sub-awardee, but no grant funds will be accepted without Council approval; and

WHEREAS, the Grant Project is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” and the “Live” goal to “[p]rovide a full spectrum of housing options, and improving housing quality and affordability” as described on pages 164 and as described on pages 181 – 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of \$47,288 from Green Umbrella awarded through the U.S. Environmental Protection Agency Science to Achieve

Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 22, 2024

To: Mayor and Members of City Council

202401429

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DOTE: “Then and Now” Payment to Capital Electric

Attached is an Ordinance captioned:

AUTHORIZING the payment of \$113,509.61 from the Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

This Emergency Ordinance authorizes the payment of \$113,509.61 from capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

On August 9, 2023, work from Capital Electric was requested and, at the time of the request, resources were available in capital improvement program project account no. 980x239x242345, “Traffic Signals Infrastructure,” to provide payment for services rendered under the agreement. Contract #MA 107 231W006069 authorized Capital Electric to complete services, but a certification was not created in the Cincinnati Financial System (CFS).

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance issued a certificate, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the quote was issued and at the time the attached certificate was issued. Council authorization is now required to provide payment to Capital Electric for its outstanding obligation of \$113,509.61 for services provided to the City.

The reason for the emergency is the immediate need to make payment to Capital Electric for outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

EMERGENCY

CNS

- 2024

AUTHORIZING the payment of \$113,509.61 from the Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

WHEREAS, contract #MA 107 231W006069 authorized Capital Electric to complete services for the City, but a certification was not created in the Cincinnati Financial System (CFS); and

WHEREAS, on August 9, 2023, work from Capital Electric was requested and, at the time of the request, resources were available in capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to provide payment for services rendered under the contract; and

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the quote was issued and at the time the attached certificate was issued; and

WHEREAS, Council desires to provide payment to Capital Electric for its outstanding obligation of \$113,509.61 for services provided to the City; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$113,509.61 from Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric, pursuant to the attached certificate from the Director of Finance, for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Capital Electric for outstanding charges in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

I, Karen Alder, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, on August 9, 2023, the Department of Transportation and Engineering requested work from Capital Electric in the amount of \$113,509.61 for traffic signals infrastructure labor, materials, and equipment services; and

WHEREAS, contract #MA 107 231W006069 (“Contract”) authorized Capital Electric to provide labor, materials and services, but a certification was inadvertently not created in the Cincinnati Financial System; and

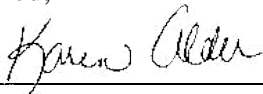
WHEREAS, Capital Electric provided the Department of Transportation and Engineering with all labor, materials and services contained in the Contract; and

WHEREAS, Capital Electric has not been compensated for traffic signals infrastructure labor, materials, and equipment services in the amount of \$113,509.61;

NOW, THEREFORE,

1. As of August 9, 2023, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the Contract with Capital Electric. This verification is conditioned upon and subject to Council’s approval of an ordinance authorizing the drawing of a warrant in payment of amount due to Capital Electric under the Contract.

Signed,



Karen Alder, Director of Finance
City of Cincinnati

Date: 5/13/24

May 22, 2024

To: Mayor and Members of City Council 202401430
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance – OES: Moral Obligation Payment to Atlas Technical Consultants LLC**

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

This Emergency Ordinance authorizes a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC (Atlas) from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

The City entered into a professional services work order agreement with Atlas for an original scope of work related to the City Recycling Services Procurement in November 2022. The original work order expired on May 31, 2023, after the master service agreement expired on December 31, 2022.

OES submitted a change order waiver to the City’s Office of Procurement for additional services needed from Atlas. Prior to receiving approval for the waiver, Atlas began work on additional consultation services. Because Atlas began work prior to receiving approval for the waiver, the waiver was denied, which necessitates a moral obligation.

Sufficient resources are available in OES General Fund non-personnel operating budget account no. 050x104x5000x7289 to pay Atlas for the services provided to OES.

The reason for the emergency is the immediate need to pay Atlas in a timely manner for the outstanding changes for services provided to the City.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

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- 2024

AUTHORIZING a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

WHEREAS, the City entered into a professional services work order agreement with ATC Group Services LLC dba Atlas Technical Consultants LLC (“Atlas”) for an original scope of work related to the City Recycling Services Procurement in November 2022 (Work Order No. MAC0001536); and

WHEREAS, the original work order expired on May 31, 2023, after the master service agreement (no. 85x0003) expired on December 31, 2022; and

WHEREAS, in response to an inquiry from OES to Atlas in March 2024, Atlas provided a quote for additional consultation services related to additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers; and

WHEREAS, OES submitted a change order waiver to the City’s Office of Procurement for the additional services needed from Atlas, however, prior to receiving approval for the waiver, Atlas began work on the additional consultation services; and

WHEREAS, the waiver was denied, due to Atlas beginning work prior to receiving approval for the waiver, which necessitates a moral obligation; and

WHEREAS, OES has committed to closely monitoring and addressing this procedural issue with staff to ensure this issue is avoided in the future; and

WHEREAS, sufficient resources are available in OES General Fund non-personnel operating budget account no. 050x104x5000x7289 to pay Atlas for the services; and

WHEREAS, Council desires to pay \$27,663.65 to Atlas for services provided to OES; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC (“Atlas”) from Office of Environment

and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: May 22, 2024

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – DETERMINING TO PROCEED WITH SPECIAL STREET LIGHTING ASSESSMENT GROUP 1 – RESIDENTIAL STREET LIGHTING (2023-2026)

202401436

Attached is an ordinance captioned as follows:

DETERMINING to proceed with special street lighting assessments in Lighting Group 1 for three years beginning August 1, 2023, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, on the streets or portions of the streets described in Attachment A hereto.

This Ordinance Determining to Proceed is the second step of a three-step process for the renewal of an existing street lighting assessment needing the approval of City Council. The Assessing Ordinance has been submitted subsequently with the Determining to Proceed Ordinance.

City Council adopted the Resolution of Necessity Resolution No. 27-2024 on March 27, 2024. The City has addressed all objections to the estimated assessments filed with the Clerk of Council.

Street Lighting Assessment Group 1 includes streets in the following neighborhoods: Avondale, Bond Hill, Clifton, College Hill, CUF, East Walnut Hills, Hyde Park, Kennedy Heights, Mount Lookout, North Avondale, Oakley, Pleasant Ridge, Roselawn, South Fairmount, West Price Hill, and Westwood.

The Administration recommends the passage of the attached ordinance.

Attachment A – Assessed Street Lighting – Group 1 2024

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

DETERMINING to proceed with special street lighting assessments in Lighting Group 1 for three years beginning August 1, 2023, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, on the streets or portions of the streets described in Attachment A hereto.

WHEREAS, Resolution No. 27-2024 (the “Resolution”), adopted by City Council on March 27, 2024, pursuant to R.C. Section 727.12, declared the necessity of extending special street lighting on the streets or portions of the streets described in Attachment A hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Resolution, the estimated assessments for the special street lighting were prepared and placed on file in the Office of the Clerk of Council; and

WHEREAS, pursuant to R.C. Section 727.14, property owners were given notice of the passage of the Resolution and the filing of the estimated assessments; and

WHEREAS, as permitted by R.C. Section 727.15, no property owner has filed an objection to the proposed assessment within two weeks following the completion of notice of the passage of the Resolution and the filing of the estimated assessments; and

WHEREAS, the Council now desires to proceed with the special street lighting described in the Resolution and to adopt the estimated assessment associated therewith; now, therefore,

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

Section 1. That the Council of the City of Cincinnati intends to proceed, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, with the special lighting of the streets or portions of the streets in Lighting Group 1 as set forth in Attachment A hereto and incorporated herein by reference.

Section 2. That the costs of the special street lighting provided in Resolution No. 27-2024, passed by Council on March 27, 2024, are hereby adopted and shall be assessed in the manner provided in Resolution No. 27-2024.

Section 3. That no claim for damages has been filed pursuant to R.C. Section 727.18.

Section 4. 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

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 Marlinton Avenue to the north line of Downing Avenue. Westgate Ave from the south line of Marlinton 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

<u>Dist #</u>	<u>Street</u>	<u>Limits</u>	<u>Number of Lights</u>	<u>Proposed Rate per Front Foot per Year</u>	<u>Total Assessment</u>
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			<u>871</u>	Total Assessment:	<u>\$371,947.24</u>

Date: May 22, 2024

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – LEVYING SPECIAL STREET LIGHTING
ASSESSMENTS GROUP 1 – RESIDENTIAL STREET LIGHTING (2023-2026)

Attached is an ordinance captioned as follows:

TO LEVY special assessments to pay for a portion of the cost of special street lighting in Lighting Group 1, pursuant to Ohio Revised Code (“R.C.”) Section 727.25, for the three-year period beginning on August 1, 2023.

This Ordinance is the third step of a three-step process for the renewal of an existing street lighting assessment needing the approval of City Council for the Finance Department to process the billing and certify the Assessments to the County Auditor for inclusion on the December 2024 tax bills.

Street Lighting Assessment Group 1 includes streets in the following neighborhoods: Avondale, Bond Hill, Clifton, College Hill, CUF, East Walnut Hills, Hyde Park, Kennedy Heights, Mount Lookout, North Avondale, Oakley, Pleasant Ridge, Roselawn, South Fairmount, West Price Hill, and Westwood.

The Administration recommends the passage of the attached ordinance.

Attachment A – Assessed Street Lighting – Group 1 2024

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

TO LEVY special assessments to pay for a portion of the cost of special street lighting in Lighting Group 1, pursuant to Ohio Revised Code (“R.C.”) Section 727.25, for the three-year period beginning on August 1, 2023.

WHEREAS, Resolution No. 27-2024 (the “Resolution”), adopted by City Council on March 27, 2024, pursuant to R.C. Section 727.12, declared the necessity of extending special street lighting on the streets or portions of the streets described in Attachment A hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Resolution, the estimated assessments were prepared and placed on file in the Office of the Clerk of Council; and

WHEREAS, there are no outstanding objections to the estimated assessments; and

WHEREAS, on _____ 2024, City Council passed Ordinance No. ____-2024 determining to proceed with the assessments; and

WHEREAS, the actual costs for the special street lighting for the three-year period have been ascertained and found to be substantially the same as the estimated costs; now, therefore,

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

Section 1. That the actual costs of the assessments for special street lighting in Lighting Group 1 for the three-year period beginning on August 1, 2023, as set forth on Attachment A hereto and incorporated herein by reference, are hereby adopted and affirmed, pursuant to Ohio Revised Code (“R.C.”) Section 727.25.

Section 2. That, with the exception of public rights-of-way, state-owned land, and federally-owned land, there is hereby levied, in accordance with Chapter 727 of the R.C., an assessment upon the properties abutting the locations described on Attachment A to pay the owners’ portion of the costs for special street lighting in Lighting Group 1, for a period of three years beginning on August 1, 2023 and ending on July 31, 2026.

Section 3. That it is hereby determined that the assessments levied by this ordinance comply with all applicable procedures and limitations as set forth in Chapter 727 of the R.C.

Section 4. That the assessments levied by this ordinance shall be payable in cash to the Treasurer of the City of Cincinnati within thirty days after the passage of this ordinance, or at the option of the property owner, in three annual installments at an annual rate of interest of nine percent.

Section 5. That the Clerk of Council or other appropriate City official shall certify, at the expiration of said thirty-day period, any unpaid assessments to the Auditor of Hamilton County to be placed on the tax duplicate for collection at the time and in the same manner as property taxes are collected. Upon certification, the assessments shall be paid in three annual installments commencing with the December 2024 tax bill.

Section 6. That the City of Cincinnati shall not issue any notes or bonds in anticipation of the collection of the assessments.

Section 7. That the appropriate officials from the Finance Department are authorized to accept the assessment funds, deposit them into the appropriate account for the purpose of paying the costs and expenses of the special street lighting, and disburse them as required by law.

Section 8. That the portion of the cost of said improvements not specially assessed, any uncollectible assessments on property owned by the federal government and the State of Ohio, and assessments on property owned by the City of Cincinnati, shall be paid out of a fund provided to pay the City's portion of the cost of the special street lighting in the manner provided by law.

Section 9. That the Clerk of Council is hereby directed to cause notice of this ordinance to be published once in a newspaper of general circulation within the City of Cincinnati pursuant to R.C. Section 727.26.

Section 10. 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

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 Marlinton Avenue to the north line of Downing Avenue. Westgate Ave from the south line of Marlinton 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

<u>Dist #</u>	<u>Street</u>	<u>Limits</u>	<u>Number of Lights</u>	<u>Proposed Rate per Front Foot per Year</u>	<u>Total Assessment</u>
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			<u>871</u>	Total Assessment:	<u>\$371,947.24</u>

May 22, 2024

To: Mayor and Members of City Council

202401431

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – 2024 CDBG Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program; **AUTHORIZING** the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs; **AUTHORIZING** the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 to realign available grant resources in accordance with Section C of the attached Appropriation Schedule; **AUTHORIZING** the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule; **ANNOUNCING** the City's intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development (HUD) to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant (CDBG) Program. This Emergency Ordinance also authorizes the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs. This Emergency Ordinance also authorizes the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community

Development Block Grant Fund 304 for the purpose of realigning available grant resources in accordance with Section C of the attached Appropriation Schedule. This Emergency Ordinance also authorizes the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 for the purpose of realigning resources with program needs in accordance with Section D of the attached Appropriation Schedule. Approval of this Emergency Ordinance announces the City’s intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan. Finally, this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the grant allocation for the CDBG Program on May 7, 2024. The CDBG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the CDBG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

EMERGENCY

LES

-2024

AUTHORIZING the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program; **AUTHORIZING** the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs; **AUTHORIZING** the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 to realign available grant resources in accordance with Section C of the attached Appropriation Schedule; **AUTHORIZING** the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, the Community Development Block Grant (“CDBG”) Program provides annual grants to local communities to address a wide range of unique community development needs; and

WHEREAS, on May 7, 2024, the U.S. Department of Housing and Urban Development (“HUD”) announced the grant allocation of \$11,172,581 to the City for the 2024 CDBG Program per Assistance Listing Number (ALN) 14.218 via Award No. B-24-MC-39-0003; and

WHEREAS, program income of \$355,979.50 also must be appropriated to various project and operating accounts; and

WHEREAS, prior year CDBG project and operating account appropriations must be adjusted to align with current resources and program needs; and

WHEREAS, the CDBG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which the City must submit to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the CDBG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development (“HUD”) to Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program.

Section 2. That the appropriation of \$355,979.50 in program income is authorized in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs.

Section 3. That the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 is authorized to realign available grant resources in accordance with Section C of the attached Appropriation Schedule.

Section 4. That the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 is authorized to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule.

Section 5. That it is the City’s intent to use this sum for various projects and operating allocations for the Community Development Block Grant Program in accordance with the 2024 Annual Action Plan and Section A of the attached Appropriation Schedule and to file the 2024 Annual Action Plan.

Section 6. That the City Manager is authorized to file the 2024 Annual Action Plan.

Section 7. 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 6.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

APPROPRIATION SCHEDULE

COMMUNITY DEVELOPMENT BLOCK GRANT APPROPRIATION SCHEDULE

Section A

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
CDBG	304	164	30424611	Commercial and Industrial Redevelopment '24	\$180,000.00
CDBG	304	212	30424142	Concentrated Code Enforcement '24	\$607,000.00
CDBG	304	101	30424123	Emergency Mortgage Assistance and Tenant Representation '24	\$650,000.00
CDBG	304	162	30424122	Fair Housing Services '24	\$210,000.00
CDBG	304	212	30424141	Family Rehousing Assistance '24	\$200,000.00
CDBG	304	161	30424802	Findlay Market Operating Support '24	\$90,000.00
CDBG	304	162	30424124	Hand Up Initiative '24	\$820,000.00
CDBG	304	212	30424136	Hazard Abatement & Stabilization Program '24	\$953,000.00
CDBG	304	101	30424411	Lead Hazard Testing Program '24	\$175,000.00
CDBG	304	212	30424904	Homeowner Assistance Repairs and Building Order Remission '24	\$560,000.00
CDBG	304	212	30424015	Housing Repair Services '24	\$1,750,000.00
CDBG	304	162	30424244	Operating Support for CDCs & Empower Neighborhoods '24	\$2,128,000.00
CDBG	304	162	30424431	Strategic Housing Initiatives Program '24	\$104,815.00
CDBG	304	101	30424433	Place-Based Initiatives '24	\$100,000.00
CDBG	304	199	30424621	Youth and Young Adult Employment Program '24	\$410,250.00
CDBG	304	161	30424108	Section 108 Debt Service	\$0.00
CDBG	304	101	30424000	Administration - CDBG '24	\$2,234,516.00

TOTAL \$11,172,581.00

APPROPRIATION SCHEDULE

INCREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE

Section B

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
CDBG	304	161	30423108	Section 108 Debt Service	\$265,000.00	\$265,000.00	\$530,000.00
CDBG	304	162	30423433	Vacant Lot Reutilization '23	\$35,000.00	\$90,979.50	\$125,979.50
TOTAL					\$300,000.00	\$355,979.50	\$655,979.50

APPROPRIATION SCHEDULE

DECREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE

Section C

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Decreased	Revised Authorization
CDBG	304	162	30419212	Blueprint for Success '19	\$77,269.39	\$6,999.32	\$70,270.07
CDBG	304	162	30420212	Blueprint for Success '20	\$100,000.00	\$30,564.81	\$69,435.19
CDBG	304	162	30422212	Blueprint for Success '22	\$50,000.00	\$50,000.00	\$0.00
CDBG	304	162	66213	Compliance Assistance Repairs for the Elderly (CARE) '16	\$186,000.00	\$1,550.00	\$184,450.00
CDBG	304	162	30419213	Compliance Assistance Repairs for the Elderly (CARE) '19	\$91,509.13	\$3,566.74	\$87,942.39
CDBG	304	162	30420213	Compliance Assistance Repairs for the Elderly '20	\$100,000.00	\$2,050.00	\$97,950.00
CDBG	304	161	304171018	Homeowner Rehab Loan Servicing '17	\$30,000.00	\$29,110.48	\$889.52
CDBG	304	161	30418018	Homeowner Rehab Loan Servicing '18	\$30,000.00	\$13,344.43	\$16,655.57
CDBG	304	161	30420018	Homeowner Rehab Loan Servicing '20	\$38,000.00	\$38,000.00	\$0.00
CDBG	304	164	304172201	Small Business Services '17	\$170,000.00	\$772.84	\$169,227.16
CDBG	304	164	30418201	Small Business Services '18	\$62,000.00	\$51,419.19	\$10,580.81
CDBG	304	164	30420201	Small Business Services '20	\$150,000.00	\$56,654.91	\$93,345.09
CDBG	304	161	30420511	Green Urban Watershed Restoration '20	\$68,393.19	\$1,501.65	\$66,891.54
CDBG	304	162	30420123	Emergency Mortgage Assistance '20	\$190,000.00	\$429.75	\$189,570.25
CDBG	304	162	30421123	Emergency Mortgage Assistance '21	\$197,214.00	\$651.39	\$196,562.61
CDBG	304	162	30422123	Emergency Mortgage Assistance '22	\$170,000.00	\$4,874.17	\$165,125.83
CDBG	304	164	30418221	NBD Improvement Program '18	\$814,130.17	\$2,298.98	\$811,831.19
CDBG	304	164	30419221	NBD Improvement Program '19	\$910,000.00	\$72,221.79	\$837,778.21
CDBG	304	164	30422221	NBD Improvement Program '22	\$264,493.00	\$70,408.90	\$194,084.10
TOTAL					\$3,699,008.88	\$436,419.35	\$3,262,589.53

APPROPRIATION SCHEDULE

INCREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE

Section D

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
CDBG	304	162	30418433	Vacant Lot Reutilization '18	\$30,000.00	\$67,062.60	\$97,062.60
CDBG	304	162	30419433	Vacant Lot Reutilization '19	\$30,000.00	\$82,787.85	\$112,787.85
CDBG	304	162	30420433	Vacant Lot Reutilization '20	\$30,000.00	\$69,383.90	\$99,383.90
CDBG	304	162	30422015	Housing Repair Services '22	\$1,988,613.00	\$100,000.00	\$2,088,613.00
CDBG	304	162	61430	Strategic Housing Initiatives	\$327,000.00	\$1,550.00	\$328,550.00
CDBG	304	162	304171431	Core 4 Strategic Housing Program '17	\$401,000.00	\$29,883.32	\$430,883.32
CDBG	304	162	30420431	Strategic Housing Initiatives Program '20	\$1,630,151.26	\$59,817.22	\$1,689,968.48
CDBG	304	162	30421431	Strategic Housing Initiatives Program '21	\$854,506.76	\$651.39	\$855,158.15
CDBG	304	162	30423431	Strategic Housing Initiatives Program '23	\$425,000.00	\$25,283.07	\$450,283.07
TOTAL					\$5,716,271.02	\$436,419.35	\$6,152,690.37

May 22, 2024

To: Mayor and Members of City Council 202401432
From: Sheryl M. M. Long, City Manager
Subject: Emergency Ordinance – 2024 HOPWA Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program; **ANNOUNCING** the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development (HUD) to Housing Opportunities for Persons with AIDS Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program. This Emergency Ordinance also announces the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan. Finally, approval of this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the allocations for the HOPWA Grant Program on May 7, 2024. The HOPWA grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the HOPWA Grant Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-162 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

EMERGENCY

CNS

- 2024

AUTHORIZING the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program; **ANNOUNCING** the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, through the Housing Opportunities for Persons with AIDS (“HOPWA”) Program, the U.S. Department of Housing and Urban Development (“HUD”) provides grants to local communities for projects that benefit low-income persons living with HIV/AIDS and their families; and

WHEREAS, HUD announced the allocations for the HOPWA Grant Program per Assistance Listing Number (ALN) 14.241 via Award No. OH-H24-F001 on May 7, 2024; and

WHEREAS, the HOPWA grant is one of four entitlement HUD grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the HOPWA Grant Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-162 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development (HUD) to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan, to fund projects and operating allocations for the HOPWA Grant Program.

Section 2. That the City intends to use said sum for various projects and operating allocations for the HOPWA Grant Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan.

Section 3. That the City Manager is authorized to file the 2024 Annual Action Plan.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

APPROPRIATION SCHEDULE

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS GRANT APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
HOPWA	465	101	4652407	HOPWA Administration '24	\$57,502.00
HOPWA	465	101	4652403	HOPWA Services and Support '24	\$1,859,246.00
TOTAL					\$1,916,748.00

May 22, 2024

To: Mayor and Members of City Council

202401433

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – 2024 HOME Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development, through the HOME Investment Partnerships (“HOME”) Program (ALN 14.239), to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program; **AUTHORIZING** the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs; **ANNOUNCING** the City’s intention to use said sums for projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development (HUD) to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Investment Partnerships Grant Program. This Emergency Ordinance also authorizes the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs. Approval of this Emergency Ordinance announces the City’s intention to use said sums for projects and operating allocations for the HOME Investment Partnerships Grant Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan. Finally, this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the allocation of \$2,436,819.50 to the City for the 2024 HOME program on May 7, 2024. The HOME program grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which the City must submit to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the HOME Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



EMERGENCY

MSS

-2024

AUTHORIZING the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development, through the HOME Investment Partnerships (“HOME”) Program (ALN 14.239), to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program; **AUTHORIZING** the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs; **ANNOUNCING** the City’s intention to use said sums for projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, through the HOME Investment Partnerships (“HOME”) Program, the United States Department of Housing and Urban Development (“HUD”) provides annual grants to local communities for projects that include buying, building, and rehabilitating affordable housing for rent or ownership, as well as projects providing down payment assistance; and

WHEREAS, HUD announced the allocation of \$2,436,819.50 to the City for the 2024 HOME Program (ALN 14.239) via Award No. M-24-MC-39-0213 on May 7, 2024; and

WHEREAS, program income of \$60,577.86 also must be appropriated to 2024 HOME project accounts; and

WHEREAS, the HOME Program grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which the City must submit to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the HOME Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development (“HUD”), received through the HOME Investment Partnerships (“HOME”) Program, to Home Investment Trust Fund

411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program.

Section 2. That the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts is authorized in accordance with the attached Appropriation Schedule to provide funding to continue vital City programs.

Section 3. That it is the City's intent to use said sums for various projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan.

Section 4. That the City Manager is authorized to file the 2024 Annual Action Plan.

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

Section 6. That this ordinance shall 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 provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

RECONCILIATION AND APPROPRIATION SCHEDULE

HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
HOME	411	162	4112402	CHDO Development Projects '24	\$365,525.00
HOME	411	162	4112403	American Dream Downpayment Initiative '24	\$100,000.00
HOME	411	162	4112404	Operating Support for CHDOs '24	\$121,841.00
HOME	411	162	4112406	Strategic Housing Initiatives Program '24	\$1,660,292.36
HOME	411	162	4112401	HOME Administration '24	\$249,739.00
TOTAL					\$2,497,397.36

May 22, 2024

To: Mayor and Members of City Council

202401434

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – 2024 ESG Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule to fund projects and operating allocations for the ESG Program; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the ESG Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule for the purpose of funding projects and operating allocations for the Emergency Solutions Grant Program. This Emergency Ordinance also announces the City’s intention to use this sum for projects and operating allocations for the Emergency Solutions Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan. Finally, approval of this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the grant allocation for the ESG Program on May 7, 2024. The ESG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the ESG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

EMERGENCY

IMD

-2024

AUTHORIZING the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule to fund projects and operating allocations for the ESG Program; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the ESG Program in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, the U.S. Department of Housing and Urban Development’s (“HUD”) Emergency Solutions Grant (“ESG”) Program provides annual grants to local communities for projects that engage homeless persons living on the street, improve the number and quality of shelters, help operation shelters, provide essential services to shelter residents, rapidly re-house homeless persons, and prevent persons from becoming homeless; and

WHEREAS, HUD announced the grant allocation for the ESG program per Assistance Living Number (ALN) 14.231 via Award E-24-MC-39-0003 on May 7, 2024; and

WHEREAS, the ESG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the ESG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate the sum of \$989,627 from the U.S. Department of Housing and Urban Development (“HUD”) Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the attached Appropriation Schedule and the 2024 Annual Action Plan to fund projects and operating allocations for the ESG Program.

Section 2. That the City intends to use this sum for projects and operating allocations for the ESG Program in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan.

Section 3. That the City Manager is authorized to file the 2024 Annual Action Plan.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

APPROPRIATION SCHEDULE

EMERGENCY SOLUTIONS GRANT APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
ESG	445	101	4452421	Homeless Shelters and Housing '24	\$593,776.00
ESG	445	101	4452415	Rapid Re-Housing '24	\$321,629.00
ESG	445	101	4452423	ESG Administration '24	\$74,222.00
TOTAL					\$989,627.00

May 22, 2024

To: Mayor and Members of City Council

202401435

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Use of Excess Payments From Project TIFs

Attached is an Emergency Ordinance captioned:

DETERMINING that satisfactory provision has been made for the public improvement needs of parcels within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code Section 5709.40(B); **APPROVING** the use of excess service payments collected pursuant to such exemptions on additional public infrastructure improvements made, to be made, or in the process of being made, all in support of urban redevelopment within the City; and **AMENDING** Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 to reflect such determination and use of such excess service payments.

Approval of this Emergency Ordinance determines that satisfactory provision has been made for public improvement needs within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code (ORC) Section 5709.40(B) and that any excess service payments collected pursuant to these exemptions can be used in support of urban redevelopment within the City. Finally, Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 are amended to reflect this determination and to allow for the use of excess service payments for urban redevelopment.

In June of 2023, the Ohio General Assembly passed House Bill No. 33 which allowed municipalities defined as an “Impacted City” under ORC Section 1728.01 to pass an ordinance that would authorize additional types of public infrastructure expenditures from public project Tax Increment Financing (TIF) resources collected pursuant to ORC Section 5709.40 if satisfactory provision has been made for the public improvement needs of the parcels identified in the original public project TIF ordinances. The City of Cincinnati has received the “Impacted City” designation under ORC 1728.01 and has identified several public project TIFs where satisfactory provision has been made for their public improvement needs. The public project TIFs impacted by this Emergency Ordinance are included in the table attached to this item. To take advantage of the flexibility of House Bill No. 33, the City must pass an ordinance on or before June 30, 2024.

Approval of this Emergency Ordinance will allow the City to utilize revenues collected from these project TIFs in excess of expenditures for more expansive public infrastructure expenditures in the future.

The reason for the emergency is to enable the Excess TIF Revenues to be used on public infrastructure improvements in support of urban redevelopment at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

KMG

- 2024

DETERMINING that satisfactory provision has been made for the public improvement needs of parcels within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code Section 5709.40(B); **APPROVING** the use of excess service payments collected pursuant to such exemptions on additional public infrastructure improvements made, to be made, or in the process of being made, all in support of urban redevelopment within the City; and **AMENDING** Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 to reflect such determination and use of such excess service payments.

WHEREAS, pursuant to House Bill 33, passed by the 135th Ohio General Assembly and effective as of October 3, 2023 (“H.B. 33”), not later than June 30, 2024, an impacted city, as defined in Ohio Revised Code (“R.C.”) Section 1728.01, may include a determination in an ordinance adopted under R.C. Section 5709.40(B) that satisfactory provision has been made for the public improvement needs of the parcels identified in the ordinance and may specify other public improvements made, to be made, or in the process of being made in the impacted city that do not directly benefit the parcels identified in the ordinance but are in support of urban redevelopment within the meaning of R.C. Section 5709.41; and

WHEREAS, the City of Cincinnati is an impacted city, as defined in R.C. Section 1728.01; and

WHEREAS, pursuant to R.C. Section 5709.40(B), the City has previously adopted ordinances listed in Attachment A hereto (inclusive of ordinances making amendments thereto, collectively, the “TIF Ordinances”), with respect to certain parcels of real property (each, a “Project TIF”); and

WHEREAS, each of the TIF Ordinances provide that, (i) with respect to each separate parcel of property located within the respective Project TIF, improvements to such parcels (as further defined in R.C. Section 5709.40, collectively, the “Improvements”) are 100 percent exempt from real property taxation (the “TIF Exemptions”), and (ii) such Improvements serve a public purpose; and

WHEREAS, each of the TIF Ordinances require the owners of the Improvements to make semiannual service payments in lieu of real property taxes (the “TIF Payments”), which payments are to be deposited into a tax increment equivalent fund established or identified in that TIF Ordinance (each, a “TIF Fund”); and

WHEREAS, amounts on deposit in each of the TIF Funds are to be used to pay costs of certain public infrastructure improvements that, once made, directly benefit those parcels identified in the applicable TIF Ordinance; and

WHEREAS, since the adoption of the TIF Ordinances, as a result of a variety of factors such as (i) higher than expected TIF Payments because of higher than expected assessments of the Improvements, and (ii) lower than expected costs, including financing costs, of the public infrastructure improvements contemplated in the applicable TIF Ordinances, there are and will continue to be excess TIF Payments in the TIF Funds that are not necessary for the public infrastructure needs of the parcels identified in the TIF Ordinances; and

WHEREAS, pursuant to and in accordance with H.B. 33, Council (i) finds that satisfactory provision has been made for the public improvement needs of the parcels identified in the TIF Ordinances, (ii) establishes the uses of excess TIF Payments on other public infrastructure improvements made, to be made, or in the process of being made, each in the furtherance of urban redevelopment, in the City of Cincinnati, which do not directly benefit the parcels identified in the TIF Ordinances, and (iii) amends the TIF Ordinances to reflect the foregoing; 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 House Bill 33, passed by the 135th Ohio General Assembly and effective as of October 3, 2023 (“H.B. 33”), Council hereby determines that satisfactory provision has been made for the public infrastructure needs of the parcels identified in the ordinances listed in Attachment A attached hereto (inclusive of any ordinances making amendments thereto, the “TIF Ordinances”), which are hereby incorporated by reference.

Section 2. That, pursuant to and in accordance with H.B. 33, Council hereby finds that public infrastructure improvements identified on Attachment B to this ordinance are in support of urban redevelopment within the meaning of Ohio Revised Code (“R.C.”) Section 5709.41.

Section 3. That the TIF Ordinances are hereby amended to reflect that (a) satisfactory provision has been made for the public infrastructure needs of the parcels identified in the TIF Ordinances, and (b) any excess revenues collected by the City (including funds that have already been collected by the City) from semiannual service payments made by the owner of the Improvement (as such term is defined in R.C. 5709.40) (the “Excess TIF Revenues”) may be used for the purposes identified in Attachment B to this ordinance.

Section 4. That no agreements executed pursuant to or in furtherance of the TIF Ordinances shall be deemed to be amended as a result of the passage of this ordinance.

Section 5. That the TIF Ordinances, except as amended herein, shall remain in full force and effect.

Section 6. 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 7. 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 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the Excess TIF Revenues to be used on public infrastructure improvements in support of urban redevelopment at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Neighborhood	Ordinance Number	Date Passed
Avondale	18-2016	1/21/2016
Columbia Tusculum	232-2003	6/25/2003
East End	540-2019	12/18/2019
Evanston	13-2008	1/16/2008
	32-2014	3/5/2014
	9-2016	1/6/2016
Madisonville	222-2016	6/29/2016
Oakley	336-2001	10/24/2001
Downtown	361-2014	12/17/2014
Oakley	363-2020	10/28/2020
Oakley	229-2012	6/20/2012

ATTACHMENT B

The following public infrastructure improvements are in the process of being made, to be made, or may be made in the City of Cincinnati, in each case in furtherance of urban redevelopment, as such term is used in Ohio Revised Code Section 5709.41:

1. Acquisition and development of property, including acquisition in aid of industry, commerce, distribution, or research, demolition of blighted, dilapidated, or functionally obsolete structures for redevelopment opportunities, including demolition on private property when determined to be necessary for economic development purposes.
2. Environmental studies and remediation.
3. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to property, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore, and the continued maintenance of those improvements.
4. Constructing and reconstructing public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto.
5. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, and the continued maintenance of those improvements.
6. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing.
7. Stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety, and welfare.
8. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service (including fiber optics), including aid to construction fees for gas, aid to construction fees for electric, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes, with related site improvements and appurtenances thereto.
9. Enhancement of public waterways through improvements that allow for greater public access.

10. Acquiring real estate or interests in real estate, including related right-of ways, necessary to accomplish the improvements enumerated in clauses 1 through 9.
11. Any on-going administrative expenses relating to the other public infrastructure improvements listed in this Attachment, including but not limited to engineering, architectural, legal, and other consulting and professional services.
12. All inspection fees and other governmental fees related to the foregoing.
13. Any other costs of public infrastructure improvements as permitted by law.



202401457

Anna Albi
Councilmember

May 20, 2024

MOTION

Creating Fund to Support Residential Sidewalk Repair

We MOVE that the City Administration provide a report within ninety (90) days on the feasibility of setting up a fund to support residential sidewalk repair. This report should include the current financial burden that homeowners face with repairing their sidewalks and potential sources of funding, including from the sale of the Cincinnati Southern Railway, that could support residents.

STATEMENT

Sidewalk quality is a critical piece of our pedestrian infrastructure, ensuring that all residents can move in a safe and accessible manner. Currently, property owners are responsible for repairing the sidewalk in front of their property which can disproportionately impact cost-burdened and low-income residents. Building off Motion #202401119 from Councilmember Seth Walsh, this motion focuses on how the city can support property owners in reducing their financial burden and ensure high-quality sidewalks for everyone in Cincinnati.

Anna Albi

Councilmember Anna Albi

Mass Joff

Scotty

Yvonne D. Orr

Seth Walsh
Jamichael Kearney

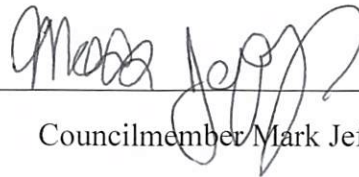


Mark Jeffreys
Councilmember

May 14, 2024

MOTION

WE MOVE that the Administration report back to Council in 60 days on the legal and financial implications of the proposed Charter amendment submitted on January 22, 2024 pertaining to Cincinnati's participation in its Metropolitan Planning Organization.



Councilmember Mark Jeffreys

YR Cal 5/22

10/1/2022

202401438

Date: May 22, 2024

To: Councilmember Mark Jeffreys
From: Emily Smart Woerner, City Solicitor *ESW*
Subject: **Emergency Ordinance - Honorary Street Name - Stanley J. Aronoff Way**

Transmitted herewith is an emergency ordinance captioned as follows:

DECLARING that Seventh Street between Walnut Street and Main Street shall hereby receive the honorary, secondary name of “Stanley J. Aronoff Way” in honor of Stanley J. Aronoff and in recognition of his contributions and dedication to the arts and his public service to the City of Cincinnati and the State of Ohio.

ESW/JRS(dmm)
Attachment
401399

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. _____ - 2024

DECLARING that Seventh Street between Walnut Street and Main Street shall hereby receive the honorary, secondary name of “Stanley J. Aronoff Way” in honor of Stanley J. Aronoff and in recognition of his contributions and dedication to the arts and his public service to the City of Cincinnati and the State of Ohio.

WHEREAS, Stanley J. Aronoff was born on June 8, 1932 in Cincinnati, grew up in the North Avondale neighborhood, and attend Walnut Hills High School; and

WHEREAS, Mr. Aronoff earned a bachelor’s degree from Harvard University and a law degree from Harvard Law School, after which he returned to Cincinnati to practice law at the firm established by his father, Irwin I. Aronoff, now known as Aronoff, Rosen, & Hunt, LPA; and

WHEREAS, in 1960, Mr. Aronoff was elected to the Ohio House of Representatives, serving six years in the House and then serving thirty years in the Ohio Senate; and

WHEREAS, Mr. Aronoff served as Chair of the Finance Committee for six years, as President pro temp from 1985-1988, and as Ohio Senate President from 1989-1996; and

WHEREAS, in addition to his public service, Mr. Aronoff was a champion for the arts in Cincinnati and the State of Ohio, including helping create the Ohio Arts Council in 1965; and

WHEREAS, Mr. Aronoff dedicated his time to the Cincinnati Association for the Arts, the Cincinnati Contemporary Arts Center, Cincinnati Playhouse in the Park, the Classical Music Hall of Fame, the Cincinnati Museum Center, along with many others; and

WHEREAS, in 1995, Mr. Aronoff assisted in securing funding and providing Cincinnati with the Stanley J. Aronoff Center for the Arts at Seventh Street and Walnut Street in downtown Cincinnati; and

WHEREAS, the Ohio Arts Council Board awarded Mr. Aronoff the Irma Lazarus Award for his public support of the arts in the City of Cincinnati and the State of Ohio; and

WHEREAS, in addition to the Aronoff Center, Mr. Aronoff is also named on the Aronoff Center for Design and Art at the University of Cincinnati and the Stanley J. Aronoff Laboratory of Biological Sciences at The Ohio State University; and

WHEREAS, Stanley J. Aronoff has made a lasting impact to the Cincinnati community and to the City of Cincinnati’s citizens, and his contributions and service to his constituents and the arts will long be remembered; now, therefore,

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

Section 1. That Seventh Street from Walnut Street to Main Street shall hereby receive the honorary, secondary name of “Stanley J. Aronoff Way” in honor of Stanley J. Aronoff’s public service and in recognition of his contributions and dedication to the arts in the City of Cincinnati and the State of Ohio.

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 Seventh Street from Walnut Street to Main Street as “Stanley J. Aronoff 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 family of Stanley J. Aronoff via the office of Councilmember Mark Jeffreys.

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