

Contract No: \_\_\_\_\_

## **FUNDING AGREEMENT**

*between the*

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

*and*

**URBAN SITES CAPITAL ADVISORS, LLC,**  
an Ohio limited liability corporation

Project Name:  
Design Services for 1400 Walnut Block Streetscape

(grant of Tax Increment Financing funds for design and engineering services to facilitate a future streetscape project for the portion of Walnut Street located north of E. 14th Street and south of E. Liberty Street in the Over-the-Rhine neighborhood)

Dated: \_\_\_\_\_

## FUNDING AGREEMENT

(Design Services for 1400 Walnut Block Streetscape)

This FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and **URBAN SITES CAPITAL ADVISORS, LLC**, an Ohio limited liability corporation, 1140 Main Street, Cincinnati, Ohio 45202 (“**Grantee**”).

### Recitals:

A. The City and LOCKARD, LLC (“Lockard”), an affiliate of Grantee, are parties to that certain a *Property Sale, Funding, and Development Agreement* dated December 24, 2025 (the “**Development Agreement**”) pursuant to which Lockard has committed to renovating several buildings and constructing a new structure connecting the existing buildings all on the real property located at 1422-1450 Walnut Street and 101 E. Liberty Street in Cincinnati’s Over-the-Rhine neighborhood (the “**Lockard Buildings**”) into approximately 125,000 square feet of residential space, consisting of 129 residential rental unit, and approximately 3,500 square feet of commercial space, for a total construction cost of \$29,222,975 to complete the revitalization of the Lockard Buildings (the “**Development**”).

B. Pursuant to the Development Agreement and in order to both assist in facilitating the Development and further the City’s goal of improving the economic and general well-being of the people in the Over-the-Rhine neighborhood of Cincinnati, the City agreed to:

- i. sell to Lockard formerly designated portions of public right-of-way including approximately 0.0012 acre portion of an unnamed alley perpendicular to Liberty Street, an approximately 0.0043 acre portion of Clay Street, and approximately 0.0100 acres of a portion of Liberty Street, all of which are to be consolidated with the Lockard Buildings parcels into a single parcel prior to commencing construction of the Development;
- ii. provide funding to Lockard in the form of two loans in the cumulative amount of \$3,700,000 from the District 4-Downtown OTR East District Incentive District to Lockard, all to facilitate the Development; and
- iii. provide a real property tax abatement for Lockard’s improvements to the Lockard Buildings pursuant to a *Community Reinvestment Area Tax Exemption Agreement* between the City and Lockard, dated \_\_\_\_\_, 20\_\_.

C. Grantee has informed the City that the Development has necessitated certain streetscape, pedestrian improvements, and other improvements to the public right-of-way work (the “**Streetscape Improvements**”) in the area immediately adjacent to the Lockard Buildings along the portion of Walnut Street located north of E. 14th Street and south of E. Liberty Street, which is more particularly depicted in Exhibit A (Site Plan) attached hereto (the “**Area**”).

D. The City, upon Grantee’s request and at the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), has agreed to provide Grantee with funds from the City’s District 4-Downtown/OTR East District Incentive District, as further described herein, for costs related to obtaining design and engineering services related to the Streetscape Improvements, all as further described in Exhibit B (Statement of Work and Budget) attached hereto (the “**Project**”) in an amount up to but not to exceed \$87,230 (the “**Funds**”).

E. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; in accordance with the provisions of applicable federal, state, and local laws and requirements; and is in accordance with the public purpose of upgrading streetscape and pedestrian infrastructure in the Area.

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

G. Execution of this Agreement on behalf of the City was authorized by Ordinance No. \_\_\_-202\_\_\_, passed by City Council on \_\_\_\_, 20\_\_, which appropriated the Funds for the Project. The City has determined that the portion of the Public Infrastructure Improvements to be paid for with the TIF Funds 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 4-Downtown/OTR East District Incentive District.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall end on the date on which Grantee has satisfied all obligations to the City under this Agreement (the “**Term**”).

2. **Project.** Subject to the terms of this Agreement, Grantee shall complete the Project, as more particularly described on Exhibit B, no later than June 30, 2026 (the “**Project Completion Date**”); *provided however*, upon Grantee’s written request and at the DCED Director’s sole and absolute discretion, the City may extend the Project Completion Date by up to 6 months by providing written notice to Grantee. Under no circumstances shall Grantee use insufficient funds as the justification for requesting an extension of the Project Completion Date.

3. **Amount and Terms of Grant.** Subject to the terms and conditions of this Agreement, the City agrees to provide the Grant to Grantee from City capital funds, in an amount not to exceed \$87,230.00 (the “**Funds**”). The Funds shall be used exclusively to pay for costs itemized on Exhibit A and for no other purpose. For the avoidance of doubt, Grantee shall not use any portion of the Funds to pay for any construction, the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. The City shall disburse the Funds as described in Exhibit B (*Disbursement of Funds*) hereto.

4. **Due Diligence Materials.** Grantee shall provide the below due diligence materials to the City (the “**Due Diligence Materials**”); *provided, however*, that the City, in its sole and absolute discretion, may waive the requirement for Grantee to provide one or more of the Due Diligence Materials. Once the Due Diligence Materials have been approved by the City, Grantee shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Prior to disbursement of any Funds, among other things, Grantee shall satisfy all conditions described below.

(A) **City Pre-approval of Architects; Contractors.** Grantee must present the City with a list of proposed architects, engineers, consultants, contractors, and subcontractors for the Project, none of whom shall be identified as being debarred on lists maintained by the City or by the federal or state governments, and any contractors and subcontractor Grantee desires to hire to perform work pursuant to this Agreement must be first approved in writing by the Director of DCED prior to the performances of any such work;

(B) **Preliminary Site Plans.** Grantee must present preliminary plans and specifications for the Project including, without limitation, the preliminary project site area that is consistent with the Area shown on Exhibit A (the “**Preliminary Plans**”);

(C) **Insurance.** Grantee must have delivered proof of insurance as required by this Agreement, naming the City as an additional insured;

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

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

5. **Project Commencement.**

(A) **Commencement.** Once the City has approved the Due Diligence Materials, Grantee shall enter into a contract with subcontractors if not previously executed and shall commence work on the Project. Grantee shall cause the Project to be completed in accordance with Exhibit B and in a good and workmanlike manner on or before the Project Completion Date.

(B) **Applicable Laws.** Grantee shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the work on the Project, including, without limitation, those set forth on Exhibit C (*Additional Requirements*) hereto. The City makes no representations or other assurances to Grantee that Grantee

will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, the City's Planning Department, the City's Department of Transportation and Engineering, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(C) Project Information. During the Term, Grantee shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

## 6. Insurance; Indemnity.

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

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

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

## 7. Default; Remedies.

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

(i) the dissolution, other than in connection with a merger, of Grantee, the filing of any bankruptcy or insolvency proceedings by Grantee, or the making by Grantee of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Grantee, the appointment of a receiver (temporary or permanent) for Grantee, the attachment of, levy upon, or seizure by legal process of Grantee, or the insolvency of Grantee, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

(ii) any failure of Grantee to perform or observe, or the failure of Grantee to cause to be performed or observed (if applicable), any obligation, duty, or responsibility under this Agreement, or any instrument executed by Grantee in favor of the City, in each case in connection with the Project, and failure by Grantee to correct such default within 30 days after Grantee's receipt of written notice thereof from the City. Notwithstanding the foregoing, if Grantee's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Grantee fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency.

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

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

To the City:  
Director, Dept. of Community and  
Economic Development  
City of Cincinnati  
805 Central Avenue, Suite 700  
Cincinnati, Ohio 45202

To Grantee:  
Urban Sites Capital Advisors, LLC  
1140 Main Street,  
Cincinnati, Ohio 45202  
Attention: Clare Healy, Development Director

If Grantee sends a notice to the City alleging that the City is in default under this Agreement, Grantee 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.

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

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

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

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

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

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

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

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

## **10. Reporting Requirements.**

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

(B) City's Right to Inspect and Audit. From and after the Effective Date and for a period of 3 years after the Project has been completed, Grantee shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Grantee's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Grantee to the City, Grantee shall reimburse the City for its documented out-of-pocket costs associated with such inspection or audit.

## **11. General Provisions.**

(A) Assignment. During the Term of this Agreement, Grantee shall not assign its rights or interests under this Agreement to a third party without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – *Site Plan*

Exhibit B – *Statement of Work and Budget*

Exhibit C – *Disbursement of Funds*

Exhibit D – *Additional Requirements* (incl. Addendum I to Additional Requirements Exhibit – *City's Prevailing Wage Determination*)

[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,**  
an Ohio municipal corporation

**URBAN SITES CAPITAL ADVISORS, LLC,**  
an Ohio limited liability corporation

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

By: \_\_\_\_\_  
Greg Olsen, CEO

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

Approved as to Form:

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

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

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

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

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

EXHIBIT A  
to Funding Agreement

Site Plan

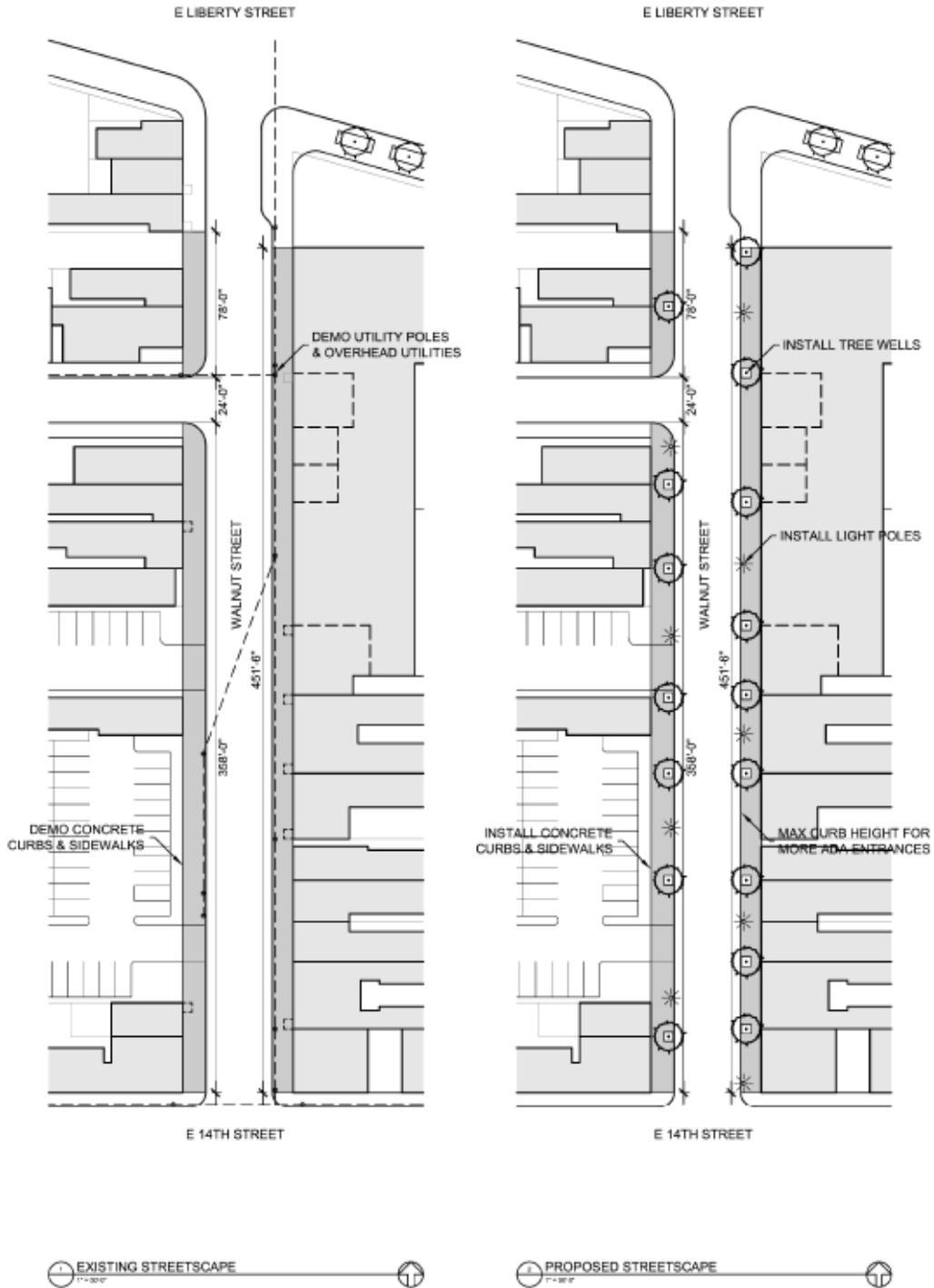


EXHIBIT B  
to Funding Agreement

*Statement of Work and Budget*

**I. STATEMENT OF WORK**

Grantee shall complete design and engineering services described in this Exhibit to the existing elements in the Area, as depicted in Exhibit A hereto. Such services are subject to approval by the Department of Transportation and Engineering (“**DOTE**”), and Grantee shall meet with, and cause all of its subcontractors for the Project, to meet with DOTE and DCED as each party may request from time to time to discuss Grantee’s progress on the Project.

In addition to the services outlined below, Grantee shall follow all conditions from Coordinated Site Review 25CIN-CSR-000011 and Coordinated Report 90-2024.

**Services:**

Grantee shall engage City Studios Architecture, Bayer & Becker, Advantage Structural Engineers, and Engineered Building Systems as subcontractors for the Project to perform and complete each of the respective services as outlined below:

- **Preliminary Pricing Package – City Studios Architecture:** Grantee shall cause the preliminary streetscape pricing for the Area to be prepared by the City-approved subcontractor(s) who will:
  - Prepare design drawings for the proposed streetscape,
  - Coordinate with DOTE, required utility agencies, and participate in providing documentation for proposed underground power work,
  - Coordinate the proposed elevations of the Lockard Buildings and other properties on Walnut Street, and
  - Lead inspections of all underground basement encroachments which will impact trees, lighting, and sidewalks.
  
- **Topographic and Boundary Survey – Bayer & Becker:**
  - Grantee shall prepare a Topographic Survey for the Area. The Topographic Survey shall be completed by using convention land survey methods. Grantee shall perform the fieldwork necessary to tie into and establish the existing boundary of the subject parcel. No monumentation shall be set. The boundary survey shall consist of research at the Hamilton County Engineers Office to gather deeds and plats to refine the property lines and right of ways.
  - The Topographic Survey shall provide existing contours at a 1-foot interval. Existing visible features of the site including pavement, structures, visible or as-marked (underground) utilities, trees, fences, and traffic features shall also be located. The Topographic Survey shall be limited to the subject parcel and shall extend beyond the boundary only as needed for clarity. Project Datum used shall be the North American Vertical Datum (NAVD) 1988, State Plane Coordinate System, Ohio South Zone (3402).
  - The Ohio Utility Protection Service (OUPS) will be notified to locate all public utilities surrounding the site. Utilities not visible from the surface (or marked in the field) that are shown on record drawings will be depicted on the drawings and labeled as “approximate.” Utilities not marked in the field, and not shown on record drawings, will not be shown on the drawings.
  - The fees provided do not include construction layout services. Grantee can submit a separate fee for this work, if needed.
  - If any permanent easements are needed for existing structures or proposed improvements, Grantee can submit a separate fee for that work (including preparation of a Coordinated Report).

- **Streetscape Improvement Plans Pricing Set – Bayer & Becker.**
  - Grantee shall coordinate with DOTE and DCED to prepare streetscape design documents for the proposed Streetscape Improvements, including the following:
    - Demolition Plan: showing all roadway items that are to be removed or salvaged and addressing how existing facilities shall be maintained during construction.
    - Layout and Materials Plan: showing new sidewalk, curb, street trees, traffic control sign locations, and parking meters (if needed). All materials to be proposed for the Area shall be consistent with those existing within the Over-the-Rhine neighborhood and shall be approved by DOTE.
    - Utility Plan: showing relocation of existing utility structures within the public right-of-way, and new site lighting.
      - Services include conversion of existing overhead utilities on Walnut Street to underground. Grantee shall coordinate with local utility providers to reflect this work on the drawings.
        - The project MEP shall provide electric drawings for new underground services to existing buildings affected by the Duke Energy overhead to underground conversion.
      - Grantee shall provide design plans acceptable to DOTE that describe: the location and specification for new street lights on the drawings, per DOTE standards.
    - Lighting Assessment District: Grantee shall coordinate with DOTE to establish a Lighting Assessment District for the Area, and shall deliver to DOTE the addresses of all properties impacted by such future district, in a medium acceptable to DOTE, in order sufficiently identify the property owners, notify the properties owners of their property's inclusion in the district, and to provide assessments values and letters for signature from the property owners consenting to the district and the assessment.
    - Photometric plans for the new street lights shall be provided by Engineered Building Systems to DOTE.
    - Grading Plan: showing spot elevations, scopes, and contours for new curb and sidewalks.
  - Grantee shall submit a Pricing Set to the City at approximately 75% Construction Documents stage.
  - Grantee assumes the existing curb alignment will remain and widening of the existing sidewalk is not part of the proposed services.
  - Grantee acknowledges that preparation of traffic signal plans are excluded from the scope of services. Grantee shall first coordinate with DOTE on any planned replacements to traffic poles and signals.

**Preliminary Pricing Package – Advantage Structural Engineers:**

Grantee shall prepare Construction Drawings of new structural slabs and infills of existing basement vault spaces that extend into the right-of-way or sidewalk, identifying the location of any such infills on the plans.

**Preliminary Pricing Package – Engineered Building Systems:**

Grantee shall deliver to DOTE site photometric plans and wiring diagrams for the new street lights for the Area, and provide utility coordination for impacted properties.

II. **BUDGET**

**Uses of Funds**

<b><i>Design and Engineering Service</i></b>	<b><i>Amount</i></b>
Preliminary Pricing Package – City Studios Architecture	\$16,800.00
Topographic and Boundary Survey – Bayer & Becker	\$13,200.00
Streetscape Improvement Plans Pricing Set – Bayer Becker	\$34,800.00
Preliminary Pricing Package – Advantage Structural Engineers	\$4,500.00
Preliminary Pricing Package – Engineered Building Systems	\$10,000.00
Contingency (at 10%)	\$7,930.00
<b>Total</b>	<b>\$87,230.00</b>

**Source of Funds**

<b><i>City Funds</i></b>	<b><i>Amount</i></b>
Downtown / OTR East TIF District	\$87,230.00
<b>Total</b>	<b>\$87,230.00</b>

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

EXHIBIT C  
to Funding Agreement

*Disbursement of Funds*

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

(i) The Due Diligence Materials have been provided to, and have been deemed satisfactory by the City, or have been waived by the City, each in its sole discretion;

(ii) Grantee has provided the City with evidence of insurance required under this Agreement;

(iii) Grantee has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the Project;

(iv) Work on the Project has commenced and is proceeding in accordance with this Agreement;

(v) Grantee has provided the City with such other documents, reports and information relating to the Project as the City has reasonably requested, including without limitation, the Due Diligence Materials; and

(vi) Grantee is not in default under this Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Grantee on a reimbursement basis. Grantee shall not be entitled to a disbursement of Funds to pay for costs incurred prior to [REDACTED], 2026]. Grantee shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the cost of construction, the acquisition of supplies, inventory, furniture, trade fixtures, or any other items of personal property, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Grantee shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Grantee may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Grantee's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete the Project. Grantee acknowledges that the obligation of the City to disburse the Funds to Grantee for the Project shall be limited to the Funds to be made available by the City under this Agreement. Grantee shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Grantee, to the extent such Funds have not been disbursed, shall terminate 30 days following the completion of the Project.

(C) Draw Procedure

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

(ii) Documentation. Each disbursement request shall include the following: For costs shown on the approved budget, Grantee shall submit a draw request form provided by the City, with the

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

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

EXHIBIT D  
to Funding Agreement

*Additional Requirements*

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Grantee is performing construction work for the City under a construction contract to which the City is a party, Grantee shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Grantee and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the

following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000

and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority.” To the extent Municipal Code Chapter 323 does not apply to this Agreement, Grantee is not subject to the various reporting requirements described in this Section (F).

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

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

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

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

Complaint of Wage Theft or Payroll Fraud, shall provide an “Amended Affidavit Regarding Wage Theft and Payroll Fraud” on a form prescribed by the city manager or his or her designee.

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

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

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

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

(N) Americans with Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

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

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

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

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

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

SEE ATTACHED

## DEI - Request for Wage Determination (Form 217)

### REQUEST FOR PROJECT WAGE DETERMINATION

**IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:**

**DEPARTMENT \***

DCED

**CONTACT PERSON \***

JUSTIN HALTER

**Phone # \***

(513)352-6241

**Email \***

JUSTIN.HALTER@CINCINNATI-OH.GOV

**Requested Date:**

01/16/2026

**Estimated Advertising Date:**

01/19/2026

**Estimated Bid Opening Date:**

01/26/2026

**Estimated Starting Date:**

02/02/2026

**CHOOSE SOURCE & WRITE IN THE FUND NUMBER**

**CITY**

Yes  No

**FUND \***

483

**STATE**

Yes  No

**FUND**

**FUND**

**COUNTY**

Yes  No

**FUND**

**FEDERAL**

Yes  No

**IS THIS PROJECT BEING COMPETIVLY BID?**

Yes  No

**PROJECT ACCOUNT NUMBER:**

TBD

**AMT. OF PUB. FUNDING \$: \***

\$87,230.00

**TOTAL PROJECT DOLLARS: \***

\$87,230.00

**NAME OF PROJECT (Maximum 100 Letters) \***

DESIGN SERVICES FOR 1400 WALNUT BLOCK STREETScape

**Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) \***

Streetscape Project (Architectural, Engineering, and Design Services).

**Project Location: (Include both the address and parcel number.) \***

1400 Block of Walnut Street (between E 14th Street and E Liberty Street).

**Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) \***

City of Cincinnati.

**Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) \***

Uses of Funds:

Design and Engineering Service: Amount

Preliminary Pricing Package – City Studios Architecture: \$16,800.00

Topographic and Boundary Survey – Bayer & Becker: \$13,200.00

Streetscape Improvement Plans Pricing Set – Bayer Becker: \$34,800.00

Preliminary Pricing Package – Advantage Structural Engineers: \$4,500.00

Preliminary Pricing Package – Engineered Building Systems: \$10,000.00

Contingency (at 10%): \$7,930.00

Total: \$87,230.00

Sources of Funds:

City Funds

Downtown/OTR East TIF District: \$87,230.00

**Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) \***

Project Scope to be Attached.

**Upload Supporting Documents (1)**

Supporting Documents

[DESIGN SERVICES FOR 1400 WALNUT BLOCK STREETScape PROJECT SCOPE.DOCX - Halter, Justin, 1/16/2026 10:44:08 AM](#)

**DEI USE ONLY**

**Assigned Number**  
61266597

**Dept Submitted Date**  
01/16/2026

**DEI Received Date**

**Original Assigned Number**

**Funding Guidelines:**

State       Federal       Prevailing Wage Will Not Apply

**Rates That Apply:**

Building       Heavy       Highway       Residential

**Decision Number:**

**Modification Number:**

**Publication Date:**

**Determination By:**

**Name \***  
JONAH JAMES

**Title**  
Development Manager

**Date \***  
01/16/2026

**Decision Summary: \***

This project is for design services only and does not include any construction work. Prevailing wage requirements only apply to public improvements involving construction work. Therefore, prevailing wage will not apply.

NOTE: Any changes to the scope or funding of the project will require revision to this determination.

**Director Approval Signature**  
LYDGIA SARTOR

**Director Approval Date**