City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, March 11, 2026 **2:00 PM** **Council Chambers, Room 300**

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Cincinnati Retirement System

1. 202600975 **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Mia Rivolta to the Cincinnati Retirement System for a term of four years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Female/)

Recommendation CONFIRM

Sponsors: Mayor

Lunken Airport Oversight & Advisory Board

2. 202600976 **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Dave Crockett to the Lunken Airport Oversight & Advisory Board for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

Workforce Council of Southwest Ohio Board of Directors

3. 202600977 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Bryan Wright to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

4. 202600978 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Jordan Vogel to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

5. 202600979 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Timothy Thorton to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/AA)

Recommendation CONFIRM

Sponsors: Mayor

6. 202600980 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Carol Sorenson-Williams to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Female/White)

Recommendation CONFIRM

Sponsors: Mayor

7. 202600981 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint John Thomas to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

8. 202600982 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Jesse Simmons to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/AA)

Recommendation CONFIRM

Sponsors: Mayor

9. 202600983 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Jennifer Roeder to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. Female/White)

Recommendation CONFIRM

Sponsors: Mayor

10. 202600984 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Asha Parker to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Female/AA)

Recommendation CONFIRM

Sponsors: Mayor

11. 202600985 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint

Shwetha Pai to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Female/South Asian)

Recommendation CONFIRM

Sponsors: Mayor

12. 202600986 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Rene McPherdan to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Female/AA)

Recommendation CONFIRM

Sponsors: Mayor

13. 202600987 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Rodney Hardin to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/AA)

Recommendation CONFIRM

Sponsors: Mayor

14. 202600988 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Brian Griffin to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

15. 202600989 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Shanel Gentry to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Female/AA)

Recommendation CONFIRM

Sponsors: Mayor

16. 202600998 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Chris Fridel the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

17. 202601004 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Catherine Fitzgerald the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

(Female/White)

Recommendation CONFIRM

Sponsors: Mayor

18. 202601010 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Mark Dierig the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/AA)

Recommendation CONFIRM

Sponsors: Mayor

19. 202601016 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Andrew Crum the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

20. 202601022 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Natasha Chesnut the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

21. 202601028 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Heather Boucher the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White)

Recommendation CONFIRM

Sponsors: Mayor

22. 202601032 **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Hope Arthur the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

MR. JEFFREYS

23. 202601065 **MOTION**, submitted by Councilmember Jeffreys, **WE MOVE** that the administration produce a report in the next 30 days on the following: Estimate the one-time cost to remove all blighted, broken parking meters (similar to the attached pictures) that are present across the city; Share any data on current parking revenue from those blighted, broken parking meters sports compared to the average parking revenue per spot. (STATEMENT ATTACHED)

Recommendation CLIMATE, CITY SERVICES & INFRASTRUCTURE COMMITTEE

Sponsors: Jeffreys

MS. KEARNEY

24. 202601062 **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** for the administration to prepare a report within 60 days on all City opportunities for workforce development including, but not limited to the Youth2Work Program, Career Pathways Initiative, Fire Cadets (youth), Police Cadets (youth), Buildings & Inspections Academy, internships with departments, and other opportunities. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Recommendation ECONOMIC & CULTURAL OPPORTUNITY COMMITTEE

Sponsors: Kearney

CITY MANAGER

25. 202600959 **REPORT**, dated 3/11/2026 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 A Bar Called Pup LLC, DBA A Bar Called Pup, 5932 Hamilton Ave. (#10011872-1, New, D-5J) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

26. 202600960 **REPORT**, dated 3/11/2026 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 M & P Gas Inc, DBA Fast Stop Mini Mart, 4501 W. 8th St. (#10009716-1, TRFO, C-1 C-2) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

27. 202600962 **REPORT**, dated 3/11/2026 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 Gill Restaurants LLC, DBA Maya India Restaurant, 4486 W. 8th St. (#10012447-1, New, D-3) [Objections: None]

Recommendation FILE

Sponsors: City Manager

28. 202600963 **REPORT**, dated 3/11/2026 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 Bader And Simon Foundation, DBA Bader And Simon, 1532 Race Street. (#10007485-2, New, D-5H) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

29. 202600994 **REPORT**, dated 3/11/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Girls on the Run (Spring).

Recommendation FILE

Sponsors: City Manager

30. 202601035 **REPORT**, dated 3/11/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for PTO Opening Day.

Recommendation FILE

Sponsors: City Manager

31. 202601037 **REPORT**, dated 3/11/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for South Records Showcase.

Recommendation FILE

Sponsors: City Manager

32. 202601039 **REPORT**, dated 3/11/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Flying Pig Marathon.

Recommendation FILE

Sponsors: City Manager

33. 202601041 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $288,535 from the Ohio Department of Health Get Vaccinated Ohio Public Health Initiative (ALN 93.268) to support activities that are designed to increase immunization rates among children under two years of age, school-aged children, and adolescents; and **AUTHORIZING** the Director of Finance to receive and deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

34. 202601042 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **AUTHORIZING** the transfer and appropriation of $114,948.92 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to existing capital improvement program project account no. 980x981x262534, “Fleet Replacements - Obsolete,” to acquire automotive and motorized equipment using proceeds from the sale and subrogation of obsolete automotive and motorized equipment.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

35. 202601043 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **AMENDING** Ordinance No. 43-2026 to update capital improvement program project account no. 981x256x262505, “Fleet Replacements,” to 980x981x262505, “Fleet Replacements,” to correct a project numbering error.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

36. 202601044 **REPORT,** dated 3/11/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Reds Opening Day Block Party.

Recommendation FILE

Sponsors: City Manager

37. 202601045 **REPORT**, dated 3/11/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Kids Opening Day Block Party.

Recommendation FILE

Sponsors: City Manager

38. 202601048 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC, an affiliate of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 1405 Clay Street in the Over-The-Rhine neighborhood of Cincinnati.

Recommendation HOUSING & GROWTH COMMITTEE

Sponsors: City Manager

39. 202601049 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC, an affiliate of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 527 E 13th Street in the Over-the-Rhine neighborhood of Cincinnati.

Recommendation HOUSING & GROWTH COMMITTEE

Sponsors: City Manager

40. 202601050 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a Second Amendment to Community Reinvestment Area Tax Exemption Agreement with Broadway Square I, LLC and Broadway Square I PL, LLC, affiliates of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 1108-1124 Broadway and 1206 East 12th Street in the Pendelton neighborhood of Cincinnati.

Recommendation HOUSING & GROWTH COMMITTEE

Sponsors: City Manager

41. 202601051 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **ESTABLISHING** new capital improvement program project account no.

980x203x262055, “ORT Sawyer Pt and Yeatman’s Cove Bike Trail - OKI Grant,” to provide grant resources for safety improvements to the Ohio River Trail through Sawyer Point and Yeatman’s Cove; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to $1,000,000 from the federal Transportation Alternatives (ALN 20.205) program, as awarded by the Ohio-Kentucky-Indiana Regional Council of Governments, to newly established capital improvement program project account no. 980x203x262055, “ORT Sawyer Pt and Yeatman’s Cove Bike Trail - OKI Grant”; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x262055, “ORT Sawyer Pt and Yeatman’s Cove Bike Trail - OKI Grant.”

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

42. 202601053 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Daffin Courtview LLC, thereby authorizing an twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 7 W. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 7,300 square feet of commercial space and approximately 25,000 square feet of residential space consisting of nineteen residential rental dwelling units, at a total construction cost of approximately $1,920,000.

Recommendation HOUSING & GROWTH COMMITTEE

Sponsors: City Manager

43. 202601064 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 3/11/2026, **EXTENDING** Interim Development Control Overlay District No. 89, “Data Centers” as an interim development control district for an additional nine months, pursuant to Chapter 1431, “Interim Development Control Overlay District Regulations,” of the Cincinnati Zoning Code.

Recommendation HOUSING & GROWTH COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

44. 202601046 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Annalese Cahill, Government Affairs, Government Relations Manager, 255 E Fifth Street, Suite 1900, Cincinnati, Ohio 45202. (ARTWORKS)

Recommendation FILE

Sponsors: Clerk of Council

45. 202601047 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Colleen Reynolds, Government Affairs, Partner, 255 E Fifth Street, Suite 1900, Cincinnati., Ohio 45202. (ARTWORKS)

Recommendation FILE

Sponsors: Clerk of Council

BUDGET, FINANCE & GOVERNANCE COMMITTEE

46. 202600970 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of $1,300 within the General Fund for Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

Recommendation PASS EMERGENCY

Sponsors: Kearney

47. 202600968 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation PASS EMERENCY

Sponsors: City Manager

48. 202600966 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation PASS EMERENCY

Sponsors: City Manager

49. 202600967 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the payment of $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

Recommendation PASS EMERENCY

Sponsors: City Manager

50. 202600969 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the City Manager to accept and appropriate a

donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

Recommendation PASS EMERENCY

Sponsors: City Manager

51. 202600972 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

Recommendation PASS EMERENCY

Sponsors: City Manager

52. 202600971 **ORDINANCE**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **MODIFYING** the provisions of Chapter 108, "Administrative Services,' of the Cincinnati Municipal Code ("CMC") by **REPEALING** Section 108-9, "Press Passes," to streamline the CMC and to express the City's support of open and accessible municipal government.

Recommendation PASS

Sponsors: Owens

53. 202600964 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 to provide resources for the acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $80,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development personnel operating budget account no. 523x164x7100 to provide staffing resources in support of the acquisition of real property in the Pleasant Ridge neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute

a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e).>

Recommendation PASS EMERENCY

Sponsors: City Manager

54. 202600991 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **ESTABLISHING** new permanent improvement program project account no. 758x162x261625, “YWCA Shelter Improvements,” to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the transfer of $200,000 from General Fund balance sheet reserve account no. 050x2582, “Housing and Economic Development Capital Project Reserve,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $200,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 758x162x261625, “YWCA Shelter Improvements,” to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the City Manager to expend $200,000 from permanent improvement program project account no. 758x162x261625, “YWCA Shelter Improvements,” to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; and **DECLARING** such expenditure to serve a public purpose.

Recommendation PASS EMERENCY

Sponsors: Kearney

55. 202600992 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, **AUTHORIZING** the transfer and appropriation of $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager’s office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap’s (“Center”) Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; **AUTHORIZING** the City Manager to expend $100,000 of existing resources from the City Manager’s Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center’s Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; and **DECLARING** that expenditures from the City Manager’s Office non-personnel operating budget account no. 050x101x7400 to support the Center’s Health Expo in 2026 and its numerous other impactful initiatives throughout the year are for a public purpose.

Recommendation PASS EMERENCY

Sponsors: Kearney

56. 202600973 **ORDINANCE (EMERGENCY)**, submitted by Councilmember Johnson, Vice Mayor Kearney and Councilmember James, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of $100,000 from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050; and **AUTHORIZIN**G the transfer and appropriation of $100,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 to the Avondale Film Festival.

Recommendation PASS EMERENCY

Sponsors: Johnson, Kearney and James

57. 202600974 **ORDINANCE (EMERGENCY),** submitted by Councilmember James, Vice Mayor Kearney and Councilmembers Johnson, Owens and Walsh, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of $490,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $420,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program; and **AUTHORIZING** the transfer and appropriation of $70,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

Recommendation PASS EMERENCY

Sponsors: James, Kearney, Johnson, Owens and Walsh

ANNOUNCEMENTS

Adjournment

202600975

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

APPOINTMENT

I hereby appoint Mia Rivolta to the Cincinnati Retirement System for a term of four years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202600976

AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

March 2026

APPOINTMENT

I hereby appoint Dave Crockett to the Lunken Airport Oversight & Advisory Board for a term of three years expiring. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202600977

March 2026

REAPPOINTMENT

I hereby reappoint Bryan Wright to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

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202600978

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Jordan Vogel to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202600979

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Timothy Thornton to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

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202600940

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Carol Sorenson-Williams to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

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AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202600981

March 2026

REAPPOINTMENT

I hereby reappoint John Thomas to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202600982

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Jesse Simmons to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202400983

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Jennifer Roeder to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

20260094

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Asha Parker to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202600945

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Shwetha Pai to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202600944

March 2026

REAPPOINTMENT

I hereby reappoint Rene McPherdan to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202600987

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Rodney Hardin to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202600948

March 2026

REAPPOINTMENT

I hereby reappoint Brian Griffin to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Shanel Gentry to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202600994

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Chris Fridel to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202601004

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Catherine Fitzgerald to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

20260010

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Mark Dierig to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

202601016

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Andrew Crum to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

20260322

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Natasha Chesnut to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202601024

March 2026

REAPPOINTMENT

I hereby reappoint Heather Boucher to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

801 Plum Street • Suite 150 • Cincinnati, Ohio 45202 • Phone: (513) 352-3250

AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

March 2026

REAPPOINTMENT

I hereby reappoint Hope Arthur to the Workforce Council of Southwest Ohio Board of Directors for a term expiring December 31st, 2027. This reappointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval

City of Cincinnati

801 Plum Street, Suite 356
Cincinnati, Ohio 45202

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

20260106

Jan-Michele Lemon Kearney
Vice Mayor

March 6, 2026

MOTION

WE MOVE for the administration to prepare a report within 60 days on all City opportunities for workforce development including, but not limited to the Youth2Work Program, Career Pathways Initiative, Fire Cadets (youth), Police Cadets (youth), Building & Inspections Academy, internships with departments, and other opportunities.

This report should not include traditional hiring to fill part-time or full-time positions with the City. Information requested in this report includes annual data from 2023-2025: department overseeing the particular program, number of participants in the program, age ranges of participants (*e.g.*, 40% under 18 y.o., 40% between 19 and 30 yo; 20% 30 yo and older), amount of funds spent on program, number of participants from each zip code involved, and any other information that the administration finds relevant.

The purpose of this request is to show what workforce development programs exist, whom are we serving, and how much are we spending on each program.

Jan-Michele Lemon Kearney

Vice Mayor Jan-Michele Lemon Kearney

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202600959

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 10011872-1
PERMIT TYPE: NEW
CLASS: D-5J
NAME: A BAR CALLED PUP LLC
DBA: A BAR CALLED PUP
5932 HAMILTON AVE
CINCINNATI OH 45224

As of today's date, the Buildings & Inspections Department has declined to comment on this investigation.

On February 5, 2026, the College Hill Forum was notified and do not object.

Police Department Recommendation
☐ Objection ☐ No Objection

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: March 20, 2026.

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202600960

Subject: **Liquor License – TRFO**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 10009716-1
PERMIT TYPE: TRFO
CLASS: C-1 C-2
NAME: M&P GAS INC
DBA: FAST STOP MINI MART
4501 W. 8TH ST
CINCINNATI OH 45238

As of today's date, the Buildings & Inspections Department has declined to comment on this investigation.

On February 5, 2026, the West Price Hill Community Council was notified and does object.

Police Department Recommendation
☐ Objection ☐ No Objection

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: March 27, 2026.

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202600962

Subject: **Liquor License – NEW**

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: 10012447-1
PERMIT TYPE: NEW
CLASS: D-3
NAME: GILL RESTAURANTS LLC
DBA: MAYA INDIA RESTAURANT
4486 W. 8TH ST
CINCINNATI OH 45238

As of today's date, the Buildings & Inspections Department has declined to comment on this investigation.

On February 5, 2026, the West Price Hill Community Council was notified and do not object.

Police Department Recommendation
☐ Objection ☐ No Objection

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: March 20, 2026.

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202600963

Subject: **Liquor License – NEW**

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 10007485-2
PERMIT TYPE: NEW
CLASS: D-5H
NAME: BADER AND SIMON FOUNDATION
DBA: BADER AND SIMON
1532 RACE STREET
CINCINNATI OH 45202

As of today's date, the Buildings & Inspections Department has declined to comment on this investigation.

On February 5, 2026, the Over-the-Rhine Chamber of Commerce was notified and do not object.

Police Department Recommendation
☐ Objection ☐ No Objection

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: March 27, 2026.

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 3/11/2026

202600994

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Girls on the Run)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Girls on the Run) 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:	Girls on the Run (Spring)
EVENT SPONSOR/PRODUCER:	Girls on the Run Cincinnati
CONTACT PERSON:	John LaVelle
LOCATION:	Yeatman's Cove and Banks area
DATE(S) AND TIME(S):	5/9/2026 730 AM to 12 PM
EVENT DESCRIPTION:	5K Run to support the GOTR Mission. The GOTR Mission is to inspire girls to be joyful, healthy, and confident using a fun, experience-based curriculum that creatively integrates running.
ANTICIPATED ATTENDANCE:	3000
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2026

202601035

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: PTO Opening Day**

In accordance with Cincinnati Municipal Code, Chapter 765; Kenyatta Smith 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:	PTO Opening Day
EVENT SPONSOR/PRODUCER:	Kenyatta Smith
CONTACT PERSON:	Kenyatta Smith
LOCATION:	1112 Clay Street
DATE(S) AND TIME(S):	3/26/26 2pm to 7pm
EVENT DESCRIPTION:	P.T.O Reds Opening Day Block Party located on Clay st. a free community celebration from 2pm to 7pm with food trucks, vendors and live music by DJ Vader .
ANTICIPATED ATTENDANCE:	400

ALCOHOL SALES: ☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: Kenyatta Smith

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 03/11/2026

To: Mayor and Members of City Council 202601037

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: South Records Showcase**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	South Records Showcase
EVENT SPONSOR/PRODUCER:	Culture House Records LLC | Dreaming of the Island LLC
CONTACT PERSON:	Phil Sereda
LOCATION:	Eden Park
DATE(S) AND TIME(S):	05/09/2026 1:00pm—05/09/2026 10:00pm
EVENT DESCRIPTION:	Record Label Showcase
ANTICIPATED ATTENDANCE:	750
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: Culture House Records LLC | Dreaming of the Island LLC

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601039

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Flying Pig Marathon)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Pig Works) 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:	Flying Pig Marathon
EVENT SPONSOR/PRODUCER:	Pig Works
CONTACT PERSON:	Jeanette Kiely
LOCATION:	5 W. Mehring Way
DATE(S) AND TIME(S):	5/1/2026 7:00PM to 9:00PM 5/2/2026 7:00AM to 3:00PM 5/3/2026 6:00AM to 3:00PM
EVENT DESCRIPTION:	Road race for charity, multiple race distances
ANTICIPATED ATTENDANCE:	42,000
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

202601041

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Health: Ohio Department of Health (ODH) Get Vaccinated Ohio Public Health Initiative Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $288,535 from the Ohio Department of Health Get Vaccinated Ohio Public Health Initiative (ALN 93.268) to support activities that are designed to increase immunization rates among children under two years of age, school-aged children, and adolescents; and **AUTHORIZING** the Director of Finance to receive and deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to $288,535 from the Ohio Department of Health Get Vaccinated Ohio Public Health Initiative (ALN 93.268) to support activities that are designed to increase immunization rates among children under two years of age, school-aged children, and adolescents. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

If awarded, the Cincinnati Health Department may participate in grant-funded activities such as conducting immunization assessments, implementing targeted reminder and recall systems, identifying disparities in immunization coverage, providing educational activities and outreach, supporting school vaccination programs and reporting compliance, and promoting the vaccination of high-risk infants exposed to Hepatitis B.

There are no new FTEs/full time equivalents associated with this grant and no local match is required. The Cincinnati Health Department intends to submit a grant application by March 2, 2026 in order to meet the grant application deadline, but no grant funds will be accepted without approval from the City Council.

Increasing immunization rates among children and adolescents, reducing health disparities, and preventing the spread of vaccine-preventable diseases is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" as described on pages 181-191 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $288,535 from the Ohio Department of Health Get Vaccinated Ohio Public Health Initiative (ALN 93.268) to support activities that are designed to increase immunization rates among children under two years of age, school-aged children, and adolescents; and **AUTHORIZING** the Director of Finance to receive and deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

WHEREAS, a grant of up to $288,535 is available from the Ohio Department of Health Get Vaccinated Ohio Public Health Initiative (ALN 93.268) to support efforts to increase immunization rates in children under two years of age, school-aged children, and adolescents throughout Cincinnati; and

WHEREAS, if awarded, the Cincinnati Health Department may participate in grant-funded activities such as conducting immunization assessments, implementing targeted reminder and recall systems, identifying disparities in immunization coverage, providing educational activities and outreach, supporting school vaccination programs and reporting compliance, and promoting the vaccination of high-risk infants exposed to Hepatitis B; and

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

WHEREAS, the City has already submitted a grant application to meet the March 2, 2026 grant application deadline, but no grant funds will be accepted without authorization from Council; and

WHEREAS, increasing immunization rates among children and adolescents, reducing health disparities, and preventing the spread of vaccine-preventable diseases is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" as described on pages 181-191 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 $288,535 from the Ohio Department of Health Get Vaccinated Ohio Public Health Initiative (ALN 93.268) to support activities that are designed to increase immunization rates among children under two years of age, school-aged children, and adolescents.

Section 2. That the Director of Finance is authorized to receive and deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

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

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

202601042

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Department of Public Services (DPS): Appropriation of Obsolete Fleet Sales and Subrogation Proceeds**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer and appropriation of $114,948.92 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to existing capital improvement program project account no. 980x981x262534, "Fleet Replacements – Obsolete," to acquire automotive and motorized equipment using proceeds from the sale and subrogation of obsolete automotive and motorized equipment.

This Emergency Ordinance authorizes the transfer and appropriation of $114,948.92 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to existing capital improvement program project account no. 980x981x262534, "Fleet Replacements – Obsolete," to acquire automotive and motorized equipment using proceeds from the sale and subrogation of obsolete automotive and motorized equipment.

Between November 2025 and January 2026, the Department of Public Services collected $114,948.92 from the disposal or auction of obsolete equipment and from subrogation payments for damage to City vehicles, all of which was deposited into Miscellaneous Permanent Improvement Fund 757. The City can use this funding to acquire new or replacement automotive and motorized equipment necessary for the City's fleet.

Acquiring new or replacement equipment using proceeds from the sale and subrogation of obsolete automotive and motorized equipment is in accordance with the "Sustain" goal to "[m]anage our financial resources" as described on pages 199-204 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to acquire necessary automotive and motorized equipment for the City's fleet.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

JWF

- 2026

AUTHORIZING the transfer and appropriation of $114,948.92 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to existing capital improvement program project account no. 980x981x262534, "Fleet Replacements – Obsolete," to acquire automotive and motorized equipment using proceeds from the sale and subrogation of obsolete automotive and motorized equipment.

WHEREAS, between November 2025 and January 2026, the Department of Public Services collected $114,948.92 from the disposal or auction of obsolete equipment and from subrogation payments for damage to City vehicles, all of which was deposited to Miscellaneous Permanent Improvement Fund 757; and

WHEREAS, the City can use this funding to acquire new or replacement automotive and motorized equipment necessary for the City's fleet; and

WHEREAS, acquiring new or replacement equipment using proceeds from the sale and subrogation of obsolete automotive and motorized equipment is in accordance with the "Sustain" goal to "[m]anage our financial resources" as described on pages 199-204 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 $114,948.92 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to existing capital improvement program project account no. 980x981x262534, "Fleet Replacements – Obsolete," is authorized.

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 acquire necessary automotive and motorized equipment for the City's fleet.

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council 202601043

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Budget: Amend Ordinance No. 0043-2026**

Attached is an Emergency Ordinance captioned:

> **AMENDING** Ordinance No. 43-2026 to update capital improvement program project account no. 981x256x262505, "Fleet Replacements," to 980x981x262505, "Fleet Replacements," to correct a project numbering error.

Ordinance No. 0043-2026, passed by the City Council on February 19, 2026, which allocated resources for Fleet replacements, contained an error in the capital improvement program account number which needs to be corrected. This Emergency Ordinance would amend Ordinance No. 0043-2026 to change capital improvement program project account no. 981x256x262505, "Fleet Replacements," to 980x981x262505, "Fleet Replacements." All other terms of Ordinance No. 0043-2026 not amended here remain in full force and effect.

The reason for the emergency is the immediate need to correct the project numbering error in Ordinance No. 43-2026.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

AEP

- 2026

AMENDING Ordinance No. 43-2026 to update capital improvement program account no. 981x256x262505, "Fleet Replacements," to 980x981x262505, "Fleet Replacements," to correct a project numbering error.

WHEREAS, on February 19, 2026, Council passed Ordinance No. 43-2026 which transferred and appropriated funds to capital improvement program project account no. 981x256x262505, "Fleet Replacements"; and

WHEREAS, this account number is incorrect and must be updated to 980x981x262505, "Fleet Replacements"; now, therefore,

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

Section 1. That Section 4 of Ordinance No. 43-2026, passed by Council on February 17, 2026, is amended as follows:

> Section 4. That $1,006,417 is transferred and appropriated from the unappropriated surplus of General Fund 050 to capital improvement program project account no. ~~981x256x262505, "Fleet Replacements,"~~ 980x981x262505, "Fleet Replacements," to provide resources for additional replacement fleet vehicles.

Section 2. That all terms of Ordinance No. 43-2026 not amended in this ordinance remain in full force and effect.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to correct the project numbering error in Ordinance No. 43-2026.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

_____
Deletions are indicated by strikethrough; additions are indicated by underline.

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 3/11/2026

202601044

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Reds Opening Day Block Party)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Cincinnati Reds Community Fund) 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:	Reds Opening Day Block Party
EVENT SPONSOR/PRODUCER:	Cincinnati Reds Community Fund
CONTACT PERSON:	Matthew Wagner
LOCATION:	On Freedom Way at the Banks
DATE(S) AND TIME(S):	3/26/2026 11AM to 5PM
EVENT DESCRIPTION:	Street party in celebration of Cincinnati Reds Opening Day, this event will be used as a fundraiser for the Reds Community Fund's P&G Cincinnati Reds Youth Academy.
ANTICIPATED ATTENDANCE:	10,000
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (Cincinnati Reds Community Fund)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 3/11/2026

To: Mayor and Members of City Council 202601045

From: Sheryl M. M. Long, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Kids Opening Day Block Party)**

In accordance with Cincinnati Municipal Code, Chapter 765; (The Cincinnati Reds, LLC) 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:	Kids Opening Day Block Party
EVENT SPONSOR/PRODUCER:	The Cincinnati Reds, LLC
CONTACT PERSON:	Ash Popour
LOCATION:	100 Joe Nuxhall Way
DATE(S) AND TIME(S):	3/28/2025 10:30am to 1:30pm
EVENT DESCRIPTION:	We will have the players and coaches of the 2026 Reds team walk a red carpet to wave, sign autographs, and toss soft baseballs to fans..
ANTICIPATED ATTENDANCE:	1,500

ALCOHOL SALES: ☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager 202601048

Subject: **Ordinance – Approving and Authorizing a Historic CRA Extension with SoLi Interests LLC**

Attached is an Ordinance captioned:

> **APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC, an affiliate of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 1405 Clay Street in the Over-The-Rhine neighborhood of Cincinnati.

BACKGROUND/CURRENT CONDITIONS

1405 Clay Street is a mixed use commercial and residential development with four (4) residential units and one (1) commercial space, located at 1405 Clay Street in the Over-the-Rhine neighborhood of Cincinnati. It was renovated in 2016 and received a 12-year CRA property tax abatement, effective through 2027. These buildings are of historic significance, and are, therefore, eligible to have the abatement extended up to an additional ten years under Ohio Revised Code (ORC). Section 3736.36(D)(1). The attached ordinance extends the abatement for an additional ten years—the maximum allowed under the above cited section of the ORC. The property does not presently have any income restrictions for its rental units.

AFFORDABILITY COMMITMENT

The Administration was approached by the property owner, who requested a ten-year extension based on historic requirements. As a condition of the extension, the property owner has committed to holding one (1) of the units to qualifying households with a household income that is at or below 80% Area Median Income.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance, based on the property owner's affordability commitment.

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

APPROVING AND AUTHORIZING the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC, an affiliate of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 1405 Clay Street in the Over-the-Rhine neighborhood of Cincinnati.

WHEREAS, pursuant to Ordinance No. 10-2015, passed by Council on January 22, 2015, the City entered into a certain Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC (together with its successors and assigns, the "Company"), dated February 18, 2015 (the "Agreement"), which provides for a 100 percent real property tax exemption for the value of improvements to real property located at 1405 Clay Street in the Over-the-Rhine neighborhood of Cincinnati, as more particularly described in the Agreement, for twelve years (the "Original Term"); and

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.67(D)(1), the City may extend a period of exemption from real property taxation for up to ten years (an "Historic Extension") if the property is a structure of historical or architectural significance, is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and the residential units within the structure have been leased to individual tenants for at least five consecutive years (the "Extension Requirements"); and

WHEREAS, the Company has represented to the City that the Property satisfies the Extension Requirements and is eligible for an Historic Extension, and has requested that the City grant an extension of the real property tax exemption, for a total exemption term not to exceed 22 years; and

WHEREAS, the Company has committed to lease and make available one of the residential units on the Property to families at or below eighty percent of the Area Median Income, as established by the U.S. Department of Housing and Urban Development, and as may be updated from time to time (the "Affordability Requirements"), upon the terms and conditions more particularly described in the draft First Amendment to Community Reinvestment Area Tax Exemption Agreement attached as Attachment A hereto (the "Amendment"); and

WHEREAS, in consideration of the Company's agreement to comply with the Affordability Requirements, and provided that the Company satisfies the Extension Requirements and the other terms of the Agreement, as amended by the Amendment, the City desires to provide for an Historic Extension of up to ten years; and

WHEREAS, the Property is located within the Cincinnati City School District and, as required by the Agreement, the Company entered into a certain Payment in Lieu of Taxes

Agreement dated April 27, 2015, pursuant to which the Company agreed to pay the Board of Education of the Cincinnati City School District (the "Board of Education"), amounts equal to 25 percent of the exempt real property taxes during the Original Term; and

WHEREAS, the Board of Education, pursuant to that certain Tax Incentive Agreement with the City effective as of April 28, 2020 (as may be amended, the "2020 Board of Education Agreement"), has approved exemptions of up to 100 percent of Community Reinvestment Area projects authorized by Council beginning in 2020, 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 2020 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 during the term of the Historic Extension; and

WHEREAS, the City's Department of Community and Economic Development estimates that, during the Historic Extension, the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately $10,643; now, therefore,

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

Section 1. That Council authorizes the City Manager:

(a) to execute an amendment to a certain Community Reinvestment Area Tax Exemption Agreement between the City of Cincinnati (the "City") and SoLi Interests LLC (together with its successors and assigns, the "Company"), dated February 18, 2015 (the "Agreement"), in substantially the form of Attachment A to this ordinance (the "Amendment"), authorizing the extension of the real property tax exemption provided by the Agreement by up to ten additional years, relating to real property located at 1405 Clay Street in the Over-the-Rhine neighborhood of Cincinnati, which property is more particularly described in the Agreement, provided the Company satisfies certain conditions as described in the Agreement, as amended by the Amendment, including compliance with all statutory requirements;

(b) 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

(c) to take all necessary and proper actions to fulfill the City's obligations under the Agreement, as amended by the Amendment.

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Contract No. 55x2015-253

FIRST AMENDMENT
to
Community Reinvestment Area Tax Exemption Agreement

THIS FIRST AMENDMENT TO COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT (this "Amendment") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), and **SOLI INTERESTS LLC**, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 119-2007 on March 28, 2007, 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. The City and the Company are parties to a *Community Reinvestment Area Tax Exemption Agreement* dated February 18, 2015 (the "Agreement"), pertaining to the remodeling of an existing building located at 1405 Clay Street in the Over-The-Rhine neighborhood of Cincinnati as more particularly identified therein (the "Property") into four residential units and one commercial space on the terms and conditions of the Agreement as more particularly described therein (the "Project"), which Project was to be completed no later than December 31, 2015. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

C. The Company completed the Improvements to the Property as required by the terms of the Agreement.

D. Pursuant to the Statute, and more particularly Ohio Revised Code ("ORC") Section 3735.67(D)(1), a legislative authority may extend a period of exemption from real property taxation for up to 10 years if the property is a structure of historical or architectural significance, is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and the residential units within the structure have been leased to individual tenants for 5 consecutive years.

E. The Company has represented to the City that the Property satisfies the aforementioned criteria and is eligible for an extension of real property tax exemption under ORC Section 3735.67(D)(1), and has requested the City grant an extension of the real property tax exemption, which was initially for a period of 12 years.

F. The City, upon the recommendation of the Department of Community and Economic Development, is willing to amend the Agreement to extend the real property tax exemption provided under the Agreement for a period of 10 years in consideration of the Company's commitment to lease and make available one (1) of the residential units on the Property to families at or below 80% Area Median Income ("AMI") for Cincinnati, as established by the U.S. Department of Housing and Urban Development, and as may be updated from time to time, all as further described herein. The City is agreeable to doing so on and subject to the terms and conditions of this Amendment.

G. Following the execution of the Agreement, the City and the Board of Education entered into that certain *Tax Incentive Agreement*, executed on April 28, 2020, pursuant to which the Board of Education approved exemptions of up to 100% of Community Reinvestment Area projects on and after April 28, 2020, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

H. Execution of this Amendment was authorized by Ordinance No. ___-____, passed by City Council on _____, ____.

NOW, THEREFORE, the parties agree as follows:

1. Board of Education of the Cincinnati School District. Recital L. and Recital M. are hereby deleted and replaced with the following:

L. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to an agreement with the City entered into on July 2, 1999 (as amended), and that certain *Tax Incentive Agreement*, effective as of April 28, 2020, has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

M. The Company has entered into an agreement with the Board of Education for the Initial Term (as defined below), which requires the Company to pay the Board of Education amounts equal to 25% 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 "1999 Board of Education Agreement"). The Company will enter into an agreement with the Board of Education for the term of the Historic Extension (as defined below), which will require the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "2020 Board of Education Agreement"). The 1999 Board of Education Agreement and the 2020 Board of Education Agreement are collectively referred to herein as the "Board of Education Agreement".

2. Reporting. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 17. Annual Review and Report; Affordability Reporting Requirements.

A. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) 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.

B. Affordability Reporting Requirements. In addition to the Annual Review and Report, commencing on March 1, 2028, and continuing each year thereafter, the Company shall verify its continued compliance with the affordability terms contained in Exhibit C (*Affordability Requirements*) hereto, by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for any households occupying the Affordable Unit. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

3. Certification as to Non-Debarment. The following new Section 35 shall be added and incorporated into the Agreement:

Section 35. 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.

4. Wage Enforcement. The following new Section 36 shall be added and incorporated into the Agreement:

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.

5. Legal Requirements. The following new Section 37 shall be added and incorporated into the Agreement:

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.

6. Affordability Requirements. The following new Section 38 shall be added and incorporated into the Agreement:

Section 38. Affordability Requirements. The Company shall lease and make available one (1) unit on the Property (the "Affordable Unit") to qualifying households with a household income that is at or below 80% Area Median Income ("AMI") for comparably sized households (the "Affordability Requirements") for a period beginning on January 1, 2027, and continuing through the end of the abatement period provided pursuant to this Agreement, including the term of the Historic Extension (the "Affordability Period"). During the Affordability Period, the Company shall: (i) maintain the Affordable Unit and the Property as decent, safe, and sanitary housing in good repair and in compliance with all City of Cincinnati Building Code requirements, (ii) lease the Affordable Unit to qualifying households at affordable rents in accordance with those requirements set forth in Exhibit C, and (iii) comply with all other Affordability Requirements set forth in Exhibit C. The Company shall execute an affidavit of facts relating to title memorializing the Company's commitment to abide by the Affordability Requirements in the form of Exhibit D (*Form of Affidavit*) hereto (the "Affordability Affidavit"), or in such other form as may be required by the City. The Affordability Affidavit shall be recorded at the Company's sole expense with a copy delivered to the City within 3 days of recording.

7. Historic Extension. The following new Section 39 shall be added and incorporated into the Agreement:

Section 39. Historic Extension. The parties acknowledge that the Company is eligible for an extension of the abatement term because of the historical significance of the Property for up to ten years pursuant to the Statute, as may be amended from time to time, based upon the Company's representations that the Property (a) is a structure of historical or architectural significance, (b) is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and (c) has residential units within the structure located thereon that have been leased to individual tenants for at least 5 consecutive years. Based upon the Company's aforementioned representations and the City's review of documentation evidencing compliance with the Statute, following the end of the initial abatement term provided pursuant to this Agreement (the "Initial Term"), the City approves the 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 an additional period of 10 years (the "Historic Extension"), provided that the Company has entered into the 2020 Board of Education Agreement. Notwithstanding the last sentence of Section 2 hereof,

no exemption shall extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 22nd year of exemption (being the 10th year of the Historic Extension).

8. General Indemnity. The following new Section 40 shall be added and incorporated into the Agreement:

Section 40. General Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Company 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 the Company, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of the Company in connection with the Project. The Company's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

9. Exhibits. Exhibit C (*Affordability Requirements*) and Exhibit D (*Form of Affidavit*) attached hereto, are hereby incorporated into and made a part of the Agreement and, on and after the Effective Date hereof, shall be deemed to be Exhibit C and Exhibit D for all purposes of the Agreement.

10. General Provisions.

(A) Release. In consideration of the City's execution of this Amendment, the Company hereby waives any and all defaults or failures to observe or perform any of the City's obligations under the Agreement and any other liability of any kind on the part of the City to the extent any such default, failure or liability occurred or arose before the Effective Date of this Amendment.

(B) Ratification. All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Agreement, as amended hereby, is hereby ratified and reaffirmed by the parties.

(C) Counterparts; Electronic Signatures. This Amendment 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 Amendment may be executed and delivered by electronic signature.

[*Signature Page Follows*]

Executed by the parties on the dates indicated below, effective as of the latest of such dates (the "**Effective Date**").

CITY OF CINCINNATI

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

Date:_____, 2026

SOLI INTERESTS LLC,
an Ohio limited liability company

By: _____
Name:_____
Title:_____

Date:_____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit C

Affordability Requirements

The Company shall abide by the following requirements during the Affordability Period:

1. Maintenance. Throughout the Affordability Period, the Company shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of the Cincinnati Building Code, and any other applicable laws, as demonstrated by an on-site inspection which shall occur upon written request by the City and shall keep all Affordable Units available for rent during that period (except between tenancies when the Affordable Unit is not currently rented or occupied and for such reasonable periods of time as may be necessary to allow the Company to perform maintenance on such units otherwise required under this Section 1, but in any event not longer than one month without the prior written approval of the Director of DCED). The Company shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. The Company shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Reserved.

3. Leasing of Affordable Units to Qualifying Households. Throughout the Affordability Period, the Company shall ensure that all the completed Affordable Units at the Property are leased to households with an annual household income (as defined in 24 CFR 5.609) that is equal to or below the applicable area median income limits set forth in this Agreement.

4. Income Recertification.

(A) Verification Procedure. The Company shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant. On an annual basis, the Company shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds the applicable income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% AMI must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income. If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as an Affordable Unit as long as the Company fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, the Company shall comply with, and shall cause each tenant to comply with, all other City verification and compliance reporting requirements.

5. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. The Company shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance with Chapter 5321 of the Ohio Revised Code and Chapter 871 of the Cincinnati Municipal Code and shall submit its form of written rental agreement to the City on an annual basis, in accordance with its reporting requirements under this Agreement. The written rental agreement shall not contain any of the prohibited lease terms specified in Section 5321.13 of the

Ohio Revised Code. The Company shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Company (or the Company's property management entity); maintained in the Company's files and submitted to the City along with the *Tenant Profile Income Verification Form*.

(B) Limited Termination; Notice Requirements. The Company may not terminate the tenancy or refuse to renew the lease of a tenant except for (i) serious or repeated violation of the terms and conditions of the rental agreement, or (ii) with the prior written consent of the Director of DCED, in order to accommodate maintenance otherwise required under Section 1 above. The Company must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent the Company from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that the Company has complied with the rent limitations of Section 7. To terminate or refuse to renew tenancy for any household occupying an Affordable Unit, the Company must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

6. Documentation. At the time of executing an initial lease agreement with a tenant of an Affordable Unit, the Company shall collect documentation of family size and household income from tenants of all of the Affordable Units in order to document compliance with the affordability requirements herein. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time. The Company is also responsible for ensuring that the lease terms for Affordable Units at all times comply with the Affordability Requirements. The Company shall provide documentation to the City demonstrating compliance with the Affordability Requirements in accordance with this Agreement.

7. Rent Limitation. The Company shall not charge rent to any tenant occupying an Affordable Unit that exceeds 30% of the annual income of a family whose annual income equals 80% of the median income for the Cincinnati metropolitan area, as determined and established by the U.S. Department of Housing and Urban Development, with adjustments for the number of bedrooms in the unit.

8. Project Occupancy. The Company shall use its best efforts to ensure all Affordable Units are occupied by eligible, qualifying households on or before the commencement of the Affordability Period and submit information to the City on its efforts to fill such units for qualifying households.

9. Condominium Conversion. During the Affordability Period, the Company shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

10. Third-Party Beneficiaries. The Company and the City acknowledge that the tenants of the Affordable Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against the Company; *provided however*, nothing herein shall permit the City and the Company from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of Affordable Units and no City liability or obligations to tenants of Affordable Units is intended to be created by this section. The Company shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of an Affordable Unit in connection with enforcement of the Affordability Requirements.

Exhibit D

Form of Affidavit

SEE ATTACHED

_____ space above for Recorder's office_____

AFFIDAVIT OF FACTS RELATING TO TITLE

(*memorializing the Affordability Requirements contained in a Community Reinvestment Area Tax Exemption Agreement between the City of Cincinnati and SOLI Interests, LLC*)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The undersigned affiant, _____, the _____ of SOLI Interests, LLC (the "**Company**"), and on behalf of the Company, being first duly cautioned and sworn, deposes and says that:

1. The Company has entered into that certain *Community Reinvestment Area Tax Exemption Agreement* with the City of Cincinnati (the "**City**") dated February 18, 2015, as amended by that certain *First Amendment to Community Reinvestment Area Tax Exemption* dated _____, 2026 (as amended and as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), pertaining to the remodeling of the property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

2. Pursuant to the terms of the Agreement, the Company agreed to hold the Property upon the following terms for a period beginning on January 1, 2026, and continuing until the end of the term of the Agreement and corresponding abatement period, with occupancy of the residential units to decent, safe, and sanitary occupancy standards, as more particularly described on Exhibit B (*Affordability Requirements*) hereto (the "**Affordability Restrictions**").

3. The Company executes this Affidavit for the purpose of memorializing the existence of the Agreement and providing notice that successors in interest to the Property may be subject to the Affordability Restrictions while the abatement provided for pursuant to the Agreement remains in place.

SIGNATURE PAGE FOLLOWS

Executed on the date of acknowledgment set forth below.

COMPANY:

SOLI INTERESTS, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of SOLI INTERESTS, LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public
My Commission Expires: _____

Approved as to Form:

_____
Assistant City Solicitor

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

Exhibit A
to Affidavit of Facts Relating to Title

Legal Description

Property Address: **1405 Clay Street, Cincinnati, Ohio 45202**

Auditor Parcel No.: **080-0001-0147**

Situate in the City of Cincinnati, County of Hamilton, State of Ohio, and being more particularly described as follows: Part of Outlot No. 29, beginning at the northwest corner of Clay and Allison Streets (now 14th Street) thence west on Allison Street twenty (20) feet and extending back same width seventy (70) feet along the West side of Clay Street.

Exhibit B
to Affidavit of Facts Relating to Title

Affordability Requirements

The Company shall abide by the following requirements during the Affordability Period:

1. Maintenance. Throughout the Affordability Period, the Company shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of the Cincinnati Building Code, and any other applicable laws, as demonstrated by an on-site inspection which shall occur upon written request by the City and shall keep all Affordable Units available for rent during that period (except between tenancies when the Affordable Unit is not currently rented or occupied and for such reasonable periods of time as may be necessary to allow the Company to perform maintenance on such units otherwise required under this Section 1, but in any event not longer than one month without the prior written approval of the Director of DCED). The Company shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. The Company shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Reserved.

3. Leasing of Affordable Units to Qualifying Households. Throughout the Affordability Period, the Company shall ensure that all the completed Affordable Units at the Property are leased to households with an annual household income (as defined in 24 CFR 5.609) that is equal to or below the applicable area median income limits set forth in this Agreement.

4. Income Recertification.

(A) Verification Procedure. The Company shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant. On an annual basis, the Company shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds the applicable income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% AMI must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income. If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as an Affordable Unit as long as the Company fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, the Company shall comply with, and shall cause each tenant to comply with, all other City verification and compliance reporting requirements.

5. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. The Company shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance with Chapter 5321 of the Ohio Revised Code and Chapter 871 of the Cincinnati Municipal Code and shall submit its form of written rental agreement to the

City on an annual basis, in accordance with its reporting requirements under this Agreement. The written rental agreement shall not contain any of the prohibited lease terms specified in Section 5321.13 of the Ohio Revised Code. The Company shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Company (or the Company's property management entity); maintained in the Company's files and submitted to the City along with the *Tenant Profile Income Verification Form*.

(B) Limited Termination; Notice Requirements. The Company may not terminate the tenancy or refuse to renew the lease of a tenant except for (i) serious or repeated violation of the terms and conditions of the rental agreement, or (ii) with the prior written consent of the Director of DCED, in order to accommodate maintenance otherwise required under Section 1 above. The Company must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent the Company from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that the Company has complied with the rent limitations of Section 7. To terminate or refuse to renew tenancy for any household occupying an Affordable Unit, the Company must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

6. Documentation. At the time of executing an initial lease agreement with a tenant of an Affordable Unit, the Company shall collect documentation of family size and household income from tenants of all of the Affordable Units in order to document compliance with the affordability requirements herein. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time. The Company is also responsible for ensuring that the lease terms for Affordable Units at all times comply with the Affordability Requirements. The Company shall provide documentation to the City demonstrating compliance with the Affordability Requirements in accordance with this Agreement.

7. Rent Limitation. The Company shall not charge rent to any tenant occupying an Affordable Unit that exceeds 30% of the annual income of a family whose annual income equals 80% of the median income for the Cincinnati metropolitan area, as determined and established by the U.S. Department of Housing and Urban Development, with adjustments for the number of bedrooms in the unit.

8. Project Occupancy. The Company shall use its best efforts to ensure all Affordable Units are occupied by eligible, qualifying households on or before the commencement of the Affordability Period and submit information to the City on its efforts to fill such units for qualifying households.

9. Condominium Conversion. During the Affordability Period, the Company shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

10. Third-Party Beneficiaries. The Company and the City acknowledge that the tenants of the Affordable Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against the Company; *provided however*, nothing herein shall permit the City and the Company from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of Affordable Units and no City liability or obligations to tenants of Affordable Units is intended to be created by this section. The Company shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of an Affordable Unit in connection with enforcement of the Affordability Requirements.

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202601049

Subject: **Ordinance – Approving and Authorizing a Historic CRA Extension with SoLi Interests LLC**

Attached is an Ordinance captioned:

> **APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC, an affiliate of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 527 E 13th Street in the Over-the-Rhine neighborhood of Cincinnati.

BACKGROUND/CURRENT CONDITIONS

527 E 13th Street is a mixed use commercial and residential development with seven (7) residential units and one (1) commercial space, located at 527 E 13th Street in the Pendelton neighborhood of Cincinnati. It was renovated in 2016 and received a 12-year CRA property tax abatement, effective through 2028. These buildings are of historic significance, and are, therefore, eligible to have the abatement extended up to an additional ten years under Ohio Revised Code (ORC). Section 3736.36(D)(1). The attached ordinance extends the abatement for an additional ten years—the maximum allowed under the above cited section of the ORC. The property does not presently have any income restrictions for its rental units.

AFFORDABILITY COMMITMENT

The Administration was approached by the property owner, who requested a ten-year extension based on historic requirements. As a condition of the extension, the property owner has committed to holding two (2) of the units to qualifying households with a household income that is at or below 60% Area Median Income.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance, based on the property owner's affordability commitment.

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

APPROVING AND AUTHORIZING the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC, an affiliate of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 527 E. 13th Street in the Over-the-Rhine neighborhood of Cincinnati.

WHEREAS, pursuant to Ordinance No. 16-2016, passed by Council on January 21, 2016, the City entered into a certain Community Reinvestment Area Tax Exemption Agreement with SoLi Interests LLC (together with its successors and assigns, the "Company"), dated March 22, 2016 (the "Agreement"), which provides for a 100 percent real property tax exemption for the value of improvements to real property located at 527 E. 13th Street in the Over-the-Rhine neighborhood of Cincinnati, as more particularly described in the Agreement, for twelve years (the "Original Term"); and

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.67(D)(1), the City may extend a period of exemption from real property taxation for up to ten years (an "Historic Extension") if the property is a structure of historical or architectural significance, is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and the residential units within the structure have been leased to individual tenants for at least five consecutive years (the "Extension Requirements"); and

WHEREAS, the Company has represented to the City that the Property satisfies the Extension Requirements and is eligible for an Historic Extension, and has requested that the City grant an extension of the real property tax exemption, for a total exemption term not to exceed twenty-two years; and

WHEREAS, the Company has committed to lease and make available two of the residential units on the Property to families at or below sixty percent of the Area Median Income, as established by the U.S. Department of Housing and Urban Development, and as may be updated from time to time (the "Affordability Requirements"), upon the terms and conditions more particularly described in the draft First Amendment to Community Reinvestment Area Tax Exemption Agreement attached as Attachment A hereto (the "Amendment"); and

WHEREAS, in consideration of the Company's agreement to comply with the Affordability Requirements, and provided that the Company satisfies the Extension Requirements and the other terms of the Agreement, as amended by the Amendment, the City desires to provide for an Historic Extension of up to ten years; and

WHEREAS, the Property is located within the Cincinnati City School District and, as required by the Agreement, the Company entered into a certain Payment in Lieu of Taxes

Agreement dated May 24, 2016, pursuant to which the Company agreed to pay the Board of Education of the Cincinnati City School District (the "Board of Education"), amounts equal to 25 percent of the exempt real property taxes during the Original Term; and

WHEREAS, the Board of Education, pursuant to that certain Tax Incentive Agreement with the City effective as of April 28, 2020 (as may be amended, the "2020 Board of Education Agreement"), has approved exemptions of up to 100 percent of Community Reinvestment Area projects authorized by Council beginning in 2020, 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 2020 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 during the term of the Historic Extension; and

WHEREAS, the City's Department of Community and Economic Development estimates that, during the Historic Extension, the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately $5,980; now, therefore,

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

Section 1. That Council authorizes the City Manager:

(a) to execute an amendment to a certain Community Reinvestment Area Tax Exemption Agreement between the City of Cincinnati (the "City") and SoLi Interests LLC (together with its successors and assigns, the "Company"), dated March 22, 2016 (the "Agreement"), in substantially the form of Attachment A to this ordinance (the "Amendment"), authorizing the extension of the real property tax exemption provided by the Agreement by up to ten additional years, relating to real property located at 527 E. 13th Street in the Over-the-Rhine neighborhood of Cincinnati, which property is more particularly described in the Agreement, provided the Company satisfies certain conditions as described in the Agreement, as amended by the Amendment, including compliance with all statutory requirements;

(b) 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

(c) to take all necessary and proper actions to fulfill the City's obligations under the Agreement, as amended by the Amendment.

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Contract No. 65x2016-256

FIRST AMENDMENT
to
Community Reinvestment Area Tax Exemption Agreement

THIS FIRST AMENDMENT TO COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT (this "Amendment") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), and **SOLI INTERESTS LLC**, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 119-2007 on March 28, 2007, 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. The City and the Company are parties to a *Community Reinvestment Area Tax Exemption Agreement* dated March 22, 2016 (the "Agreement"), pertaining to the remodeling of an existing building located at 527 E. 13th Street in the Over-The-Rhine neighborhood of Cincinnati as more particularly identified therein (the "Property") into 7 residential rental units on the terms and conditions of the Agreement as more particularly described therein (the "Project"), which Project was to be completed no later than December 31, 2016. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

C. The Company completed the Improvements to the Property as required by the terms of the Agreement.

D. Pursuant to the Statute, and more particularly Ohio Revised Code ("ORC") Section 3735.67(D)(1), a legislative authority may extend a period of exemption from real property taxation for up to 10 years if the property is a structure of historical or architectural significance, is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and the residential units within the structure have been leased to individual tenants for 5 consecutive years.

E. The Company has represented to the City that the Property satisfies the aforementioned criteria and is eligible for an extension of real property tax exemption under ORC Section 3735.67(D)(1), and has requested the City grant an extension of the real property tax exemption, which was initially for a period of 12 years.

F. The City, upon the recommendation of the Department of Community and Economic Development, is willing to amend the Agreement to extend the real property tax exemption provided under the Agreement for a period of 10 years in consideration of the Company's commitment to lease and make available two (2) of the residential units on the Property to families at or below 60% Area Median Income ("AMI") for Cincinnati, as established by the U.S. Department of Housing and Urban Development, and as may be updated from time to time, all as further described herein. The City is agreeable to doing so on and subject to the terms and conditions of this Amendment.

G. Following the execution of the Agreement, the City and the Board of Education entered into that certain *Tax Incentive Agreement*, executed on April 28, 2020, pursuant to which the Board of Education approved exemptions of up to 100% of Community Reinvestment Area projects on and after April 28, 2020, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

H. Execution of this Amendment was authorized by Ordinance No. ___-____, passed by City Council on _____, ____.

NOW, THEREFORE, the parties agree as follows:

1. Board of Education of the Cincinnati School District. Recital L. and Recital M. are hereby deleted and replaced with the following:

L. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to an agreement with the City entered into on July 2, 1999 (as amended), and that certain *Tax Incentive Agreement*, effective as of April 28, 2020, has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

M. The Company has entered into an agreement with the Board of Education for the Initial Term (as defined below), which requires the Company to pay the Board of Education amounts equal to 25% 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 "1999 Board of Education Agreement"). The Company will enter into an agreement with the Board of Education for the term of the Historic Extension (as defined below), which will require the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "2020 Board of Education Agreement"). The 1999 Board of Education Agreement and the 2020 Board of Education Agreement are collectively referred to herein as the "Board of Education Agreement".

2. Reporting. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 17. Annual Review and Report; Affordability Reporting Requirements.

A. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) 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.

B. Affordability Reporting Requirements. In addition to the Annual Review and Report, commencing on March 1, 2028, and continuing each year thereafter, the Company shall verify its continued compliance with the affordability terms contained in Exhibit C (*Affordability Requirements*) hereto, by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

3. Certification as to Non-Debarment. The following new Section 35 shall be added and incorporated into the Agreement:

Section 35. 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.

4. Wage Enforcement. The following new Section 36 shall be added and incorporated into the Agreement:

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.

5. Legal Requirements. The following new Section 37 shall be added and incorporated into the Agreement:

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.

6. Affordability Requirements. The following new Section 38 shall be added and incorporated into the Agreement:

Section 38. Affordability Requirements. The Company shall lease and make available two (2) units on the Property (the "Affordable Units") to qualifying households with a household income that is at or below 60% AMI for comparably sized households (the "Affordability Requirements") for a period beginning on January 1, 2027, and continuing through the end of the abatement period provided pursuant to this Agreement, including the term of the Historic Extension (the "Affordability Period"). During the Affordability Period, the Company shall: (i) maintain the Affordable Units and the Property as decent, safe, and sanitary housing in good repair and in compliance with all City of Cincinnati Building Code requirements, (ii) lease the Affordable Units to qualifying households at affordable rents in accordance with those requirements set forth in Exhibit C, and (iii) comply with all other Affordability Requirements set forth in Exhibit C. The Company shall execute an affidavit of facts relating to title memorializing the Company's commitment to abide by the Affordability Requirements in the form of Exhibit D (*Form of Affidavit*) hereto (the "Affordability Affidavit"), or in such other form as may be required by the City. The Affordability Affidavit shall be recorded at the Company's sole expense with a copy delivered to the City within 3 days of recording.

7. Historic Extension. The following new Section 39 shall be added and incorporated into the Agreement:

Section 39. Historic Extension. The parties acknowledge that the Company is eligible for an extension of the abatement term because of the historical significance of the Property for up to ten years pursuant to the Statute, as may be amended from time to time, based upon the Company's representations that the Property (a) is a structure of historical or architectural significance, (b) is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and (c) has residential units within the structure located thereon that have been leased to individual tenants for at least 5 consecutive years. Based upon the Company's aforementioned representations and the City's review of documentation evidencing compliance with the Statute, following the end of the initial abatement term provided pursuant to this Agreement (the "Initial Term"), the City approves the 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 an additional period of 10 years (the "Historic Extension"), provided that the Company has entered into the 2020 Board of Education Agreement. Notwithstanding the last sentence of Section 2 hereof,

no exemption shall extend beyond the earlier of (i) tax year 2038 or (ii) the end of the 22nd year of exemption (being the 10th year of the Historic Extension).

8. General Indemnity. The following new Section 40 shall be added and incorporated into the Agreement:

Section 40. General Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Company 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 the Company, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of the Company in connection with the Project. The Company's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

9. Exhibits. Exhibit C (*Affordability Requirements*) and Exhibit D (*Form of Affidavit*) attached hereto, are hereby incorporated into and made a part of the Agreement and, on and after the Effective Date hereof, shall be deemed to be Exhibit C and Exhibit D for all purposes of the Agreement.

10. General Provisions.

(A) Release. In consideration of the City's execution of this Amendment, the Company hereby waives any and all defaults or failures to observe or perform any of the City's obligations under the Agreement and any other liability of any kind on the part of the City to the extent any such default, failure or liability occurred or arose before the Effective Date of this Amendment.

(B) Ratification. All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Agreement, as amended hereby, is hereby ratified and reaffirmed by the parties.

(C) Counterparts; Electronic Signatures. This Amendment 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 Amendment may be executed and delivered by electronic signature.

[*Signature Page Follows*]

Executed by the parties on the dates indicated below, effective as of the latest of such dates (the "**Effective Date**").

CITY OF CINCINNATI

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

Date: _____, 2026

SOLI INTERESTS LLC,
an Ohio limited liability company

By: _____
Name:_____
Title:_____

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit C

Affordability Requirements

The Company shall abide by the following requirements during the Affordability Period:

1. Maintenance. Throughout the Affordability Period, the Company shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of the Cincinnati Building Code, and any other applicable laws, as demonstrated by an on-site inspection which shall occur upon written request by the City, and shall keep all Affordable Units available for rent during that period (except between tenancies when the Affordable Unit is not currently rented or occupied and for such reasonable periods of time as may be necessary to allow the Company to perform maintenance on such units otherwise required under this Section 1, but in any event not longer than one month without the prior written approval of the Director of DCED). The Company shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. The Company shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Reserved.

3. Leasing of Affordable Units to Qualifying Households. Throughout the Affordability Period, the Company shall ensure that all the completed Affordable Units at the Property are leased to households with an annual household income (as defined in 24 CFR 5.609) that is equal to or below the applicable area median income limits set forth in this Agreement.

4. Income Recertification.

(A) Verification Procedure. The Company shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant. On an annual basis, the Company shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds the applicable income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% AMI must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income. If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as an Affordable Unit as long as the Company fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, the Company shall comply with, and shall cause each tenant to comply with, all other City verification and compliance reporting requirements.

5. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. The Company shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance with Chapter 5321 of the Ohio Revised Code and Chapter 871 of the Cincinnati Municipal Code and shall submit its form of written rental agreement to the City on an annual basis, in accordance with its reporting requirements under this Agreement. The written rental agreement shall not contain any of the prohibited lease terms specified in Section 5321.13 of the

Ohio Revised Code. The Company shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Company (or the Company's property management entity); maintained in the Company's files and submitted to the City along with the *Tenant Profile Income Verification Form*.

(B) Limited Termination; Notice Requirements. The Company may not terminate the tenancy or refuse to renew the lease of a tenant except (i) serious or repeated violation of the terms and conditions of the rental agreement, or (ii) with the prior written consent of the Director of DCED, in order to accommodate maintenance otherwise required under Section 1 above. The Company must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent the Company from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that the Company has complied with the rent limitations of Section 7. To terminate or refuse to renew tenancy for any household occupying an Affordable Unit, the Company must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

6. Documentation. At the time of executing an initial lease agreement with a tenant of an Affordable Unit, the Company shall collect documentation of family size and household income from tenants of all of the Affordable Units in order to document compliance with the affordability requirements herein. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time. The Company is also responsible for ensuring that the lease terms for Affordable Units at all times comply with the Affordability Requirements. The Company shall provide documentation to the City demonstrating compliance with the Affordability Requirements in accordance with this Agreement.

7. Rent Limitation. The Company shall not charge rent to any tenant occupying an Affordable Unit that exceeds 30% of the annual income of a family whose annual income equals 80% of the median income for the Cincinnati metropolitan area, as determined and established by the U.S. Department of Housing and Urban Development, with adjustments for the number of bedrooms in the unit.

8. Project Occupancy. The Company shall use its best efforts to ensure all Affordable Units are occupied by eligible, qualifying households on or before the commencement of the Affordability Period and submit information to the City on its efforts to fill such units for qualifying households.

9. Condominium Conversion. During the Affordability Period, the Company shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

10. Third-Party Beneficiaries. The Company and the City acknowledge that the tenants of the Affordable Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against the Company; *provided however*, nothing herein shall permit the City and the Company from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of Affordable Units and no City liability or obligations to tenants of Affordable Units is intended to be created by this section. The Company shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of an Affordable Unit in connection with enforcement of the Affordability Requirements.

Exhibit D

Form of Affidavit

SEE ATTACHED

_____ space above for Recorder's office_____

AFFIDAVIT OF FACTS RELATING TO TITLE

(*memorializing the Affordability Requirements contained in a Community Reinvestment Area Tax Exemption Agreement between the City of Cincinnati and SOLI Interests, LLC*)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The undersigned affiant, _____, the _____ of SOLI Interests, LLC (the "**Company**"), and on behalf of the Company, being first duly cautioned and sworn, deposes and says that:

1. The Company has entered into that certain *Community Reinvestment Area Tax Exemption Agreement* with the City of Cincinnati (the "**City**") dated March 22, 2016, as amended by that certain *First Amendment to Community Reinvestment Area Tax Exemption* dated _____, 2026 (as amended and as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), pertaining to the remodeling of the property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

2. Pursuant to the terms of the Agreement, the Company agreed to hold the Property upon the following terms for a period beginning on January 1, 2026, and continuing until the end of the term of the Agreement and corresponding abatement period, with occupancy of the residential units to decent, safe, and sanitary occupancy standards, as more particularly described on Exhibit B (*Affordability Requirements*) hereto (the "**Affordability Restrictions**").

3. The Company executes this Affidavit for the purpose of memorializing the existence of the Agreement and providing notice that successors in interest to the Property may be subject to the Affordability Restrictions while the abatement provided for pursuant to the Agreement remains in place.

SIGNATURE PAGE FOLLOWS

Executed on the date of acknowledgment set forth below.

COMPANY:

SOLI INTERESTS, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of SOLI INTERESTS, LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public
My Commission Expires: _____

Approved as to Form:

_____
Assistant City Solicitor

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

Exhibit A
to Affidavit of Facts Relating to Title

Legal Description

Property Address: **527 E. 13th Street, Cincinnati, Ohio 45202**

Auditor Parcel No.: **075-0003-0106**

Situate in the City of Cincinnati, Hamilton County, Ohio, beginning at a point on the south side of East 13th Street (formerly Woodward Street), in the center of a brick wall 330 feet East of Pendleton Street; running thence eastwardly on said 13th Street 24 feet; thence southwardly 85 feet to an alley, thence westwardly on said alley 24 feet; thence northwardly 85 feet to East 13th Street, the place of beginning, and being known as Number 527 East 13th Street, Cincinnati, Ohio.

Exhibit B
to Affidavit of Facts Relating to Title

Affordability Requirements

The Company shall abide by the following requirements during the Affordability Period:

1. Maintenance. Throughout the Affordability Period, the Company shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of the Cincinnati Building Code, and any other applicable laws, as demonstrated by an on-site inspection which shall occur upon written request by the City and shall keep all Affordable Units available for rent during that period (except between tenancies when the Affordable Unit is not currently rented or occupied and for such reasonable periods of time as may be necessary to allow the Company to perform maintenance on such units otherwise required under this Section 1, but in any event not longer than one month without the prior written approval of the Director of DCED).The Company shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. The Company shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Reserved.

3. Leasing of Affordable Units to Qualifying Households. Throughout the Affordability Period, the Company shall ensure that all the completed Affordable Units at the Property are leased to households with an annual household income (as defined in 24 CFR 5.609) that is equal to or below the applicable area median income limits set forth in this Agreement.

4. Income Recertification.

(A) Verification Procedure. The Company shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant. On an annual basis, the Company shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds the applicable income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% AMI must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income. If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as an Affordable Unit as long as the Company fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, the Company shall comply with, and shall cause each tenant to comply with, all other City verification and compliance reporting requirements.

5. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. The Company shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance with Chapter 5321 of the Ohio Revised Code and Chapter 871 of the Cincinnati Municipal Code and shall submit its form of written rental agreement to the

City on an annual basis, in accordance with its reporting requirements under this Agreement. The written rental agreement shall not contain any of the prohibited lease terms specified in Section 5321.13 of the Ohio Revised Code. The Company shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Company (or the Company's property management entity); maintained in the Company's files and submitted to the City along with the *Tenant Profile Income Verification Form*.

(B) Limited Termination; Notice Requirements. The Company may not terminate the tenancy or refuse to renew the lease of a tenant except for (i) serious or repeated violation of the terms and conditions of the rental agreement, or (ii) with the prior written consent of the Director of DCED, in order to accommodate maintenance otherwise required under Section 1 above. The Company must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent the Company from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that the Company has complied with the rent limitations of Section 7. To terminate or refuse to renew tenancy for any household occupying an Affordable Unit, the Company must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

6. Documentation. At the time of executing an initial lease agreement with a tenant of an Affordable Unit, the Company shall collect documentation of family size and household income from tenants of all of the Affordable Units in order to document compliance with the affordability requirements herein. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time. The Company is also responsible for ensuring that the lease terms for Affordable Units at all times comply with the Affordability Requirements. The Company shall provide documentation to the City demonstrating compliance with the Affordability Requirements in accordance with this Agreement.

7. Rent Limitation. The Company shall not charge rent to any tenant occupying an Affordable Unit that exceeds 30% of the annual income of a family whose annual income equals 80% of the median income for the Cincinnati metropolitan area, as determined and established by the U.S. Department of Housing and Urban Development, with adjustments for the number of bedrooms in the unit.

8. Project Occupancy. The Company shall use its best efforts to ensure all Affordable Units are occupied by eligible, qualifying households on or before the commencement of the Affordability Period and submit information to the City on its efforts to fill such units for qualifying households.

9. Condominium Conversion. During the Affordability Period, the Company shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

10. Third-Party Beneficiaries. The Company and the City acknowledge that the tenants of the Affordable Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against the Company; *provided however*, nothing herein shall permit the City and the Company from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of Affordable Units and no City liability or obligations to tenants of Affordable Units is intended to be created by this section. The Company shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of an Affordable Unit in connection with enforcement of the Affordability Requirements.

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

202601050

From: Sheryl M.M. Long, City Manager

Subject: **Ordinance – Approving and Authorizing a Historic CRA Extension with Broadway Square I PL, LLC**

Attached is an Ordinance captioned:

> **APPROVING AND AUTHORIZING** the City Manager to execute a Second Amendment to Community Reinvestment Area Tax Exemption Agreement with Broadway Square I, LLC and Broadway Square I PL, LLC, affiliates of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 1108-1124 Broadway and 1206 East 12th Street in the Pendelton neighborhood of Cincinnati.

BACKGROUND/CURRENT CONDITIONS

Broadway Square I is a mixed use commercial and residential development with thirty-nine (39) residential units and six (6) commercial spaces, located at 1108-1124 Broadway and 1206 East 12th Street in the Pendelton neighborhood of Cincinnati. It was renovated in 2014 and received a 12-year CRA property tax abatement, effective through 2026. These buildings are of historic significance, and are, therefore, eligible to have the abatement extended up to an additional ten years under Ohio Revised Code (ORC). Section 3736.36(D)(1). The attached ordinance extends the abatement for an additional ten years—the maximum allowed under the above cited section of the ORC. The property does not presently have any income restrictions for its rental units.

AFFORDABILITY COMMITMENT

The Administration was approached by the property owner, who requested a ten-year extension based on historic requirements. As a condition of the extension, the property owner has committed to holding five (5) of the units to qualifying households with a household income that is at or below 60% Area Median Income and five (5) of the units to qualifying households with a household income that is at or below 80% Area Median Income.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance, based on the property owner's affordability commitment.

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

APPROVING AND AUTHORIZING the City Manager to execute a Second Amendment to Community Reinvestment Area Tax Exemption Agreement with Broadway Square I, LLC and Broadway Square I PL, LLC, affiliates of Urban Sites, thereby authorizing a ten-year extension to an existing tax exemption for 100 percent of the value of improvements made to real property located at 1108-1124 Broadway and 1206 East 12th Street in the Pendleton neighborhood of Cincinnati.

WHEREAS, pursuant to Ordinance No. 319-2013, passed by Council on October 9, 2013, the City entered into a certain Community Reinvestment Area Tax Exemption Agreement with Broadway Square I, LLC ("Prior Owner"), dated November 4, 2013, as amended by that certain First Amendment to Community Reinvestment Area Tax Exemption Agreement dated December 5, 2015 (as amended, the "Agreement"), which provides for a 100 percent real property tax exemption for the value of improvements to real property located at 1108-1124 Broadway and 1206 East 12th Street in the Pendleton neighborhood of Cincinnati, as more particularly described in the Agreement, for twelve years (the "Original Term"); and

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.67(D)(1), the City may extend a period of exemption from real property taxation for up to ten years (an "Historic Extension") if the property is a structure of historical or architectural significance, is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and the residential units within the structure have been leased to individual tenants for at least five consecutive years (the "Extension Requirements"); and

WHEREAS, Prior Owner conveyed the Property to its affiliate, Broadway Square I PL, LLC (with its successors and assigns, the "Company") pursuant to a Deed executed June 7, 2021 and recorded on June 14, 2021, O.R. Book 14438, Page 1365, Hamilton County, Ohio Records; and

WHEREAS, the Company has represented to the City that the Property satisfies the Extension Requirements and is eligible for an Historic Extension, and has requested that the City grant an extension of the real property tax exemption, for a total exemption term not to exceed 22 years; and

WHEREAS, the Company has committed to lease and make available (i) five of the residential units on the Property to families at or below eighty percent of the Area Median Income, and (ii) five of the residential units on the Property to families at or below sixty percent of the Area Median Income, as established by the U.S. Department of Housing and Urban Development, and as may be updated from time to time (together, the "Affordability Requirements"), upon the terms and conditions more particularly described in the draft First Amendment to Community Reinvestment Area Tax Exemption Agreement attached as Attachment A hereto (the "Amendment"); and

WHEREAS, in consideration of the Company's agreement to comply with the Affordability Requirements, and provided that the Company satisfies the Extension Requirements and the other terms of the Agreement, as amended by the Amendment, the City desires to provide for an Historic Extension of up to ten years; and

WHEREAS, the Property is located within the Cincinnati City School District and, as required by the Agreement, Prior Owner entered into a certain Payment in Lieu of Taxes Agreement dated October 22, 2013, pursuant to which Prior Owner agreed to pay the Board of Education of the Cincinnati City School District (the "Board of Education"), amounts equal to 25 percent of the exempt real property taxes during the Original Term; and

WHEREAS, the Board of Education, pursuant to that certain Tax Incentive Agreement with the City effective as of April 28, 2020 (as may be amended, the "2020 Board of Education Agreement"), has approved exemptions of up to 100 percent of Community Reinvestment Area projects authorized by Council beginning in 2020, 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 2020 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 during the term of the Historic Extension; and

WHEREAS, the City's Department of Community and Economic Development estimates that, during the Historic Extension, the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately $32,635; now, therefore,

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

Section 1. That Council authorizes the City Manager:

(a) to execute an amendment to a certain Community Reinvestment Area Tax Exemption Agreement among the City of Cincinnati (the "City") Broadway Square I, LLC, and Broadway Square I PL, LLC (with its successors and assigns, the "Company"), dated November 4, 2013, as amended by that certain First Amendment to Community Reinvestment Area Tax Exemption Agreement dated December 5, 2015 (as amended, the "Agreement"), in substantially the form of Attachment A to this ordinance (the "Amendment"), authorizing the extension of the real property tax exemption provided by the Agreement by up to ten additional years, relating to real property located at 1108-1124 Broadway and 1206 East 12th Street in the Pendleton neighborhood of Cincinnati, which property is more particularly described in the Agreement, provided the Company satisfies certain conditions as described in the Agreement, as amended by the Amendment, including compliance with all statutory requirements;

(b) 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

(c) to take all necessary and proper actions to fulfill the City's obligations under the Agreement, as amended by the Amendment.

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

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. 45x2014-076

SECOND AMENDMENT
to
Community Reinvestment Area LEED Tax Exemption Agreement

THIS SECOND AMENDMENT TO COMMUNITY REINVESTMENT AREA LEED TAX EXEMPTION AGREEMENT (this "Amendment") is made and entered into on the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), and **BROADWAY SQUARE I, LLC**, an Ohio limited liability company ("Prior Owner"), and **BROADWAY SQUARE I PL, LLC**, an Ohio limited liability company ("New Owner"; together with Prior Owner, the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 119-2007 on March 28, 2007, 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. The City and Prior Owner are parties to a *Community Reinvestment Area LEED Tax Exemption Agreement* dated November 4, 2013, as amended by that *First Amendment to Community Reinvestment Area LEED Tax Exemption Agreement* dated December 5, 2015 (as amended, the "Agreement"), pertaining to the remodeling of property located at 1108-1124 Broadway and 1206 East 12th Street in the Pendleton neighborhood of Cincinnati as more particularly identified therein (the "Property") into 39 residential rental units and 11,340 square feet of commercial space, on the terms and conditions of the Agreement as more particularly described therein (the "Project"), which Project was to be completed no later than December 31, 2014. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

C. New Owner, an affiliate of Current Owner, has taken title to the Property pursuant to a *Deed* executed as of June 7, 2021 and recorded on June 14, 2021, in O.R. Book 14438, Page 1365, Hamilton County, Ohio Records. As part of that conveyance, Current Owner desires to assign and New Owner desires to assume all of the interests and obligations of the Company under the Agreement.

D. The aforementioned assignment requires the express written approval of the City, acting through the City Manager, pursuant to the Agreement and Section 3735.671(B)(6) of the Ohio Revised Code. The City is amenable to providing such approval subject to the terms and conditions of this Amendment.

E. The Company completed the Improvements to the Property as required by the terms of the Agreement.

F. Pursuant to the Statute, and more particularly Ohio Revised Code ("ORC") Section 3735.67(D)(1), a legislative authority may extend a period of exemption from real property taxation for up to 10 years if the property is a structure of historical or architectural significance, is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and the residential units within the structure have been leased to individual tenants for 5 consecutive years.

G. The Company has represented to the City that the Property satisfies the aforementioned criteria and is eligible for an extension of real property tax exemption under ORC Section 3735.67(D)(1), and has requested the City grant an extension of the real property tax exemption, which was initially for a period of 12 years.

H. The City, upon the recommendation of the Department of Community and Economic Development, is willing to amend the Agreement to extend the real property tax exemption provided under

the Agreement for a period of 10 years in consideration of the Company's commitment to lease and make available (i) 5 of the residential units on the Property to families at or below 60% Area Median Income ("AMI") for Cincinnati, as established by the U.S. Department of Housing and Urban Development, and as may be updated from time to time, and (ii) 5 of the residential units on the Property to families at or below 80% AMI, all as further described herein. The City is agreeable to doing so on and subject to the terms and conditions of this Amendment.

I. Following the execution of the Agreement, the City and the Board of Education entered into that certain *Tax Incentive Agreement*, executed on April 28, 2020, pursuant to which the Board of Education approved exemptions of up to 100% of Community Reinvestment Area projects on and after April 28, 2020, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

J. Execution of this Amendment was authorized by Ordinance No. ___-____, passed by City Council on _____, ____.

NOW, THEREFORE, the parties agree as follows:

1. Acknowledgement, Consent, and Assignment by Current Owner. New Owner represents that as of the Effective Date it has acquired and holds title to the Property. Prior Owner grants, bargains, sells, transfers, conveys and assigns any and all of its interests as the "Company" in the Agreement to New Owner, effective upon the Effective Date.

2. New Owner's Assumption of All Rights and Obligations. New Owner hereby assumes all rights, duties, and obligations of the "Company" under the Agreement, as amended hereby, effective upon the Effective Date.

3. Consent to Assignment. Solely for the purposes of the Agreement, and without consenting to further transfers, assignments, or anything other than the assignment of Prior Owner's interest in the Agreement from Prior Owner to New Owner, the City hereby consents to the assignment of Current Owner's interest in the Agreement from Prior Owner to New Owner. The City, Prior Owner, and New Owner hereby agree that, on and after the Effective Date of this Amendment, the term "Company" within the Agreement shall refer to New Owner and not Prior Owner.

4. Notice Address of New Owner. For purposes of Section 23 of the Agreement, the notice address of the Company shall be:

Broadway Square I PL, LLC
1140 Main St Suite 300,
Cincinnati, OH 45202

5. Board of Education of the Cincinnati School District. Recital L. and Recital M. are hereby deleted and replaced with the following:

L. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to an agreement with the City entered into on July 2, 1999 (as amended), and that certain *Tax Incentive Agreement*, effective as of April 28, 2020, has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

M. The Company has entered into an agreement with the Board of Education for the Initial Term (as defined below), which requires the Company to pay the Board of Education amounts equal to 25% 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 "1999 Board of

Education Agreement"). The Company will enter into an agreement with the Board of Education for the term of the Historic Extension (as defined below), which will require the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "2020 Board of Education Agreement"). The 1999 Board of Education Agreement and the 2020 Board of Education Agreement are collectively referred to herein as the "Board of Education Agreement".

6. Reporting. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 17. Annual Review and Report; Affordability Reporting Requirements.

A. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) 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.

B. Affordability Reporting Requirements. In addition to the Annual Review and Report, commencing on March 1, 2028, and continuing each year thereafter, the Company shall verify its continued compliance with the affordability terms contained in Exhibit C (*Affordability Requirements*) hereto, by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

7. Certification as to Non-Debarment. The following new Section 35 shall be added and incorporated into the Agreement:

Section 35. 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.

8. Wage Enforcement. The following new Section 36 shall be added and incorporated into the Agreement:

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.

9. Legal Requirements. The following new Section 37 shall be added and incorporated into the Agreement:

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.

10. Affordability Requirements. The following new Section 38 shall be added and incorporated into the Agreement:

Section 38. Affordability Requirements. The Company shall lease and make available (i) 5 units on the Property (the "60 Percent AMI Units") to qualifying households with a household income that is at or below 60% Area Median Income ("AMI") for comparably sized households, and (ii) 5 units on the Property (the "80 Percent AMI Units"; together with the 60 Percent AMI Units, the "Affordable Units") to qualifying households with a household income that is at or below 80% AMI (the "Affordability Requirements") for a period beginning on January 1, 2027, and continuing through the end of the abatement period provided pursuant to this Agreement, including the term of the Historic Extension (the "Affordability Period"). During the Affordability Period, the Company shall: (i) maintain the Affordable Units and the Property as decent, safe, and sanitary housing in good repair and in compliance with all City of Cincinnati Building Code requirements, (ii) lease the Affordable Units to qualifying households at affordable rents in accordance with those requirements set forth in Exhibit C, and (iii) comply with all other Affordability Requirements set forth in Exhibit C. The Company shall execute an affidavit of facts relating to title memorializing the Company's commitment to abide by the Affordability Requirements in the form of Exhibit D (*Form of Affidavit*) hereto (the "Affordability Affidavit"), or in such other form as may be required by the City. The Affordability Affidavit shall be recorded at the Company's sole expense with a copy delivered to the City within 3 days of recording.

11. Historic Extension. The following new Section 39 shall be added and incorporated into the Agreement:

Section 39. Historic Extension. The parties acknowledge that the Company is eligible for an extension of the abatement term because of the historical significance of the Property for up to ten years pursuant to the Statute, as may be amended from time to time, based upon the Company's representations that the Property (a) is a structure of historical or architectural significance, (b) is a certified historic structure that has been subject to federal tax treatment under 26 U.S.C. 47 and 170(h), and (c) has residential units within the structure located thereon that have been leased to individual tenants for at least 5 consecutive years. Based upon the Company's aforementioned representations and the City's review of documentation evidencing compliance with the Statute, following the end of the initial abatement term provided pursuant to this Agreement (the "Initial Term"), the City approves the 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 an additional period of 10 years (the "Historic Extension"), provided that the Company has entered into the 2020 Board of Education Agreement. Notwithstanding the last sentence of Section 2 hereof, no exemption shall extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 22nd year of exemption (being the 10th year of the Historic Extension).

12. General Indemnity. The following new Section 40 shall be added and incorporated into the Agreement:

Section 40. General Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Company 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 the Company, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of the Company in connection with the Project. The Company's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

13. Exhibits. Exhibit C (*Affordability Requirements*) and Exhibit D (*Form of Affidavit*) attached hereto, are hereby incorporated into and made a part of the Agreement and, on and after the Effective Date hereof, shall be deemed to be Exhibit C and Exhibit D for all purposes of the Agreement.

14. General Provisions.

(A) Release. In consideration of the City's execution of this Amendment, the Company hereby waives any and all defaults or failures to observe or perform any of the City's obligations under the Agreement and any other liability of any kind on the part of the City to the extent any such default, failure or liability occurred or arose before the Effective Date of this Amendment.

(B) Ratification. All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Agreement, as amended hereby, is hereby ratified and reaffirmed by the parties.

(C) Counterparts; Electronic Signatures. This Amendment 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 Amendment may be executed and delivered by electronic signature.

[*Signature Page Follows*]

Executed by the parties on the dates indicated below, effective as of the latest of such dates (the "**Effective Date**").

CITY OF CINCINNATI

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

Date: _____, 2026

BROADWAY SQUARE I, LLC,
an Ohio limited liability company

By: _____
Name:_____
Title:_____

Date: _____, 2026

BROADWAY SQUARE I PL, LLC,
an Ohio limited liability company

By: _____
Name:_____
Title:_____

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit C

Affordability Requirements

The Company shall abide by the following requirements during the Affordability Period:

1. Maintenance. Throughout the Affordability Period, the Company shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of the Cincinnati Building Code, and any other applicable laws, as demonstrated by an on-site inspection which shall occur upon written request by the City and shall keep all Affordable Units available for rent during that period (except between tenancies when the Affordable Unit is not currently rented or occupied and for such reasonable periods of time as may be necessary to allow the Company to perform maintenance on such units otherwise required under this Section 1, but in any event not longer than one month without the prior written approval of the Director of DCED). The Company shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. The Company shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Reserved.

3. Leasing of Affordable Units to Qualifying Households. Throughout the Affordability Period, the Company shall ensure that all the completed Affordable Units at the Property are leased to households with an annual household income (as defined in 24 CFR 5.609) that is equal to or below the applicable area median income limits set forth in this Agreement.

4. Income Recertification.

(A) Verification Procedure. The Company shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant. On an annual basis, the Company shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds the applicable income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% AMI must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income. If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as an Affordable Unit as long as the Company fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, the Company shall comply with, and shall cause each tenant to comply with, all other City verification and compliance reporting requirements.

5. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. The Company shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance with Chapter 5321 of the Ohio Revised Code and Chapter 871 of the Cincinnati Municipal Code and shall submit its form of written rental agreement to the City on an annual basis, in accordance with its reporting requirements under this Agreement. The written rental agreement shall not contain any of the prohibited lease terms specified in Section 5321.13 of the

Ohio Revised Code. The Company shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Company (or the Company's property management entity); maintained in the Company's files and submitted to the City along with the *Tenant Profile Income Verification Form*.

(B) Limited Termination; Notice Requirements. The Company may not terminate the tenancy or refuse to renew the lease of a tenant except for (i) serious or repeated violation of the terms and conditions of the rental agreement, or (ii) with the prior written consent of the Director of DCED, in order to accommodate maintenance otherwise required under Section 1 above. The Company must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent the Company from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that the Company has complied with the rent limitations of Section 7. To terminate or refuse to renew tenancy for any household occupying an Affordable Unit, the Company must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

6. Documentation. At the time of executing an initial lease agreement with a tenant of an Affordable Unit, the Company shall collect documentation of family size and household income from tenants of all of the Affordable Units in order to document compliance with the affordability requirements herein. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time. The Company is also responsible for ensuring that the lease terms for Affordable Units at all times comply with the Affordability Requirements. The Company shall provide documentation to the City demonstrating compliance with the Affordability Requirements in accordance with this Agreement.

7. Rent Limitation. The Company shall not charge rent to any tenant occupying an Affordable Unit that exceeds 30% of the annual income of a family whose annual income equals 80% of the median income for the Cincinnati metropolitan area, as determined and established by the U.S. Department of Housing and Urban Development, with adjustments for the number of bedrooms in the unit.

8. Project Occupancy. The Company shall use its best efforts to ensure all Affordable Units are occupied by eligible, qualifying households on or before the commencement of the Affordability Period and submit information to the City on its efforts to fill such units for qualifying households.

9. Condominium Conversion. During the Affordability Period, the Company shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

10. Third-Party Beneficiaries. The Company and the City acknowledge that the tenants of the Affordable Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against the Company; *provided however*, nothing herein shall permit the City and the Company from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of Affordable Units and no City liability or obligations to tenants of Affordable Units is intended to be created by this section. The Company shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of an Affordable Unit in connection with enforcement of the Affordability Requirements.

Exhibit D

Form of Affidavit

SEE ATTACHED

_____ space above for Recorder's office_____

AFFIDAVIT OF FACTS RELATING TO TITLE

(*memorializing the Affordability Requirements contained in a Community Reinvestment Area Tax Exemption Agreement between the City of Cincinnati and Broadway Square I, LLC*)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The undersigned affiant, _____, the _____ of **BROADWAY SQUARE I, LLC** (the "**Company**"), and on behalf of the Company, being first duly cautioned and sworn, deposes and says that:

1. The Company has entered into that certain *Community Reinvestment Area Tax Exemption Agreement* with the City of Cincinnati (the "**City**") dated November 4, 2013, as amended by that certain *First Amendment to Community Reinvestment Area Tax Exemption* dated _____, 20__, and that certain *Second Amendment to Community Reinvestment Area Tax Exemption* dated _____, 2026 (as amended and as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), pertaining to the remodeling of the property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

2. Pursuant to the terms of the Agreement, the Company agreed to hold the Property upon the following terms for a period beginning on January 1, 2026, and continuing until the end of the term of the Agreement and corresponding abatement period, with occupancy of the residential units to decent, safe, and sanitary occupancy standards, as more particularly described on Exhibit B (*Affordability Requirements*) hereto (the "**Affordability Restrictions**").

3. The Company executes this Affidavit for the purpose of memorializing the existence of the Agreement and providing notice that successors in interest to the Property may be subject to the Affordability Restrictions while the abatement provided for pursuant to the Agreement remains in place.

SIGNATURE PAGE FOLLOWS

Executed on the date of acknowledgment set forth below.

COMPANY:

BROADWAY SQUARE I, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of **BROADWAY SQUARE I, LLC**, an Ohio limited liability company, on behalf of the company.

_____
Notary Public
My Commission Expires: _____

Approved as to Form:

_____
Assistant City Solicitor

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

Exhibit A
to Affidavit of Facts Relating to Title

Legal Description

TRACT I

PARCEL 1 - Auditor's Parcel No. 075-0003-0028:
Address: 1108 Broadway

All that certain lot of land known as Lot No. forty-seven (47) in the Subdivision of J. Ferneding, as recorded in Plat Book 1, Page 216, Hamilton County, Ohio Records, and Deed Book 128, Page 592, Hamilton County, Ohio Records. Said Lot fronts twenty (20) feet on the East side of Broadway and runs back between parallel lines in the North line of Houseman Alley eighty-three (83) feet, more or less to Schultz Alley.

PARCEL 2 - Auditor's Parcel No. 075-0003-0024 and 25, cons.:
Address: 1114 Broadway

The following described real estate, in the City of Cincinnati, Ohio. Lots forty-three (43) and forty-four (44) of Joseph Ferneding's Subdivision recorded in Plat Book 1, Page 216, Recorder's Office of Hamilton County, Ohio. Each fronting twenty (20) feet on the East side of Broadway between Hunt and East Twelfth Street, and extending East eighty-five (85) feet to Schultz Alley.

PARCEL 3 - Auditor's Parcel No. 075-0003-0023:
Address: 1118 Broadway

The following described real estate, in Cincinnati, Ohio, Hamilton County; Lot forty-two (42) of Ferneding's Subdivision, recorded in Deed Book 128, Page 592, Recorder's Office, Hamilton County, Ohio. Beginning on the East side of Broadway one hundred twenty (120) feet South of East Twelfth Street; thence South on Broadway twenty (20) feet and extending back, same width, eighty-five (85) feet to Schultz Alley.

PARCEL 4 - Auditor's Parcel No. 075-0003-0022:
Address: 1120 Broadway

The following described real estate, in Cincinnati, Hamilton County, Ohio; known and being all that certain Lot of land, known, numbered and designated as Lot No. forty-one (41) of Jos. Ferneding's Subdivision of out Lots Nos. six (6) and seven (7) as recorded in Deed Book No. 128, Page 592, of the Deed Records of Hamilton County, Ohio. Said Lot being twenty (20) feet in front on the East side of Broadway by eighty-five (85) feet in depth, and lying one hundred (100) feet South of the South line of East Twelfth Street.

PARCEL 5 AND 6 - Auditor's Parcel No. 075-0003-0020 & 075-0003-0021:
Address: 1122-1124 Broadway

The following described real estate, Cincinnati, Ohio; Lots thirty-nine (39) and forty (40) of Joseph Ferneding's Subdivision, recorded in Plat Book 1, Page 216, Recorder's Office, Hamilton County, Ohio. Each fronting twenty (20) feet on the East side of Broadway.

PARCEL 7 - Auditor's Parcel No. 075-0003-0026 and 27, cons.:
Address: 1110 Broadway

The following described real estate, situated in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of Lots forty-six (46) and forty-five (45) in Ferneding's Subdivision, as recorded in Deed Book 128, Page 592, of the Records of Hamilton County; said Lots being each twenty (20) feet in front on the East side of Broadway, and extending back eastwardly between parallel lines eighty-five (85) feet more or less to an alley.

TRACT II

PARCEL 1 - Auditor's Parcel No. 075-0003-0002:
Address: 1216 Broadway

Situated in Section 18, Town 4, Fractional Range 1, the City of Cincinnati, Hamilton County, Ohio and being all of Lots 3 through 8 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592 and Plat Book 1, Page 216 as conveyed to Broadway Square I, LLC as recorded in Official Record 12537, Page 1492 of the Hamilton County Recorder's Office, containing 0.2523 acres and being further described as follows:

Begin at a point found by measuring from the northeast corner of the intersection of the east right of way of Broadway Street (40') and the north right of way of East 12th Street (40'); said corner being the southwest corner of Lot 2 of said Joseph Ferneding's Subdivision; thence, departing said East 12th Street right of way, with said Broadway Street right of way, North 09°43'34" West, 47.17 feet to the northwest corner of said Lot No. 2, said corner being referenced by a set cross notch at South 80°13'40" West, 5.00 feet and being the True Point of Beginning;

thence, from the True Point of Beginning, thus found, departing said Lot 2, and continuing with said Broadway Street right of way, North 09°43'34" West, 121.84 feet to the southwest corner of Lincoln Stargate Limited Partnership as recorded in Official Record 11756, Page 961, being referenced by a set cross notch at South 80°09'50" West, 5.00 feet;

thence, departing said Broadway Street right of way, with the south line of said Lincoln Stargate Limited Partnership, North 80°09'50" East, 90.13 feet to the southeast corner of said Lincoln Stargate Limited Partnership and the west right of way of Schultz Alley (10') being referenced by a set cross notch, North 80°09'50" East, 1.50 feet;

thence, departing said Lincoln Stargate Limited Partnership, with said Schultz Alley, South 09°45'54" East, 121.94 feet to the northeast corner of said Lot No. 2, being referenced by a set cross notch, North 80°13'40" West, 1.50 feet;

thence, departing said Schultz Alley, with said Lot 2, South 80°13'40" West, 90.21 feet to the Point of Beginning. Containing 0.2523 acres of land, more or less.

The above description was prepared from a consolidation plat survey prepared by Bayer Becker, Jeffrey O. Lambert, Registered Surveyor No. 7568 in the State of Ohio, October 22, 2013.

Basis of Bearings: State Plane coordinates NAD 83, Ohio South Zone.

PARCEL 2 - Auditor's Parcel No. 075-0003-0008:

Situated in Section 18, Town 4, Fractional Range 1, the City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592 and Plat Book 1, Page 216 as conveyed to TMG Investment Group, LLC as recorded in Official Record 12169, Page 1572 of the Hamilton County Recorder's Office.

Exhibit B
to Affidavit of Facts Relating to Title

Affordability Requirements

The Company shall abide by the following requirements during the Affordability Period:

11. Maintenance. Throughout the Affordability Period, the Company shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of the Cincinnati Building Code, and any other applicable laws, as demonstrated by an on-site inspection which shall occur upon written request by the City and shall keep all Affordable Units available for rent during that period (except between tenancies when the Affordable Unit is not currently rented or occupied and for such reasonable periods of time as may be necessary to allow the Company to perform maintenance on such units otherwise required under this Section 1, but in any event not longer than one month without the prior written approval of the Director of DCED). The Company shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. The Company shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

12. Reserved.

13. Leasing of Affordable Units to Qualifying Households. Throughout the Affordability Period, the Company shall ensure that all the completed Affordable Units at the Property are leased to households with an annual household income (as defined in 24 CFR 5.609) that is equal to or below the applicable area median income limits set forth in this Agreement.

14. Income Recertification.

(A) Verification Procedure. The Company shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant. On an annual basis, the Company shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Profile Income Verification Form* for all households occupying Affordable Units. The *Tenant Profile Income Verification Form* must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds the applicable income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% AMI must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income. If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as an Affordable Unit as long as the Company fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, the Company shall comply with, and shall cause each tenant to comply with, all other City verification and compliance reporting requirements.

15. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. The Company shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance with Chapter 5321 of the Ohio Revised Code and Chapter 871 of the Cincinnati Municipal Code and shall submit its form of written rental agreement to the

City on an annual basis, in accordance with its reporting requirements under this Agreement. The written rental agreement shall not contain any of the prohibited lease terms specified in Section 5321.13 of the Ohio Revised Code. The Company shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Company (or the Company's property management entity); maintained in the Company's files and submitted to the City along with the *Tenant Profile Income Verification Form*.

(B) Limited Termination; Notice Requirements. The Company may not terminate the tenancy or refuse to renew the lease of a tenant except for (i) serious or repeated violation of the terms and conditions of the rental agreement, or (ii) with the prior written consent of the Director of DCED, in order to accommodate maintenance otherwise required under Section 1 above. The Company must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent the Company from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that the Company has complied with the rent limitations of Section 7. To terminate or refuse to renew tenancy for any household occupying an Affordable Unit, the Company must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

16. Documentation. At the time of executing an initial lease agreement with a tenant of an Affordable Unit, the Company shall collect documentation of family size and household income from tenants of all of the Affordable Units in order to document compliance with the affordability requirements herein. The Company shall collect such compliance documentation in such form as required by DCED and which form may be updated from time to time. The Company is also responsible for ensuring that the lease terms for Affordable Units at all times comply with the Affordability Requirements. The Company shall provide documentation to the City demonstrating compliance with the Affordability Requirements in accordance with this Agreement.

17. Rent Limitation. The Company shall not charge rent to any tenant occupying an Affordable Unit that exceeds 30% of the annual income of a family whose annual income equals 80% of the median income for the Cincinnati metropolitan area, as determined and established by the U.S. Department of Housing and Urban Development, with adjustments for the number of bedrooms in the unit.

18. Project Occupancy. The Company shall use its best efforts to ensure all Affordable Units are occupied by eligible, qualifying households on or before the commencement of the Affordability Period and submit information to the City on its efforts to fill such units for qualifying households.

19. Condominium Conversion. During the Affordability Period, the Company shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

20. Third-Party Beneficiaries. The Company and the City acknowledge that the tenants of the Affordable Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against the Company; *provided however*, nothing herein shall permit the City and the Company from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of Affordable Units and no City liability or obligations to tenants of Affordable Units is intended to be created by this section. The Company shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of an Affordable Unit in connection with enforcement of the Affordability Requirements.

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202601051

Subject: **Ordinance – Parks: OKI Grant for Ohio River Trail (ORT) Sawyer Point & Yeatman's Cove Bike Trail Project**

Attached is an Ordinance captioned:

> **ESTABLISHING** new capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant," to provide grant resources for safety improvements to the Ohio River Trail through Sawyer Point and Yeatman's Cove; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to $1,000,000 from the federal Transportation Alternatives (ALN 20.205) program, as awarded by the Ohio-Kentucky-Indiana Regional Council of Governments, to newly established capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant"; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant."

Approval of this Ordinance establishes capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant," to provide grant resources for safety improvements to the Ohio River Trail (ORT) through Sawyer Point and Yeatman's Cove. This Ordinance also authorizes the City Manager to accept and appropriate a grant of up to $1,000,000 from the federal Transportation Alternatives (TA) (ALN 20.205) program, as awarded by the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), to the newly established capital improvement program project account. Finally, this Ordinance authorizes the Director of Finance to deposit the grant resources into the newly established capital improvement program project account.

The 0.75 mile section of the ORT spanning through Sawyer Point and Yeatman's Cove has railroad tracks embedded in the pavement. Grant resources will help fund the replacement of this section of the ORT and implement safety improvements.

The grant requires a fifty percent local match, which will be provided from capital improvement program project account no. 712x203x262040, "Sawyer Point and Yeatman's Cove Bike Trail – COT MSI." There are no new FTEs/full time equivalents associated with this grant.

Implementing safety improvements to the ORT through Sawyer Point and Yeatman's Cove aligns with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

ESTABLISHING new capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant," to provide grant resources for safety improvements to the Ohio River Trail through Sawyer Point and Yeatman's Cove; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to $1,000,000 from the federal Transportation Alternatives (ALN 20.205) program, as awarded by the Ohio-Kentucky-Indiana Regional Council of Governments, to newly established capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant"; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant."

WHEREAS, on May 29, 2025, Council passed Ordinance No. 144-2025 authorizing the City Manager to apply for various grants, including federal Surface Transportation Block Grant and Transportation Alternatives ("TA") (ALN 20.205) grant programs awarded by the Ohio-Kentucky-Indiana Regional Council of Governments ("OKI"); and

WHEREAS, the City was awarded $1,000,000 in TA grant resources for the Ohio River Trail ("ORT") Sawyer Point and Yeatman's Cove project; and

WHEREAS, the 0.75-mile section of the ORT spanning through Sawyer Point and Yeatman's Cove has railroad tracks embedded in the pavement, which creates safety hazards for pedestrians, bicyclists, and others; and

WHEREAS, these grant funds will help replace the embedded railroad tracks and implement safety improvements for the ORT; and

WHEREAS, the TA grant requires a fifty percent local match, which will be provided from capital improvement program project account no. 712x203x262040, "Sawyer Point and Yeatman's Cove Bike Trail – COT MSI"; and

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

WHEREAS, implementing safety improvements to the ORT through Sawyer Point and Yeatman's Cove aligns with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193 and 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail –

OKI Grant," to provide grant resources for safety improvements to the Ohio River Trail through Sawyer Point and Yeatman's Cove.

Section 2. That the City Manager is authorized to accept and appropriate a grant of up to $1,000,000 from the federal Transportation Alternatives (ALN 20.205) program, as awarded by the Ohio-Kentucky-Indiana Regional Council of Governments, to newly established capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant."

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 980x203x262055, "ORT Sawyer Pt and Yeatman's Cove Bike Trail – OKI Grant."

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

Section 5. That this ordinance shall take effect and be in force from and after the earliest time allowed by law.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager 202601053

Subject: **Emergency Ordinance – Approving and Authorizing a CRA Tax Exemption Agreement with Daffin Courtview, LLC**

Attached is an Emergency Ordinance captioned:

> **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Daffin Courtview LLC, thereby authorizing an twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 7 W. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 7,300 square feet of commercial space and approximately 25,000 square feet of residential space consisting of nineteen residential rental dwelling units, at a total construction cost of approximately $1,920,000.

STATEMENT

The renovation of the Courtview building at 5-7 W Court St. will add housing units, helping to alleviate Cincinnati's strained housing market, which is currently experiencing increasing affordability issues due to lack of supply, especially Downtown. This project will also add to the vibrancy of the neighborhood by adding new residents and commercial activity in a formerly vacant building.

BACKGROUND/CURRENT CONDITIONS

The historic property at 5-7 W Court St. in the Central Business District has been vacant since 2021 when tenants were vacated by the previous owner, Vision and Beyond Group. The promised renovations were never made, and the building was subsequently transferred to a receiver and has remained vacant since. The developer plans to renovate and restore the 19 existing one-, two- and three-bedroom apartments as well as four first-floor commercial spaces. Daffin Courtview LLC submitted a Commercial Community Reinvestment Area (CRA) application seeking City incentives to support the renovation and of the building in October of 2025.

DEVELOPER INFORMATION

Daffin Development, a local family-owned business, has taken on and completed several renovation projects of historic buildings of a similar scale in the Downtown and OTR neighborhoods including buildings at 1121 Clay St. in 2013, 28, 30, and 32 W Court St. in 2016, and 22 W Court St in 2024.

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	Courtview
Street Address	5-7 W Court St.
Neighborhood	Downtown
Property Condition	Vacant Building
Project Type	Renovation
Project Cost	Hard Construction Costs: $1.9MM Acquisition Costs: $1.9MM Soft Costs: $600K Total Project Cost: $4.4MM
Private Investment	Private Financing: $4MM Developer Equity: $400K
Sq. Footage by Use	Residential: 25,000 SF Commercial: 7,300 SF
Number of Units and Rent Ranges	9 1-BR Units; Rent Range $1350 9 2-BR Units; Rent Range $1700 1 3-BR Unit; Rent Range $4,000 Commercial; $1,500-$5,000 19 Total Units
Median 1-BD Rent Affordable To	Salary: $62,000 City Job Classification: Plant Maintenance Worker, Dietitian, Park Operations Supervisor
Jobs and Payroll	Construction FTE Positions: 10 Total Payroll for Construction FTE Positions: $500,000
Location and Transit	Located within the Downtown Historic District Transit Score: 78
Community Engagement	None Reported
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map

Proposed Incentive

Incentive Terms	12-year, net 52%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (Non-LEED)
"But For" (0-3 points)	Without Abatement: 2.8% rate of return (stabilized) With Abatement: 4.1% rate of return (stabilized) Project would not proceed without an abatement. (2 points)
Environmental Building Certification (0-5 points)	Non-LEED (0 points)
VTICA (0-8 points)	Streetcar VTICA – 15% (8 points)
SBE/MBE/WBE Goals	SBE Goal of 30%

Potential Taxes Forgone & Public Benefit

Taxes Forgone	**Value**
Annual Net Incentive to Developer	$15,979
Total Term Incentive to Developer	$191,743
City's Portion of Property Taxes Forgone (Term)	$0
City's TIF District Revenue Forgone (Term)	$269,177

Public Benefit		**Value**
CPS PILOT	Annual	$10,140
	Total Term	$121,683
VTICA	Annual	$4,609
	Total Term	$55,310
Income Tax Total Term (Maximum)		$24,300
Total Public Benefit (CPS PILOT, VTICA , Income Tax)		$201,293

Total Public Benefit ROI*	$1.05
City's ROI**	$0.09

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

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

For Reference: 2025 Cincinnati MSA Area Median Income Limits

AMI	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
30%	$23,500	$26,850	$30,200	$33,550	$36,250	$38,950	$41,650	$44,300
50%	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
60%	$46,980	$53,700	$60,420	$67,080	$72,480	$77,820	$83,220	$88,560
80%	$62,650	$71,600	$80,550	$89,450	$96,650	$103,800	$110,950	$118,100

E M E R G E N C Y

EVK

- 2026

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Daffin Courtview LLC, thereby authorizing an twelve-year tax exemption for 100 percent of the value of improvements made to real property located at 7 W. Court Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 7,300 square feet of commercial space and approximately 25,000 square feet of residential space consisting of nineteen residential rental dwelling units, at a total construction cost of approximately $1,920,000.

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

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

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

WHEREAS, Daffin Courtview LLC (the "Company") desires to remodel an existing building on real property at 7 W. Court Street located within the corporate boundaries of the City of Cincinnati into approximately 7,300 square feet of commercial space and approximately 25,000 square feet of residential space consisting of nineteen residential rental dwelling units (collectively, the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a Community Reinvestment Area Tax Exemption Agreement, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District; and

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain Tax Incentive Agreement effective as of April 28, 2020 (as 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 $15,979; and

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

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

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with Daffin Courtview LLC (the "Agreement"), thereby authorizing a twelve-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 7 W. Court Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 7,300 square feet of commercial space and approximately 25,000 square feet of residential space consisting of nineteen residential rental dwelling units, at a total construction cost of approximately $1,920,000.

Section 2. That Council authorizes the City Manager:

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

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the remodeling 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: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and DAFFIN COURTVIEW LLC, an Ohio limited liability company (the "Company").

Recitals:

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

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

C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.

D. The Company is the sole owner of certain real property within the City, located at 7 W Court Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

E. The Company has proposed to remodel a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.

F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, and has remitted with the Application the City application fee of $1,250 made payable to the City.

I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as amended), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

M. The Company represents that within the past 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

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

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

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

R. This Agreement has been authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

S. 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 into approximately 25,000 square feet of residential space, consisting of 19 residential rental units, and approximately 7,300 square feet of commercial space (the "Improvements") at an estimated aggregate cost of $1,920,000.00 to commence after the execution of this Agreement and to be completed no later than August 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. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 12 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as

designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2028 nor extend beyond the earlier of (i) tax year 2039 or (ii) the end of the 12th year of exemption.

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

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

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

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

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement

including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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

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

Section 11. Small Business Enterprise Program.

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

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

(iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

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

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has (a) .5 full-time equivalent employee at the Property with a total annual payroll of $50,000 (the "**Retained Jobs**"), and (b) no other existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Retained by Company. The Company agrees to use its best efforts to cause the Retained Jobs to be retained at the Property.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create 10 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. In the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end 3 years thereafter, and the job retention period shall continue for the full term of the abatement.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately $500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption

percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than 30 days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (C) of Ohio Revised Code Section 3735.671 (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (C) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(C) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(B)(7), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (C) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62, 5709.63, or 5709.632 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City

in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 30 days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of 12% per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than $1,000 and/or a term of imprisonment of not more than 6 months.

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

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

Section 21. Annual Fee. The Company shall pay an annual fee of $500 or 1% of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed $2,500 per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(C), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of 3 years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(C).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

To the Company:

Daffin Courtview LLC
Attention: Patrick Daffin
4010 North Bend Road, Suite 304
Cincinnati, Ohio 45211

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement

and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date: _____, 2026

DAFFIN COURTVIEW LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Auditor Parcel No.: 076-0002-0156-00
Address: 7 W Court Street, Cincinnati, Ohio 45202

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being Lots Seven (7) and Eight (8) and part of Lot Six (6) of Piatt and Grandin Subdivision eighty one and fifty two one hundredths (81.52) feet by ninety and eight one hundredths (90.08) feet located at the Southwest corner of Court and Vine Streets, Cincinnati, Ohio.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

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: Daffin Courtview LLC

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

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

Legal Address of real property owner: 4010 North Bend Rd. Suite 304 Cincinnati, OH 45211

Federal Tax ID #(s): 39-4279120

Applicant Contact Person: Patrick Daffin Title: Managing Partner

Phone: 513-310-2503 Main Contact email address: patrick.daffin@gmail.com

Address of subject property 7 W Court St Cincinnati, OH Zip: 452 02

Hamilton County Auditor Parcel ID#: 076 - 0002 - 0156-0 (attach a page listing all parcels and addresses if more than one parcel)

City of Cincinnati Neighborhood: CBD

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: 7300 (sqft) Office: _____ (sqft) Industrial: _____ (sqft)

Residential: 25000 (sqft) Residential: 19 (# 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:

First Floor Retail, Second, Third, Fourth and Fifth Residential

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

◉ Yes ____ % ○ 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.)

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")

General Project Information:

Project Name (of Applicable): CourtView Apartments

Description of the project:

The existing 5 story structure will be renovated and restored. The existing 19 apartments will be restored and updated. HVAC will be added, new electric, and appliances will be installed. All flooring will be restored, and walls will be patched and repaired as needed. The commercial space on the first floor will be completely updated and white boxed for lease. All of the existing storefronts will be replaced with new.

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

Daffin Development has renovated 1121 Clay St. in 2013, 28,30, and 32 W Court St in 2016, 24-26 W Court St in 2018, and 22 W Court St in 2024. We also assisted Old St Mary's in renovating 122 E 12th St, 1207 and 1209 Clay St. Prior to our projects downtown, we have renovated and restored commercial real estate in the Cincinnati suburbs.

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:

Daffin Development will restore this iconic property in the heart of downtown Cincinnati. This will directly benefit the community that is developing on Historic Court St and help to fill in a vital gap along Vine St. If Daffin recieves this tax exemption, it will allow us to further improve the property and provide a more complete product to our tenants once complete Portions of the renovation, like the HVAC upgrade or washer/driers in each unit may not be feasible without this incentive.

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: The commercial space will be retail, office or hospitality

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

We will setup a time to present to the Downtown Residents Council

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 0.5 employees; total annual payroll $ 50,000

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): N/A
Full-Time Equivalent _____ employees; total annual payroll $_____
Address of Other Location(s): N/A
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 _____ 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 0 employees (Total); total annual payroll $0
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 10 jobs; total annual payroll $500,000
Length of Construction Period: 18 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.):
The future tenants of the 4-5 retail spaces will provide the opportunity for permenant new downtown jobs. This will all depend on the tenants that we locate to take these retail spaces.

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: $ 1,920,000
Estimated total cost of the project (including soft costs & acquisition): $ 4,010,600
Estimated Project start date: [redacted]6 Estimated Project completion date: JUNE 2027
Current Auditor's value of property (aggregate value of all parcels involved): $817,000
Estimated post-construction value of property: $4,000,000
(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: $ N/A

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

Other Investment: $ N/A

Description of Other Investment: _____

SECTION IV – Applicant Certifications

Does the property owner owe:

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

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

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

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

Please initial that you have read the above. X PGD

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 PGD

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

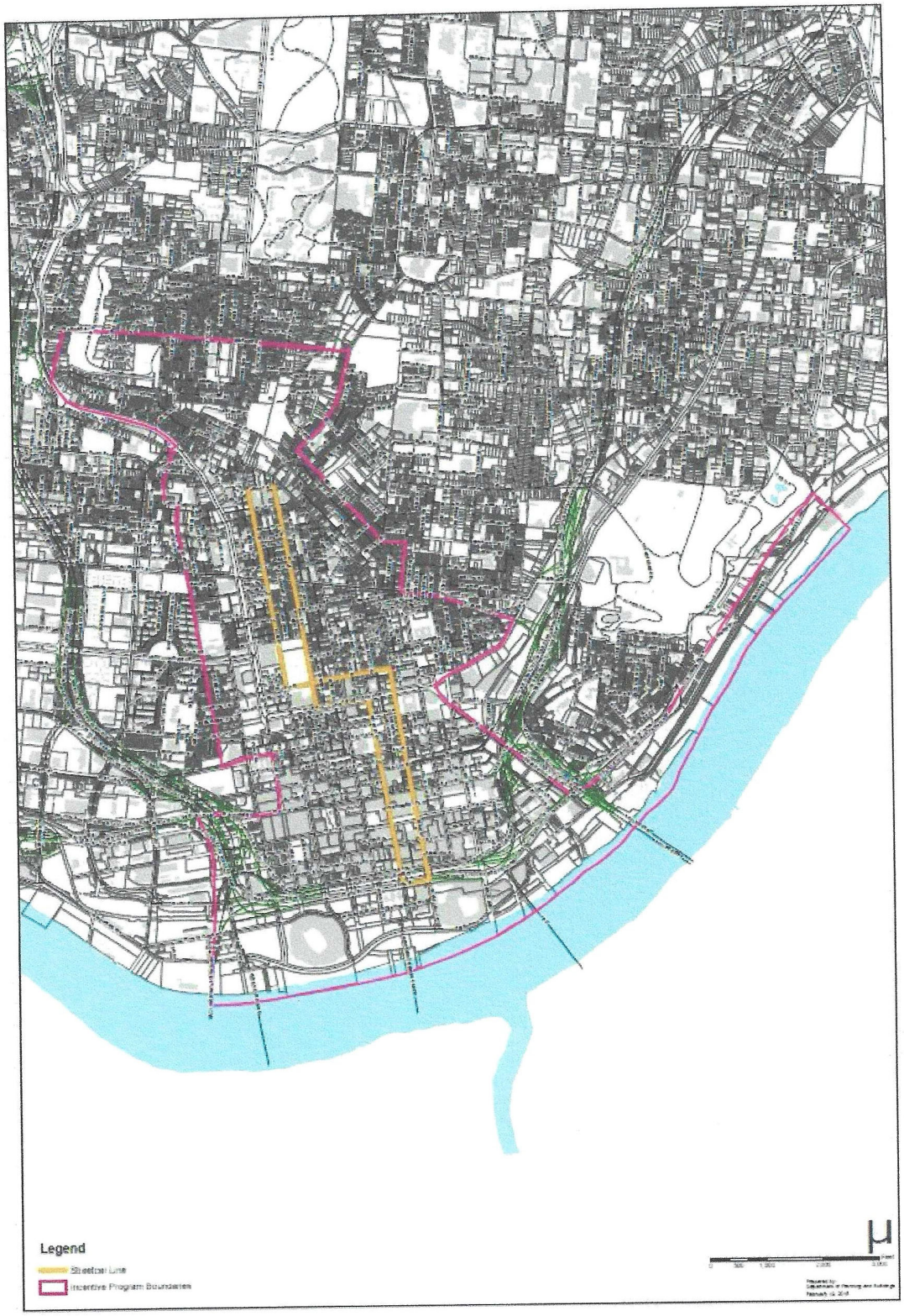
Processing Timeline

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

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

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

city of CINCINNATI
Interdepartment Correspondence Sheet

March 11, 2026

To: Members of City Council

From: Sheryl M. M. Long, City Manager

202601064

Subject: Ordinance – Extending Interim Development Control Overlay District No. 89, "Data Centers" as an interim development control district for an additional nine months

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Transmitted is an Ordinance captioned:

> **EXTENDING** Interim Development Control Overlay District No. 89, "Data Centers" as an interim development control district for an additional nine months, pursuant to Chapter 1431, "Interim Development Control Overlay District Regulations," of the Cincinnati Zoning Code.

The City Planning Commission recommended the nine-month extension of the Interim Development Control (IDC) Overlay District at its meeting on March 6, 2026.

Summary

In January 2026, the City Manager directed the Department of City Planning and Engagement (DCPE) to conduct a zoning study regarding the potential impacts of data centers and propose an Interim Development Control (IDC) Overlay District within the City of Cincinnati for the duration of the study. The City Planning Commission voted to direct DCPE to undertake a zoning study and recommend that City Council establish IDC Overlay District No. 89, "Data Centers." City Council established IDC No. 89, "Data Centers," on February 11, 2026, to go into effect immediately and last a period of three months.

The City Planning Commission recommended the following on March 6, 2026, to City Council:

1) **ADOPT** the Department of City Planning and Engagement's staff findings that the proposed extension of IDC No. 89 meets the criteria set forth in Cincinnati Zoning Code Section 1431-11, *One-Year IDC Overlay Districts,* as discussed on pages 1 – 3 of this report; and,
2) **RECOMMEND** that City Council extend Interim Development Control (IDC) Overlay District No. 89, "Data Centers," for a period of nine additional months, or until the Department of City Planning and Engagement's zoning study is complete and implemented.

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

E M E R G E N C Y

DBS

- 2026

ESTABLISHING Interim Development Control Overlay District No. 89, "Data Centers" as an overlay district for a period of three months, pursuant to Chapter 1431, "Interim Development Control Overlay District Regulations," of the Cincinnati Municipal Code.

WHEREAS, the rapid construction of new data centers, driven primarily by the increased demand for artificial intelligence, cloud services, and digital transformation, gives rise to the possibility for significant changes to land uses that have the potential to adversely impact living conditions, energy costs, health, safety, and quality of life throughout the City; and

WHEREAS, in response to these concerns, the City Manager directed the Department of City Planning and Engagement to undertake a zoning study of certain areas of the City and commence the process for establishing an Interim Development Overlay District ("IDC") over the study area during the pendency of the zoning study; and

WHEREAS, the City Planning Commission at its regularly scheduled meeting on February 6, 2026, and pursuant to Cincinnati Municipal Code Section 1431-05, affirmatively recommended that the Council establish an IDC over the study area to ensure that any development during the pendency of the City's land use study is appropriate and does not detrimentally or adversely impact the implementation of any potential zoning code map amendments that may result from the zoning study; and

WHEREAS, a committee of Council considered the establishment of an IDC to regulate the study area during the pendency of the City's study and further considered the City Planning Commission's affirmative recommendation of the proposed IDC; and

WHEREAS, the Council finds that placing interim development controls over the study area during the pendency of the Department of City Planning and Engagement's study and review is consistent with Plan Cincinnati (2012) and its "Live" Initiative goal which seeks to support and stabilize Cincinnati's neighborhoods (page 160); and

WHEREAS, the Council further finds that the proposed IDC is in the interest of the public's health, safety, and general welfare; now, therefore,

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

Section 1. That Council makes the following findings:

A. The City Manager has directed the Department of City Planning and Engagement to undertake a zoning study within the CC-A, "Commercial Community Auto-Oriented," CG-A, "Commercial General Auto-Oriented," UM, "Urban Mix," DD, "Downtown Development," ML, "Manufacturing Limited," and MG, "Manufacturing General," zoning

B. districts in the City ("Study Area") to investigate the potential impacts of the development of data centers, defined as facilities whose primary purpose is storage, processing, or management of digital data, within the Study Area, and to make recommendations on the adoption of zoning code text amendments that affect permitted land uses within the Study Area.

C. At its regularly scheduled meeting on February 6, 2026, the City Planning Commission affirmatively recommended that the Council establish an Interim Development Control Overlay District ("IDC") over the Study Area, set forth on the map as shown in Attachment "A," attached hereto and incorporated herein, to remain in effect while the Department of City Planning and Engagement conducts its zoning study concerning the development of data centers within the Study Area.

D. The potential zoning code text amendments considered in the zoning study will require study and review by the City Planning Commission, City Administration, and City Council prior to adoption.

E. The establishment of an IDC over the Study Area for a three-month period is necessary to protect the public interest and ensure that any new development is consistent with the preliminary objectives of the City's study during the pendency of the review of the area.

Section 2. That, pursuant to Cincinnati Municipal Code Section 1431-05, the official City zone map is amended to superimpose Interim Development Control Overlay District No. 89, "Data Centers" ("IDC District No. 89"), over the Study Area.

Section 3. That, pursuant to Cincinnati Municipal Code Sections 1431-07 and 1431-15, the Council adopts the Application Review Guidelines for IDC District No. 89, attached hereto as Attachment "B" and incorporated herein by reference, which shall be used by the City Planning Commission in its review of permit applications subject to the guidelines.

Section 4. That, when reviewing permit applications pursuant to Section 3 herein, the City Planning Commission shall be authorized to exercise the same authority granted to the Zoning Hearing Examiner and the Historic Conservation Board, as applicable, to hear and decide applications for variances, special exceptions, conditional uses, certificates of appropriateness, and other development permissions governed by the zoning code.

Section 5. That IDC District No. 89 shall remain in effect for three months following the effective date of this ordinance.

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 impose interim development controls over the Study Area to ensure that the substance and purpose of the planning, land use, and zoning solutions that may result from the Department of City Planning and Engagement's study and review are not prematurely destroyed or impaired.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

ATTACHMENT A

Regulations and Application Review Guidelines for
Interim Development Control Overlay District No. 89,
"Data Centers," and
Designation of Administrative Reviewer

Section I. Applications Subject to Review:

The following applications shall be reviewed by the City Planning Commission during the pendency of Interim Development Control Overlay District No. 89, "Data Centers":

(a) Building permits for:

i. new construction of data centers;
ii. alteration, modification, or expansion of data centers;
iii. changes in use to a data center; and
iv. site improvements associated with data centers.

(b) Certificates of compliance for:

i. new construction of data centers;
ii. alteration, modification, or expansion of data centers;
iii. changes in use to a data center; and
iv. site improvements associated with data centers.

(c) Certificates of appropriateness for:

i. new construction of data centers;
ii. alteration, modification, or expansion of data centers;
iii. changes in use to a data center; and
iv. site improvements associated with data centers.

For the purposes of this section, "data center" shall mean a facility whose primary purpose is the storage, processing, or management of digital data,

Section II. Designated Administrative Reviewer:

Council designates the Department of City Planning and Engagement as the staff reviewing authority for Interim Development Control Overlay District No. 89, "Data Centers."

Section III. Application Review Guidelines:

In addition to any other necessary reviews and approvals as required by the Cincinnati Municipal Code and any other applicable laws, any application subject to review in Section I above shall be reviewed by the City Planning Commission to determine whether the application conforms to all applicable laws, ordinances, and regulations and is in the public interest.

In determining whether the application is in the public interest, the City Planning Commission shall consider those factors listed below that are relevant to the application. The application's failure to conform to any single factor is not necessarily a sufficient basis for denial.

a) *Neighborhood Compatibility and Community Character*. The proposal has a density, scale, size, location, programmatic configuration or function, and use that is compatible with the prevailing site development patterns of adjacent and abutting properties and will not have a material net cumulative adverse impact on the community's health or general welfare.

b) *Zoning.* The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.

c) *No Other Practical Uses*. There are no other practical or economic uses of the subject property currently permitted in the underlying zoning district.

d) *Power and Utility Coordination*. The proposal includes electrical grid impact studies and demonstration of available electrical capacity to serve the proposed use without adverse impacts to existing customers and is designed to avoid disharmonious development patterns.

e) *Water Use and Availability.* The proposal is designed to avoid excessive water consumption that may impair service to existing customers or exceed the public water system capacity.

f) *Stormwater Management*. The proposal is designed to address and minimize potential adverse effects relating to off-site stormwater runoff owing to any relative increase in impervious surface area or decrease in vegetative land cover related to the proposed development.

g) *Guidelines.* The proposal conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.

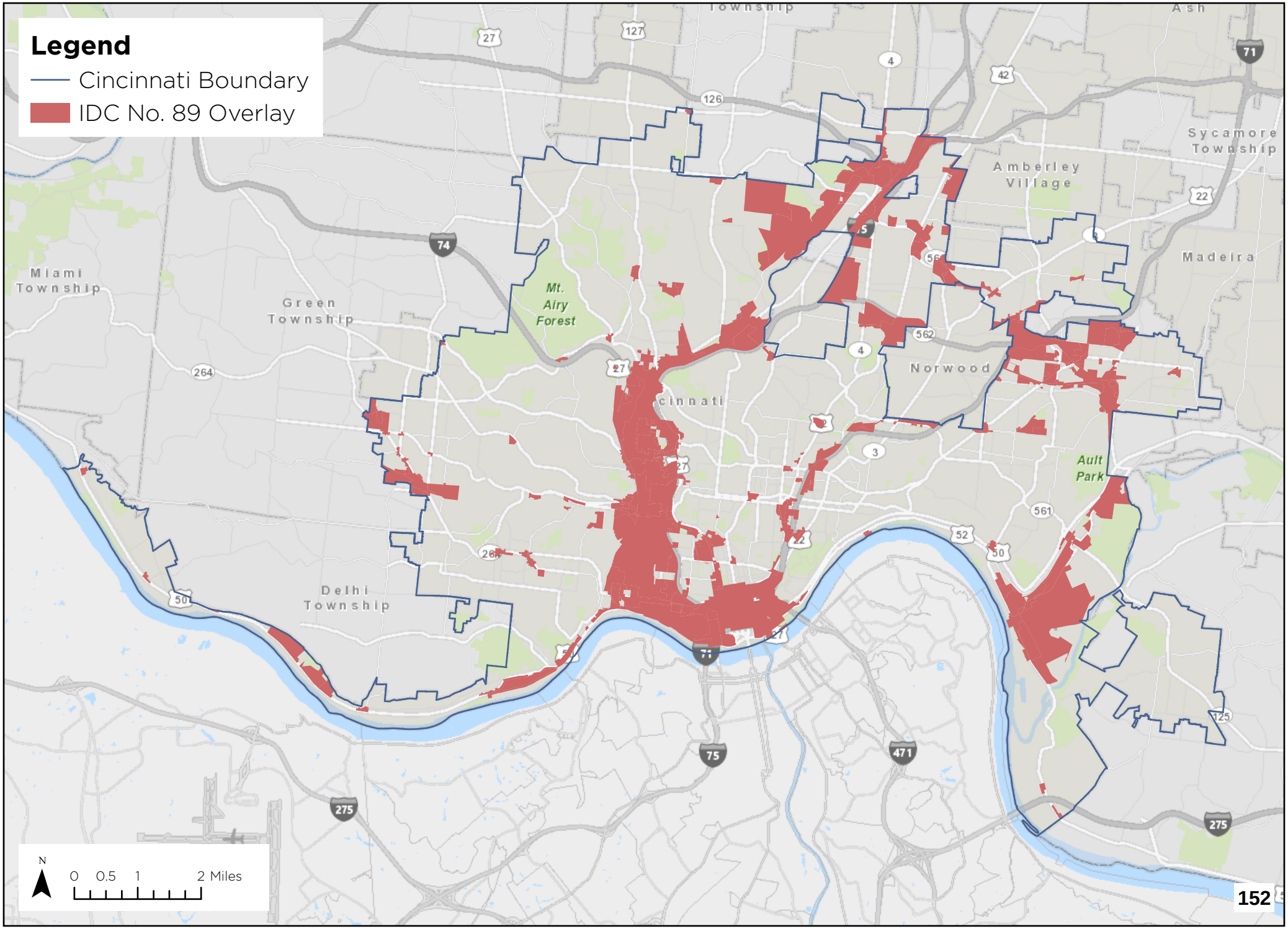
h) *Plans.* The proposal conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.

i) *Proposed Zoning Amendments.* The proposal is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.

j) *Adverse Effects.* Whether the proposal is likely to impose any adverse effect on the access to the property by fire, police, or other public services; traffic conditions; sonic impacts; air quality; or the development, usefulness or value of neighboring land and buildings.

k) *Public Benefits*. Whether the proposed work is likely to provide any economic or other public benefits to the City.

Proposed Interim Development Control Overlay District No. 89, "Data Centers"



ITEM 4

Honorable City Planning Commission **February 6, 2026**
Cincinnati, Ohio

SUBJECT: A report and recommendation on the establishment of Interim Development Control (IDC) Overlay District No. 89, "Data Centers" in the City of Cincinnati for a period of three months.

ATTACHMENTS:
Provided in addition to this report are:

- Exhibit A – Overlay District Map
- Exhibit B – IDC Review Criteria

BACKGROUND:
In January 2026, the Department of City Planning and Engagement received a directive from the City Manager to conduct a zoning study regarding the potential impacts of data centers and propose an Interim Development Control (IDC) Overlay District over certain zoning districts within the City of Cincinnati for the duration of the study. The rapid construction of new data centers, driven primarily by the increased demand for artificial intelligence, cloud services, and digital transformation, gives rise to the possibility for significant changes to land uses that have the potential to adversely impact living conditions, energy costs, health, safety, and quality of life throughout the City. Currently, there is no definition for data centers, so they are classified as indoor storage uses for zoning purposes. The zoning study will result in a definition for data centers and make recommendations for potential Zoning Code text amendments.

The proposed subject area for the IDC Overlay District includes properties within the City of Cincinnati in zoning districts that currently allow indoor storage, because that is how data center applications are currently classified. The following zoning districts comprise the proposed IDC Overlay District, encompassing over 22,000 individual parcels:

- Commercial Community Auto-Oriented "CC-A"
- Commercial General Auto-Oriented "CG-A"
- Urban Mix "UM"
- Downtown Development "DD"
- Manufacturing Limited "ML"
- Manufacturing General "MG"

Pursuant to Section 1431-01 of the Cincinnati Zoning Code, the purpose of the Interim Development Control (IDC) Overlay District is to temporarily regulate the establishment of uses, construction of new buildings and demolition or alteration of existing structures in areas where potential development could be detrimental or have adverse impacts on the implementation of approved amendments to the Cincinnati Zoning Code, approved or adopted plans, or current planning, land use or zoning studies.

CRITERIA FOR AN IDC DISTRICT:
According to Cincinnati Zoning Code Section 1431-05, *Establishment of IDC Overlay Districts*, City Council may establish an IDC Overlay District if the City Planning Commission gives them an affirmative recommendation on the finding that:

(a) *Proposed Amendments.* Amendments to the Cincinnati Zoning Code have been approved or are under consideration through the following actions:

(1) The City Planning Commission has approved amendments to the Cincinnati Zoning Code; or
(2) The City Planning Commission has approved or adopted a comprehensive plan, community plan, urban design, urban renewal plan or other planning document which contains recommendations to amend the Cincinnati Zoning Code; or
(3) The City Planning Commission, City Council or the City Manager has directed City Administration to study planning, land use, or zoning issues in the proposed IDC Overlay District boundary.

The criteria in Section (a)(3) above have been met because the City Manager has directed the Department of City Planning and Engagement to study land use issues related to data centers in the City of Cincinnati.

(b) *Study and Review.* The proposed amendments may substantially affect permitted uses in the area of consideration and will require the study and review by the City Planning Commission, City administration, and Council prior to adoption; and

The study could result in proposed amendments to the City's Zoning Code and/or Zoning Map; these amendments may affect permitted uses and will require the study and review by the City Planning Commission, City Administration, and City Council prior to their adoption.

(c) *Public Interest.* The protection of the public interest requires that interim development controls be imposed during the period of study and review by the City Planning Commission.

The additional review of permits by the City Planning Commission will protect the public interest by ensuring that data center development does not occur without further review by City staff and City Planning Commission during the course of the study. Additionally, the study may result in proposed amendments to the City's Zoning Code and/or Zoning Map.

Section 1431-09 – Three-Month IDC Overlay Districts
Council may establish IDC Overlay Districts to remain in effect for three months without prior notice, advertisement, or public hearing. The Director of City Planning has the duty to give notice of the establishment of the district and the time and place of a public hearing on the extension of the district for an additional nine-month period within ten business days of the establishment of an IDC Overlay District, by placing an advertisement in a newspaper of general circulation and, if less than 100 parcels of property are within the district, by sending the notice to all owners of record.

REGULATIONS AND GUIDELINES FOR THE IDC:
The area proposed for the boundary of IDC Overlay District No. 89 would be the officially recognized boundary of the zoning study in the City of Cincinnati as shown on the attached map in Exhibit A.

According to §1431-15, the City Planning Commission has the duty to review applications in the established IDC Overlay District No. 89.

(a) *Applications Subject to Review.* Specify which of the following permit applications are to be reviewed by the City Planning Commission.

- The Department of City Planning and Engagement recommends that the following permits be reviewed:
    - Building permits, certificates of compliance, and certificates of appropriateness for new construction of data centers; alterations, modification, or expansion of data centers; changes in use to a data center; and site improvements associated with data centers.

(b) *Application Review Guidelines.* Adopt application review guidelines for each application subject to review specified in § 1431-15 for the purposes of providing the City Planning Commission with criteria for the exercise of its authority, as granted in this chapter.

- The Department of City Planning and Engagement recommends application review guidelines as written in Exhibit B.

(c) *Administrative Review.* Designate the city department, division, or official responsible for conducting the administrative review of these applications.

- The Department of City Planning and Engagement recommends that it be designated as the administrative reviewer for IDC Overlay District No. 89.

ANALYSIS:

If the City Planning Commission affirmatively recommends a zoning study of the properties within the proposed IDC Overlay District boundary, as directed by the City Manager, an IDC Overlay District could help to ensure the compatibility of any facilities resembling data centers while the Department of City Planning and Engagement studies the appropriate land uses for the subject zoning districts.

The proposed IDC Overlay District could be established for an initial three months, with a future option to extend an additional nine months if City Council so desires. In order to establish the IDC Overlay District, City Council must receive an affirmative recommendation from the City Planning Commission.

If the three-month IDC is established, a notice of the establishment of the district and the time and place of a public hearing on the extension of the district for an additional nine-month period will need to be sent within ten business days of the establishment. Because there are over 100 parcels of property within the proposed district, notice of the City Planning Commission meeting would not be sent to all owners of record. Rather, it would be circulated by placing an advertisement in a newspaper of general circulation.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

Plan Cincinnati does not specifically address the concerns related to the establishment of IDC Overlay District No. 89, "Data Centers," however conducting a zoning study in this scenario is consistent with two Initiative Areas. It is consistent with the Compete Initiative Area in the Strategy to "build a streamlined and cohesive development process" (p. 111) because the lack of a definition for data centers within the zoning code makes the regulation and approval process more complex. Secondly, there is consistency with the Sustain Initiative Area to "steward resources and ensure long-term viability" (p. 179) and the action step to "analyze the implications and potential costs and benefits associated with land use changes" (p. 204) because the environmental impact of data centers—especially regarding water use and power demand—has caused concern nationwide. More research needs to be conducted regarding appropriate regulation tools to ensure a high quality of life for Cincinnati residents.

RECOMMENDATION:

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following actions:

1) **DIRECT** the Department of City Planning and Engagement to undertake a zoning study within the boundary of the City of Cincinnati as shown in Exhibit A; and,

2) **ADOPT** the Department of City Planning and Engagement staff findings that the proposed IDC Overlay District is in compliance with Cincinnati Zoning Code Section 1431-05, *Establishment of IDC Overlay Districts,* as discussed on pages 1 – 3 of this report; and,

3) **RECOMMEND** that City Council establish Interim Development Control (IDC) Overlay District No. 89, "Data Centers," for a period of three months, finding it to be in the interest of the general public's health, safety, and welfare during the course of the Department of City Planning and Engagement study, which recommendation includes:

    a. Appointing the Department of City Planning and Engagement as the designated administrative reviewer under the IDC; and
    b. Adoption of the IDC permit application list and review guidelines in Exhibit B entitled "Regulations and Application Review Guidelines for Interim Development Control Overlay District No. 89, 'Data Centers,' and Designation of Administrative Reviewer."

Respectfully submitted:

Sophia Ferries-Rowe

Sophia Ferries-Rowe, City Planner
Department of City Planning and Engagement

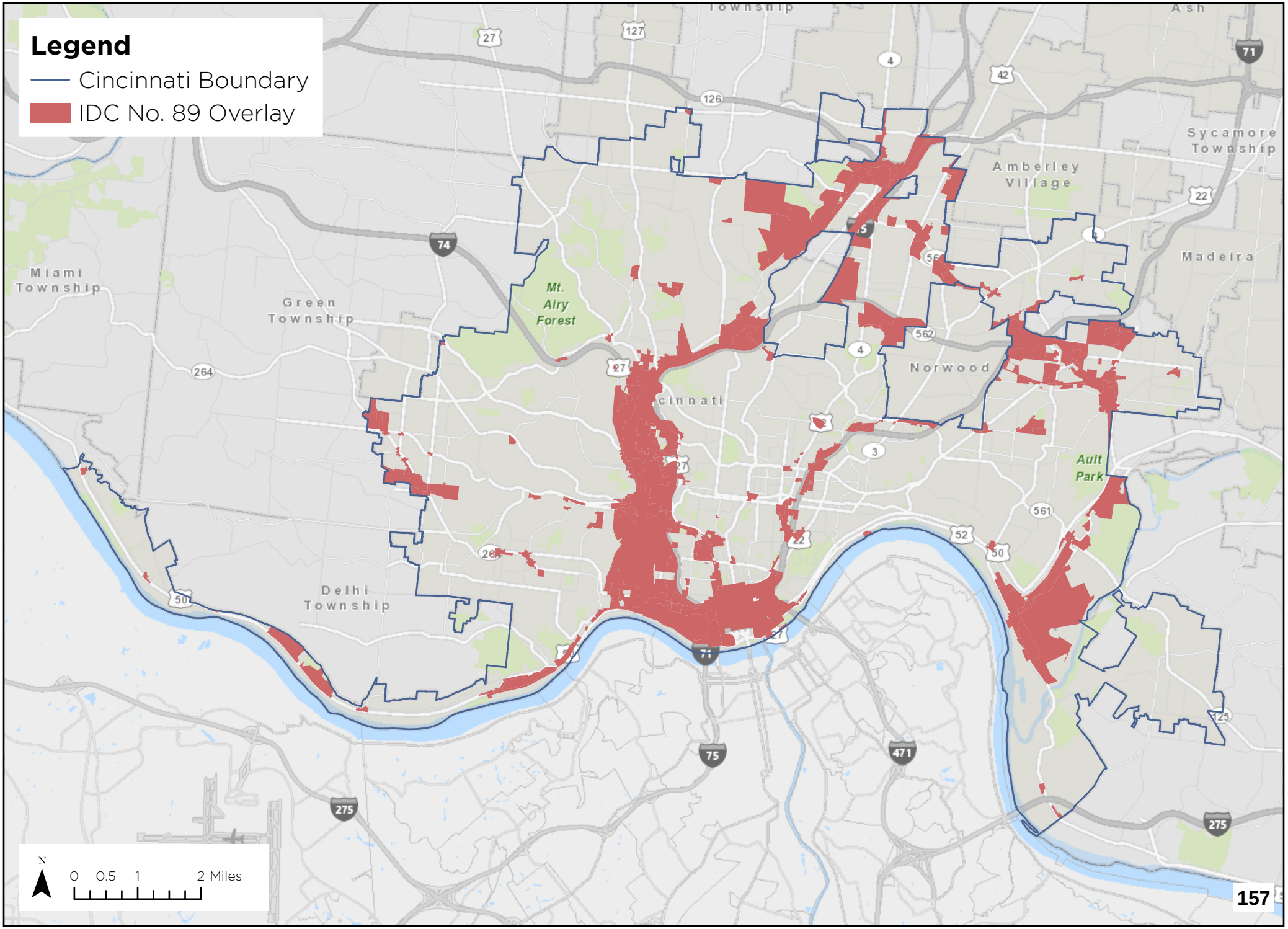
Approved:

Katherine Keough-Jurs

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

Proposed Interim Development Control Overlay District No. 89, "Data Centers"

Exhibit A



Regulations and Application Review Guidelines for
Interim Development Control Overlay District No. 89,
"Data Centers," and
Designation of Administrative Reviewer

Section I. Applications Subject to Review:

The following applications shall be reviewed by the City Planning Commission during the pendency of Interim Development Control Overlay District No. 89, "Data Centers":

(a) Building permits for:

i. new construction of data centers;
ii. alteration, modification, or expansion of data centers;
iii. changes in use to a data center; and
iv. site improvements associated with data centers.

(b) Certificates of compliance for:

i. new construction of data centers;
ii. alteration, modification, or expansion of data centers;
iii. changes in use to a data center; and
iv. site improvements associated with data centers.

(c) Certificates of appropriateness for:

i. new construction of data centers;
ii. alteration, modification, or expansion of data centers;
iii. changes in use to a data center; and
iv. site improvements associated with data centers.

Section II. Designated Administrative Reviewer:

Council designates the Department of City Planning and Engagement as the staff reviewing authority for Interim Development Control Overlay District No. 89, "Data Centers."

Section III. Application Review Guidelines:

In addition to any other necessary reviews and approvals as required by the Cincinnati Municipal Code and any other applicable laws, any application subject to review in Section I above shall be reviewed by the City Planning Commission to determine whether the application conforms to all applicable laws, ordinances, and regulations and is in the public interest.

In determining whether the application is in the public interest, the City Planning Commission shall consider those factors listed below that are relevant to the application. The application's failure to conform to any single factor is not necessarily a sufficient basis for denial.

a) *Neighborhood Compatibility and Community Character*. The proposal has a density, scale, size, location, programmatic configuration or function, and use that is compatible with the prevailing site development patterns of adjacent and abutting properties and will not have a material net cumulative adverse impact on the community's health or general welfare.

b) *Zoning.* The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.

c) *Power and Utility Coordination*. The proposal includes electrical grid impact studies and demonstration of available electrical capacity to serve the proposed use without adverse impacts to existing customers and is designed to avoid disharmonious development patterns.

d) *Water Use and Availability.* The proposal is designed to avoid excessive water consumption that may impair service to existing customers or exceed the public water system capacity.

e) *Stormwater Management*. The proposal is designed to address and minimize potential adverse effects relating to off-site stormwater runoff owing to any relative increase in impervious surface area or decrease in vegetative land cover related to the proposed development.

f) *Guidelines.* The proposal conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.

g) *Plans.* The proposal conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.

h) *Proposed Zoning Amendments.* The proposal is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.

i) *Adverse Effects.* Whether the proposal is likely to impose any adverse effect on the access to the property by fire, police, or other public services; traffic conditions; sonic impacts; air quality; or the development, usefulness or value of neighboring land and buildings.

j) *Public Benefits*. Whether the proposed work is likely to provide any economic or other public benefits to the City.

March 11, 2026

Cincinnati City Council
Council Chambers, City Hall
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

> **EXTENDING** Interim Development Control Overlay District No. 89, "Data Centers" as an interim development control district for an additional nine months, pursuant to Chapter 1431, "Interim Development Control Overlay District Regulations," of the Cincinnati Zoning Code.

Summary:
In January 2026, the City Manager directed the Department of City Planning and Engagement (DCPE) to conduct a zoning study regarding the potential impacts of data centers and propose an Interim Development Control (IDC) Overlay District within the City of Cincinnati for the duration of the study. The City Planning Commission voted to direct DCPE to undertake a zoning study and recommend that City Council establish IDC Overlay District No. 89, "Data Centers." City Council established IDC No. 89, "Data Centers," on February 11, 2026, to go into effect immediately and last a period of three months.

The City Planning Commission recommended the following on March 6, 2026, to City Council:

1) **ADOPT** the Department of City Planning and Engagement's staff findings that the proposed extension of IDC No. 89 meets the criteria set forth in Cincinnati Zoning Code Section 1431-11, *One-Year IDC Overlay Districts,* as discussed on pages 1 – 3 of this report; and,
2) **RECOMMEND** that City Council extend Interim Development Control (IDC) Overlay District No. 89, "Data Centers," for a period of nine additional months, or until the Department of City Planning and Engagement's zoning study is complete and implemented.

Motion to Approve: Ms. Albi
Seconded: Mr. Weber

Ayes: Ms. Beltran
Mr. Dansby
Mr. Eby
Ms. Albi
Mr. Samad
Ms. Sesler
Mr. Weber

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs

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

Carrion, Lisa

From: webapp@cincinnati-oh.gov
Sent: Tuesday, March 3, 2026 4:42 PM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Registration Form

Follow Up Flag: Follow up
Flag Status: Flagged

==========

Submitted: 03/03/2026

APPLICATION TYPE: Registration
LOBBYIST COMPANY NAME: DSD Advisors LLC
LOBBYIST FNAME: Annalese
LOBBYIST LNAME: Cahill
LOBBYIST ADDRESS: 255 E Fifth Street 1900, Cincinnati, Ohio 45202
LOBBYIST PHONE: 5138325428
LOBBYIST EMAIL: annalesecahill@gmail.com
LOBBYIST OCCUPATION: Government Affairs
LOBBYIST POSITION: Government Relations Manager
CLIENT COMPANY NAME: ArtWorks
CLIENT FNAME: Colleen
CLIENT LNAME: Houston
CLIENT ADDRESS: 2429 Gilbert Avenue
CLIENT PHONE: (513) 333-0388
CLIENT EMAIL: colleen@artworkscincinnati.org
CLIENT BUSINESS: Arts/Entertainment
LEGISLATION TYPE: Loans or Grants from the City
LEGISLATION TYPE_OTHER:
LEGISLATION DESCRIPTION: Government Relations support for ArtWorks capital and operating projects
CERTIFY: Yes
SIGNATURE: Annalese Cahill

==========

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600970

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – FY 2026 Office Budget Adjustments**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer of $1,300 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

EESW/IMD(dbr)
Attachment
4903-3640-2065

EMERGENCY

City of Cincinnati

IMD EESW

An Ordinance No._____ - 2026

AUTHORIZING the transfer of $1,300 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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

Section 1. That $1,300 existing within Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 is transferred to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure necessary funds for the operation of Vice Mayor Kearney's office.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202600968

Subject: **Emergency Ordinance – Clerk of Council: Then and Now Payment to ProSource**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance authorizes the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

The City of Cincinnati entered into a contract with Cincinnati Copiers Incorporated dba ProSource ("Contractor") on February 1, 2025, to provide leased printers, copiers, and related services to City departments. The Clerk of Council's Office received printer and copier services from May 1, 2025, through May 31, 2025, but insufficient funds were encumbered for the services provided during that period.

Pursuant to Ohio Revised Code (ORC) 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 contract began and at the time the attached certificate was issued.

The reason for the emergency is the immediate need to pay Contractor for the outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachments

E M E R G E N C Y

AEP

- 2026

AUTHORIZING the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on February 1, 2025, the City entered into a contract with Cincinnati Copiers Incorporated dba ProSource ("Contractor") to provide leased printers, copiers, and related services to the City's departments; and

WHEREAS, pursuant to the terms of the contract, the Clerk's Office received printer and copier services from May 1, 2025, through May 31, 2025, but insufficient funds were encumbered for the services during that period; and

WHEREAS, Contractor has invoiced the Clerk's Office $154 beyond the funds originally encumbered for services received from May 1, 2025, through May 31, 2025; 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 contract began and at the time the attached certificate was issued; and

WHEREAS, Council desires to pay Contractor $154 for printer and copier services received from May 1, 2025, through May 31, 2025; 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 $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource ("Contractor") for printer and copier services provided from May 1, 2025, through May 31, 2025.

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 Contractor for the outstanding charges in a timely manner.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

CITY OF CINCINNATI

DIRECTOR OF FINANCE

THEN AND NOW CERTIFICATE

I, Steve Webb, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, on February 1, 2025, the City entered into a contract with Cincinnati Copiers Incorporated dba ProSource ("Contractor") to provide leased printers, copiers, and related services to the City's departments; and

WHEREAS, this contract has been amended and is now effective through December 31, 2026;

WHEREAS, pursuant to the terms of the contract, the Clerk's Office received printer and copier services from May 1, 2025, through May 31, 2025, but insufficient funds were encumbered for the services in that period; and

WHEREAS, Contractor has invoiced the Clerk's Office $154.00 beyond the funds originally encumbered for services received from May 1, 2025, through May 31, 2025; and

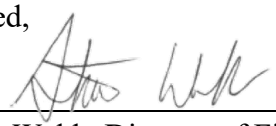
WHEREAS, funds were appropriated and available in Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to provide payment for these charges at the time they were authorized and incurred, and the resources remain available in the account; and

WHEREAS, Contractor has received payment up to the amount of the original certification for the services provided, but has not received the remaining $154.00;

NOW, THEREFORE,

1. As of February 1, 2025, 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 City's contract with Cincinnati Copiers Incorporated dba ProSource. 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 Cincinnati Copiers Incorporated dba ProSource during this time period.

Signed,



Steve Webb, Director of Finance
City of Cincinnati

Date: 2/25/2026

4922-9948-6865, v. 1

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

202600966

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Fire: Then & Now Payment to Terracon Consultants, Inc.**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance authorizes the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

The City has a Master Services Agreement (MSA) (107 35x0017) with Terracon Consultants, Inc. for environmental services, which has been amended and is now effective through December 31, 2026. Pursuant to the MSA, the City entered into Work Order MAC0001941 for environmental sampling services at Firehouse 12, effective between January 28, 2025, and December 31, 2025. The total amount invoiced by Terracon Consultants, Inc. for the environmental sampling services was $15,878.77, but only $10,000 was originally encumbered, necessitating a then and now certificate for the remaining $5,878.77.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance issued the attached 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 contract began and at the time the attached certificate was issued.

The reason for the emergency is the immediate need to pay Terracon Consultants, Inc. for the outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

AEP

- 2026

AUTHORIZING the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, the City has a Master Services Agreement (107 35x0017) (the "Agreement") with Terracon Consultants, Inc. ("Contractor") for environmental services, which has been amended and is now effective through December 31, 2026; and

WHEREAS, pursuant to the Agreement, the City entered into Work Order MAC0001941 for environmental sampling services at Firehouse 12, effective between January 28, 2025 and December 31, 2025; and

WHEREAS, the Office of Environment & Sustainability certified $10,000 for this work, but this amount was insufficient to cover the entirety of the labor and sampling services provided by Contractor; and

WHEREAS, a total of $15,878.77 was invoiced for services provided, requiring a then and now certificate for the $5,878.77 exceeding the encumbrance; 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 to pay such charges under the contract both at the time the contract began and at the time the attached certificate was issued; and

WHEREAS, Council desires to pay Contractor $5,878.77 for the outstanding charges for environmental sampling services at Firehouse 12; 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 $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

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 Terracon Consultants, Inc. for the outstanding charges in a timely manner.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

CITY OF CINCINNATI

DIRECTOR OF FINANCE

THEN AND NOW CERTIFICATE

I, Steve Webb, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, the City entered into a Master Services Agreement beginning on February 23, 2023, with Terracon Consultants, Inc. ("Contractor") for environmental services; and

WHEREAS, this contract has been amended and is now effective through December 31, 2026;

WHEREAS, pursuant to the Master Services Agreement, the City entered into Work Order Number MAC0001941 for environmental sampling services at Firehouse 12, which was effective from January 28, 2025through December 31, 2025; and

WHEREAS, $10,000 was properly certified to the contract for the project, but this amount was insufficient to cover the entirety of the labor and sampling services provided by the Contractor;

WHEREAS, pursuant to the terms of the Master Services Agreement and Work Order, Contractor provided the City with environmental sampling services amounting to $15,878.77; and

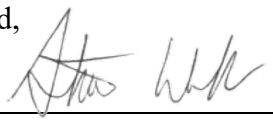
WHEREAS, funds were appropriated and available in 050x272x2700x7289 to provide payment for these charges at the time they were authorized and incurred, and the resources remain available in the account; and

WHEREAS, Contractor has received payment up to the amount of the original certification for the services provided, but has not received the remaining $5,878.77;

NOW, THEREFORE,

1. As of January 28, 2025, 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 City's contract with Terracon Consultants, Inc. 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 Terracon Consultants, Inc. during this time period.

Signed,



Steve Webb, Director of Finance
City of Cincinnati

Date: 2/24/2026

4930-8957-5056, v. 1

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

202600967

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Finance: Moral Obligation Payment to CCH Incorporated**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

Approval of this Emergency Ordinance authorizes the payment of $13,355 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026. Sufficient funds exist in the account to make the payment.

CCH Incorporated provides software licenses and maintenance services that are critical to the Finance Department's preparation of the Annual Comprehensive Financial Report (ACFR). Due to procurement and contract development delays, an agreement with CCH Incorporated was not executed prior to the start of the service period on January 1, 2026.

The reason for the emergency is the immediate need to pay CCH Incorporated in a timely manner for outstanding charges.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

AEP

-2026

AUTHORIZING the payment of $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

WHEREAS, CCH Incorporated provides software licenses and maintenance services that are critical to the Finance Department's preparation of the Annual Comprehensive Financial Report; and

WHEREAS, due to procurement and contract development delays, an agreement with CCH Incorporated was not executed prior to the start of the service period on January 1, 2026; and

WHEREAS, there are sufficient funds in General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 to pay for the licenses and services provided by CCH Incorporated; and

WHEREAS, Council desires to pay to CCH Incorporated for outstanding charges of $13,335 related to software licenses and maintenance services from January 1, 2026 through December 31, 2026; 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 $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

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 CCH Incorporated in a timely manner for outstanding charges.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of Council

From: Sheryl M. M. Long, City Manager 202600969

Subject: **Emergency Ordinance – Police: Acceptance of Monetary Donation from the Cincinnati Blue Line Foundation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department. This Emergency Ordinance also authorizes the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

The Cincinnati Blue Line Foundation has generously offered to donate $5,000 to support police recruitment efforts by the Cincinnati Police Department.

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

Acceptance of this donation is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as described on pages 209-211 of Plan Cincinnati (2012).

The reason for the emergency is the need to ensure timely acceptance of the donation from the Cincinnati Blue Line Foundation.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

JWF

- 2026

AUTHORIZING the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

WHEREAS, the Cincinnati Blue Line Foundation has generously offered to donate $5,000 to support police recruitment efforts by the Cincinnati Police Department; and

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

WHEREAS, supporting police recruitment efforts is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as described on pages 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Public Safety Special Projects Fund revenue account no. 456x8571.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to ensure timely acceptance of the donation from the Cincinnati Blue Line Foundation.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 4, 2026

To: Mayor and the Members of City Counsel

From: Sheryl M. M. Long, City Manager

202600972

Subject: **Emergency Ordinance – Cybersecurity Program**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

Attachment
4903-9390-7602

EMERGENCY

City of Cincinnati

IMD EESW

An Ordinance No. _____ - 2026

AUTHORIZING the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

WHEREAS, Ohio Revised Code ("R.C.") 9.64, enacted through House Bill 96 and effective September 30, 2025, requires the legislative authority of each political subdivision to adopt a cybersecurity program that safeguards the political subdivision's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, R.C. 9.64 requires that such cybersecurity program be consistent with generally accepted best practices for cybersecurity, including, but not limited to, the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Center for Internet Security (CIS) cybersecurity best practices; and

WHEREAS, R.C. 9.64 further establishes requirements related to incident reporting, legislative approval of ransomware payments, and the treatment of cybersecurity-related records under Ohio law; and

WHEREAS, the Ohio Auditor of State has issued guidance directing political subdivisions to formally adopt a cybersecurity program through legislative action; and

WHEREAS, the City recognizes the importance of safeguarding its data, information technology systems, and information technology resources against cybersecurity threats and ransomware incidents; and

WHEREAS, in accordance with Administrative Regulation 45, implemented by the City Manager on June 17, 2010, the City's Department of Enterprise Technology Solutions (ETS) has long maintained an Information Security Policy that is consistent with generally accepted cybersecurity best practices and aligned with the requirements set forth in R.C. 9.64; now, therefore,

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

Section 1. That the City Manager is authorized to adopt a cybersecurity program in compliance with Ohio Revised Code ("R.C.") 9.64 to safeguard the City's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity consistent with generally accepted best practices.

Section 2. That the Department of Enterprise Technology Solutions (ETS) or its successor is designated as the department that is responsible for the administration, implementation, oversight, and periodic review of the City's cybersecurity program to ensure continued compliance with R.C. 9.64 and generally accepted cybersecurity best practices.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to comply with the terms of Section 1, and to implement, administer, maintain, and update the cybersecurity program as necessary to ensure continued compliance with R.C. 9.64.

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 comply with R.C. 9.64.

Passed _____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

E M E R G E N C Y

IMD

- 2026

AUTHORIZING the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

WHEREAS, Ohio Revised Code ("R.C.") 9.64, enacted through House Bill 96 and effective September 30, 2025, requires the legislative authority of each political subdivision to adopt a cybersecurity program that safeguards the political subdivision's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, R.C. 9.64 requires that such cybersecurity program be consistent with generally accepted best practices for cybersecurity, including, but not limited to, the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Center for Internet Security (CIS) cybersecurity best practices; and

WHEREAS, R.C. 9.64 further establishes requirements related to incident reporting, legislative approval of ransomware payments, and the treatment of cybersecurity-related records under Ohio law; and

WHEREAS, the Ohio Auditor of State has issued guidance directing political subdivisions to formally adopt a cybersecurity program through legislative action; and

WHEREAS, the City recognizes the importance of safeguarding its data, information technology systems, and information technology resources against cybersecurity threats and ransomware incidents; and

WHEREAS, in accordance with Administrative Regulation 45, implemented by the City Manager on June 17, 2010, the City's Department of Enterprise Technology Solutions (ETS) has long maintained an Information Security Policy that is consistent with generally accepted cybersecurity best practices and aligned with the requirements set forth in R.C. 9.64; now, therefore,

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

Section 1. That the City Manager is authorized to adopt a cybersecurity program in compliance with Ohio Revised Code ("R.C.") 9.64 to safeguard the City's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity consistent with generally accepted best practices.

Section 2. That the Department of Enterprise Technology Solutions (ETS) or its successor is designated as the department that is responsible for the administration, implementation, oversight, and periodic review of the City's cybersecurity program to ensure continued compliance with R.C. 9.64 and generally accepted cybersecurity best practices.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to comply with the terms of Section 1, and to implement, administer, maintain, and update the cybersecurity program as necessary to ensure continued compliance with R.C. 9.64.

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 comply with R.C. 9.64.

Passed _____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4903-9390-7602, v. 1

city of CINCINNATI

Interdepartmental Correspondence Sheet

20260971

Date: March 4, 2026

To: Councilmember Meeka Owens

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Ordinance – Repealing CMC 108-9**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 108, "Administrative Services," of the Cincinnati Municipal Code ("CMC") by **REPEALING** Section 108-9, "Press Passes," to streamline the CMC and to express the City's support of open and accessible municipal government.

EESW/CNS(dbr)
Attachment
4929-0861-2496

City of Cincinnati

CNS EESW

An Ordinance No. _____ - 2026

MODIFYING the provisions of Chapter 108, "Administrative Services," of the Cincinnati Municipal Code ("CMC") by **REPEALING** Section 108-9, "Press Passes," to streamline the CMC and to express the City's support of open and accessible municipal government.

WHEREAS, Section 108-9, "Press Passes," of the Cincinnati Municipal Code ("CMC") authorizes "[t]he director of safety or the person designated by the director of safety . . . to issue press passes to members of the news media and to adopt regulations for the use of and to set the fee for press passes"; and

WHEREAS, the City no longer issues press passes nor charges any fees related to the issuance of press passes, as most news organizations and media outlets provide press credentials for their employees; and

WHEREAS, Council recognizes the importance of open and accessible municipal government to the citizens of Cincinnati and supports transparency with media outlets; and

WHEREAS, the City has determined that CMC Section 108-9 is no longer necessary, is not currently utilized in practice, and should be repealed to streamline and eliminate an obsolete provision from the CMC; now, therefore,

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

Section 1. That existing Section 108-9, "Press Passes," of Chapter 108 of the Cincinnati Municipal Code is repealed.

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

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

202600964

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance – 6130, 6134, 6136, and 6146 Montgomery Road Acquisition – Pleasant Ridge Development Corporation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 to provide resources for the acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $80,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development personnel operating budget account no. 523x164x7100 to provide staffing resources in support of the acquisition of real property in the Pleasant Ridge neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

STATEMENT

The Pleasant Ridge Development Corporation ("PRDC" or the "Developer") intends to acquire the real properties located at 6130, 6134, 6136, and 6146 Montgomery Road (collectively, the "Property") to redevelop key parcels in the Pleasant Ridge Neighborhood Business District. By investing in the acquisition of the Property, the City of Cincinnati ("the City") would unlock nearly two acres of development potential, enabling a dedicated Community Development Corporation (CDC) to gain site control and catalyze neighborhood transformation.

BACKGROUND/CURRENT CONDITIONS

For over a decade, PRDC has strategically acquired properties near and within the business district to revitalize key sites. In 2019, the organization secured a $375,000 grant through the City's Neighborhood Business District Improvement Program (NBDIP) to acquire land adjacent to the Property at 6114 Montgomery Road. In 2024, PRDC partnered with the Port to secure a $28,882 grant through the Ohio Department of Development's Building Demolition and Site Revitalization Program and subsequently demolished 6114 Montgomery Road to prepare the sites for future redevelopment.

Combined with 6114 Montgomery Road, the Property represents 1.9 acres of critical development potential positioned to transform the Pleasant Ridge Neighborhood Business District. Acquisition of these parcels would enable PRDC to pursue a collaborative redevelopment of the full assembled site. There are currently two businesses operating on the Property; PRDC is committed to working with the existing tenants throughout the acquisition process to support their continued success.

This request has broad community support. The Pleasant Ridge Development Corporation passed a resolution in support on September 11, 2025, and the Pleasant Ridge Community Council voted in favor on October 7, 2025 (24 yes, 2 no, 1 abstention). On October 8, 2025, PRDC, the Community Council, and the Pleasant Ridge Business Association submitted a joint letter of support. The City also hosted a Community Engagement Meeting to gather public feedback; results are available here: https://www.cincinnati-oh.gov/planning/community-engagement/past-community-engagement-meetings/community-engagement-meeting-for-montgomery-road-properties/.

DEVELOPER INFORMATION

PRDC is a local nonprofit founded in 1994 that collaborates with the Pleasant Ridge Community Council and Business Association to advance the development and enhancement of the neighborhood. In 31 years of operation, they have leveraged over $2.4 million in public funds to drive tens of millions of dollars in neighborhood investment.

Key accomplishments include the redevelopment of 6099 Montgomery Road, now home to Goodfellas Pizza, Nine Giant, Hello Honey, and Fermentorium. They also played a central role in The Ridge, a $30 million mixed-use development that created 83 new housing units. Recently, PRDC was awarded $88,814 through NBDIP to acquire 6100 Montgomery Road, a property located a few blocks from the subject parcels, which was purchased and demolished in 2024. They also acquired 6110 Ridge Avenue for $425,000, marketing it for business operation and capital investment. PRDC continues to partner with neighborhood organizations to advance quality housing, commercial vitality, and pedestrian safety in Pleasant Ridge.

PROPOSED INCENTIVE

The Administration recommends $2,052,800 to fund the Developer for TIF District-eligible costs related to acquisition of the Property. The ordinance also provides $80,000 for City personnel costs associated with project administration and oversight.

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	6130, 6134, 6136, and 6146 Montgomery Road Acquisition – Pleasant Ridge Development Corporation
Street Address	6130, 6134, 6136, and 6146 Montgomery Road Acquisition, Cincinnati, OH 45213
Neighborhood	Pleasant Ridge
Project Type	Property Acquisition
Project Cost	Acquisition Costs: $2,052,800 Total Project Cost: $2,052,800
Private Investment	Developer Equity: $31,250
Sq. Footage	15,470 sq ft – Commercial
Location and Transit	Walk Score: 75 Transit Score: 41
Community Engagement	Community Council voted in support on October 7, 2025. Letter of support from Pleasant Ridge Development Corporation, Pleasant Ridge Community Council, and Pleasant Ridge Business Association dated October 8, 2025. Community Engagement Meeting held on December 17, 2025.
Plan Cincinnati Goals	Compete Initiative Area Goal (p. 114-117)

Project Image and Site Map

Proposed Incentive

Property Transaction Types	Direct Funding – District TIF
TIF District Grant	$2,052,800

E M E R G E N C Y

ZDS

- 2026

AUTHORIZING the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 to provide resources for the acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $25,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development personnel operating budget account no. 523x164x7100 to provide staffing resources in support of the acquisition of real property in the Pleasant Ridge neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code ("R.C.") Section 5709.40(A)(8)) that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Pleasant Ridge Development Corporation ("Developer") desires to acquire certain real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described in the Funding Agreement attached as Attachment A hereto (the "Property"), for the eventual marketing and disposal of such property for its ultimate redevelopment (the "Project"); and

WHEREAS, the City's Department of Community and Economic Development has recommended that the City provide a grant to Developer in an amount of up to $2,052,800 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 515-2019, passed by Council on December 18, 2019, the City created District 23 - Pleasant Ridge Incentive District (the "TIF District") to, in part, fund "Public Infrastructure Improvement[s]" as defined in R.C. Section 5709.40(A)(8), that benefit and/or serve the TIF District, including acquisition of real property in aid of industry, commerce, distribution, or research; and

WHEREAS, the Property is located within the boundaries of the TIF District; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its

political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution, and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement, or equipment of such property, structures, equipment, and facilities; and

WHEREAS, the City believes that the economic benefits of the Project will benefit and/or serve the TIF District; is in the vital and best interests of the City and health, safety, and welfare of its residents; and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, providing resources for acquisition of property by Developer is in accordance with the "Compete" goal to "[c]ultivate our position as the most vibrant and economically healthiest part of our region" as well as the strategy to "[t]arget investment to geographic areas where there is already economic activity" as described on pages 114-120 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Funding Agreement with Pleasant Ridge Development Corporation ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which: (a) Developer will acquire certain real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described in the Agreement (the "Property"), for the eventual marketing and disposal of the Property for its ultimate redevelopment (the "Project"), and (b) the City will make a grant of up to $2,052,800 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 to Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 is authorized to provide resources in the form of a grant to finance the Project, as allowable by Ohio law and as further described in the Agreement.

Section 3. That the transfer and appropriation of $25,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 to Department of Community and Economic Development personnel operating budget account no. 523x164x7100 is authorized to provide staffing resources in support of the Project, as allowable by Ohio law.

Section 4. That Council hereby declares that the Project (a) serves a public purpose, and (b) constitutes a "Public Infrastructure Improvement" (as defined in Ohio Revised Code ("R.C.") Section 5709.40(A)(8)), that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

Section 5. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all closing documents, agreements, amendments, and other instruments pertaining to the Project.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the closing and acquisition of the Property and commencement of the Project as soon as possible, which will result in the stimulation of economic growth in the Pleasant Ridge neighborhood at the earliest possible date.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4913-3245-9410, v. 2

Contract No. _____

FUNDING AGREEMENT

by and between

CITY OF CINCINNATI,
an Ohio municipal corporation

and

PLEASANT RIDGE DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

Project Name: 6130, 6134, 6136, and 6146 Montgomery Road Acquisition
(grant for the acquisition of real property located at Pleasant Ridge)

Date: _____, 2026

FUNDING AGREEMENT

(6130, 6134, 6136, and 6146 Montgomery Road Acquisition)

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 **PLEASANT RIDGE DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, P.O. Box 128705, Cincinnati, Ohio 45212 ("**Developer**").

Recitals:

A. Pursuant to a *Purchase and Sale Agreement* dated April 2, 2025, between Developer and Pleasant Ridge Investors, LLC ("**Seller**"), as may be amended, Developer has obtained the right to purchase the real property located at 6130**,** 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described on Exhibit A (*Site Plan & Legal Description*) hereto (the "**Property**").

B. Developer desires to complete certain due diligence and, subject to Developer's satisfaction with its review of any such due diligence materials, thereafter, acquire the Property, as further described on Exhibit B (*Statement of Work and Budget*) hereto (the "**Project**").

C. Following Developer's acquisition of the Property, Developer has agreed to (i) market the Property to a third-party developer or end-user of the Property, (ii) propose a redevelopment plan for the Property, and (iii) cause the redevelopment of the Property in order to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Pleasant Ridge neighborhood, as further described in Exhibit B (the "**Future Project**").

D. To facilitate both the Project and the Future Project, and to promote the economic feasibility thereof, the City, upon the recommendation of the City's Department of Community and Economic Development ("**DCED**"), desires to provide financial assistance for the Project, including a cash grant in an amount not to exceed $2,052,800 (the "**Funds**"), which the City will make available at Closing (as defined below) for the purpose of acquiring the Property, as further described in Exhibit B, subject to the terms and conditions of this Agreement.

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

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. _____-2026, passed by City Council on _____, which appropriated funds for the acquisition of the Property, which the City has determined constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 23 – Pleasant Ridge Incentive District.

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

1. Term. The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date Developer has satisfied all obligations to the City under this Agreement, including the Future Project (the "**Term**"). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. Project.

(A) Project and Due Diligence. Developer shall complete all work in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.

(B) Indoor Air Sampling. Upon request by the City and no later than 30 days after the Effective Date, Developer shall perform indoor air sampling for the environmental condition of the Property, in addition to any sampling conducted pursuant to a Phase I Environmental Site Assessment or Phase II Environmental Site Assessment, in a manner and location(s) approved by the City in its sole and absolute discretion.

(C) Acquisition of Property. Upon Developer's and the City's approval of the Due Diligence Materials, and subject to the terms and conditions of this Agreement, Developer shall close on the purchase of the Property from the Seller (the "**Closing**") not later than March 31, 2026, or on such earlier or later date as the parties agree. Developer warrants that, at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded encumbrances, if any, that will not impair or impede the completion of the Project or the Future Project, as more particularly described on Exhibit B. At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by April 30, 2026; *provided however*, upon Developer's request, the Director of DCED may, in her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

3. Future Project. Following Closing, Developer shall diligently market the Property for sale or lease to a developer, or end-user in accordance with Exhibit B. Developer shall identify an end-user for the Property and submit to the City for its approval, which approval may be withheld in the City's sole and absolute discretion, its proposed end-user of the Property along with a plan for the redevelopment of the Property no later than 60 months from Closing (the "**Disposition Date**"), *provided however* upon Developer's request and at the DCED Director's sole and absolute discretion, the City may extend the Disposition Date by up to 12 months by providing written notice to Developer. Developer shall market the Property with the intent that the Property be redeveloped into the Future Project, as more particularly described on Exhibit B. Notwithstanding the foregoing, Developer hereby acknowledges that it has not entered into any agreement, including, without limitation, contracts, letters of intent, or memoranda of understanding, regarding the Future Project, and Developer shall not enter into such an agreement regarding the Future Project without the City's prior written approval, nor shall Developer sell, transfer, or convey any interest in the Property without the City's prior written consent, which may be withheld in the City's sole and absolute discretion (the "**Future Project Covenant**"). At the Closing, Developer shall execute a Restrictive Covenant memorializing the Future Project Covenant, substantially in the form of Exhibit C (*Form of Restrictive Covenant*) hereto, and record said Restrictive Covenant in the real property records of Hamilton County, Ohio Records, all at Developer's expense. Developer shall provide a time-stamped copy of the recorded Restrictive Covenant to DCED within 3 days after its recording.

4. City Financial Assistance. Provided that Developer and the City are satisfied with the Due Diligence Materials, and subject to the terms and conditions of this Agreement, the City agrees to provide the Funds to Developer for the Project. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(A) Use of Funds. The Funds shall be used for the acquisition of the Property and associated costs, as itemized on Exhibit B, and for no other purpose. Following the City's approval or waiver of the Due Diligence Materials, the City shall transfer the Funds to Summit Title Co. (the "**Escrow Agent**"), along with a closing escrow instruction letter detailing the conditions for release of the Funds at Closing. Following the City's approval or waiver of the Due Diligence Materials, in the City's sole and absolute discretion, and within 30 days of the City's receipt of a proper payment voucher, the City will instruct the Escrow Agent to release the Funds to Developer at Closing to facilitate Developer's purchase of the Property from Seller. The City shall not disburse any portion of the Funds to Developer in advance of the Closing. If the amount of funds necessary to finance the acquisition is less than the amount specified in Exhibit B, then the amount of Funds made available by the City under this Agreement shall be reduced to such lesser amount, in which case Developer shall return to the City

any Funds disbursed by the City in excess of the amount required to acquire the Property. Notwithstanding the foregoing, nothing herein shall prevent Developer from seeking a reimbursement for its costs associated with acquiring the Property after Closing in lieu of having the Funds disbursed to the Escrow Agent, *provided that* (i) Developer has provided the Due Diligence Materials (as defined below) to the City and the City has approved the same, (ii) all other requirements for disbursement of the Funds have been satisfied, and (iii) Developer submits a completed draw request with all additional documentation requested by the City.

(B) Conditions Precedent to Disbursement. The obligation of the City to disburse any portion of the Funds is subject to the satisfaction or waiver in the City's sole and absolute discretion, of all of the following items (the "**Due Diligence Materials**"), which Developer shall deliver to the City:

(i) Site Control and Evidence of Clear Title. Developer shall present evidence, satisfactory to the City, that Developer will acquire marketable title to the Property in fee simple absolute, and that said title is free, clear, and unencumbered;

(ii) Survey. Developer shall present evidence that it has obtained a survey of the Property and new legal descriptions to ensure Developer is receiving marketable title to the Property;

(iii) Title Commitment. Developer shall provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer;

(iv) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Future Project;

(v) Environmental Report. Developer must deliver to the City an Environmental Reliance Letter issued by Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("**OES**"), stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments or testing as may be required by OES, in a form acceptable to the City;

(vi) Budget. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on Exhibit B hereto (the "**Budget**");

(vii) Inspection Report. Developer shall provide to the City an inspection report prepared by a qualified engineer, property inspector, licensed architect, or general contractor assessing the current condition of the Property;

(viii) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;

(ix) Financing. Developer must present evidence that all other financing necessary for the Project has been obtained;

(x) Appraisal. Developer shall provide to the City an appraisal of the Property indicating its fair market value;

(xi) Leases and Tenant Agreements. Developer shall provide a copy of all lease agreements with any tenants of the Property and also provide any further documentation as may be required by the City detailing Developer's intentions for the renewal of any lease or ongoing tenancy at the Property or the relocation of any tenants located thereon, including but not limited to any documents executed by and between the Developer and any tenants of the Property;

(xii) No Default. Developer shall be in full compliance with all requirements of this Agreement; and

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

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED.

(C) No Other City Assistance. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the Project.

5. Maintenance of Property.

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

(B) Maintenance of Property. Following Developer's acquisition of the Property and throughout the Term of this Agreement, Developer shall be responsible for all real estate taxes, maintenance costs, and other costs associated with the Property and the City shall have no obligation to reimburse Developer for the same.

6. Insurance; Indemnity.

(A) Insurance. Until such time as all work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by Developer's lenders for the Project, and (iv) such other insurance as may be reasonably required by the City. All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of the Project, Developer 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. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

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

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

8. Default; Remedies.

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

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

(ii) any failure of Developer to perform or observe, or the failure of Developer to cause to be performed or observed (if applicable), any other obligation, duty, or responsibility under this Agreement, the Future Project Covenant, or any other agreement executed by Developer and the City, or any instrument executed by Developer in favor of the City, in each case in connection with the Project or the Future Project, and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"); *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency.

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

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

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

To Developer:
Pleasant Ridge Development Corporation
P.O. Box 128705
Cincinnati, Ohio 45212
Attn: Jason Chamlee, President

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

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

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

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

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

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer or the Project at law or in equity or before or by any governmental authority that would materially impact the Project or impair Developer's financial condition or its ability to perform its obligations under this Agreement.

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

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

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

11. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs

and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the expiration or termination of this Agreement.

(B) City's Right to Inspect and Audit. During the Term of this Agreement and for a period of 3 years after the expiration or termination of this Agreement, Developer shall permit the City, its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

12. General Provisions.

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

(B) Entire Agreement; Conflicting Provisions. This Agreement (including the exhibits hereto) constitutes 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 purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the use of the Funds and the City's interests in connection with this Agreement shall control.

(C) Amendments. 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 Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

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

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

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

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

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

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

Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

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

(L) No Brokers. The City and Developer 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 Developer's acquisition of the Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).

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

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

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

Exhibit A – *Site Plan & Legal Description*
Exhibit B – *Statement of Work and Budget*
Exhibit C – *Form of Restrictive Covenant*
Exhibit D – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date:_____

PLEASANT RIDGE DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

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 & Legal Description

6130 Montgomery Road - Auditor's Parcel No. 125-0001-0007

Parcel # 125-1-7
Situated in the Village of Pleasant Ridge, in the County of Hamilton and State of Ohio and in Section Thirty (30), Township Four (4), Fractional Range Two (2) of the Miami Purchase and being all of Lot Numbered Forty-one (41) in William W. Wood's Addition to Pleasant Ridge, Hamilton County, Ohio.
Said lot being Sixty-six (66) feet in front on the East side of Montgomery Road and extending back, two hundred and forty-one (241) feet and being seventy-four (74) feet wide in the rear, as shown on the plat of said subdivision as recorded in Plat Book No. 3, page 93 and Plat Book No. 5, page 13, Hamilton County, Ohio, Plat Records.
Also all interest, if any, of grantor in and to an abandoned or vacated alley at the rear of Lot No. 41.

6134 - 6136 Montgomery Road - Auditor's Parcel No. 125-0001-0008

125-1 - 90, 60, 66 Cons.

Parcel # 125-1-8
Situated in the City of Cincinnati, County of Hamilton, State of Ohio, which is more particularly described as follows:
Situated in that part of Cincinnati, known as Pleasant Ridge, and in Section 30, Township 4, Fractional Range 2, of the Miami Purchase, and being all of Lot No. 42 of W. W. Wood's Subdivision of Lots as recorded in Plat Book No. 5, page 13, of the Hamilton County, Ohio, Plat Records, and bounded and described as follows:
Beginning at a stone at the Southeast corner of Lot No. 41 of W. W. Wood's Subdivision; thence northwardly along the line of said Lot No. 41, 231 feet more or less to the center of Montgomery Road; thence with the center of said Road eastwardly 163.75 feet to the northeast corner of said Lot No. 42; thence southwardly in a straight line to the southeast corner of said Lot No. 42; thence westwardly with the south line of said Lot No. 42, a distance of 136 feet to the place of beginning. Subject to all legal highways. Also all interest, if any, of grantor in and to an abandoned or vacated alley at the rear of said Lot above described.
Also include all rights of grantor herein in and to an easement for the construction of an 8 inch storm sewer granted by William Thielen and Harriet Thielen to grantor by deed recorded in Book 3622, page 864, of the Records of Hamilton County, Ohio.

6146 Montgomery Road - Auditor's Parcel No. 125-0001-0057

Parcel # 125-1-57
Registered Land
Situated in the City of Cincinnati, Hamilton County, Ohio, being part of Registered Land No. 36083 of the Hamilton County, Ohio, Registered Land Records, described as follows:
BEGINNING in the southerly line of Montgomery Pike at a point which is a distance of 272.58 feet westwardly from the intersection of the southerly line of Montgomery Pike and the westerly line of Woodmont Avenue; thence South 51° 32' West along the southerly line of Montgomery Pike, a distance of 45.08 feet; thence South 31° 24' East, a distance of 212.02 feet to the southerly line of said registered Lane; thence North 51° 15' East, along the southerly line of said Registered Lane a distance of 45.12 feet; thence North 31° 24' West, a distance of 211.73 feet to the place of beginning.

Subject to and together with all easements, restrictions and legal highways, if any, of record.

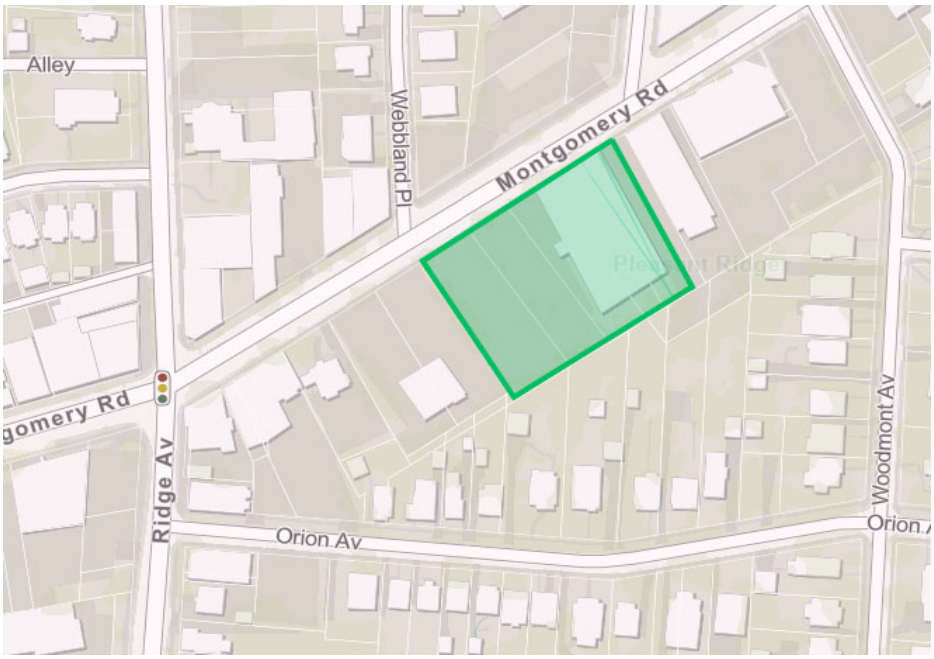


Exhibit B
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

For over a decade, Developer has been strategically acquiring properties to reactivate and revitalize the Pleasant Ridge Neighborhood Business District. 6130, 6134, 6136, and 6146 Montgomery Road (the Property) is in the heart of the business district, just to the east of the key Montgomery Road/Ridge Avenue intersection. The Property borders another Developer-owned property: 6114 Montgomery Road.

The Property combined with 6114 Montgomery Road offers 1.9 acres of critical development potential that could transform the Pleasant Ridge Neighborhood Business District. Acquisition of 6130, 6134, 6136, and 6146 Montgomery Road by Developer will facilitate the collaborative, transformational redevelopment of the site.

A. Project. Developer shall do all of the following with respect to the Project:

1. Indoor Air Sampling. Upon request by the City and no later than 30 days after the Effective Date, Developer shall perform indoor air sampling for the environmental condition of the Property, in addition to any sampling conducted pursuant to a Phase I Environmental Site Assessment or Phase II Environmental Site Assessment, in a manner and location(s) approved by the City in its sole and absolute discretion.

2. Environmental Plan. Upon request from the City and subject to City approval, in the City's sole and absolute discretion, Developer shall provide an environmental plan, no later than 60 days from the Effective Date, to address and mitigate any environmental issues identified by either the City or the environmental reports for the Property (the "**Environmental Plan**"). Developer shall commence and complete the steps identified in the approved Environmental Plan in the timeframe established therein. For the avoidance of doubt, Developer shall provide the Environmental Plan even in the event it does not close on the Property.

3. Acquisition of the Property. Developer shall acquire good and marketable fee simple title to the Property and hold the Property for a future development project.

4. Security Measures. Following its acquisition of the Property, Developer shall take such actions as Developer reasonably determines are necessary to ready the Property for development and to provide appropriate security and controls with respect thereto.

5. Maintenance. Developer shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.

B. Future Project. Following the acquisition of the Project, Developer shall immediately begin marketing the Property for redevelopment, and, if applicable, shall perform any improvements deemed necessary to make the Property marketable for redevelopment. Developer shall notify the City within 30 days of Developer's receipt of a complete disposition application which shall include, without limitation, building and architectural plans and specifications, a redevelopment budget, a financing plan, and an operating pro forma. The marketing and disposition activity of the Project shall be deemed complete upon the sale or lease of the Property to a third-party developer or end-user, subject to the City's approval, which approval may be withheld in the City's sole and absolute discretion, which Developer shall cause to occur no later than the Disposition Date.

II. BUDGET

	City Funds	Non-City Funds	Total
Acquisition Costs			
Acquisition - Building	$2,000,000	$0	$2,000,000
SUBTOTAL ACQUISITION COSTS	**$2,000,000**	**$0**	**$2,000,000**
Soft Costs			
Appraisal	$0	$3,100	$3,100
Phase I Environmental Site Assessment	$0	$1,450	$1,450
Phase II Environmental Site Assessment	$4,000	$14,900	$18,900
Title Examination/Report	$1,000	$0	$1,000
Survey	$0	$8,700	$8,700
Legal Fees	$2,500	$0	$2,500
Inspection Report	$0	$3,100	$3,100
Contingency	$1,300	$0	$1,300
SUBTOTAL SOFT COSTS	**$4,800**	**$31,250**	**$40,050**
Developer Fee			
Developer Fee	$40,000	$0	$40,000
SUBTOTAL DEVELOPER FEE	**$40,000**	**$0**	**$40,000**
TOTAL PROJECT COSTS	$2,052,800	$31,250	$2,084,050

TOTAL SOURCES OF FUNDS (LEVERAGE)

City Funding – Pleasant Ridge TIF Funds	**$2,052,800**
PRDC Equity	**$31,250**
TOTAL	**$2,084,050**

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

Exhibit C
to Funding Agreement

Form of Restrictive Covenant

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

RESTRICTIVE COVENANT

(Future Project)

THIS RESTRICTIVE COVENANT (this "**Covenant**") is made as of the Effective Date (as defined on signature page hereof), by PLEASANT RIDGE DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which is P.O. Box 128705, Cincinnati, Ohio 45212 ("**Owner**"), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. By virtue of a _____ deed recorded in Official Record _____, Page _____, Hamilton County, Ohio Records, Owner holds ownership in fee title to certain property located at 6130**,** 6134, 6136, and 6146 Montgomery Road, Cincinnati, Ohio 45213, as more particularly described on Exhibit A (*Legal Description*) hereto (the "**Property**").

B. The City and Owner are parties to that certain *Funding Agreement* dated _____, 20___ (as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), which provides that the City is willing to make certain Funds (as described therein) available to Owner to facilitate the acquisition of the Property by Owner so long as Owner agrees to cause to be prepared a redevelopment plan for the Property to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Pleasant Ridge neighborhood of Cincinnati (the "**Future Project**"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby declares that the Property is and shall be subject to the provisions of this Covenant as set forth below.

1. Covenant not to Sell, Transfer, or Convey Without the City's Prior Written Consent. Neither the Property nor any interest therein shall be sold, transferred, mortgaged, or conveyed without the City's prior written consent, until the City has approved of the Future Project recommended by Owner, unless sooner terminated as provided in Section 5 of this Covenant, below.

2. Enforcement of the Covenants. The City is the beneficiary of the covenants contained herein. Each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against all owners of the Property. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.

3. **Covenants to Run with the Land.** Owner intends, declares, and covenants on behalf of itself and its respective successors and assigns that this Covenant and the provisions contained herein (a) shall be covenants running with the land and are binding upon Owner and Owner's successors-in-title, (b) are not merely personal covenants of Owner, and (c) shall inure to the benefit of the City. Owner hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

4. **Severability.** Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.

5. **Termination.** Owner may terminate this Covenant upon repayment to the City an amount equal to the full amount of the Funds, thus making the Covenant null and void. Upon such repayment, the City shall provide a release of this Covenant to Owner for recording in the Hamilton County, Ohio Recorder's Office, at Owner's expense.

6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Legal Description*

SIGNATURES ON FOLLOWING PAGE

Executed on, and effective as of, the date of acknowledgement set forth below (the "**Effective Date**").

PLEASANT RIDGE DEVELOPMENT CORPORATION

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, the _____ of the PLEASANT RIDGE DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, on behalf of the corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibit A
to Restrictive Covenant

Legal Description

[TO BE INSERTED WITH EXECUTION VERSION]

Exhibit D
to Funding Agreement

Additional Requirements

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of $5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of $5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than $4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).#

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

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as

to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

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

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

ADDENDUM I
to Additional Requirements Exhibit

(City's Prevailing Wage Determination)

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 *
DARBY SCHOZER

Phone # *
(513)352-6126

Email *
DARBY.SCHOZER@CINCINNATI-OH.GOV

Requested Date:

Estimated Advertising Date:

Estimated Bid Opening Date:

Estimated Starting Date:

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY
(•) Yes ( ) No

FUND *
527/491

STATE
( ) Yes (•) No

FUND

COUNTY
( ) Yes (•) No

FUND

FEDERAL
( ) Yes (•) No

FUND

IS THIS PROJECT BEING COMPETIVLY BID?
( ) Yes (•) No

PROJECT ACCOUNT NUMBER:

AMT. OF PUB. FUNDING $: *
$2,130,000.00

TOTAL PROJECT DOLLARS: *
$2,160,000.00

NAME OF PROJECT (Maximum 100 Letters) *
6130-6146 MONTGOMERY ROAD ACQUISITION

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

Project Location: (Include both the address and parcel number.) *
The properties are located at 6130 (125-0001-0007-00), 6134 (125-0001-0008-00), 6136 (125-0001-0009-00), and 6146 (125-0001-0057-00) Montgomery Road Cincinnati, Ohio, 45213 in the Pleasant Ridge Neighborhood Business District.

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.) *
The properties are currently owned by Pleasant Ridge Investors, LLC. Pleasant Ridge Development Corporation will acquire the properties.

Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) *
The funding source for this project is the Pleasant Ridge TIF District: District 23 – Pleasant Ridge Incentive District ($2,130,000) and equity from the Pleasant Ridge Development Corporation ($30,000).

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.) *
All funds will be used to acquire the properties.

Upload Supporting Documents (0)

Supporting Documents

DEI USE ONLY

Assigned Number
61395863

Dept Submitted Date
01/29/2026

DEI Received Date

Original Assigned Number

Funding Guidelines:

- [ ] State
- [ ] Federal
- [x] 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 *
01/30/2026

Decision Summary: *
This is solely for the funding of a building acquisition. Prevailing wage only applies to construction activities related to a public improvement. 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
02/02/2026

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600991

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600432 to Fund YWCA Shelter**

Transmitted herewith is an emergency ordinance captioned as follows:

> **ESTABLISHING** new permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the transfer of $200,000 from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $200,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the City Manager to expend $200,000 from permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; and **DECLARING** such expenditure to serve a public purpose.

EESW/CNS(dbr)
Attachment
4922-2477-5569

EMERGENCY

City of Cincinnati

CNS EESW

An Ordinance No. _____ - 2026

ESTABLISHING new permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the transfer of $200,000 from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $200,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the City Manager to expend $200,000 from permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, on February 19, 2026, Council adopted Motion No. 202600432 to provide resources to the YWCA for improvements to their shelter for survivors of domestic violence so that it remains safe and efficient for survivors and the community including cameras, security doors, accessibility, and basement improvements; now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence.

Section 2. That $200,000 is transferred from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050.

Section 3. That $200,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to newly created permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence.

Section 4. That the City Manager is authorized to expend $200,000 permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence.

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

Section 6. That providing one-time operational support to the YWCA for improvements to their shelter for survivors of domestic violence is declared to serve a public purpose because it will expand YWCA's capacity to provide critical safety and stability for families in crisis within the City.

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 accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600492

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600095 to Fund the Health Gap**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer and appropriation of $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; **AUTHORIZING** the City Manager to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are for a public purpose.

EESW/MSS(dbr)
Attachment
4927-8567-3106

EMERGENCY

City of Cincinnati

MSS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer and appropriation of $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; **AUTHORIZING** the City Manager to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are for a public purpose.

WHEREAS, on February 25, 2026, Council adopted Motion No. 202600095 to provide resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 and its numerous other impactful initiatives throughout the year; and

WHEREAS, the Center holds an annual Health Expo that attracts more than 14,000 attendees and provides thousands of health screenings; and

WHEREAS, in addition to the Health Expo, the Center reaches 89,000 individuals annually through town hall meetings and informational and training workshops as well as social media, partnerships, and ongoing health-related activities; and

WHEREAS, the Center's Do Right Campaign empowers individuals to eat, move, and live in a way that creates healthy lifestyles; and

WHEREAS, the Center's Do Right Kids school-based intervention offers physical education instruction for fourth, fifth, and sixth graders at the Roll Hill Academy; and

WHEREAS, the Center also partners with the national Peer Health Exchange to implement social and emotional wellness as a part of ninth, tenth, and eleventh grade health classes in Cincinnati Public Schools; and

WHEREAS, a prior year encumbrance of $92,371.67 remaining on the FY 2025 contract with the Center for Closing the Health Gap can be cancelled because the contract has expired and all eligible invoices have been submitted, making those funds available for this purpose; and

WHEREAS, an additional $7,628.33 of existing resources in the City Manager's Office FY 2026 budget is available for this purpose, bringing the total to $100,000; 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 transfer and appropriate $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year.

Section 2. That the City Manager is authorized to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year.

Section 3. That expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are declared to be for a public purpose.

Section 4. That the proper officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 and 2.

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 accomplish the authorized transfer and appropriation so that the funding described in this ordinance is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600973

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney, and Councilmembers Ryan James, and Scotty Johnson

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600726 to Fund the Avondale Film Festival**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer of $100,000 from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $100,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 to the Avondale Film Festival.

EESW/CNS(dbr)
Attachment
4921-1998-5041

EMERGENCY

City of Cincinnati

CNS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer of $100,000 from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $100,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 to the Avondale Film Festival.

WHEREAS, on February 19, 2026, Council adopted Motion #202600726 to provide resources to support the Avondale Film Festival; now, therefore,

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

Section 1. That $100,000 is transferred from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050.

Section 2. That $100,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 for the Avondale Film Festival.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2.

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

that the funding described herein is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600974

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney, and Councilmembers Ryan James, Scotty Johnson, Meeka Owens, and Seth Walsh

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600435 as an Omnibus Use of Operating Contingencies Funds**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer of $490,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $420,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program; and **AUTHORIZING** the transfer and appropriation of $70,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

EESW/CNS(dbr)
Attachment
4927-0043-5601

EMERGENCY

City of Cincinnati

CNS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer of $490,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $420,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program; and **AUTHORIZING** the transfer and appropriation of $70,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

WHEREAS, on February 19, 2026, Council adopted amended Motion #202600435 to provide resources for one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program and $70,000 for the West End Sports Bar & Grill; now, therefore,

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

Section 1. That $490,000 is transferred from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050.

Section 2. That $420,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program.

Section 3. That $70,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

Section 4. That the appropriate City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 through 3.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk