



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson Jeff Cramerding
Vice Chair Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Anna Albi
Councilmember Mark Jeffreys
Councilmember Evan Nolan
Councilmember Meeka Owens
President Pro Tem Victoria Parks
Councilmember Seth Walsh

Monday, November 17, 2025

1:00 PM

Council Chambers, Room 300

AGENDA

EXECUTIVE SESSION

Pursuant to Ohio Revised Code 121.22(G)(4)

MOTIONS

1. [202502009](#) **MOTION**, submitted by Councilmembers Jeffreys and Cramerding, **WE MOVE** that the Administration establish a "Lift Assistance Fee" for non-emergency lift runs conducted by the Cincinnati Fire Department considering a rate of \$800 to \$1,000 per lift run, consistent with cost-recovery estimates of firefighter time, vehicle operation, and readiness impact - comparable to other cities. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Sponsors: Jeffreys and Cramerding

Attachments: [Motion](#)

PAYMENTS

2. [202501973](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** a payment of \$3,097.23 to the Hamilton County Engineer's Office Maintenance Department from Greater Cincinnati Water Works Water Works Fund operating budget account no. 101x304x4040x7299 as a moral obligation for outstanding charges related to snow and ice removal and salt application on Mason Montgomery Road at Seven Gables Road from January 27, 2025, to February 1, 2025.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

3. [202501966](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 11/13/2025, **AUTHORIZING** the payment of \$12,847.50 to AGAR, LLC from City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 9, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

4. [202501968](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the payment of \$8,462.12 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9120x7211 to United Direct Solutions, LLC for mail processing and postage services provided to the City between July 1, 2025, and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

5. [202501969](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the payment of \$1,201.84 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9100x7239 to Key Blue Prints, Inc. for printing and production services provided to the City between July 1, 2025 and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

6. [202501967](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the payment of \$10,500 to Matlock Electric Company Inc. from operating budget account nos. 101x303x3030x7256 and 101x303x3030x7399 for materials and services to refurbish an Ohio River pump station motor from April 10, 2025 to July 15, 2025, pursuant to the then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

GRANTS AND DONATIONS

7. [202501971](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **ESTABLISHING** new capital improvement program project account no. 980x233x262325, "Ohio River Trail Oasis ODOT Grant PID 122971," to provide resources for the acquisition of rights-of-way for a 4.5-mile-long bike and pedestrian improvement project connecting Sawyer Point in the west and Carrel Street in the east, following the northern railroad track; **AUTHORIZING** the City Manager to apply for, accept, and appropriate an Ohio Department of Transportation ("ODOT") Pedestrian & Bicycle Special Solicitation grant of up to \$5,000,000 awarded through the ODOT Pedestrian & Bicycle Special Solicitation Grant Program to newly established capital improvement program project account no. 980x233x262325, "Ohio River Trail Oasis ODOT Grant PID 122971"; **AUTHORIZING** the Director of Finance to deposit grant resources into newly established capital improvement program project account no. 980x233x262325, "Ohio River Trail Oasis ODOT Grant PID 122971"; and **AUTHORIZING** the City Manager to do all things necessary and proper, including executing necessary agreements, to cooperate with the Director of ODOT to complete this project.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

8. [202501974](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the City Manager to accept in-kind donations and contributions of plants, lanterns, and sponsorships from the Cincinnati Parks Foundation, valued at approximately \$32,225.82, to benefit various City parks.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

TRANSFERS AND APPROPRIATIONS

9. [202501965](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AMENDING** Ordinance 8-2022, as previously amended by Ordinance No. 118-2024, to reconcile a difference between Ordinance 8-2022, as previously amended by Ordinance No. 118-2024, and the project grant agreement for the scheduled payment of funds awarded to the Western Hills Viaduct project; **AUTHORIZING** the transfer and appropriation of up to \$29,000,000 from the unappropriated surplus of Fund No. 401, "Transit Infrastructure Fund Grants" to existing capital improvement program project account no. 980x233x222392, "Western Hills Viaduct Transit Grant," to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

10. [202501972](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the transfer and return to source of \$949,000 from capital improvement program project account no. 980x164x251600, "Economic Development Initiatives - GF," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$674,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7200 to provide resources for the Neighborhoods in Focus Initiative; **AUTHORIZING** the transfer and appropriation of \$275,000 from the unappropriated surplus of General Fund 050 to the Department of Buildings and Inspections General Fund non-personnel operating budget account no. 050x211x7200 to provide resources for the Neighborhoods in Focus Initiative; and **DECLARING** that providing operating support for the Neighborhoods in Focus Initiative serves a public purpose because the program will foster local improvements and investment and increase neighborhood vitality.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

FUNDING AGREEMENTS

11. [202501982](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$425,000 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; **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 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>>.)

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment](#)

12. [202501989](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with Clifton Heights Community Urban Redevelopment Corporation to facilitate acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$330,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to the Department of Community and Economic Development CUF/Heights Equivalent Fund non-personnel operating budget account no. 487x164x7400 to provide resources for the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$30,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to the Department of Community and Economic Development CUF/Heights Equivalent Fund personnel operating budget account no. 487x164x7100 to provide staffing resources in support of the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati 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 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43 (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e>.)

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment](#)

13. [202501993](#) **ORDINANCE (EMERGENCY)** submitted by Mayor Aftab Pureval, on 11/13/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with the Port of Greater Cincinnati Development Authority, to facilitate acquisition of real property located in the West End neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the City Manager's Office non-personnel operating budget account no. 491x101x7400 to provide resources for the acquisition of real property located at 1141 Central Avenue; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 491x101x7400 for the acquisition of real property located at 1141 Central Avenue are for a public purpose and constitute an eligible "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), to be made in the furtherance of urban redevelopment, in the City of Cincinnati.

Sponsors: Mayor

Attachments: [Ordinance](#)
[Attachment](#)

LABOR MANAGEMENT AGREEMENT

14. [202501970](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 11/13/2025, **AUTHORIZING** the City Manager to execute and implement the labor management agreement between the City and the American Federation of State, County and Municipal Employees, Municipal Workers Local 250, the updated terms of which are reflected in the attached summary.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment](#)

ADJOURNMENT



20502009

Mark Jeffreys
Councilmember

Motion: Implementing Lift Assistance Fees

September 29, 2025

WE MOVE that the administration:

- Establish a "Lift Assistance Fee" for non-emergency lift runs conducted by the Cincinnati Fire Department considering a rate of \$800 to \$1,000 per lift run, consistent with cost-recovery estimates of firefighter time, vehicle operation, and readiness impact – comparable to other cities.
- That the fee apply to repeat, non-emergency lift assistance runs at nursing homes, assisted-living facilities, and other institutions where trained staff are expected to provide baseline mobility support.
- That City Administration report back to Council within 90 days with a full implementation plan, including: (1) Fee collection process; (2) Anticipated revenue impact; (3) Recommended criteria for exemptions; (4) an ordinance to implement 'lift fees'.

STATEMENT

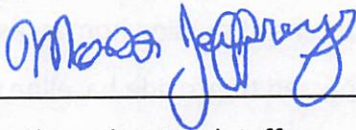
The Cincinnati Fire Department responds to approximately 1,600 annual "lift assist" calls—calls for service in which firefighters are dispatched solely to assist individuals, often at senior living centers, nursing homes, and other institutions, with being physically lifted from a chair, bed, or floor without providing additional emergency medical treatment. These calls, while important to community safety, divert firefighter time and resources away from higher-acuity emergencies and carry significant costs to the City in personnel time, vehicle wear, and overall operational impact.

Other cities across the United States, including Springfield, MO, Mesa, AZ, Youngstown, OH, and communities in Wisconsin and California, have adopted "lift fees" or similar cost-recovery models to ensure that the financial burden of routine non-emergency lift assists does not fall entirely on taxpayers,

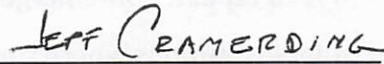
but rather is shared by the facilities and institutions that regularly rely on municipal fire services for these needs. Evidence from these municipalities demonstrates that implementing reasonable lift fees not only offsets costs but also encourages institutions to adopt improved fall-prevention and in-house assistance practices.

Nursing homes, assisted-living facilities, and other institutions increasingly shift the responsibility for routine lift assistance onto municipal fire departments, creating an unfunded subsidy from taxpayers to private operators. The City of Cincinnati should recover costs fairly while maintaining a commitment to serve residents in genuine emergencies.

The purpose of this motion is to ensure that the City of Cincinnati equitably allocates the costs of non-emergency lift assistance. While the Fire Department will always respond to emergencies, routine reliance by institutions on taxpayer-funded emergency services for non-emergent lift assistance is neither financially sustainable nor equitable. By adopting a lift fee policy similar to other municipalities, Cincinnati can recover up to \$1.28 million–\$1.6 million annually, reduce strain on fire crews, and incentivize facilities to invest in appropriate staffing and fall-prevention measures.



Councilmember Mark Jeffreys



November 13, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501973

Subject: Emergency Ordinance – GCWW: Moral Obligation Payment to Hamilton County Engineer's Office Maintenance Department

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment of \$3,097.23 to the Hamilton County Engineer's Office Maintenance Department from Greater Cincinnati Water Works Water Works Fund operating budget account no. 101x304x4040x7299 as a moral obligation for outstanding charges related to snow and ice removal and salt application on Mason Montgomery Road at Seven Gables Road from January 27, 2025, to February 1, 2025.

Approval of this Emergency Ordinance authorizes the Director of Finance to pay \$3,097.23 to the Hamilton County Engineer's Office Maintenance Department from Greater Cincinnati Water Works Water Works operating budget account no. 101x304x4040x7299 as a moral obligation for outstanding charges related to snow and ice removal and salt application on Mason Montgomery Road at Seven Gables Road from January 27, 2025 to February 1, 2025.

The reason for the moral obligation is that during the period of January 27, 2025 to February 1, 2025, Greater Cincinnati Water Works (GCWW) crews were extremely busy responding to an unusually high volume of water main repair work. During this period a water main leak created slick road conditions at Mason Montgomery Road and Seven Gables Road – a roadway maintained by the Hamilton County Engineer's Office. The Hamilton County Engineer's Office received multiple calls about the hazardous conditions and, while GCWW crews were addressing leaks on every shift, the Hamilton County Engineer's Office stepped in to provide critical assistance. Hamilton County Engineer's Office staff performed salting operations in between GCWW's responses, ensuring that the roadway under their jurisdiction remained safe for the traveling public. Involvement from the Hamilton County Engineer's Office was not only appropriate but essential in addressing the immediate public safety risks. Their timely actions supplemented GCWW's efforts during an especially demanding repair period and directly prevented accidents and injuries.

The reason for the emergency is the immediate need to pay the Hamilton County Engineer's Office Maintenance Department in a timely manner for the outstanding charges for services provided to the City.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

JWF

- 2025

AUTHORIZING a payment of \$3,097.23 to the Hamilton County Engineer's Office Maintenance Department from Greater Cincinnati Water Works Water Works Fund operating budget account no. 101x304x4040x7299 as a moral obligation for outstanding charges related to snow and ice removal and salt application on Mason Montgomery Road at Seven Gables Road from January 27, 2025, to February 1, 2025.

WHEREAS, from January 27, 2025, to February 1, 2025, Greater Cincinnati Water Works ("GCWW") crews responded to an unusually high volume of calls for water main repairs; and

WHEREAS, during this period, a water main leak created slick conditions on Mason Montgomery Road at Seven Gables Road, a roadway maintained by the Hamilton County Engineer's Office ("HCEO"); and

WHEREAS, despite GCWW addressing the water main leak on every shift during this period, hazardous conditions persisted; and

WHEREAS, after receiving multiple calls about the hazardous conditions, HCEO stepped in to perform salting operations in between GCWW's responses to the site, ensuring that the roadway under their jurisdiction remained safe for the traveling public; and

WHEREAS, because Mason Montgomery Road is maintained by HCEO, their involvement was appropriate, but it was also essential in addressing the immediate public safety risks posed by the ongoing leak; and

WHEREAS, HCEO's timely actions supplemented GCWW's efforts during an especially demanding repair period and directly prevented accidents and injuries; and

WHEREAS, sufficient resources are available in Greater Cincinnati Water Works Water Works Fund operating budget account no. 101x304x4040x7299 to pay HCEO for the services; and

WHEREAS, Council desires to pay \$3,097.23 to HCEO for services provided to the City; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$3,097.23 to the Hamilton County Engineer's Office Maintenance Department from Greater Cincinnati Water Works Water

Works Fund operating budget account no. 101x304x4040x7299 as a moral obligation for outstanding charges related to snow and ice removal and salt application on Mason Montgomery Road at Seven Gables Road from January 27, 2025, to February 1, 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 the Hamilton County Engineer's Office Maintenance Department in a timely manner for the outstanding charges for services provided to the City.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

202501966

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: Then & Now Payment to AGAR, LLC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$12,847.50 to AGAR, LLC from City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 9, 2025, pursuant to the attached then and now certificate from the Director of Finance.

This Emergency Ordinance authorizes the payment of \$12,847.50 to AGAR, LLC from City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 9, 2025, pursuant to the attached then and now certificate from the Director of Finance.

The City entered into a professional services contract (Contract No. 101 55x103) (the "Agreement") on May 27, 2025, authorizing AGAR, LLC to provide event day management, marketing, experience creation, social media content, and video capture related to the 2025 Queen City Slam basketball tournament. Due to an administrative oversight, the certification for Fiscal Year 2026 was not established in the Cincinnati Financial System (CFS) prior to the Agreement's expiration on August 31, 2025. Outstanding invoices from FY 2026 total \$12,847.50.

Council desires to provide payment to the Contractor for the City's outstanding obligation of \$12,847.50 related to the Queen City Slam basketball tournament held on August 9, 2025.

The reason for the emergency is the immediate need to pay AGAR, LLC 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

EMERGENCY

IMD

- 2025

AUTHORIZING the payment of \$12,847.50 to AGAR, LLC from City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 9, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, the City entered into a professional services contract (Contract No. 101 55x103) (the "Agreement") on May 27, 2025, authorizing AGAR, LLC ("Contractor") to provide event day management, marketing, experience creation, social media content, and video capture related to the 2025 Queen City Slam basketball tournament, at an amount up to but not to exceed \$25,695; and

WHEREAS, the Agreement provided that Contractor would receive one-half of the contract amount in advance, with the remaining balance payable upon completion of services and the City's receipt of a complete and responsive invoice; and

WHEREAS, Contractor completed all contracted services on August 9, 2025, and subsequently submitted a final invoice of \$12,847.50; and

WHEREAS, due to an administrative oversight, the certification for Fiscal Year 2026 was not established in the Cincinnati Financial System (CFS) prior to the Agreement's expiration on August 31, 2025; and

WHEREAS, pursuant to Ohio Revised Code 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 provide payment to Contractor for the City's outstanding obligation of \$12,847.50 related to the Queen City Slam basketball tournament held on August 9, 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 \$12,847.50 to AGAR, LLC from City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 9, 2025, 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 AGAR, LLC for the outstanding charges in a timely manner.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

202501968

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: Then & Now Payment to United Direct Solutions, LLC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$8,462.12 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9120x7211 to United Direct Solutions, LLC for mail processing and postage services provided to the City between July 1, 2025, and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

This Emergency Ordinance authorizes the payment of \$8,462.12 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9120x7211 to United Direct Solutions, LLC for mail processing and postage services provided to the City between July 1, 2025 and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

On September 27, 2024, the City entered into Contract No. 251R005164 with United Direct Solutions, LLC (“Contractor”) for a term of twelve months for mail processing and postage services. Per its terms, the contract was automatically renewed for one year on September 28, 2025. The City did not certify resources in the Cincinnati Financial System (CFS) in FY 2026 prior to the Contractor providing services to the City from July 1, 2025, to August 31, 2025.

Council desires to provide payment to the Contractor for the City’s outstanding obligation of \$8,462.12 for mail processing and postage services provided to the City between July 1, 2025, and August 31, 2025.

The reason for the emergency is the immediate need to make payment to United Direct Solutions, LLC 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

EMERGENCY

MSS

-2025

AUTHORIZING the payment of \$8,462.12 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9120x7211 to United Direct Solutions, LLC for mail processing and postage services provided to the City between July 1, 2025, and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on September 27, 2024, the City entered into Contract No. 251R005164 with United Direct Solutions, LLC (“Contractor”) for a term of twelve months for mail processing and postage services; and

WHEREAS, the contract was automatically renewed per its terms for an additional year on September 28, 2025; and

WHEREAS, while funds were properly certified to the contract for FY 2025, the City did not certify funds to the contract for FY 2026 prior to Contractor providing services to the City between July 1, 2025, and August 31, 2025; and

WHEREAS, Contractor has invoiced the City \$8,462.12 for services provided between July 1, 2025, and August 31, 2025, for which no funds were certified before the services were provided; and

WHEREAS, funds have since been certified properly to the renewed contract for the remainder of FY 2026; and

WHEREAS, pursuant to Ohio Revised Code 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 services were authorized and at the time the attached certificate was issued; and

WHEREAS, Council desires to provide payment to Contractor for the City’s outstanding obligation of \$8,462.12 for mail processing and postage services provided to the City between July 1, 2025, and August 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 \$8,462.12 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9120x7211 to United Direct Solutions, LLC for mail processing and postage services provided to the City between July 1, 2025, and August 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 make payment to United Direct Solutions, LLC for the outstanding charges in a timely manner.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

202501969

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: Then & Now Payment to Key Blue Prints, Inc.

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$1,201.84 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9100x7239 to Key Blue Prints, Inc. for printing and production services provided to the City between July 1, 2025 and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

This Emergency Ordinance authorizes the payment of \$1,201.84 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9100x7239 to Key Blue Prints, Inc. for printing and production services provided to the City between July 1, 2025 and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

On May 1, 2023, the City entered into a contract with Key Blue Prints, Inc. (“Contractor”) for printing and production services. The agreement includes two optional renewals for twelve-month periods. Pursuant to the terms of the contract, the City received printing and production services from July 1, 2025 to August 31, 2025 before funds were encumbered for FY 2026.

Council desires to provide payment to Contractor for the City’s outstanding obligation of \$1,201.84 for printing and production services that were provided from July 1, 2025 to August 31, 2025.

The reason for the emergency is the immediate need to pay Key Blue Prints, 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

EMERGENCY

AEP

- 2025

AUTHORIZING the payment of \$1,201.84 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9100x7239 to Key Blue Prints, Inc. for printing and production services provided to the City between July 1, 2025 and August 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on May 1, 2023, the City entered into a contract with Key Blue Prints, Inc. (“Contractor”) for printing and production services and funds were certified to the contract for the initial term; and

WHEREAS, the agreement includes two optional renewals for twelve-month periods, but a certification was not created in the Cincinnati Financial System for FY 2026 before services were provided by Contractor; and

WHEREAS, pursuant to the terms of the contract, the City received printing and production services from July 1, 2025 to August 31, 2025 before funds were encumbered for FY 2026; and

WHEREAS, Contractor has invoiced the City \$1,201.84 for the services provided between July 1, 2025 and August 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 provide payment to Contractor for the City’s outstanding obligation of \$1,201.84 for printing and production services that were provided from July 1, 2025 to August 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 \$1,201.84 from Printing Services/Stores Fund non-personnel operating budget account no. 201x101x9100x7239 to Key Blue Prints, Inc. for printing and production services provided to the City between July 1, 2025 and August 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 Key Blue Prints, Inc. for the outstanding charges in a timely manner.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501967

**Subject: Emergency Ordinance – GCWW: Then and Now Payment to
Matlock Electric Company Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$10,500 to Matlock Electric Company Inc. from operating budget account nos. 101x303x3030x7256 and 101x303x3030x7399 for materials and services to refurbish an Ohio River pump station motor from April 10, 2025 to July 15, 2025, pursuant to the then and now certificate from the Director of Finance.

This Emergency Ordinance authorizes the Finance Director to make a total payment of \$10,500 from Greater Cincinnati Water Works (GCWW) operating budget account no. 101x303x3030x7256 in the amount of \$6,900, and the remaining amount of \$3,600 from operating budget account no. 101x303x3030x7399 to Matlock Electric Company Inc. for materials and refurbishment services provided to Old River Station Pump #3. The invoice amount totals \$16,900. However, only \$6,400 was certified for the services, resulting in an outstanding amount of \$10,500 to be paid.

This payment is due to an unintentional error during the certification process. GCWW received multiple quotes from Matlock Electric for similar services during the same timeframe. While initiating this specific request for funds certification, GCWW staff inadvertently provided the wrong quote. As a result, the funds certified were insufficient to cover the actual cost. Unfortunately, the error was not identified until receipt of the invoice and after the Fiscal Year 2025 had closed.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this Emergency Ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the quote was issued and at the time the attached certificate was issued.

The reason for the emergency is the immediate need to pay Matlock Electric Company 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

Attachments

EMERGENCY

KKF

- 2025

AUTHORIZING the payment of \$10,500 to Matlock Electric Company Inc. from operating budget account nos. 101x303x3030x7256 and 101x303x3030x7399 for materials and services to refurbish an Ohio River pump station motor from April 10, 2025 to July 15, 2025, pursuant to the then and now certificate from the Director of Finance.

WHEREAS, on May 30, 2024, the City entered into a two-year contract with Matlock Electric Company Inc. (“Matlock”) to provide services to Greater Cincinnati Water Works (“GCWW”), including services to refurbish Old River Station Pump #3; and

WHEREAS, GCWW received several quotes from Matlock, and GCWW inadvertently provided the incorrect quote for certification, so a lower dollar amount was certified against the contract than what was required, leaving a balance of \$10,500 owed to Matlock; and

WHEREAS, the services provided by Matlock were performed between April 10, 2025 and July 15, 2025, and funds were not certified until May 5, 2025; and

WHEREAS, GCWW received the invoice from Matlock after the prior fiscal year closed and the contract expired, so an ordinance is necessary to correct the error; and

WHEREAS, the payment to Matlock will be split into two payments from Greater Cincinnati Water Works Fiscal Year 2026 Water Works Fund—one payment of \$6,900 from operating budget account no. 101x303x3030x7256, and one payment of \$3,600 from operating budget account no. 101x303x3030x7399; and

WHEREAS, pursuant to R.C. 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 provide payment to Matlock for the City’s outstanding obligation of \$10,500 to refurbish Old River Station Pump #3; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$10,500 from Greater Cincinnati Water Works Fiscal Year 2026 Water Works Fund, including a \$6,900 payment from operating budget account no. 101x303x3030x7256, and a \$3,600 payment from operating budget account no. 101x303x3030x7399.

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 Matlock Electric Company Inc. for the outstanding charges in a timely manner.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501971

Subject: Ordinance – DOTE: Ohio River Trail Oasis ODOT Grant

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971,” to provide resources for the acquisition of rights-of-way for a 4.5-mile-long bike and pedestrian improvement project connecting Sawyer Point in the west and Carrel Street in the east, following the northern railroad track; **AUTHORIZING** the City Manager to apply for, accept, and appropriate an Ohio Department of Transportation (“ODOT”) Pedestrian & Bicycle Special Solicitation grant of up to \$5,000,000 awarded through the ODOT Pedestrian & Bicycle Special Solicitation Grant Program to newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971”; **AUTHORIZING** the Director of Finance to deposit grant resources into newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971”; and **AUTHORIZING** the City Manager to do all things necessary and proper, including executing necessary agreements, to cooperate with the Director of ODOT to complete this project.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate an ODOT grant of up to \$5,000,000 to newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971,” to provide resources for the acquisition of rights-of-way for a 4.5-mile-long bike and pedestrian improvement project connecting Sawyer Point in the west and Carrel Street in the east, following the northern railroad track.

This grant requires matching resources of up to \$1,270,000, which will be provided from resources available through the City’s Trail Development Coordination Agreement with the Southwestern Ohio Regional Transportation Authority (SORTA), if grant resources are awarded. There are no new FTEs/full time equivalents associated with this grant.

Acquiring rights-of-way to enable construction of the Oasis segment of the Ohio River Trail is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-133 and 135-137 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



ESTABLISHING new capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971,” to provide resources for the acquisition of rights-of-way for a 4.5-mile-long bike and pedestrian improvement project connecting Sawyer Point in the west and Carrel Street in the east, following the northern railroad track; **AUTHORIZING** the City Manager to apply for, accept, and appropriate an Ohio Department of Transportation (“ODOT”) Pedestrian & Bicycle Special Solicitation grant of up to \$5,000,000 awarded through the ODOT Pedestrian & Bicycle Special Solicitation Grant Program to newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971”; **AUTHORIZING** the Director of Finance to deposit grant resources into newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971”; and **AUTHORIZING** the City Manager to do all things necessary and proper, including executing necessary agreements, to cooperate with the Director of ODOT to complete this project.

WHEREAS, a grant of up to \$5,000,000 is available from the Ohio Department of Transportation (“ODOT”) Pedestrian & Bicycle Special Solicitation Grant Program; and

WHEREAS, the City would use the grant funds, if awarded, to acquire the portion of the railroad corridor right-of-way owned by the Southwestern Ohio Regional Transportation Authority (“SORTA”) as well as the north track right-of-way owned by the railroad; and

WHEREAS, acquiring these rights-of-way is essential to moving forward with construction of the Ohio River Trail/Oasis Trail, which is part of regional transportation infrastructure along the Ohio River that has been planned for over fifty years and is also part of the Cincinnati Riding and Walking Trail Network (CROWN); and

WHEREAS, separate grants and funding sources would cover the costs of construction of the trail segment, and Great Parks of Hamilton County would provide resources for project design; and

WHEREAS, this grant requires local matching resources of up to \$1,270,000, which would be available through the City’s Trail Development Coordination Agreement with SORTA if grant resources are awarded; and

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

WHEREAS, acquiring rights-of-way to enable construction of the Oasis segment of the Ohio River Trail is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-133 and 135-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971,” is established to provide resources for the acquisition of rights-of-way for a 4.5-mile-long bike and pedestrian improvement project connecting Sawyer Point in the west and Carrel Street in the east, following the northern railroad track.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate an Ohio Department of Transportation (“ODOT”) Pedestrian & Bicycle Special Solicitation grant of up to \$5,000,000 awarded through the ODOT Pedestrian & Bicycle Special Solicitation Grant Program to newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971.”

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 980x233x262325, “Ohio River Trail Oasis ODOT Grant PID 122971.”

Section 4. That the City Manager is authorized to do all things necessary and proper, including executing necessary agreements, to cooperate with the Director of ODOT to complete this project.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

202501974

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Parks: In-Kind Donations from Cincinnati Parks Foundation

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept in-kind donations and contributions of plants, lanterns, and sponsorships from the Cincinnati Parks Foundation, valued at approximately \$32,225.82, to benefit various City parks.

Approval of this Ordinance authorizes the City to accept in-kind donations and contributions of plants, lanterns, and sponsorships from the Cincinnati Parks Foundation, valued at approximately \$32,225.82, to benefit various City parks. The in-kind donations and contributions included the following:

Name	Donated Items	Amount
Eureka Farms, LLC.	Plants for Krohn Conservatory	\$7,392.82
Moerlein Lager House	Rockin' the Roebling Concert Series Sponsorship	\$10,450.00
Mary Works Carpentry	Lanterns for Spring Show	\$14,383.00
	Total:	\$32,225.82

These donations and contributions fall outside the parameters established in Ordinance No. 0062-2024 and require discrete approval.

There are no matching funds required to accept these donations, and there are no new FTEs/full time equivalents associated with these donations.

Acceptance of in-kind donations and contributions to benefit various City parks is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” as described on page 193 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 accept in-kind donations and contributions of plants, lanterns, and sponsorships from the Cincinnati Parks Foundation, valued at approximately \$32,225.82, to benefit various City parks.

WHEREAS, the Cincinnati Parks Foundation (“the Foundation”) has provided plants, lanterns, and sponsorships from multiple local organizations, and intends to donate these items and support to the City of Cincinnati to benefit and improve various City parks; and

WHEREAS, the value of the in-kind donations is approximately \$32,225.82; and

WHEREAS, the Foundation provided plants valued at approximately \$7,392.82 from Eureka Farms, LLC to support the Krohn Conservatory; and

WHEREAS, the Foundation provided sponsorship support valued at approximately \$10,450 to the Moerlein Lager House for the Rockin’ the Roebling concert series; and

WHEREAS, the Foundation provided lanterns valued at approximately \$14,383 from Mary Works Carpentry for the spring show; and

WHEREAS, these donations and contributions fall outside the parameters established in Ordinance No. 62-2024 and require discrete approval; and

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

WHEREAS, acceptance of in-kind donations and contributions to benefit various City parks is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” as described on page 193 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept in-kind donations and contributions of plants, lanterns, and sponsorships from the Cincinnati Parks Foundation, valued at approximately \$32,225.82, to benefit various City parks.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council

202501965

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DOTE: Western Hills Viaduct Grant

Attached is an Emergency Ordinance captioned:

AMENDING Ordinance 8-2022, as previously amended by Ordinance No. 118-2024, to reconcile a difference between Ordinance 8-2022, as previously amended by Ordinance No. 118-2024, and the project grant agreement for the scheduled payment of funds awarded to the Western Hills Viaduct project; **AUTHORIZING** the transfer and appropriation of up to \$29,000,000 from the unappropriated surplus of Fund No. 401, “Transit Infrastructure Fund Grants” to existing capital improvement program project account no. 980x233x222392, “Western Hills Viaduct Transit Grant,” to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct.

Approval of this Emergency Ordinance authorizes the following:

1. The amendment of Ordinance 8-2022, as previously amended by Ordinance No. 118-2024, to reconcile a difference between Ordinance 8-2022, as previously amended by Ordinance No. 118-2024, and the project grant agreement for the scheduled payment of funds awarded to the Western Hills Viaduct project.
2. The transfer and appropriation of up to \$29,000,000 from the unappropriated surplus of Fund No. 401, “Transit Infrastructure Fund Grants” to existing capital improvement program project account no. 980x233x222392, “Western Hills Viaduct Transit Grant,” which will provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct.

On January 20, 2022, Council approved Ordinance No. 0008-2022, which established special revenue fund, Fund No. 401, “Transit Infrastructure Fund Grants,” and authorized the City Manager to accept and deposit a Southwest Ohio Regional Transit Authority (SORTA) grant of up to \$205,000,000 to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct project. On April 10, 2024, Council approved Ordinance No. 0118-2024, which authorized grant resources of up to \$205,000,000 from the SORTA Transit Infrastructure Fund to be disbursed in the following manner: \$16,400,000 will be deposited into Fund No. 401, “Transit Infrastructure Fund Grants,” followed by twelve annual installments of \$14,500,000 and one final payment of \$14,600,000, totaling up to \$188,600,000, will be assigned to the Transportation Improvement District or its Trustee to pay debt service and related costs on bonds issued for the Western Hills Viaduct Project. Two of the anticipated twelve annual installments of \$14,500,000, totaling \$29,000,000, will be deposited into Fund No. 401, “Transit Infrastructure Fund Grants,” instead of being assigned to the

Transportation Improvement District or its Trustee to pay debt service and related costs on bonds issued for the Western Hills Viaduct project.

The City Council wishes to appropriate up to \$29,000,000 from the unappropriated surplus of Fund No. 401 to existing capital improvement program project account no. 980x233x222392, "Western Hills Viaduct Transit Grant," to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct.

Providing resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" as well as the strategy to "[p]lan, design and implement a safe and sustainable transportation system" as described on pages 129-137 of Plan Cincinnati (2012).

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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- 2025

AMENDING Ordinance 8-2022, as amended by Ordinance No. 118-2024, to reconcile a difference between Ordinance 8-2022, as amended, and the project grant agreement for the scheduled payment of funds awarded to the Western Hills Viaduct project; and **AUTHORIZING** the transfer and appropriation of up to \$29,000,000 from the unappropriated surplus of Fund No. 401, “Transit Infrastructure Fund Grants” to existing capital improvement program project account no. 980x233x222392, “Western Hills Viaduct Transit Grant,” to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct.

WHEREAS, on January 20, 2022, Council passed Ordinance No. 8-2022, which established special revenue fund, Fund No. 401, “Transit Infrastructure Fund Grants,” and authorized the City Manager to accept and deposit a Southwest Ohio Regional Transit Authority (“SORTA”) grant of up to \$205,000,000 to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct; and

WHEREAS, on April 10, 2024, Council passed Ordinance No. 118-2024, which amended Ordinance No. 8-2022, to authorize grant resources of up to \$205,000,000 from the SORTA Transit Infrastructure Fund to be disbursed in the following manner: \$16,400,000 to be deposited into Fund No. 401, “Transit Infrastructure Fund Grants,” followed by twelve annual installments of \$14,500,000 and one final payment of \$14,600,000, totaling up to \$188,600,000, to be assigned to the Transportation Improvement District or its Trustee to pay debt service and related costs on bonds issued for the Western Hills Viaduct project; and

WHEREAS, two of the anticipated twelve annual installments of \$14,500,000, totaling \$29,000,000, will be deposited into Fund No. 401, “Transit Infrastructure Fund Grants,” to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct, instead of being assigned to the Transportation Improvement District or its Trustee to pay debt service and related costs on bonds issued; and

WHEREAS, Council wishes to appropriate up to \$29,000,000 from the unappropriated surplus of Fund No. 401 to existing capital improvement program project account no. 980x233x222392, “Western Hills Viaduct Transit Grant,” to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct; and

WHEREAS, providing resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategy to “[p]lan, design and implement a safe and sustainable transportation system” as described on pages 129-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Section 7 of Ordinance No. 8-2022, passed by Council on January 20, 2022, and subsequently amended by Ordinance No. 118-2024, passed by Council on April 10, 2024, is amended as follows:

Section 7. That the City Manager is authorized to accept grant resources of up to \$205 million from the SORTA Transit Infrastructure Fund, which will be received in the following manner: ~~\$16,400,000~~ \$45,400,000 to be deposited into Fund No. 401 “Transit Infrastructure Fund Grants,” and ~~twelve~~ ten annual installments of \$14,500,000 and one final payment of \$14,600,000, totaling up to ~~\$188,600,000~~, \$159,600,000, to be assigned to the Transportation Improvement District or its Trustee to be used by the Transportation Improvement District or Trustee to pay debt service and related costs on bonds issued for the Western Hills Viaduct project.

Section 2. That all terms of Ordinance No. 8-2022 not amended by Ordinance No. 118-2024 or this ordinance remain in full force and effect.

Section 3. That the City Manager is authorized to transfer and appropriate up to \$29,000,000 from the unappropriated surplus of Fund No. 401, “Transit Infrastructure Fund Grants,” to existing capital improvement program project account no. 980x233x222392, “Western Hills Viaduct Transit Grant,” to provide resources for transit-related roadway infrastructure improvements for the Western Hills Viaduct.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of 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 meet federal grant obligation deadlines.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

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

November 13, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202501972

Subject: Emergency Ordinance – DCED: Neighborhoods in Focus Initiative

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and return to source of \$949,000 from capital improvement program project account no. 980x164x251600, "Economic Development Initiatives – GF," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$674,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7200 to provide resources for the Neighborhoods in Focus Initiative; **AUTHORIZING** the transfer and appropriation of \$275,000 from the unappropriated surplus of General Fund 050 to the Department of Buildings and Inspections General Fund non-personnel operating budget account no. 050x211x7200 to provide resources for the Neighborhoods in Focus Initiative; and **DECLARING** that providing operating support for the Neighborhoods in Focus Initiative serves a public purpose because the program will foster local improvements and investment and increase neighborhood vitality.

Approval of this Emergency Ordinance authorizes the transfer and return to source of \$949,000 from capital improvement program project account no. 980x164x251600, "Economic Development Initiatives – GF". Furthermore, this Emergency Ordinance authorizes the following: (1) the transfer and appropriation of \$674,000 to Department of Community and Economic Development (DCED) operating budget account no. 050x164x7200, to support the single-family housing developments; and (2) the transfer and appropriation of a total of \$275,000 to the Department of Buildings and Inspections (B&I) operating budget account no. 050x211x7200 with \$200,000 for the Housing Assistance Repair Building Order Remission (HARBOR) program and \$75,000 for the Landscape Maintenance Assistance Program, all for the Neighborhoods in Focus Initiative.

Providing resources for housing and neighborhood improvements through the Neighborhoods in Focus Initiative is in accordance with the "Live" goal to "[p]rovide a full spectrum of housing options, and improve housing quality and affordability" as described on pages 164-176 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to deploy funding to continue funding housing programs.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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- 2025

AUTHORIZING the transfer and return to source of \$949,000 from capital improvement program project account no. 980x164x251600, “Economic Development Initiatives – GF,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$674,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7200 to provide resources for the Neighborhoods in Focus Initiative; **AUTHORIZING** the transfer and appropriation of \$275,000 from the unappropriated surplus of General Fund 050 to the Department of Buildings and Inspections General Fund non-personnel operating budget account no. 050x211x7200 to provide resources for the Neighborhoods in Focus Initiative; and **DECLARING** that providing operating support for the Neighborhoods in Focus Initiative serves a public purpose because the program will foster local improvements and investment and increase neighborhood vitality.

WHEREAS, on June 12, 2024, Council passed Ordinance No. 206-2024, which appropriated \$4,350,000 from the General Fund to capital improvement program project account no. 980x164x251600, “Economic Development Initiatives – GF”; and

WHEREAS, the Neighborhoods in Focus Initiative will provide \$200,000 for the Housing Assistance Repair Building Order Remission Program (“HARBOR Program”), and \$75,000 for the Landscape Maintenance Assistance Program, both of which will be administered by the City’s Department of Buildings and Inspections; and

WHEREAS, the Neighborhoods in Focus Initiative will provide \$674,000 for single-family housing developments, which will be administered by the City’s Department of Community and Economic Development; and

WHEREAS, resources allocated to the HARBOR Program and the Landscape Maintenance Assistance Program will be used to provide repair services to homeowners to abate City-assessed housing code violations and to remove nuisance landscape features and replace them with appropriate plantings; and

WHEREAS, these resources will be used to target features that are directly visible from the right of way which are potentially hazardous, and which may cause damage to the owner’s property or to adjacent property structures; and

WHEREAS, resources allocated to the Single-Family Housing Development Program will facilitate the development of new single-family housing units; and

WHEREAS, providing resources for housing and neighborhood improvements through the Neighborhoods in Focus Initiative is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options, and improve housing quality and affordability” as described on pages 164-176 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and return to source of \$949,000 from capital improvement program project account no. 980x164x251600, “Economic Development Initiatives – GF,” to the unappropriated surplus of General Fund 050 is authorized.

Section 2. That \$674,000 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. 050x164x7200 to provide resources for the Neighborhoods in Focus Initiative.

Section 3. That \$275,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the Department of Buildings and Inspections General Fund non-personnel operating budget account no. 050x211x7200 to provide resources for the Neighborhoods in Focus Initiative.

Section 4. That providing operating support for the Neighborhoods in Focus Initiative serves a public purpose because the program will foster local improvements and investment and increase neighborhood vitality.

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to deploy funding to continue funding housing programs.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

November 13, 2025

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: **Emergency Ordinance – 6110 Ridge Avenue Acquisition – Pleasant Ridge Development Corporation (PRDC)**

202501982

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 in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$425,000 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; **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 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

Located in the Pleasant Ridge business district, this former manufacturing building holds tremendous potential as a significant community asset and commercial anchor for the neighborhood. While the historic structure has been well-used over the years, it will require extensive and thoughtful investment to bring it into conditions that can support future active commercial use.

By supporting the Pleasant Ridge Development Corporation (the “Developer”) in acquiring and securing site control, the City is helping ensure this key property just north of the Ridge Avenue/Montgomery Road intersection can be preserved and reactivated in a way that serves the neighborhood.

Continued revitalization of buildings such as this helps strengthen local business corridors, encourage pedestrian activity, and enhance overall vibrancy. This investment advances Cincinnati’s vision for livable, diverse communities where residents can meet daily needs close to home.

BACKGROUND/CURRENT CONDITIONS

The Developer intends to acquire the real property at 6110 Ridge Avenue (the “Property”) in the Pleasant Ridge Neighborhood. For over a decade, PRDC has been strategically acquiring properties near the intersection of Montgomery Road/Ridge Avenue to reactivate and revitalize this key quadrant of the Pleasant Ridge Neighborhood Business District. This property is located on the northernmost boundary of that quadrant, adjacent to a nascent neighborhood pocket park. This manufacturing building possesses tremendous potential to contribute to the commercial character of the business district, but the marketability challenges facing future tenants are significant. There is no off-street parking, and the building will require significant construction to convert to commercial use.

Following the Developer’s acquisition of the Property, the Developer intends to market the building to a business/end-user/developer to operate at the site. This business/end-user/developer will be subject to the approval of the City. Conditions for approval will include but are not limited to the following: (1) The approved end-user/developer/business will fund exterior and interior improvements, such as the façade, plumbing, electric, and HCAV, along with any other tenant or capital improvements necessary to establish and continue business operations at the site and (2) the approved end-user/developer/business will contribute the Pleasant Ridge Neighborhood Business District and TIF District by operating an active, commercial space.

The Pleasant Ridge Development Corporation passed a resolution in support of this assistance request on September 11, 2025. The Pleasant Ridge Community Council voted in support of this request (24 yes, 2 no, 1 abstain) on October 7, 2025. The Pleasant Ridge Development Corporation, Pleasant Ridge Community Council, and Pleasant Ridge Business Association submitted a joint letter of support of this assistance request on October 8, 2025. The City also hosted a Community Engagement Meeting to seek feedback on the assistance request.

DEVELOPER INFORMATION

The Pleasant Ridge Development Corporation is a local nonprofit organization that was founded in 1994. The organization collaborates with the Pleasant Ridge Community Council and Pleasant Ridge Business Association for the overall development and enhancement of the Pleasant Ridge neighborhood.

In their 31-years of operation, the Developer has secured over \$2.4 million in public funds to drive tens of millions of dollars in investment in transformative projects: the redevelopment of 6099 Montgomery Road (current tenants include Goodfellas Pizza, Nine Giant, Hello Honey, and Fermentorium), the acquisition and demolition of 6100 Montgomery Road and 6114 Montgomery Road to prepare the sites for future

redevelopment opportunities, and the construction of The Ridge (\$30 million mixed-use development creating 83 new housing units). The Developer continues to collaborate with other neighborhood groups to advocate and implement development for quality housing, commercial activity, and safety for pedestrians in the Pleasant Ridge neighborhood.

PROPOSED INCENTIVE

The Administration is recommending \$425,000 to fund Developer for TIF District eligible costs related to the acquisition of the Property. The ordinance also provides for \$25,000 for City personnel-related costs for administration and oversight of this project.

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	6110 Ridge Avenue Acquisition – Pleasant Ridge Development Corporation
Street Address	6110 Ridge Avenue, Cincinnati, OH 45213
Neighborhood	Pleasant Ridge
Property Condition	Manufacturing building in need to exterior and interior improvements to bolster new commercial use
Project Type	Property Acquisition
Project Cost	Acquisition Costs: \$425,000 Total Project Cost: \$425,000
Private Investment	Developer Equity: \$0
Sq. Footage by Use	5,248 sq ft – Commercial
Location and Transit	Walk Score: 74 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 November 3, 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	\$450,000

EMERGENCY

MAH

- 2025

AUTHORIZING the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$425,000 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; **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 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 6110 Ridge Avenue in the Pleasant Ridge neighborhood of Cincinnati, as 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 \$425,000 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 Ohio Revised Code 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 6110 Ridge Avenue 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 \$425,000 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of \$425,000 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: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

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: 6110 Ridge Avenue Acquisition
(grant for the acquisition of real property located at 6110 Ridge Avenue)

Date: _____, 2025

FUNDING AGREEMENT
(6110 Ridge Avenue 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 May 23, 2025, between Developer and Robert Kanter and Christine Kanter (collectively, “**Seller**”), as may be amended, Developer has obtained the right to purchase the real property located at 6110 Ridge Avenue in the Pleasant Ridge neighborhood of Cincinnati, as depicted and 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 \$425,000 (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. [__]-20__, passed by City Council on [____], 2025, 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) Due Diligence. Developer shall complete all due diligence in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.

(B) 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 December 31, 2025. 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 December 31, 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 December 31, 2027 (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 shall not enter into a contract for 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 Riverbend Commercial Title Services (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 \$425,000.00, 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.

(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 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. An appraisal of the Property indicating its fair market value;
- (xi) No Default. Developer shall be in full compliance with all requirements of this Agreement; and
- (xii) 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) 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.

(B) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the 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.

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.

(Q) Transfer of Property to the Port or its Affiliate. Notwithstanding anything in this Agreement to the contrary, the City hereby consents to the temporary transfers between Developer and the Port of Greater Cincinnati Development Authority, an Ohio port authority (the “**Port**”), or any of the Port’s managed entities, in order to minimize predevelopment and operational expenses of the Project (collectively, the “**Port Transfers**”). The foregoing consent and transfer shall in no way release or otherwise negate Developer’s obligations under this Agreement. The consent provided herein is limited to the aforementioned Port Transfers, and by virtue of such consent the City shall not be obligated nor shall it be deemed to consent to any other transfer of the Property.

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: _____, 2025

PLEASANT RIDGE DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

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

I. Site Plan:



II. Legal Description:

Property Address: 6110 Ridge Avenue, Cincinnati, OH, 45213

Parcel ID No.: 124-0002-0021-00

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being part of the North Part of Lot 36 in W.R. Woods Addition to Pleasant Ridge, as per plat thereof recorded in Plat Book 2, page 320 of the Hamilton County, Ohio, Plat Records, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 36; thence eastwardly on the line between Lots 36 and 39 of said Subdivision, 77.75 feet; thence Southwardly on the line between lots 36 and 37 of said Subdivision, 66 feet; thence westwardly on a line parallel with the North line of said lot 36, 78 feet to Ridge Avenue; thence Northwardly with the East line of Ridge Avenue, 66 feet to the place of beginning.

Exhibit B
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

A. Project. Developer shall do all of the following with respect to the Project:

1. 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.
2. Security Measures. Once the acquisition is completed, 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.

B. Future Project. Following the acquisition phase of the Project, Developer shall do all of the following with respect to the Future Project:

1. Maintenance. Developer shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.
2. Disposition and Marketing of the Property. 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, but is not limited to, 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	\$400,000	\$0	\$400,000
SUBTOTAL ACQUISITION COSTS	\$400,000	\$0	\$400,000
Soft Costs			
Appraisal	\$1,200	\$0	\$1,200
Phase I Environmental Site Assessment	\$3,000	\$0	\$3,000
Phase II Environmental Site Assessment	\$10,000	\$0	\$10,000
Title Examination/Report	\$1,000	\$0	\$1,000
Survey	\$3,500	\$0	\$3,500
Legal Fees	\$2,500	\$0	\$2,500
Inspection Report	\$2,500	\$0	\$2,500
Contingency	\$1,300	\$0	\$1,300
SUBTOTAL SOFT COSTS	\$25,000	\$0	\$25,000
TOTAL PROJECT COSTS			
	\$425,000	\$0	\$425,000

TOTAL SOURCES OF FUNDS (LEVERAGE)

City TIF District Funds	\$425,000
Developer Equity	\$0
TOTAL	\$425,000

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 6110 Ridge Avenue, 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 _____, 2025,
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]

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 Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal

or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees 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)

INTENTIONALLY OMMITTED

4909-3280-4721, v. 5

November 13, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance – 119 Calhoun Street Acquisition – Clifton Heights Community Urban Redevelopment Corporation**

202501989

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with Clifton Heights Community Urban Redevelopment Corporation to facilitate acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$330,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to the Department of Community and Economic Development CUF/Heights Equivalent Fund non-personnel operating budget account no. 487x164x7400 to provide resources for the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$30,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to the Department of Community and Economic Development CUF/Heights Equivalent Fund personnel operating budget account no. 487x164x7100 to provide staffing resources in support of the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati 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 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43

STATEMENT

This structure is a key mixed-use asset in a dense and highly walkable area that requires substantial investment to return it to productive use. Restoring buildings such as this strengthens neighborhood business districts, expands housing options, supports pedestrian activity, and enhances overall vibrancy.

By supporting the Clifton Heights Community Urban Redevelopment Corporation (the “Developer”) in acquiring this property and securing site control, the City is advancing

the redevelopment of a blighted building in the CUF/Heights neighborhood near the University of Cincinnati campus. This investment directly supports Cincinnati's vision for livable, diverse communities where residents can meet daily needs close to home.

BACKGROUND/CURRENT CONDITIONS

The Developer intends to acquire the real property at 119 Calhoun Street (the "Property"), in the CUF/Heights Neighborhood. The site currently has uninhabited residential units and a retiring retail tenant. The building needs immediate stabilization to preserve the building structure prior to any foreseeable capital investment.

Following the Developer's acquisition of the Property, the Developer intends to stabilize the property by rebuilding the rear wall with new concrete footings, flooring, roof framing, and brick veneer. The completion of stabilization will allow the Developer to market the property for a new end-user which may include a combination of residential and retail tenants.

The City has hosted a Community Engagement Meeting to seek feedback on the assistance request the results of which can be found here: [Proposed Use of TIF Funds for 119 and 125 Calhoun Street - City Planning](#)

DEVELOPER INFORMATION

The Developer has over 25 years of experience developing real estate including University Park Apartments and U-Square Mixed-Use Development. Currently, the Developer is working on a new project, the MidLine a 57-unit affordable housing project on Vine Street. Additionally, The Developer has focused its operations on receivership cases resulting in redevelopment and reuse of former vacant and public nuisance buildings in the CUF/Heights neighborhood.

PROPOSED INCENTIVE

The Administration is recommending \$330,000 to fund Developer for TIF District eligible costs related to the property acquisition. The ordinance also provides \$30,000 for City personnel related costs for administration and oversight of this project.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

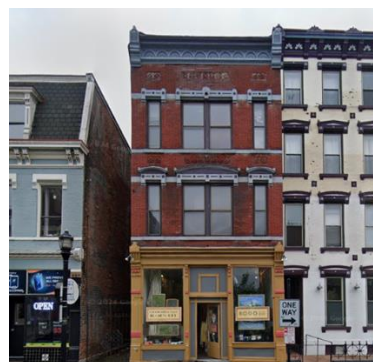
Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	119 Calhoun Street Acquisition – Clifton Heights CURC
Street Address	119 Calhoun Street, Cincinnati, OH 45219
Neighborhood	CUF/Heights
Property Condition	Vacant Residential Ground Floor Retail – <i>NOTE: DCED has determined there are no relocation requirements since the tenant intends to retire and shutter its business.</i>
Project Type	Property Acquisition
Project Cost	Hard Construction Costs: \$200,000 Acquisition Costs: \$315,000 Soft Costs: \$15,000 Total Project Cost: \$530,000
Private Investment	Developer Equity: \$200,000
Sq. Footage by Use	1,226 sq ft – Commercial 2,452 sq ft – Residential
Number of Units and Rent Ranges	TBD
Median 1-BD Rent Affordable To	TBD
Jobs and Payroll	Created FTE Positions: 8 Total Payroll for Created FTE Positions: \$300,000 Average Salary for Created FTE Positions: \$37,500 Construction FTE Positions: 8 Total Payroll for Construction FTE Positions: \$500,000
Location and Transit	Located is within a 1/2 mile radius of both the Reading Road and Vine Street BRT line. Walk Score: 94 Transit Score: 59
Community Engagement	Community Engagement Meeting held on November 10, 2025.
Plan Cincinnati Goals	Compete Initiative Area Goal (p. 101-107)

Project Image and Site Map



Proposed Incentive

Property Transaction Types	Direct Funding – District TIF
TIF District Grant	\$330,000

EMERGENCY

SSB

- 2025

AUTHORIZING the City Manager to execute a Funding Agreement with Clifton Heights Community Urban Redevelopment Corporation to facilitate acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$330,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to the Department of Community and Economic Development CUF/Heights Equivalent Fund non-personnel operating budget account no. 487x164x7400 to provide resources for the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$30,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to the Department of Community and Economic Development CUF/Heights Equivalent Fund personnel operating budget account no. 487x164x7100 to provide staffing resources in support of the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property located at 119 Calhoun Street in the CUF neighborhood of Cincinnati 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 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Clifton Heights Community Urban Redevelopment Corporation (“Developer”) desires to acquire certain real property located at 119 Calhoun Street in the CUF 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 \$330,000 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 418-2002, passed by Council on December 18, 2002, the City created District 8-Clifton Heights-University Heights-Fairview (CUF) District Incentive District (the “TIF District”) to, in part, fund “Public Infrastructure Improvement[s]” as defined in Ohio Revised Code 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 Clifton Heights Community Urban Redevelopment 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 119 Calhoun Street in the CUF 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 \$330,000 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of \$330,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to Department of Community and Economic Development CUF/Heights Equivalent Fund non-personnel operating budget account no. 487x164x7400 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 \$30,000 from the unappropriated surplus of CUF/Heights Equivalent Fund 487 (CUF/Heights TIF District) to Department of Community and Economic Development CUF/Heights Equivalent Fund personnel operating budget account

no. 487x164x7100 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 8-Clifton Heights-University Heights-Fairview (CUF) District 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 CUF neighborhood at the earliest possible date.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

FUNDING AGREEMENT

by and between

CITY OF CINCINNATI,
an Ohio municipal corporation

and

CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

Project Name: 119 Calhoun Street Acquisition
(grant for the acquisition of real property located at 119 Calhoun Street)

Date: _____, 2025

FUNDING AGREEMENT
(119 Calhoun Street 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 **CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, 2510 Ohio Avenue, Suite C, Cincinnati, Ohio 45219 (“**Developer**”).

Recitals:

A. Pursuant to a *Contract to Purchase* dated October 8, 2025, between Developer and Mary Kay Klein (“**Seller**”), as may be amended, Developer has obtained the right to purchase the real property located at 119 Calhoun Street in the CUF 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, and complete any necessary stabilization work on the building located thereon, 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 CUF 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 \$330,000 (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. [__]-20__, passed by City Council on [____], 2025, 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 8-Clifton Heights-University Heights-Fairview (CUF) District 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) Due Diligence. Developer shall complete all due diligence in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.

(B) 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 November 21, 2025. 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 December 31, 2025; *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.

(C) Stabilization. Subject the terms and conditions of this Agreement, Developer shall (i) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for the stabilization portion of the Project as further described on Exhibit B, and (ii) commence such stabilization work on the Property in accordance with Exhibit B no later than the date that is 6 months from the Closing (the "**Project Commencement Date**"). Developer shall complete the stabilization portion of the Project in accordance with City-approved plans and specifications, and in a good and workman like manner, all to the satisfaction of the City, in its sole and absolute discretion, including as evidenced by Developer's compliance with Vacated Building Maintenance License ("**VBML**") requirements, as determined by the City's Department of Buildings & Inspections, no later than the date that is 18 months from the Closing (the "**Project Completion Date**"). Notwithstanding anything herein to the contrary, upon Developer's request, the Director of DCED may, in her sole and absolute discretion, extend the Project Commencement Date and/or the Project Completion Date by up to 12 month months each 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 shall not enter into a contract for 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 Commonwealth Land & Title (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 \$330,000.00, 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 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. An appraisal of the Property indicating its fair market value;
- (xi) No Default. Developer shall be in full compliance with all requirements of this Agreement; and

- (xii) 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. Completion of Project

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

(C) Inspection of Work. During the stabilization portion of the Project, the City, its employees, and agents shall have the right at all reasonable times to inspect the progress thereof to determine whether Developer is complying with its obligations under this Agreement. If the City determines that work on the Project is not in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds), whether or not such work has been incorporated into the Project, by giving notice of such nonconforming work to Developer.

(D) Mechanics' Liens. Developer shall not permit any mechanic's or other similar liens to remain on the Property during the Project. If a mechanic's lien shall at any time be filed against the Property, Developer shall, within 30 days after notice of the filing thereof, (i) cause the same to be discharged of record or bonded off by a surety bond, or (ii) deposit the amount necessary to discharge such lien with the City, to be held in escrow pending the release of the lien.

(E) Project Information. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

(F) Permits and Fees Payable to DOTE. Developer acknowledges that (i) Developer may be required to obtain barricade, street opening, meter permits, and other related permits when the Project necessitates closing meters, opening and/or closing the adjoining streets or portions thereof, or when otherwise required by DOTE for the Project, (ii) Developer may be required to pay DOTE for any such permit fees, and (iii) with many entities competing for space on City street, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(G) 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:

Clifton Heights Community Urban Redevelopment
Corporation
2510 Ohio Avenue, Suite C
Cincinnati, Ohio 45219
Attn: Executive Director

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 – *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: _____, 2025

**CLIFTON HEIGHTS COMMUNITY URBAN
REDEVELOPMENT CORPORATION,**
an Ohio nonprofit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFIED DATE: _____

FUND/CODE: _____

AMOUNT: _____

BY: _____
Steve Webb, City Finance Director

Exhibit A
to Funding Agreement

Legal Description

Property Address: 119 Calhoun Street, Cincinnati, Ohio, 45219
Auditor's Parcel No.: 102-0005-0244-00

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio, in Section 14, Town 9, Fractional Range 2 of the Miami Purchase and being the Northeast part of Lot No. 4 of Block 2 of William N. Corry's Estate as made by Daniel Hosbrook, Surveyor, as recorded in Deed Book 91, Page 425 of the Hamilton County, Ohio, Records and being more particularly described as follows:

Beginning at a point in the South line of Calhoun Street 175 feet West of the Southwest corner of Scioto and Calhoun Streets which said point is also 25 feet East of the Northeast corner of Lot No. 5 of said Subdivision; thence Eastwardly on the South line of Calhoun Street 25 feet to the Northwest corner of Lot No. 3 of said Subdivision and extending back from this point and from the point of beginning Southwardly between parallel lines 87.5 feet, more or less, to the North line of the premises conveyed by Ottillie Spechtold to Sara C. Heiman by deed recorded in Deed Book 2409, Page 104, of the Hamilton County, Ohio, Records and being part of the same premises conveyed to Ottillie Spechtold by deed recorded in Deed Book 2356, Page 571, and by Affidavit recorded in Deed Book 2356, Page 558, of the Hamilton County, Ohio Records.

Exhibit B
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

A. Project. Developer shall do all of the following with respect to the Project:

1. 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.
2. Environmental Site Assessments. Developer shall hire a qualified environmental consultant to obtain a Phase I environmental site assessment satisfactory to the City's Office of Environment and Sustainability, which must inform Developer of the required recognized environmental conditions that exist on the Property and inform Developer of a reasonable mitigation plan to remediate environmental contaminants (if any).
3. Stabilization. Following its acquisition of the Property, Developer shall diligently stabilize the Property, including making the building located thereon safe, secure, and watertight. Completion of stabilization work will safeguard the Property from further damage and position the Property for the future development with consideration of renovation and/or new construction phases. Developer shall bring the structure into VBML compliance:
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.

B. Future Project. Following the acquisition and stabilization phases of the Project, Developer shall do all of the following with respect to the Future Project:

1. Maintenance. Developer shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.
2. Disposition and Marketing of the Property. 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	\$315,000.00	\$0.00	\$315,000.00
SUBTOTAL ACQUISITION COSTS	\$315,000.00	\$0.00	\$315,000.00
Stabilization Costs			
Stabilization – Building	\$0.00	\$200,000.00	\$200,000.00
SUBTOTAL STABILIZATION CONSTRUCTION COSTS	\$0.00	\$200,000.00	\$200,000.00
Soft Costs			
Environmental Reports and Environmental Mitigation	\$2,400.00	\$0.00	\$2,400.00
Survey Costs	\$2,500.00	\$0.00	\$2,500.00
Legal Fees	\$2,500.00	\$0.00	\$2,500.00
Title/Closing	\$1,000.00	\$0.00	\$1,000.00
Appraisal	\$3,200.00	\$0.00	\$3,200.00
Soft Costs Contingency	\$3,400.00	\$0.00	\$3,400.00
SUBTOTAL SOFT COSTS	\$15,000.00	\$0.00	\$15,000.00
TOTAL PROJECT COSTS			
	\$330,000.00	\$200,000.00	\$530,000.00

TOTAL SOURCES OF FUNDS (LEVERAGE)

City TIF District Funds	\$330,000.00
Developer Equity	\$200,000.00
TOTAL	\$530,000.00

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 CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which is 2510 Ohio Avenue, Suite C, Cincinnati, Ohio 45219 (“**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 119 Calhoun Street, Cincinnati, Ohio 45219, 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 CUF 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**”).

**CLIFTON HEIGHTS COMMUNITY URBAN
REDEVELOPMENT CORPORATION**

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of the Clifton Heights Community Urban
Redevelopment 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]

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 Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees 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)

SEE ATTACHED

DEI - Request for Wage Determination (Form 217)

REQUEST FOR PROJECT WAGE DETERMINATION

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

DEPARTMENT *
DCED

CONTACT PERSON *
JOSEPH MALEK

Phone # *
(513)352-6129

Email *
JOSEPH.MALEK@CINCINNATI-OH.GOV

Requested Date:
10/29/2025

Estimated Advertising Date:
05/11/2026

Estimated Bid Opening Date:
06/01/2026

Estimated Starting Date:
06/15/2026

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY
☒ Yes ☐ No

FUND *
980

STATE
☐ Yes ☒ No

FUND

COUNTY
☐ Yes ☒ No

FUND

FEDERAL
☐ Yes ☒ No

FUND

IS THIS PROJECT BEING COMPETITIVELY BID?
☐ Yes ☒ No

PROJECT ACCOUNT NUMBER:
TBD

AMT. OF PUB. FUNDING \$: *
\$330,000.00

TOTAL PROJECT DOLLARS: *
\$380,000.00

NAME OF PROJECT (Maximum 100 Letters) *
119 CALHOUN ST - ACQUISITION

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

Acquisition - Non-construction

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

119 Calhoun Street, Cincinnati, OH 45219; 102-0005-0244-00

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.) *

Seller: Mary Kay Klein

Buyer: Clifton Heights Community Urban Redevelopment Corporation

Budget Breakdown: (Provide a description of all funding sources and the use of those funds.

Attachments may be included as necessary.) *

\$315,000 - Acquisition/Purchase Price

Environmental Reports and Mitigation - \$2,400

Survey Costs - \$2,500

Legal Fees - \$2,500

Title/Closing - \$1,000

Appraisal - \$3,200

Soft Costs Contingency - \$3,400

\$50,000 - Stabilization (undefined).

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

The Acquisition of real property located at 119 Calhoun Street, Cincinnati, OH 45219.

--

City funds are only contributing to the acquisition and acquisition related expenses for the property.

The stabilization activities is not yet defined. However, the City's intent of including this language in the agreement is to make sure that the Buyer/Developer commits private investment to the property as they leverage City funds.

Upload Supporting Documents (0)

Supporting Documents

DEI USE ONLY**Assigned Number**
60321895**Dept Submitted Date**
10/29/2025**DEI Received Date****Original Assigned Number****Funding Guidelines:**☐ State☐ Federal☒ **Prevailing Wage Will Not Apply****Rates That Apply:**☐ Building☐ Heavy☐ Highway☐ Residential**Decision Number:****Modification Number:****Publication Date:****Determination By:****Name ***
KARIM HALTY**Title**
Contract Compliance Spec.**Date ***
10/30/2025**Decision Summary: ***

The project described is only for the funding acquisition by the city for 119 Calhoun Street. The city funds are only being used for acquisition costs. 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**
10/30/2025

EMERGENCY

EVK

-2025

AUTHORIZING the City Manager to execute a Funding Agreement with the Port of Greater Cincinnati Development Authority, to facilitate acquisition of real property located in the West End neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the City Manager's Office non-personnel operating budget account no. 491x101x7400 to provide resources for the acquisition of real property located at 1141 Central Avenue; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 491x101x7400 for the acquisition of real property located at 1141 Central Avenue are for a public purpose and constitute an eligible "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), to be made in the furtherance of urban redevelopment, in the City of Cincinnati.

WHEREAS, the Port of Greater Cincinnati Development Authority ("Developer") desires to acquire certain real property located at 1141 Central Avenue in the West End neighborhood of Cincinnati, as more particularly described in the Funding Agreement attached as Attachment A hereto (the "Property"), for the eventual redevelopment thereof (the "Project"); and

WHEREAS, the City Manager's Office has recommended that the City provide a grant to Developer in an amount of up to \$4,000,000 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 183-2024, passed by Council on May 30, 2024, the City determined that (i) satisfactory provision has been made for the public infrastructure needs of certain parcels that were previously exempt from real property taxation pursuant to Ohio Revised Code ("R.C.") Section 5709.40(B) (collectively, the "TIF Exemptions"), and (ii) any excess revenues collected by the City from service payments in lieu of real property taxes pursuant to such TIF Exemptions may be used for public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) in furtherance of urban redevelopment, as such term is used in R.C. Section 5709.41; 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 further urban redevelopment in the City of Cincinnati; 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 the Port of Greater Cincinnati Development Authority (“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 1141 Central Avenue in the West End neighborhood of Cincinnati, which property is more particularly described in the Agreement (the “Property”), for the eventual redevelopment thereof (the “Project”), and (b) the City will make a grant of up to \$4,000,000 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of \$4,000,000 from the unappropriated surplus of Municipal Public Improvement Equivalent Fund 491 to the City Manager’s Office non-personnel operating budget account no. 491x101x7400 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 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 further urban redevelopment (as such term is used in R.C. Section 5709.41) in the City of Cincinnati.

Section 4. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all closing documents, agreements, amendments, and other instruments pertaining to the Project.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the acquisition and eventual redevelopment of the Property as soon as possible, which will result in the stimulation of economic growth in the West End neighborhood at the earliest possible date.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

4902-5343-9605, v. 4

Contract No. _____

FUNDING AGREEMENT

by and between

CITY OF CINCINNATI,
an Ohio municipal corporation

and

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY,
an Ohio port authority

Project Name: Freestore Foodbank Acquisition
(grant for the acquisition of real property located at 1141 Central Avenue)

Date: _____, 2025

FUNDING AGREEMENT
(Freestore Foodbank 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 **PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**, an Ohio port authority, 221 East Fourth Street, Suite 200, Cincinnati, Ohio 45202 (“**Developer**”).

Recitals:

A. Pursuant to *Fifth Amendment to and Partial Assignment and Assumption of Option to Purchase Agreement* dated October 17, 2025 (the “**Purchase Option**”), between Corwine Foundation, Inc. (“**Seller**”), Lion Ventures, LLC, and Developer, Developer has the right to purchase from Seller the certain real property located at 1141 Central Avenue in the West End neighborhood of Cincinnati, which property is more particularly described on Exhibit A (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 hold and maintain the Property pending direction from the City on (i) a preferred buyer for the Property or (ii) the City’s right to purchase the Property from Developer for \$1.00. The parties intend to hold the Property available for future development pending City determination of development plans.

D. To facilitate the Project, and to promote the economic feasibility thereof, the City, upon the recommendation of the City Manager’s Office (the “**CMO**”), desires to provide financial assistance for the Project, including a cash grant in an amount not to exceed \$4,000,000 (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. ____-2025, passed by City Council on _____, 2025, which appropriated funds for the acquisition of the Property, which the City has determined constitutes an eligible public infrastructure improvement to be made in the furtherance of urban redevelopment in the City of Cincinnati.

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 on which Developer has satisfied all obligations to the City under this Agreement (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. **Project.**

(A) **Due Diligence.** Developer shall complete all due diligence in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.

(B) 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 December 12, 2025. 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, 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 December 19, 2025; *provided however*, upon Developer's request, the City Manager or her designee may, in her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

(C) Holding Period. Following the Closing, Developer shall hold the Property for 48 months; *provided however* that such period may be extended upon the mutual agreement of the parties, which shall be exercised in writing (collectively, the "**Holding Period**"). Notwithstanding the foregoing, in the event that the City either exercises the City's Purchase Option (as defined below) or directs Developer to transfer the Property to a third-party, then the expiration of the Holding Period and the closing on such transfer of the Property will occur concurrently. If for any reason the Property has not yet been transferred to the City or a third-party prior to expiration or termination of the Holding Period, then Developer may send a written notice to the City. The City shall thereafter either (a) purchase the Property from Developer for \$1.00 or (b) identify a third-party to whom Developer shall transfer the Property, which option shall be in the City's sole and absolute discretion.

(D) City's Purchase Option. The City, at any time after Developer's acquisition of the Property, shall have the right to require Developer to convey the Property to the City, by deed of limited warranty, free and clear of all liens and encumbrances (except for utility easements, if any, and other encumbrances permitted by the City), for \$1.00, with such conveyance to take place 30 days after the City's written demand (the "**City's Purchase Option**"). The City shall not be required to pay for any work that was performed or for any improvements that were made to the Property by Developer prior to such conveyance. For the avoidance of doubt, the City shall have the right, in its sole and absolute discretion, to assign the right to exercise the City's Purchase Option to a third party.

(E) Restrictive Covenant. At the Closing, Developer shall execute a Restrictive 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 the CMO within 3 days after its recording.

3. 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 Riverbend Commercial Title Services LP (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.

(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 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 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) Appraisal. An appraisal of the Property indicating its fair market value;
- (x) No Default. Developer shall be in full compliance with all requirements of this Agreement; and
- (xi) 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 City Manager or her designee.

(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.

4. Maintenance of Property.

(A) Maintenance of Property. Throughout the Holding Period, Developer shall maintain the Property in reasonably clean and orderly condition, and shall be responsible for all (i) utility fees and assessments levied against the Property, (ii) any and all real estate taxes and assessments levied against the Property that become due and payable prior to the expiration or termination of this Agreement, and (iii) any and all other expenses associated with the Property except as expressly excluded by this Agreement.

(B) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the 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.

5. Insurance.

(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 the CMO 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.

6. Casualty; Eminent Domain. If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall promptly notify the City and shall cooperate with the City to determine an appropriate course of action.

7. Default; Remedies.

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

(i) the dissolution, other than in connection with a merger, of 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 Restrictive 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, 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. 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.

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

To the City:

Office of the City Manager
City of Cincinnati Plum Street
805 Central Avenue, 7th Floor
Cincinnati, Ohio 45202
Attn: Morgan Sutter
Director of Grant Administration & Government Affairs

To Developer:

Port of Greater Cincinnati Development Authority
221 East Fourth Street, Suite 200
Cincinnati, Ohio 45202
Attn: Laura Brunner, President & CEO

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.

9. 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.

10. 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.

11. General Provisions.

(A) Assignment. During the Term of this Agreement, Developer shall not transfer or sell 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. Notwithstanding the foregoing, or anything in this Agreement to the contrary, the City hereby consents to the temporary transfer of the Property by Developer to the Hamilton County Land Reutilization Corporation (the "**Landbank**"), an affiliate of Developer, or the Landbank taking title to the Property from Seller, in either case in order to minimize predevelopment and operational expenses of the Project (in either case, a "**Landbank Transfer**"). An assignment by Developer of its interests under this Agreement, including by means of a Landbank Transfer, shall not relieve Developer from any obligations or liability under this Agreement. In the event the Landbank takes title to the Property directly from Seller on behalf of Developer, then Developer shall cause the Landbank, as property owner, to execute the Restrictive Covenant.

(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.

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

Exhibit A – 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: _____, 2025

**PORT OF GREATER CINCINNATI DEVELOPMENT
AUTHORITY,**
an Ohio port authority

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFIED DATE: _____

FUND/CODE: _____

AMOUNT: _____

BY: _____
Steve Webb, City Finance Director

SIGNATURE PAGE TO FUNDING AGREEMENT

Exhibit A
to Funding Agreement

Legal Description

Property Address: **1141 Central Avenue, Cincinnati, OH, 45202**
Parcel ID No.: **076-0001-0010-00**

Situated in the City of Cincinnati, Hamilton County, Ohio, to wit:

Commencing at the northwest corner of Plum and Charles Streets and running thence .
northwardly along the west side of Plum Street 190 feet, more or less, to the southwest corner of
Plum and Twelfth Streets; thence running westwardly along the south side of Twelfth Street 190
feet 6 inches to the west line of Lot No. 36 on the plan of subdivision of Outlot No. 58 made by
the heirs of Richard Fosdick, deceased, and recorded in the office of the Clerk of the Court of
Common Pleas of Hamilton County on page 99, Restored Plats and in Deed Book 26, page 123
Recorder's Office of Hamilton County, Ohio; thence running southwardly along the west line of
Lots Nos. 36 and 42 on said subdivision 190 feet, more or less to a point in the north line of
Charles Street 190 feet 6 inches west of Plum Street; thence eastwardly along the north side of
Charles Street 190 feet 6 inches to the northwest corner of Plum and Charles Street, to the place
of beginning.

Exhibit B
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

- A. Project. The Property is situated in a key corridor within the West End neighborhood, where real estate development interest is high and speculative development may be contrary to public benefit. Developer is responsible for acquiring and landbanking properties such as this, for the future purpose of accommodating a City-directed redevelopment project that accomplishes community and economic development objectives. Developer shall do all of the following with respect to the Project:
1. 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.
 2. Security Measures. Once the acquisition is completed, 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.
- B. Post Acquisition. Following the acquisition phase of the Project, Developer shall do the following:
1. Maintain. During the Holding Period Developer shall maintain the Property in reasonably clean and orderly condition, and shall be responsible for all (i) utility fees and assessments levied against the Property, (ii) any and all real estate taxes and assessments levied against the Property that become due and payable during the Term of this Agreement, and (iii) any and all other expenses associated with the Property except as expressly excluded by this Agreement.
 2. Hold. Developer shall hold the Property and shall not transfer the Property without the City's prior written consent or direction during the Holding Period. Upon direction from the City, including through the City's exercise or assignment of the City's Purchase Option, Developer shall transfer the Property to the City or third-party to whom the City has assigned the City's Purchase Option, all in accordance with the terms and conditions of this Agreement.

II. BUDGET

	City Funds	Non-City Funds	Total
Acquisition Costs			
Acquisition	\$3,500,000	\$0	\$3,500,000
SUBTOTAL ACQUISITION COSTS	\$3,500,000	\$0	\$3,500,000
Soft Costs			
Due Diligence & Closing	\$100,000	\$0	\$100,000
Purchase Option	\$270,000	\$0	\$270,000
Developer Holding Fee	\$130,000	\$0	\$130,000
SUBTOTAL SOFT COSTS	\$500,000	\$0	\$500,000
TOTAL PROJECT COSTS	\$4,000,000	\$0	\$4,000,000

TOTAL SOURCES OF FUNDS

City Funds	\$4,000,000
Developer Equity	\$0
TOTAL	\$4,000,000

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

THIS RESTRICTIVE COVENANT (this "**Covenant**") is made as of the Effective Date (as defined on signature page hereof), by THE PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority, the address of which is 221 East Fourth Street, Suite 200, Cincinnati, Ohio 45202 ("**Developer**") and the HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio nonprofit community improvement corporation organized and existing under Ohio Revised Code Chapter 1724 and 1702, the address of which is 221 East Fourth Street, Suite 200, Cincinnati, Ohio 45202 ("**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 1141 Central Avenue, Cincinnati, Ohio 45202, as more particularly described on Exhibit A (*Legal Description*) hereto (the "**Property**").

B. The City and Developer are parties to that certain *Funding Agreement* dated _____ (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 Developer to facilitate the acquisition of the Property by Developer (or by Owner, on Developer's behalf) so long as Developer agrees not to sell, transfer, or convey the Property without the City's consent. 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, Developer and Owner do hereby declare 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, unless otherwise authorized or permitted as an assignee in the Agreement.

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. City's Purchase Option. The City shall have the right to require Developer to convey the Property to the City, by deed of limited warranty, free and clear of all liens and encumbrances (except for utility easements, if any, and other encumbrances permitted by the City), for \$1.00, with such conveyance to take place 30 days after the City's written demand. The City shall not be required to pay for any work

that was performed or for any improvements that were made to the Property by Developer prior to such conveyance.

4. **Covenants to Run with the Land.** Developer and Owner each 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 Developer, Owner, and Owner's successors-in-title, (b) are not merely personal covenants of Developer and 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.

5. **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.

6. **Termination.** Developer or 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 Developer or Owner for recording in the Hamilton County, Ohio Recorder's Office, at Developer's or Owner's expense.

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

Exhibit A - Legal Description

SIGNATURES ON FOLLOWING PAGE

Executed on the date of acknowledgement set forth below, effective as of the later of such dates (the **"Effective Date"**).

**PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of the Port of Greater Cincinnati
Development Authority, an Ohio port authority, on behalf of the port authority.

Notary Public
My commission expires: _____

**HAMILTON COUNTY LAND REUTILIZATION
CORPORATION,**

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of the Hamilton County Land
Reutilization Corporation, an Ohio nonprofit community improvement corporation organized and existing
under Ohio Revised Code Chapter 1724 and 1702, 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

Property Address: **1141 Central Avenue, Cincinnati, OH, 45202**
Parcel ID No.: **076-0001-0010-00**

Situated in the City of Cincinnati, Hamilton County, Ohio, to wit:

Commencing at the northwest corner of Plum and Charles Streets and running thence .
northwardly along the west side of Plum Street 190 feet, more or less, to the southwest corner of
Plum and Twelfth Streets; thence running westwardly along the south side of Twelfth Street 190
feet 6 inches to the west line of Lot No. 36 on the plan of subdivision of Outlot No. 58 made by
the heirs of Richard Fosdick, deceased, and recorded in the office of the Clerk of the Court of
Common Pleas of Hamilton County on page 99, Restored Plats and in Deed Book 26, page 123
Recorder's Office of Hamilton County, Ohio; thence running southwardly along the west line of
Lots Nos. 36 and 42 on said subdivision 190 feet, more or less to a point in the north line of
Charles Street 190 feet 6 inches west of Plum Street; thence eastwardly along the north side of
Charles Street 190 feet 6 inches to the northwest corner of Plum and Charles Street, to the place
of beginning.

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.

Notwithstanding the provisions of this Agreement and this Exhibit:

(A) The City acknowledges that Developer has an economic inclusion policy pertaining to the inclusion of minority, female, and small business enterprises, and non-discrimination, as well as its own procurement and competitive bidding policy. Developer shall use its best efforts, and shall require each contractor and subcontractor working on the Project to use its best efforts, to promote Developer's economic inclusion policy. In consideration of those efforts, the City hereby waives compliance with the City's Small Business Enterprise policy, the City's Equal Employment Opportunity Program, construction workforce goals, and procurement policy (each of which policies and programs are described more fully below) with respect to the Project.

(B) Notwithstanding clause (A) above, **Developer specifically agrees that, regardless of the legal applicability or inapplicability of Ordinance No. 130-2002 (regarding Meet and Confer), as described in Section (B)(i) of this Exhibit below, Developer shall fully comply with the meet and confer requirement identified in clause (B)(i)(b) of this Exhibit as if Ordinance No. 130-2002 applies to Developer.** The City affirms to Developer that Meet and Confer meetings occur twice monthly at the offices of the Department of Community and Economic Development; to the extent such meetings occur less frequently than bi-monthly, Developer shall not be obligated to wait to bid for longer than two weeks for a Meet and Confer meeting to take place.

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 Confering with Trade Unions.

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

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement

of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than 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 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 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 the CMO, 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)

INTENTIONALLY OMMITTED

4921-0490-6355, v. 5

November 13, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202501970

**Subject: Emergency Ordinance: Authorizing the Implementation of the
AFSCME Municipal Workers Labor Management Agreement**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute and implement the labor management agreement between the City and the American Federation of State, County and Municipal Employees, Municipal Workers Local 250, the updated terms of which are reflected in the attached summary.

This agreement provides the employees with a 5.0% wage increase (effective August 3, 2025), a 4.0% wage increase (effective August 2, 2026), and a 3.0% wage increase (effective August 1, 2027). Additionally, the agreement authorizes a \$750 lump sum payment in Years 1 and 2 of the contract. The agreement incorporates gains to the City's management rights and ensures parity with similar bargaining units. A summary of the tentative agreement is attached hereto.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, Human Resources Director

EMERGENCY

MSS

- 2025

AUTHORIZING the City Manager to execute and implement the labor management agreement between the City and the American Federation of State, County and Municipal Employees, Municipal Workers Local 250, the updated terms of which are reflected in the attached summary.

WHEREAS, the current labor management agreement (“Agreement”) between the City and the American Federation of State, County and Municipal Employees, Municipal Workers Local 250 (“AFSCME”) expired on August 2, 2025; and

WHEREAS, the City and AFSCME, through their respective negotiating teams, have reached tentative agreement on the terms of a successor Agreement, the updated terms of which are reflected in the attached summary; and

WHEREAS, the tentative Agreement has a duration of three years beginning on August 3, 2025, and expiring on July 30, 2028; and

WHEREAS, all employees in the AFSCME Municipal Workers bargaining unit (“AFSCME employees”) will receive a five percent increase to their base wage effective August 3, 2025, and a lump sum payment of \$750; a four percent increase to their base wage effective August 2, 2026, and a lump sum payment of \$750; and a three percent increase to their base wage effective August 1, 2027; and

WHEREAS, the City gained management rights to dismiss AFSCME employees who fail to obtain their temporary CDL within four and a half months of the date of promotion and permanent CDL within the probationary period, and the right to dismiss AFSCME employees who have abandoned their job; and

WHEREAS, the terms and conditions of the successor Agreement as agreed to by the parties represent fair and equitable gains for both parties; 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 execute and implement the labor management agreement between the City and the American Federation of State, County and Municipal Employees, Municipal Workers Local 250, the updated terms of which are reflected in the attached summary.

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 implement a successor labor management agreement between the City and the American Federation of State, County and Municipal Employees, Municipal Workers Local 250 to replace the agreement that expired on August 2, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

**Summary of Tentative Agreement with
AFSCME, Municipal Workers
Local 250**

Article 9: Probation Seniority and Filling of Full-Time Vacancies and Promotions

- Clarified employees shall not work more than 1559 hours in a year.
- Added language allowing the City to dismiss Municipal Workers from City service under the following circumstances:
 - Failure to obtain a temporary CDL within four and a half months from the date of promotion to a full-time role.
 - Failure of two CDL tests during the probationary period.

Article 11: Corrective Action

- Added language regarding disciplinary timelines.
- Added language allowing the City to terminate employees who have abandoned their job without the need for an administrative hearing.

Article 12: Grievances

- Added in the ability to use the American Arbitration Association (AAA) if the Federal Mediation and Conciliation Service (FMCS) is not available as an option.

Article 18: Wages and General Wage Increases

- 5% effective in the first year of the contract (August 3, 2025) and a one-time payment of \$750
- 4% effective in the second year of the contract (August 2, 2026) and a one-time payment of \$750
- 3% effective in the third year of the contract (August 1, 2027)

Article 19: Personal Leave and Unpaid Leave

- Added two personal days per year, which must be utilized within the year.

Article 27: Duration

- 3-year agreement

New Article

- Added language allowing Municipal Workers, who perform yard and solid waste in the Department of Public Services, and trash collection as part of the Waste Collection team in the

Cincinnati Recreation Commission, bonus pay of \$2.00 per hour in addition to their regular rate of pay while performing these specific duties for the 2025-2028 contract only.

- This was previously negotiated in a Memorandum of Understanding.

**** There were a few other articles that contained housekeeping changes.**

The remaining articles will stay as current contract language.