



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, February 7, 2024

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Human Services Advisory Committee

1. [202400448](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Karlyn Wade-Richardson to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

Cincinnati Accessibility Board of Advisors

2. [202400450](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Key Beck to the Cincinnati Accessibility Board of Advisors for a term of two years expiring on December 31, 2025. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Non-Binary/AA)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

CITY MANAGER

3. [202400372](#) **APPOINTMENT**, dated 2/7/2024, submitted Sheryl M. M. Long, City Manager, regarding the appointment of Berteena Rollins to the Urban Forestry Advisory Board under the business representative qualifications. (Female/African American)

Recommendation CONFIRM

Sponsors: City Manager

4. [202400373](#) **APPOINTMENT**, dated 2/7/2024, submitted Sheryl M. M. Long, City Manager, regarding the appointment of Crystal Russell to the Urban Forestry Advisory Board under the "community at large" qualifications. (Female/African American)

Recommendation CONFIRM

Sponsors: City Manager

5. [202400395](#) **REPORT**, dated 1/31/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for ETC Produce Walnut Hills LLC, 954 McMillan Avenue. (#2530349, New, C1 C2) [OBJECTIONS: Yes]

Recommendation FILE

Sponsors: City Manager

6. [202400400](#) **REPORT**, dated 2/7/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for 6ENTERPRISES LLC, 1535 Madison Road. (#8199855, TFOL, D2 D2X D3 D3A D6) [Objections: None]

Recommendation FILE

Sponsors: City Manager

7. [202400401](#) **REPORT**, dated 2/7/2024, submitted Sheryl M. M. Long, City Manager, regarding the Finance and Budget Monitoring Report for the Period Ending November 30, 2023.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

8. [202400403](#) **REPORT**, dated 2/7/2024, submitted Sheryl M. M. Long, City Manager, regarding supplemental report on the Department of Buildings and Inspections code enforcement process and chronic offenders. (Ref. Doc. #202301979).

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: City Manager

9. [202400404](#) **REPORT**, dated 2/7/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for LL Spirits LLC, 739 E. McMillan. (#4973815, New, D5J) [Objections: None]

Recommendation FILE

Sponsors: City Manager

10. [202400405](#) **REPORT**, dated 2/8/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for SETE LLC, DBA Feys Supermarket, 3441 Beekman Street 1st floor. (#8007021, TRFO, C1 C2 D6) [Objections: Yes]

Recommendation FILE

Sponsors: City Manager

11. [202400406](#) **REPORT**, dated 2/7/2024 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Shiva Petroleum LLC, DBA Riverside Shell, 55 Kibby Lane & gas pumps. (#8093989, Stock, C1 C2 D6) [Objections: None]

Recommendation FILE

Sponsors: City Manager

12. [202400408](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AUTHORIZING** the transfer of \$1,875,000 from the General Fund balance sheet reserve account no. 050x3422, "Deferred Appropriations," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$1,875,000 from the unappropriated surplus of General Fund 050 to the City Manager's General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funds for the following Financial Freedom Initiatives: Medical Debt Forgiveness (\$1,500,000) and Child Savings Accounts (\$375,000).

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

13. [202400410](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property in the area generally located at 1048 Considine Avenue in the East Price Hill neighborhood from the SF-2, "Single-family," zoning district to Planned Development District No. 101, "Santa Maria Community Services." (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

Recommendation **EQUITABLE GROWTH & HOUSING COMMITTEE**

Sponsors: City Manager

14. [202400411](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AUTHORIZING** the City Manager to accept and appropriate grant resources of up to \$615,000 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation to the Department of Buildings and Inspections Hazard Abatement Fund non-personnel operating budget account no. 347x212x7600 to reimburse the Department of Buildings and Inspections for building demolition and site revitalization projects; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Hazard Abatement Fund 347 revenue account no. 347x8538.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

15. [202400414](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AMENDING** Ordinance No. 182-2023 to add a schedule of water main and private lead service line branch-only replacement projects to be funded by Water Supply Revolving Loan Account loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority, including the Fairview, Graham, Probasco water main project.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

16. [202400415](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AMENDING** Ordinance No. 181-2023 to add a schedule of water main projects to be funded by Water Supply Revolving Loan Account loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority, including the Fairview, Graham, Probasco water main project.

Recommendation
BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

17. [202400416](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AUTHORIZING** the City Manager to accept donations of in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support City of Cincinnati programming and services.

Recommendation
BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

18. [202400417](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **ESTABLISHING** new capital improvement program project account no. 980x236x242385, "Streetcar Track 5 Extension - OTP2 Grant," to provide resources for additional streetcar vehicle parking; **AUTHORIZING** the City Manager to accept a grant of up to \$975,000 from the Ohio Department of Transportation Ohio Transit Partnership Program ("OTP2") (ALN 20.205) to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system; **AUTHORIZING** the appropriation of up to \$900,000 in OTP2 grant resources to newly established capital improvement program project account no. 980x236x242385, "Streetcar Track 5 Extension - OTP2 Grant"; **AUTHORIZING** the Director of Finance to deposit up to \$900,000 in OTP2 grant resources into capital improvement program project account no. 980x236x242385, "Streetcar Track 5 Extension - OTP2 Grant"; **AUTHORIZING** the appropriation of up to \$75,000 in OTP2 grant resources to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide streetcar preventative maintenance support; **AUTHORIZING** the Director of Finance to deposit up to \$75,000 in OTP2 grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; **AUTHORIZING** the City Manager to accept and appropriate grant resources of up to \$272,136 from the Federal Transit Administration Urbanized Area Formula Funding ("FTA UAFF") program (49 U.S.C. 5307) (ALN 20.507) to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide resources for streetcar preventative maintenance support; **AUTHORIZING** the Director of Finance to deposit up to \$272,136 in FTA UAFF grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these

grant resources.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors:

City Manager

19. [202400418](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AMENDING** Ordinance No. 72-1994, which established Vacant Building Maintenance Fund 347 and identified revenue sources and permissible uses of the fund's resources, as subsequently amended by Ordinance Nos. 294-2007, 273-2012, 102-2017, and 436-2019, which cumulatively changed the name of the fund to Hazard Abatement Fund 347 and expanded the fund's revenue sources and permissible uses, to further expand the permissible revenue sources for Hazard Abatement Fund 347 to include federal, state, local, and private grant resources.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors:

City Manager

20. [202400419](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AUTHORIZING** the City Manager to accept and appropriate a donation of \$70,190 from the Cincinnati Recreation Foundation to fund scholarships for participants enrolled in the Cincinnati Recreation Commission's summer day camp between June 5, 2023, and August 11, 2023; and **AUTHORIZING** the Director of Finance to deposit the donated resources into Recreation Special Activities Fund 323 revenue account no. 323x8571.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors:

City Manager

21. [202400420](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/7/2024, **AUTHORIZING** the establishment of capital improvement program project account nos. 980x162x241603, "Strategic Housing Initiatives Program SHPIF," to provide resources for property acquisition in support of future housing construction, the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units, as well as permanent supportive housing; 980x164x241619, "Wellington Place & Glencoe ROW Improvements," to provide resources for right of way improvements at the former Inwood/Glencoe Village complex; 980x203x242005, "Piatt Park Improvements," to provide resources for improvements to lighting, pavers, water fountains, and other assets necessary to stabilize infrastructure located at Piatt Park; and 980x203x242006, "Sawyer Point Park Gateway," to provide resources to design the restoration of the Sawyer Point Gateway and entrance area and to improve accessibility; **AUTHORIZING** the establishment of permanent improvement project account nos. 758x101x241046, "Conf. Room Furniture, Fixtures, & Equipment," to provide resources for furniture, fixtures, and equipment necessary for technical improvements to conference room space including, but not limited to, Room 115 of City Hall; and

758x239x242353, "Renaissance Lot Adjacent Lighting," to provide resources for the acquisition and installation of lighting adjacent to the Renaissance Parking Lot; **AUTHORIZING** the redirection of the total of \$100,181.03 in Cincinnati Board of Park Commissioners Private Endowment Funds from the various capital improvement program project accounts to the unappropriated surplus of Parks Private Endowment and Donations Fund 430 as follows: \$7,154.83 from 980x203x172010, "Ault Park Improvements"; \$574.03 from 980x203x182014, "Hauck Garden Improvements"; \$6,809.50 from 980x203x182010, "Mt. Airy Forest Improvements"; \$4,868.75 from 980x203x182012, "Mt. Echo Improvements"; and \$80,773.92 from 980x203x182013, "Piatt Park Improvements," to close out or decrease certain existing capital improvement program project accounts; **AUTHORIZING** the redirection of the sum of \$85,040.29 in State of Ohio Capital Budget resources from capital improvement program project account no. 980x203x182019, "Stanbery Park Pavilion - State of Ohio Capital," to capital improvement program project account no. 980x203x202009, "Kyle Plush Pavilion," to close out or decrease capital improvement program project account no. 980x203x182019, "Stanbery Park Pavilion - State of Ohio Capital"; **AUTHORIZING** the transfer and return to source of \$6,582,448.71 from various General Capital Budget capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section A of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$5,586,325.30 from the unappropriated surplus of various General Capital Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section B of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$829,820.53 from the unappropriated surplus of Income Tax Permanent Improvement Fund 758 to new or existing permanent improvement project accounts to provide resources for certain permanent improvement project accounts according to Section C of the attached Schedule of Transfer; **AUTHORIZING** the transfer and return to source of \$1,669,752.39 from various Restricted and Special Revenue Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section D of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$771,955.26 from the unappropriated surplus of various Restricted and Special Revenue Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section E of the attached Schedule of Transfer; **AUTHORIZING** the transfer and return to source Funds 107 and 846 of \$5,778,675.77 from various Restricted Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section F of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$5,572,817.19 from the unappropriated surplus of Restricted Capital Funds 107 and 846 to existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section G of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$17,302.88 from the unappropriated surplus of the General Fund to the Cincinnati Recreation Commission's non-personnel operating budget account

no. 050x199x7300 for equipment needed to facilitate credit card transactions; and further **DECLARING** certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors:

City Manager

CLERK OF COUNCIL

22. [202400424](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Anna Marie Albi/Member of City Council.

Recommendation FILE

Sponsors:

Clerk of Council

23. [202400425](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Laura Veronica-Gloria Castillo/Economic Inclusion/Director.

Recommendation FILE

Sponsors:

Clerk of Council

24. [202400426](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Matthew Stuart Hulme/DOTE/Division Manager.

Recommendation FILE

Sponsors:

Clerk of Council

25. [202400427](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Katherine Erinn Keough-Jurs/Department of City Planning and Engagement/Director.

Recommendation FILE

Sponsors:

Clerk of Council

26. [202400428](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Richard Joseph Merz III/Parks/Division Manager.

Recommendation FILE

Sponsors:

Clerk of Council

27. [202400429](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Anthony Vaughn Searls/GCWW/Commercial Services Superintendent.

Recommendation FILE

Sponsors:

Clerk of Council

28. [202400430](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Morgan Danielle Sutter/Director of Grant Administration & Government Affairs.

Recommendation FILE

Sponsors:

Clerk of Council

29. [202400431](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Angela Jean Wright/City Manager's Office/Chief of Staff.
- Recommendation** FILE
- Sponsors:** Clerk of Council
30. [202400432](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Edward Philip Cunningham/Deputy Director/Buildings & Inspections.
- Recommendation** FILE
- Sponsors:** Clerk of Council
31. [202400435](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Katherine Ott Zehnder, Civil Engineer, 28 Liberty Ship Wau, Suite 2815, Sausalito, CA 94965.
- Recommendation** FILE
- Sponsors:** Clerk of Council
32. [202400436](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Lauren Diaz, Lobbyist, Director of Government Affairs, 41 S. High St, Suite 2400, Columbus, OH 43215. (CINCINNATI & HAMILTON COUNTY PUBLIC LIBRARY).
- Recommendation** FILE
- Sponsors:** Clerk of Council
33. [202400437](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Derrick Clay, Lobbyist, Senior Vice President, 41 S. High St, Suite 2400, Columbus, OH 43215. (CINCINNATI & HAMILTON COUNTY PUBLIC LIBRARY).
- Recommendation** FILE
- Sponsors:** Clerk of Council
34. [202400438](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Meghan Elizabeth Cummings, VP, Civic Advancement, Greater Cincinnati Fdn, 720 East Pete Rose Way, Cincinnati, OH 45202.
- Recommendation** FILE
- Sponsors:** Clerk of Council
35. [202400439](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Holly Bowen Nagel Hankinson, Advocacy Director, Women's Fund of the Greater Cincinnati Fdn., 720 East Pete Rose Way, Cincinnati, OH 45202.
- Recommendation** FILE
- Sponsors:** Clerk of Council
36. [202400440](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from

Legislative Agent Matt Davis, Government Affairs, 225 E 5th Street, Suite 1900, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

37. [202400441](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Colleen Marie Reynolds, Government Affairs, 225 E 5th Street, Suite 1900, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

38. [202400442](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Annalese Marie Cahill, Government Affairs, 225 E 5th Street, Suite 1900, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

39. [202400443](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Alana M. Tucker, Senior Director of Government Affairs, 700 Walnut Street, Suite 450, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

40. [202400444](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent James T. Benefict, Consultant/Vice President, Government Strategies Group, 700 Walnut Street, Suite 450, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

41. [202400445](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Charles H. Gerhardt III, President & CEO, Government Strategies Group, 700 Walnut Street, Suite 450, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

42. [202400446](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent J. Douglas Moormann, Vice President, Government Strategies Group, 700 Walnut Street, Suite 450, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

43. [202400447](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Anne C. Sesler, Director of Public Affairs, Government Strategies Group, 700 Walnut Street, Suite 450, Cincinnati, OH 45202.

Recommendation FILE

Sponsors: Clerk of Council

44. [202400451](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Nicole Ware, Government Relations, 41 S. High Street, Suite 3550, Columbus, OH 43215.
- Recommendation** FILE
- Sponsors:** Clerk of Council
45. [202400452](#) **REGISTRATION (UPDATED)**, submitted by the Clerk of Council from Legislative Agent Zachary McCune, Government Relations, 41 S. High Street, Suite 3550, Columbus, OH 43215.
- Recommendation** FILE
- Sponsors:** Clerk of Council
46. [202400461](#) **MEMO**, submitted by Clerk of Council, from Emily Smart Woerner, City Solicitor, regarding the review of a certified copy of a petition submitted by Margaret Waller to the Clerk of Council on January 22, 2024.
- Recommendation** FILE
- Sponsors:** Clerk of Council

BUDGET AND FINANCE COMMITTEE

47. [202400295](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/24/2024, **AUTHORIZING** the transfer and return to source of \$410,000 from capital improvement program project account no. 980x164x221616, "King Records Building Restoration," to unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$410,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x164x7200 to provide resources for professional services and operating support to allow King Records Legacy, Inc. d/b/a King Records Legacy Foundation to undertake pre-development activities related to the eventual renovation of the former King Records building; and **DECLARING** that the King Records Legacy, Inc. d/b/a King Records Legacy Foundation's pre-development activities related to the eventual renovation of the former King Records building serve a public purpose because the eventual renovation of the former King Records building will foster local improvements and investment and increase neighborhood vitality.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
48. [202400385](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **Authorizing** the payment of \$17,324.59 from the Department of Public Services Street Construction Maintenance and Repair Fund non-personnel operating budget account no. 301x252x6000x7399 to Neenah Foundry Company, pursuant to the attached certificate from the Director of Finance, for outstanding charges for foundry materials used by the Traffic and Road Operations Division to replace stormwater inlet grates in October 2023.

..recommendation
PASS EMERGENCY

Recommendation PASS EMERGENCY

Sponsors: City Manager

49. [202400386](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **Authorizing** the payment of \$90,000 from the Cincinnati Police Department Criminal Activities Forfeiture State Fund non-personnel operating budget account no. 369x227x4010x7299 as a moral obligation to Joy Outdoor Education Center Foundation, Inc. dba Camp Joy, for outstanding charges related to services rendered for two camps, in June 2023 and November 2023, funded by the Cincinnati Police Department Community Preventive Education Grant.

Recommendation PASS EMERGENCY

Sponsors: City Manager

50. [202400383](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to apply for and accept a technical assistance grant valued at up to \$2,500,000 from the Bloomberg Philanthropies American Sustainable Cities Grant program to assist with green workforce development, minority-owned business support, energy poverty reduction via energy efficiency upgrades and community-owned renewable energy projects, and climate resilience adaptations.

Recommendation PASS

Sponsors: City Manager

51. [202400382](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$2,000,000 from the Ohio Department of Development Lead Safe Ohio Program (ALN 21.027) to provide resources to the Cincinnati Health Department to assist with lead-free building certification, screening and testing for lead poisoning, education and outreach, and early intervention for children and families impacted by lead; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Recommendation PASS EMERGENCY

Sponsors: City Manager

52. [202400387](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$96,717.12 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2024 State of Ohio Violent Crime Reduction Grant, to enhance targeted enforcement for the existing Crime Gun Intelligence Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24SVCR.

Recommendation PASS EMERGENCY

Sponsors: City Manager

53. [202400409](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the City Manager to accept an in-kind donation of catering services valued at \$1,104.95 from Union Savings Bank and Guardian Savings Bank to support the homeownership workshop held at the Price Hill Recreation Center on January 27, 2024.
- Recommendation** PASS EMERGENCY
54. [202400412](#) **ORDINANCE (EMERGENCY)** submitted by Vice Mayor Kearney from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the City Manager to accept an in-kind donation of banners valued at \$600 from TriHealth to promote pedestrian safety in the City of Cincinnati.
- Recommendation** PASS EMERGENCY
55. [202400413](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/5/2024, **AUTHORIZING** the City Manager to accept an in-kind donation of radio advertising from Superior Credit Union, valued at approximately \$800, to inform the public of the Mayor's Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
56. [202400421](#) **ORDINANCE (B VERSION) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/5/2024, **PLEDGING** a portion of the City's transient occupancy tax (the "City TOT") to secure obligations of the Port of Greater Cincinnati Development Authority (the "Port Authority") to be issued to refinance existing obligations and to finance the costs to renovate, expand, improve, and develop the City-owned Duke Energy Convention Center and related properties; **ESTABLISHING** the priority of the City's pledge of the City TOT relative to other authorized pledges and uses of the City TOT; and **AUTHORIZING** the City Manager to enter into and execute a Cooperative Agreement with Hamilton County, Ohio (the "County"), the Port Authority, and, for limited purposes, the Convention Facilities Authority for Hamilton County, Ohio (the "CFA"), and the Greater Cincinnati Convention and Visitors Bureau, Inc. (the "GCCVB"); and a Residual TOT Fund Cooperative Agreement with the County, and, for limited purposes, the CFA and the GCCVB; and authorizing and approving related matters.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
57. [202400397](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF NOT TO EXCEED \$23,000,000 OF ECONOMIC DEVELOPMENT REVENUE BONDS (CONVENTION CENTER RENOVATION URBAN RENEWAL PROJECT), OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF PROVIDING FUNDS FOR THE IMPROVEMENT OF THE DUKE ENERGY CONVENTION CENTER AND ADJACENT PROPERTIES; AUTHORIZING A PLEDGE AND LIEN ON CERTAIN REVENUES**

AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.

Recommendation PASS EMERGENCY

Sponsors: City Manager

58. [202400398](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to execute a Development Agreement with 3CDC Development Manager LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the major renovation and expansion of the City-owned property known as Duke Energy Convention Center (the "DECC"), and other adjacent properties, all in the Central Business District; **ESTABLISHING** new capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to provide resources for improvements to the DECC and other adjacent properties; **AUTHORIZING** the transfer and appropriation of \$23,000,000 from the unappropriated surplus of Urban Renewal - Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to provide resources for the improvements to the DECC and other adjacent properties as required by the Development Agreement between the City of Cincinnati, 3CDC Development Manager LLC, and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio; and **DECLARING** this capital improvement project an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725.

Recommendation PASS EMERGENCY

Sponsors: City Manager

59. [202400388](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to execute a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-718Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the City of Springdale, Hamilton County, Ohio.

Recommendation PASS

Sponsors: City Manager

60. [202400389](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to execute a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-710Q to release and quitclaim a portion of a public utility easement held by the City of

Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the City of Springdale, Hamilton County, Ohio.

Recommendation PASS

Sponsors: City Manager

61. [202400390](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **AUTHORIZING** the City Manager to execute a plat entitled Water Main Easement Vacation Plat E1107-Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the J. Eggleston Military Survey No. 609, Anderson Township, Hamilton County, Ohio.

Recommendation PASS

Sponsors: City Manager

62. [202400394](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 1/31/2024, **ACCEPTING AND CONFIRMING** the grant of a public utility easements in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled Watermain Easement Dedication Plat, WSL #3688, E1096, Rybolt Run Subdivision, as recorded in Plat Book 492, Page 37, Hamilton County, Ohio Recorder's Office.

Recommendation PASS

Sponsors: City Manager

SUPPLEMENTAL ITEMS

PUBLIC SAFETY & GOVERNANCE COMMITTEE

63. [202400381](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Owens, from Emily Smart Woerner, **ADOPTING** a Council Code of Conduct pursuant to Section 101-45, "Code of Conduct," of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

Recommendation PASS EMERGENCY

Sponsors: Owens

HEALTHY NEIGHBORHOODS COMMITTEE

64. [202400118](#) **MOTION**, submitted by Vice Mayor Kearney and Councilmember Johnson, **WE MOVE** that City Council establish a Childcare Task Force to report to the Healthy Neighborhoods Committee. **WE FURTHER** suggest that the City Manager appoint Liz Keating as the Chair of the Childcare Task Force after her term on Council has expired. **WE FURTHER MOVE** that the Chair of the Childcare Taskforce recommend members to the City Manager for appointment to the taskforce, and for City Council's confirmation.

Recommendation ADOPT

Sponsors: Kearney and Johnson

ANNOUNCEMENTS

Adjournment



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202400448

Feb 2024

REAPPOINTMENT

I hereby reappoint Karlyn K. Wade-Richardson to the Human Services Advisory Committee for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL

City of Cincinnati, Office of the Mayor

202400450

Feb 2024

APPOINTMENT

I hereby appoint Key Beck to the Cincinnati Accessibility Board of Advisors for a term of two years expiring on December 31, 2025. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval

Key Christian Beck

CURRENT WORK HISTORY

PREVENTION OUTREACH SPECIALIST, EQUITAS HEALTH

CINCINNATI, OHIO – 2021 - PRESENT

Organize and and Recruit individuals for focus groups concerning access to care. **Develop and Maintain** mutual beneficial partnerships with external and internal partners and departments. **Manage and Report** the progress of outreach programming and events. **Create and Manage** community events for the agency and community partners. **Establish** formalized partnerships resulting in MOUs.

TRAINING SPECIALIST, SAFE AND SUPPORTED

CINCINNATI, OHIO – 2018 - 2021

Deliver evidence-based, cultural competency training for youth-serving organizations and youth adjacent community agencies. **Develop** innovative, culturally-relevant training and statewide curriculums around marginalized identities. **Manage and Report** the progress of Safe and Supported programming and training curriculums. **Create** framework and **Manage** progress of the Technical Assistance program working interpersonally with organizations and their teams.

PREVENTION SPECIALIST, WOMEN HELPING WOMEN

CINCINNATI, OHIO – 2017 - 2018

Deliver evidence-based dating violence curriculum to K-12 classrooms and community groups. **Recruit, Coordinate and Facilitate** the Coaching Boys Into Men program for male high school athletes and their coaches. **Manage and Report** the agencies social media accounts. **Develop** innovative, culturally-relevant training curriculums.

STREET VIBES LAYOUT EDITOR, CINCINNATI HOMELESS COALITION

, CINCINNATI, OHIO – 2016 - PRESENT

Design and Deliver professional and attractive layout for bi-weekly paper. **Planning** the overall look of the publication, including the cover, sections and individual articles. **Connect** ideas with photos and text for external audiences.

MOVING THE MARGINS TRAINER, SAFE AND SUPPORTED

CINCINNATI, OHIO – 2016- 2018

Experienced Facilitator presenting Moving the Margins curriculum to homeless shelters, transitional/permanent-supportive housing and youth-serving organizations. **Empathy-minded Trainer** specializing in issues of sexual orientation and gender, conflict resolution, and competency trainings.

INTEGRATIVE COMMUNICATIONS AND GRANTS ASSOCIATE, STRIVETOGETHER
CINCINNATI, OHIO – 2013-2014

Designed and managed digital blog projects and publications calendar resulting in national publication exposure in the Harvard Business Review, Forbes, and Expanded Schools by TASC. **Created systems** growing social media presence on Twitter (85%) and Facebook (100%) to assert the organization as a thought leader. **Project Managed** National Convening and **Engaged** of over 700 network members.

VICE PRESIDENT, GRADUATE STUDENT GOVERNANCE ASSOC., UNIVERSITY OF
CINCINNATI, OHIO – 2010-2013

Established key decisions regarding campus policies including the University of Cincinnati Diversity Plan by serving on the President's Diversity Council. **Engaged** 10,000 additional non-financial students through programs and presentations to help facilitate and introduce university programs and **Organized and facilitated** quarterly workshops and monthly meetings, which resulted in 25% increased student engagement. **Trained** student leaders in areas of needed competencies.

YOUTH PROGRAMS AND OUTREACH ASSOCIATE, CINCINNATI HUMAN RELATIONS
COMMISSION, CINCINNATI, OHIO – 2009-2010

Coordinated and facilitated the Summer Youth Employment Program graduating 40 youth and increasing volunteerism while attracting external partners such as Cincinnati State Tech and the Cincinnati Zoo. **Developed and managed** internal and external communications by producing accurate and easily accessible monthly and grant reports. **Implemented** targeted outreach services at local events and partner sites, which engaged key stakeholders and significantly increased at-risk community participation. **Established** a visual/verbal presence by monitoring and participating in media engagements including television and radio interviews with local news outlets and W.A.I.F Radio Station to introduce services and youth career opportunities.

EDUCATION

UNIVERSITY OF CINCINNATI, CINCINNATI, OHIO – B.A. OF ARTS, FRENCH
LANGUAGE AND LITERATURE, 2007, FRENCH BUSINESS CERTIFICATE, 2007

UNIVERSITY OF CINCINNATI, CINCINNATI, OHIO – M.A. OF ARTS,
ANTHROPOLOGY, 2013

AWARDS, HONORS, AND CERTIFICATIONS

LGBTQ+ LEADERSHIP AWARD, OHIO DIVERSITY COUNCIL, 2020
FEATURED IN CINCINNATI MAGAZINE PRIDE EDITION, 2020
MOVING THE MARGINS TRAINING CERTIFICATION (LAMDA LEGAL), 2016
SAFE ZONE TRAINED (UNIVERSITY OF CINCINNATI), 2014/2015
GRADUATE STUDENT OF THE YEAR, 2013
OUTSTANDING CONTRIBUTION TO THE CINCINNATI HUMAN RELATIONS
COMMISSION SUMMER YOUTH EMPLOYMENT PROGRAM, 2010
LE PREMIÈRE LECTEUR, LYCÉE CESSON-SEVIGNÉ, 2006

VOLUNTEER EXPERIENCE

HUMAN RESOURCE ASSISTANCE, THE BECK HOME - 12 YEARS
SPEAKER/FACILITATOR, CINCINNATI HOMELESS COALITION - 4 YEARS
FACILITATOR AND MENTOR, UNIVERSITY OF CINCINNATI - 6 YEARS
YOUTH MENTOR AND FACILITATOR, FUTURE LEADERS OF O.T.R., AND UNIVERSITY
OF CINCINNATI

February 7, 2024

To: Mayor and Members of Council

202400372

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Urban Forestry Advisory Board: Berteena Rollins

The City Manager hereby recommends the appointment of Berteena Rollins, to the Urban Forestry Advisory Board under the “business representative” qualifications. Ms. Rollins’ resume is attached for your consideration.

Berteena Rollins’ appointment will be for a term of four years from the day of approval by the Council.

Attachment

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

BERTEENA INEZ ROLLINS



Profile Summary

Customer-centric focused individual with excellent verbal, written, interpersonal communication, research and analytical skills. Results oriented with progressive thought process ensuring customer satisfaction with a focus on supreme performance.

PROFESSIONAL EXPERIENCE

Assurant Specialty Property Springfield, Ohio

Sr. Complaint Specialist

2022 to present

- Log and triage compliant calls to find root causes of customers complaints.
- Review history of the loan creating a timeline to identify missed opportunities and errors by the client and Assurant.
- Partner with business units to determine if a procedure needs to be changed to better serve the client, Assurant or customer.
- Closing the loop of customer complaints by making call outs to insurance companies, agents or customers.
- Finding errors and additional opportunities to provide feedback for front end representatives.

Click to Chat

2021 to 2022

- Receive live chats from insurance agents via website mycoverinfo.com.
- Resolve issues by updating loan with policy information, disbursing payments, addressing additional questions and providing procedures requirements.
- Trained for all clients using chat feature, and new team mates on processing chats.
- Taking all necessary steps for a on chat resolution.

Customer Care Specialist Multi-Call

2019 to 2021

- Triage loans when three or more calls have been received from customers or agents.
- Verify why issue could not be resolved on the first call via errors by representative, Assurant processor or agent/carrier.
- Resolves incomplete issues to minimize customer escalations.
- Provide recommendations for representative or procedure changes.

Resolution Specialist

2016 to 2019

- Receive escalated call for hazard and property loss.
- Assist customer, agents, and contractors with processing claims.
- Lead team weekly meetings to provide feedback of procedure updates.
- Assist with answering questions in the team chat.
- Review payments being issued for accuracy and corrected when needed.
- Research complaints disposition errors to provide feedback and training.
- Petition client to approve claim funds on behalf of customers and contractors.

BERTEENA INEZ ROLLINS



Customer Care Specialist

2014 to 2016

- Primary point of contact for inbound calls from customers and agents.
- Update policy information, issued premium payments, advised of dwelling coverage requirements, made call outs when needed.
- Review payments being issued for accuracy and corrected when needed.
- Conducted and trained during weekly lead team meeting.

EDUCATION

Cuyahoga Community College

- Associate in Applied Science, Major in Landscape Horticulture

The Ohio State University

- Bachelor of Science, Major in Landscape Horticulture, Minor in Ag-Business
- Studied Abroad in Manchester, England

Volunteer

Dress for Success Columbus and Cincinnati

Red Cross Columbus

Finalist for 2016 Adecco to Train with a CEO for a Month

Assurant-Springfield Founding Toastmaster Member

Jeannette Rankin Foundation

February 7, 2024

To: Mayor and Members of Council

202400373

From: Sheryl M.M. Long, City Manager

Subject: Appointment to the Urban Forestry Advisory Board: Crystal Russell

The City Manager hereby recommends the appointment of Crystal Russell, to the Urban Forestry Advisory Board under the “community at large” qualifications. Ms. Russell’s resume is attached for your consideration.

Crystal Russell’s appointment will be for a term of four years from the day of approval by the Council.

Attachment

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

Crystal Russell



Objective

To be a part of a team where my abilities, training, and experience can be a significant factor in a company's growth and development goals.

Skills

- Microsoft Office Proficient
- ACS Software
- Computer Proficient, spreadsheets, presentations
- People Soft
- General Office Practices
- Customer Service

Experience

Community Outreach Coordinator - Ennis Taft Ministries 2019 - Present

Plan, direct & coordinate community activities to create a favorable public image and provide issue awareness for community, clients and organizations. Maintain funds for special and nonprofit organizations. Coordinating events for community outreach programs.

Childcare Teacher 3/2014 - 2019 - Robert "Sonny" Hill Child Development Center, Middletown, OH.

Job description: Preparation of meals according to USDA guidelines, Curriculum coordinator, research and prep of lesson plans, floater

Group Leader 10/2010 – 3/2011 Urban League of Greater Cincinnati, Cincinnati, OH.

Duties included: Accountable for the overall planning, development and management of the assigned groups.

Administrative Assistant 9/2007 – 3/2011 – Project Nehemiah, Cincinnati, Ohio

Duties Included: Scheduling, correspondence, customer service & reporting.

Education

Roger Bacon High School
Beauty Schools of America
University of Phoenix
Cincinnati Urban League:

Cincinnati, OH Diploma 6/1998
Miami, FL Esthetics 4/2006
Cincinnati, OH Human Services Certificate
Cincinnati, OH Call Center Training 9/2008

References Available upon request

Date: January 31, 2024

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

202400395

FINAL RECOMMENDATION REPORT

OBJECTIONS: Building and Inspections

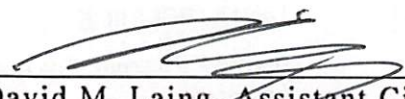
This is a report on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for the following:

APPLICATION: 2530349
PERMIT TYPE: NEW
CLASS: C1 C2
NAME: ETC PRODUCE WALNUT HILLS LLC
DBA: NONE
954 MC MILLAN AVE
CINCINNATI, OH 45206

On January 3, 2024, Walnut Hills Area Council was notified of this application and do not object.



Police Department Approval



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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: March 1, 2024

Date Filed at Vice: 1/3/24

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

Renewal
New ☒ X
Transfer
Location
Ownership
Stock

District: 2
Application No: 2530349

APPLICANT ETC PRODUCE WALNUT
DBA HILLS LLC TRANSFER FROM
PERMIT LOCATION NONE LISTED DBA
PERMIT TYPE 954 MCMILLAN AVE PERMIT LOCATION
C1 C2 PERMIT #

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

1. Name ESTEVAN CHAVEZ

Office Held
Social Security No. 298-86-7886
CTLNO: 2162580
DOB 5/5/81

Address 477 BEAR CREEK RD
Telephone No. FELICITY, OH 45120
513-497-8673

2. Name TONCIA CHRISTINA CHAVEZ

Office Held
Social Security No. 602-42-4481
CTLNO: NONE
DOB 11/21/84

Address 477 BEAR CREEK RD
Telephone No. FELICITY, OH 45120
502-386-1279

3. Name

Office Held
Social Security No.
CTLNO:
DOB
Address
Telephone No.

4. Name

Office Held
Social Security No.
CTLNO:
DOB
Address
Telephone No.

Criminal Records Check:

Local ☒ BCI & III ☒

Record ☒ If Record, See Attached
No Record

Checked by: J. ESPITIA

RECOMMENDATIONS

No Objection ☒ Objection, see attached form 17 for Summary

SIGNATURE [Signature] C40 SIGNATURE

District Commander 1-12-24 Date

SIGNATURE [Signature] LTC4 1/25/24

Police Department Approval Date

Central Vice Control Sect. Commander Date



Date: January 12, 2024
 To: Colonel Teresa A. Theetge, Police Chief
 From: PO Perry Locke, District Two Neighborhood Liaison Unit
 Copies to:
 Subject: **RENEWAL, TRANSFER OR ISSUANCE OF LIQUOR LICENSES**

PATROL BUREAU MEMO #: 24-005

DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE: District Two

PERMIT #: None

TYPE OF PERMIT APPLIED FOR: New

PERMIT NAME & ADDRESS:

Name:	ETC Produce Walnut Hills LLC
Address:	954 E McMillan St CINCINNATI OH 45206

APPLICANTS NAME(S): STEPHANIE WEBSTER

INSPECTION / INVESTIGATION INFORMATION:

Officer:	Perry Locke
Date:	1/12/2024
Findings:	None

COMMUNITY COUNCIL NOTIFIED:

Name 1:	Date:	Notified by: phone
Phone:	E-mail:	
Name 2:	Date:	Notified by: (select from menu)
Phone:	E-mail:	

DISPOSITION OF THE COMMUNITY COUNCIL:

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

DISPOSITION OF THE DISTRICT:

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

REASON FOR OBJECTION:

Business is currently under construction.

PEL

PEL

JSS SAC

CHAPT. 112.24

*No objection
- m6/ltcu
1/25/24*

City of Cincinnati



November 17, 2023

To: Teresa Theetge, Interim Police Chief
From: Eugene Lackey, Division Manager, Permits & Inspections
Submit: 954 McMillan Ave - Liquor License Application

Investigations discloses that the Liquor License be DISAPPROVED


Retail alcohol sales in proposed grocery store requires Conditional Use approval in a zoning hearing
Permit 2023P07960 - not approved

The above location meets building and zoning requirements, and the application is approved from those standpoints.

Application No: 2530349

Permit Type: NEW C1 C2

Name: ETC PRODUCE WALNUT HILLS LLC
954 McMillan Ave
Cincinnati, Ohio 4520


Eugene Lackey
Division Manager
Department of Buildings & Inspections

EL/tjl



January 17, 2024

ETC PRODUCE WALNUT HILLS LLC
954 McMillan Ave
Cincinnati, Ohio 4520

Dear Applicant:

This Department was recently required to recommend approval or disapproval of your Liquor License Application at 954 McMillan Ave

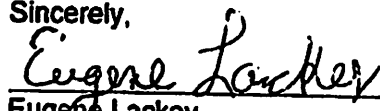
Investigation discloses that the application is DISAPPROVED.

**Retail alcohol sales in proposed grocery store requires Conditional Use approval in a zoning hearing
Permit 2023P07960 - not approved**

A copy of this correspondence is being sent this date to the Police Department apprising them of these requirements.

If you need additional information regarding this matter, please contact the building Inspector, David Finke at 513-615-8337 Monday thru Friday

Sincerely,


Eugene Lackey
Division Manager
Department of Buildings and Inspections

EL/tjl



Address: 954 McMillan Ave
 No: 2377
 Date: 1/5/24
 Due Date: 1/19/24
 Inspector: David Finke
 License Type: LIQUOR

ZONING				
Zoning	T5MS			
Permitted	Limited	Limitations	Legal Non-Conforming	Additional Notes
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Retail alcohol sales in proposed grocery store requires Conditional Use approval in a zoning hearing
INSPECTIONS				
PMCE Orders	Order #	Type of Construction	Accessed Property?	Called owner for entry?
Yes <input type="checkbox"/> No <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Area Dimensions Length: _____ Width: _____ Area: _____ sq. ft.				
Last Approved or Permitted Use		Other Uses in the Building:		Prior Use of Area:
Story of Proposed Use:				
INSPECTIONS				
Type of Construction	Number of Exits		Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/>	
Electric	Hardware	Sanitary Facilities	HVAC	Exit Signs Emergency Lighting
Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> N/A <input type="checkbox"/>	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> N/A <input type="checkbox"/>	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> N/A <input type="checkbox"/>	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> N/A <input type="checkbox"/>	Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> N/A <input type="checkbox"/>
Sprinklers	Fire Alarms		Plans Required	Orders being Written?
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Parking # of parking spaces	Cabaret Area devoted to (exclude service, mechanical and bath areas)			
Theater # of seats	Dancing (a)	Entertainment (b)	Patron Seating (c)	
Describe all unacceptable conditions identified: NO APPROVED PERMIT SEE E-2 TRAIL RECORD				

Sheldon, Henry
 Zoning Reviewed by
 DAVID FINKE
 Inspected By
 Greg Wiles
 Inspecting Supervisor

01/11/2024
 Date
 1/12/24
 Date
 1/16/24
 Date

☐ APPROVED
☒ DISAPPROVED

PERMIT # IN ROUTE 202307960

Finke, David

From: Letcher, Teia
Sent: Thursday, January 11, 2024 5:23 PM
To: Finke, David
Cc: Wiles, Greg
Subject: FW: REVISED 2377-954 McMillan Ave-LIQUOR
Attachments: 2377-954 McMillan Ave-LIQUOR.pdf

Sorry, it was revised to DISAPPROVED. Please see zoning response below



Teia J. Letcher

Division Manager
City of Cincinnati Buildings & Inspections Department
805 Central Avenue, Suite 500
Cincinnati, Ohio 45202
W-513-352-2379 | F-513-352-2579 | C-513-926-1374
teia.lecher@cincinnati-oh.gov
www.cincinnati-oh.gov

"Your attitude determines your altitude - Don't be afraid to give your best to what seemingly are small jobs. Doing little things well is a step towards being trusted to do bigger and more important jobs." - Friar Telly, II

From: Sheldon, Henry <henry.sheldon@cincinnati-oh.gov>
Sent: Thursday, January 11, 2024 10:04 AM
To: Letcher, Teia <Teia.Letcher@cincinnati-oh.gov>
Cc: Zoning Info <zoninginfo@cincinnati-oh.gov>
Subject: REVISED 2377-954 McMillan Ave-LIQUOR

Teia & Emily,

I have attached the revised Liquor License application.

The TSMS Form-Based Code zoning transect requires a Use Permit (Conditional Use approval) for General Retail sales of alcohol in the proposed new grocery store.

Courtney Zunis, the design professional with Platte Design that is the project lead for the grocery store project, has an adjudication letter from me, has discussed the zoning hearing process with me, and is preparing an application for the zoning relief.

I have left a voice message for the contact person for the liquor application, Estevan Chavez, explaining the situation and providing contact information for me and Ms. Zunis.

Thanks,

Tre



- [ezTrak Home](#)
- [Review Records](#)
- [Contractors»](#)
- [Pay Online»](#)
- [ezLinks»](#)
- [Apply-Permits»](#)
- [Sign In](#)
- [ezTrak Registration](#)

ezTrak Record Details

Detailed Information for Project/Case#:2023P07960 at 954 E Mcmillan st, Cinc

Please select the relevant tab below to view more information.

THIS PERMIT IS NOT READY FOR ISSUANCE

- [General Information](#)
- [Approvals](#)
- [Inspections](#)

Approvals:

Please click a heading below to display more detailed information.

Building Dept Plan Review - Not Approved (Required) ⓘ

Building Dept Zoning Review - Not Approved (Required) ⓘ

Health Dept Environmental Serv Review - Not Approved (Required) ⓘ

MSD Eng-Building Permit Review - Not Approved (Required) ⓘ

Contractor Registration (This approval is reviewed upon the completion of all other required approvals) - Not Approved (Required) ⓘ

BPE - Adding Inspectns NA - Task Not Completed (Optional)

BPE-Additional Inspections Req - Task Not Completed (Optional)

Engineering Changes - None Submitted (Optional)

Plans Scanned - Task Complete (Optional)

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PLATTE

ARCHITECTURE + DESIGN

1810 CAMPBELL STREET
SUITE 300
CINCINNATI, OH 45202

WWW.PLATTEDESIGN.COM
T: 513.871.1850
F: 513.871.1829

10/25/2023

John Schueler
Senior Building Plans Examiner
City of Cincinnati Buildings & Inspections
805 Central Ave Suite 500
Cincinnati, OH 45202

Re: Response to Permit Comments
954 E McMillan St, 2023P07980

Dear John Schueler:

Thank you for reviewing the submitted plans and applications for the project located at 954 E McMillan St. Below are our responses to each building comment in *blue*.

1. OBC 3404.1 and OBC 106.1.1 - Clarify or provide the following information:
 - a. Provide cut-sheet/technical data for all proposed heat generating cooking appliances. Information shall include the manufacturer, model numbers, size of appliance and minimum clearances. Include data for the proposed electric oven.
Cut sheets are included with this revision.
 - b. An HVAC permit application was not provided with this submittal. Please clarify what mechanical work is scheduled to be completed under this phase of construction.
An application is included with this revision.
2. OBC 1005.2 - Identify all door sizes and verify that the minimum width meet the minimum required for the new use and occupant load.
A door schedule has been added on A1.10.
3. OBC 1010.1.9 - Egress door shall be readily openable from the egress side without the use of a key, special knowledge or effort. Identify all doors, existing and proposed and specify their door hardware and egress functions (locking/unlocking).
A door schedule has been added on A1.10.
4. OBC 2603.3 - Provide cut-sheet/technical data for the proposed walk-in cooler/freezer that identifies the construction of the wall, floor and ceiling panels and their surface burning characteristics (flame-spread and smoke-development index).
Cut sheets are included with this revision.
5. OMC 507.2 and/or 507.3 - Open conveyer ovens shall be located beneath a Type I exhaust hood. Enclosed ovens at minimum, shall be located beneath Type II exhaust hood.
No conveyor ovens are included in this scope. The electric baking oven has an attached hood - cut sheets are included with this revision.
6. OMC 507.2.6 - All wall and ceiling construction within 18" of the proposed Type I kitchen hood shall be of non-combustible construction. This includes gypsum wall board.
Stainless steel cladding will be installed, a note has been added on A1.30.

Sincerely,

Courtney Zunis
Architect
courtney@plattedesign.com
(513)871-1850 x 1015

January 05, 2024



SUBJECT: Plan No.: 2023P07960 **Location:** 954 E MCMILLAN ST
Request: Commercial Alteration
Zoning District: T5MS

COURTNEY ZUNIS
1810 CAMPBELL ST SUITE 300
CINCINNATI OH 45202

Dear COURTNEY ZUNIS

I have received and reviewed the subject project for compliance with the Zoning Code of the City of Cincinnati, and it is being delayed for the following reason(s):

Per Sec. 1703-2.80(1), General Retail with alcoholic beverage sales requires Conditional Use approval from the Zoning Hearing Examiner. If the proposed grocery will sell alcohol, you will require zoning relief.

The Zoning Code is Title XIV of the Cincinnati Municipal Code. The Municipal Code can be accessed through a link on the City website at <https://www.cincinnati-oh.gov/council/references-resources/municipal-code>.

You may obtain a Zoning Hearing Application Form with instructions on the City website at <http://www.cincinnati-oh.gov/buildings/hearings-appeals/zoning-hearing-examiner/>. If you have any questions with regards to the submission of your Zoning Hearing application and documentation, please contact me.

Please submit your clarifications and/or corrections utilizing the same format as the initial submission.

- If submitted via paper, you must submit four (4) sets of revised paper plans, at Buildings and Inspections 805 Central Avenue, Suite 500
- If submitted digitally, you must submit a disc containing the revisions and two (2) sets of revised paper plans, at Buildings and Inspections 805 Central Avenue, Suite 500
- If submitted electronically, you must send an email to ccpbpermitcenter@cincinnati-oh.gov requesting a link to upload revised plans

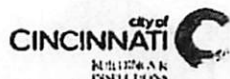
I will be happy to assist you with any Zoning questions or concerns you may have. Please call me at (513) 352-2422 with questions or to make an appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "H Sheldon".

Henry Sheldon
Zoning Plans Examiner
(513) 352-2422

*Check the status of your permit via the web by using the following link:
<http://cagis.hamilton-co.org/opal/apd.aspx?QSPerm=2023P07960>



BUILDING PERMIT APPLICATION

For Office Use Only	Digital <input type="checkbox"/>	Building Permit No: 23-7960
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Part A - Identification

Project Address 954 E McMillan St		Tenant/Floor/Suite/Unit/Lot Suite A	
Owner Information as Listed with HC Auditor		Contractor Information (REQUIRED)	
Name	Paramount Launch LLC	Name	Model Construction
Address	1826 Race Street	Address	1826 Race Street
Contact Phone	(513) 559-0048	Contact Phone	(513) 559-0048
Primary Contact on Project (REQUIRED)			
Name	Courtney Zunis (Platte Design)	Contact Phone	(513) 871-1850x1015
Address	1810 Campbell St Suite 300	Contact Fax	
		Email Address	courtney@plattedesign.com

Part B - Primary Use of the Main Building on Property (Select from the following Uses only) (See Use Guide for Details)

Current Use	Use Group	# Dwell Units	ASSEMBLY A-1 A-2 A-3 A-4 A-5	BUSINESS B	EDUCATION E	FACTORY F-1 F-2
Assembly (whitebox)	A-2	0				
Proposed Use	Use Group	# Dwell Units	HIGH HAZARD H-1 H-2 H-3 H-4 H-5	INSTITUTIONAL I-1 I-2 I-3 I-4	MERCANTILE M	VACANT LAND VAC
Mercantile	M	0	RESIDENTIAL 123 Fam R-1 R-2 R-3 R-4	STORAGE S-1 S-2	UTILITY U	

Part C - Description of Scope of Work & Costs:

Describe the proposed work in detail: Interior renovation of existing whitebox tenant space in the Paramount Launch development. Tenant space is the west half of the first floor. Proposed tenant is a grocery store.			Fair Market Value of Labor & Materials for this Application (Do not include cost of electrical or any work covered by a separate application) \$ 200000		
New Building <input type="checkbox"/>	Addition <input type="checkbox"/>	Square Footage of the building or area of work? 3324 sf	Is it a Change of Use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Alteration <input checked="" type="checkbox"/>	Repair <input type="checkbox"/>		Is it a Historic Bldg? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Deck/Porch <input type="checkbox"/>	Fence <input type="checkbox"/> Tent <input type="checkbox"/>		If Temporary Structure Start Date _____ End Date _____		
Certificate of Occupancy/Use <input type="checkbox"/>			Square Footage of work area? _____		Associated Building Permit# _____
Alarm <input type="checkbox"/>	New <input type="checkbox"/>		Sprinkler/Suppression <input type="checkbox"/>		Modify Existing <input type="checkbox"/>
Quantity of Excavation _____ C.Y.		Disposal Site _____	Quantity of Fill _____ C.Y.		Borrow Site _____
Length _____	Avg Height _____	Max Height _____	Type of Illumination? _____	Ground Sign Yes <input type="checkbox"/> No <input type="checkbox"/>	Does copy pertain to business conducted on property? Yes <input type="checkbox"/> No <input type="checkbox"/>
Length _____	Width _____	# of Stories _____	Depth of Basement _____	Please describe type of permit _____	
Vacant Building Maintenance License <input type="checkbox"/>	Certificate of Inspection <input type="checkbox"/>	Total # of Sheets in one set of drawings (Including Specifications) 30	Is there a Notice of Violation or Adjudication Order? Yes <input type="checkbox"/> No <input type="checkbox"/>		
			Violation Number: _____		

Part D - Authorizations

The owner or agent of this building and the undersigned do hereby certify that the information and statements given on this application, drawings and inspections are true and correct to the best of their knowledge. The undersigned further certifies their authorization to grant consent and does hereby grant consent to the inspection of the described premises at any time when work on those premises is ongoing by employees of the City of Cincinnati.

Applicant's Signature <i>Courtney Zunis</i>	Date 8/29/23
FOR OFFICE USE ONLY	Inspector's Notes <i>[Signature]</i>
	Application Exp Date _____
	Permit Exp Date _____

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3188

2530349			NEW	ETC PRODUCE WALNUT HILLS LLC	
PERMIT NUMBER			TYPE	954 MCMILLAN AVE	
ISSUE DATE			CINCINNATI OH 45206		
12	19	2023			
FILING DATE					
C1 C2					
PERMIT CLASSES					
31	066	A	E01918		
TAX DISTRICT			RECEIPT NO.		

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



TRANSACTION & NUMBER

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

City of Cincinnati

Council



Melissa Autry, CMC
Clerk of Council

Office of the Clerk

January 3, 2024

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

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

Dear Ohio Division of Liquor Control:

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

Application No.: 2530349
Permit Type: NEW C1 C2
Name: ETC PRODUCE WALNUT HILLS LLC
954 MCMILLAN AVE
CINCINNATI, OHIO 45206

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

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

Thank you for your prompt attention.

Sincerely,

Melissa Autry, CMC
Clerk of Council

City of Cincinnati

Council



Melissa Autry, CMC
Clerk of Council

Office of the Clerk

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

For City Bulletin

Liquor Permit Application

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

Application No.: 2530349
Permit Type: NEW C1 C2
Name: ETC PRODUCE WALNUT HILLS LLC
954 MCMILLAN AVE
CINCINNATI OH 45206

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

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

01/03/24

MELISSA AUTRY, CMC Clerk of Council

The last day for the State to receive an objection is

02/02/24

Date: February 7, 2024

To: Mayor and Members of City Council

202400400

From: Sheryl M. M. Long, City Manager

Subject: **Liquor License – Transfer of Ownership and Location**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 8199855
PERMIT TYPE: TFOL
CLASS: D2 D2X D3 D3A D6
NAME: 6ENTERPRISES LLC
DBA: NONE LISTED
1535 MADISON RD
CINCINNATI, OH 45206

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

On January 9, 2024 the East Walnut Hills Assembly was notified of this application and do not object.

Police Department Approval

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

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

February 7, 2024

To: Mayor and Members of City Council

202400401

From: Sheryl M. M. Long, City Manager

Subject: Finance and Budget Monitoring Report for the Period Ending November 30, 2023

The purpose of this report is to provide the City Council with the status of the City's Fiscal Year (FY) 2024 financial and operating budget conditions as of November 30, 2023, to note any significant variances, identify potential budget issues, and provide recommendations. The report is divided into two sections: revenues and expenditures. Various supplemental reports are attached to reflect forecasted revenue, actual revenue, expenditures, and commitments through November 30, 2023.

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

1. General Fund revenues are greater than projected by \$9.6 million through the end of November. However, this report highlights increased potential expenditure needs in the amount of \$6.4 million.
2. Overtime in the Cincinnati Fire Department (CFD) and the Cincinnati Police Department (CPD) is currently outpacing the budget. In CFD, the increased overtime is primarily driven by the increased attrition experienced over the past several years. The department is required to use overtime to backfill the vacant positions. The graduation of Recruit Class #121 is expected to reduce overtime usage starting in late fall 2023. If overtime trends do not curtail, the CFD projects a need of up to \$2.7 million by fiscal year end due to increased overtime. In CPD, the increased overtime is primarily due to Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events such as Oktoberfest Zinzinnati, FC Cincinnati soccer games, and Cincinnati Bengals home football games. If overtime trends do not curtail, CPD projects a need of up to \$2.8 million by fiscal year end due to increased overtime. Due to the seasonality of these events, overtime is expected to reduce in the second half of the fiscal year.
3. The Approved FY 2024 Budget includes a 2.0% wage increase for sworn International Association of Fire Fighters (IAFF) employees and sworn

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

4. The Parking Meter Fund continues to face a structural imbalance with expenditures budgeted to exceed revenues. The City Administration is currently exploring opportunities for revenue enhancements and expense efficiencies, which may improve the fund's outlook. The fund will be monitored closely to ensure a positive fund balance is maintained.
5. The lasting impacts of the COVID-19 pandemic continue to impact supply chains. While fleet acquisition has improved over the last year, it still has not returned to pre-pandemic levels due to the shortage of vehicle parts and semiconductor chips. Fleet repairs continue to be difficult and more expensive in certain cases. Compounded with the delays in acquisition, Fleet Services may experience increased repair costs as older vehicles will remain in service for a longer than anticipated period. These issues will be monitored closely for budgetary and operational impacts.

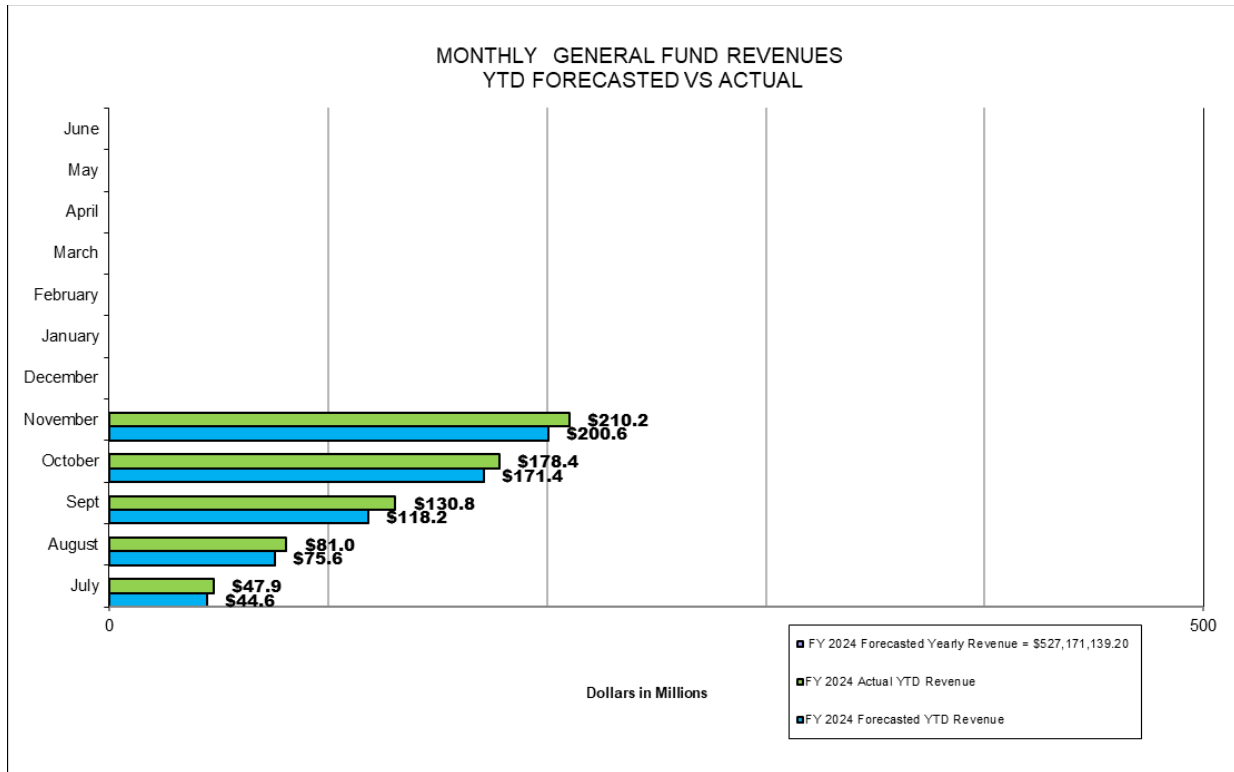
REVENUE

The following report provides an update on the City of Cincinnati's financial condition as of the month ending November 30, 2023. Variances are based on current year estimates and prior year activity in attached schedules.

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

I. GENERAL FUND 050

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through November 30, 2023, and shows that actual revenue of \$210.2 million was above forecasted revenue of \$200.6 million by \$9.6 million.



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

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax		(\$954,293)
City Income Tax	7,538,667	
Admissions Tax	2,149,063	
Short Term Rental Excise Tax	489,757	
Licenses & Permits		(\$831,681)
Fines, Forfeitures, & Penalties		(\$1,060,089)
Investment Income	1,923,265	
Local Government	399,615	
Casino	163,074	
Police	794,874	
Buildings and Inspections		(\$228,980)
Fire	721,365	
Parking Meter	53	
Other		(\$1,461,878)
	14,179,734	(\$4,536,921)
Difference	9,642,813	

General Fund (favorable variance) is \$9.6 million above the amount forecasted through November in the FY 2024 Budget. This is the fifth month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

- 1. Property Tax (unfavorable variance) is \$954k** below estimate due to the decrease in property values for this half. The millage for the second half is set at a higher rate and values were increased by the County Auditor, which will offset this unfavorable variance. It is anticipated that Property Tax revenue will be on target at year end. This is a semi-annual payment. The second payment will be received in late spring.
- 2. Income Tax (favorable variance) is \$7.5 million** above the forecasted amount. Income Tax revenue was not projected to increase in FY 2024; however, in the first quarter there was a slight increase in withholdings and some higher than projected net profits for companies. The Finance Department will continue to closely monitor this category.
- 3. Admission Tax (favorable variance) is \$2.1 million** above estimate. Revenue from summer concerts and larger attendance for baseball games contributed to the positive variance in this category.

4. **Licenses & Permits (unfavorable variance) is \$831k** below the forecasted amount. General Building and HVAC permits are trending lower than estimated. The Finance Department will work with the Building and Inspections Department to monitor these categories in the coming months.
5. **Fines, Forfeitures and Penalties (unfavorable variance) is down \$1 million.** Each of these revenue sources are trailing estimates. As it is early in the fiscal year, this category will be watched very closely.
6. **Investment Income (favorable variance) is \$1.9 million** above the forecasted amount. A stronger than expected economy has resulted in higher interest rates than originally estimated.
7. **Police (favorable variance) is up \$795k.** A backlog of impounded vehicles was released for sale, there has been an increase in details, and a large payment from prior year charges was received this year. These events were not factored into the current year estimates so this category should finish the year ahead of forecast.
8. **Fire (favorable variance) is \$721k** above the forecasted amount. An above average number of runs are being performed by the Fire Department resulting in this variance.
9. **Other (unfavorable variance) is \$1.5 million** below forecast. Due to the large number of revenue sources in this category and their fluctuations, the Finance Department will monitor these closely.

II. RESTRICTED FUNDS

- A. **Parking System Facilities (favorable variance) is \$722k** above estimate. This is attributed to the parking for a large weekend concert that was held in the summer. This category is projected to finish the year over estimate.
- B. **Community Health Centers (unfavorable variance) is \$3.2 million** below the forecasted amount. This variance is due to timing of the Medicaid reimbursement from the federal government. Once the payment is received the variance should level out and this fund should be on target for the fiscal year.

EXPENDITURES

The following provides an update on the City of Cincinnati's operating budget position as of the month ending November 30, 2023. The attached Fund Summary Report

provides the current budget, expenditures, and commitments of each appropriated fund. This report is presented on a year-to-date basis.

I. GENERAL FUND 050

As shown on the attached report, total expenditures are 37.6% of budget, and commitments are 42.6% of budget in the General Fund 050 as compared to the estimated period ending November 30, 2023, or 41.6% of the fiscal year. "Non-personnel expenses" are trending higher at 53.7% committed year to date due to encumbering twelve months of expenditures for certain commodities such as gas and electric costs, contractual services, and materials and supplies. This is not unusual for this reporting period.

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

A. Budget Savings Identified

As of November 30, 2023, no General Fund 050 departments are projecting savings at the end of FY 2024. Any savings identified will be available to support budget needs in other departments and programs as necessary. Interdepartmental transfers of funds from one department to another will be included in the FAO as appropriate.

B. Budget Needs Identified

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

1. Cincinnati Police Department (\$2.8 million)

The Cincinnati Police Department (CPD) projects a total personnel need of \$2.8 million primarily due to overtime. Personnel expenditures are outpacing estimates due to increased Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events such as FC Cincinnati and Cincinnati Bengals home games. As the football season ends,

overtime spending is expected to decrease as will overtime for FC Cincinnati games until their next season begins in late February. Overtime spending and lump sum payments will be closely monitored as the fiscal year progresses.

2. Cincinnati Fire Department (\$3.6 million)

The Cincinnati Fire Department (CFD) projects a total need of up to \$3.6 million primarily due to overtime. Increased attrition over the past several years has necessitated the use of overtime to backfill vacant positions. Additionally, the department added a new engine company to Westwood Station 35 in November 2022, resulting in additional staffing requirements and associated overtime. CFD recently changed the unit dispatch process to include apparatus GPS relative to the emergency location. This has led to an increase in daily runs performed by the Westwood engine company and the Price Hill engine company. The department plans to run the additional engine until the number of runs performed daily reverts to the mean. The graduation of Recruit Class #121 is expected to reduce overtime usage once they graduate in the fall of 2023. If overtime trends do not curtail, the CFD projects a personnel need of up to \$2.7 million by fiscal year end due to increased overtime. Finally, the department projects a non-personnel need of \$0.9 million related to an expanded paramedic training class as well as unbudgeted supplies and materials expenses. Both the department and the Office of Budget and Evaluation will continue to closely monitor staffing trends and overtime needs.

C. Within Budget, Intradepartmental Budget Transfers May Be Needed

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

1. Clerk of Council

The Clerk of Council's Office projects a potential non-personnel need. Three charter amendments were on the November general election ballot, and the amendments were legally required to be advertised in *The Enquirer* newspaper for a cost of \$25,000. The budget will be monitored, and any needs will be addressed either by the Election Expense non-departmental account or through the Final Adjustment Ordinance (FAO) if necessary.

2. Enterprise Technology Solutions

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

3. City Manager's Office

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

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

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

5. City Manager's Office: Emergency Communications Center

The Emergency Communications Center (ECC) projects no budget savings or need at this time. Increased software expenditures are being closely monitored as the fiscal year progresses.

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

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

7. City Manager's Office: Office of Procurement

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

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

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

9. City Manager's Office: Internal Audit

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

10. Department of Law

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

11. Department of Human Resources

The Department of Human Resources projects no budget savings or need, pending reimbursement processing.

12. Department of Finance

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

13. Department of Community and Economic Development

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

14. Department of City Planning and Engagement

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

15. Citizen Complaint Authority

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

16. Cincinnati Recreation Commission

The Cincinnati Recreation Commission projects no budget savings or need at this time. However, the Aquatics Pay and Recruitment Bonus Plan was in place for the summer 2023 season and is expected to generate a General Fund need of up to \$1.5 million in the Athletics Agency. However, this need is expected to be offset by savings in other agencies. If savings do not materialize, a supplemental appropriation may be required. The department has several reimbursements that will be processed in the coming months.

17. Cincinnati Parks Department

The Parks Department projects no budget savings or need at this time, pending reimbursement processing.

18. Department of Buildings and Inspections

The Department of Buildings and Inspections projects no budget savings or need at this time. Personnel is currently trending below expectations due to position vacancies and reimbursement processing. However, the department is in the

process of onboarding a new class of inspectors as well as other administrative staff, which should bring personnel spending more in line with expectations.

19. Department of Transportation and Engineering

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

20. Department of Public Services

The Department of Public Services (DPS) projects no budget savings or need at this time. However, transfers between agencies may be required as part of the Final Adjustment Ordinance.

21. Department of Economic Inclusion

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

22. Non-Departmental Accounts

The Judgments Against the City account is currently 99.3% committed. Depending on future judgments or settlements, additional resources may be required.

II. ENTERPRISE FUNDS

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

A. Water Works Fund 101

Water Works Fund 101 is 32.2% expended year to date. The Greater Cincinnati Water Works (GCWW) projects no budget savings or need at this time. The Division of Business Services projects a possible contractual services need and the Division of Commercial Supplies projects a possible waste removal need. These needs can be offset with non-personnel savings in the Division of Water Quality and Treatment. Transfers between agencies may be required as part of the Final Adjustment Ordinance.

B. Parking System Facilities Fund 102

Parking System Facilities Fund 102 includes the budget for off-street parking enterprises, including garages. Fund 102 is currently 27.3% expended year to

date. The Division of Parking Facilities within the Department of Community and Economic Development projects a potential non-personnel need related to repairs needed for the Town Center Garage. Supplemental appropriations may be required.

C. Duke Energy Convention Center Fund 103

Duke Energy Convention Center Fund 103 is 31.6% expended year to date. The Finance Department projects no savings or need at this time.

D. General Aviation Fund 104

General Aviation Fund 104 is 27.9% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 104 due to position vacancies, which will be monitored.

E. Municipal Golf Fund 105

Municipal Golf Fund 105 is 53.1% expended year to date, which reflects expenses for the calendar year (CY) 2023 golf season. Water utility expenses are greater than expectations due to the dry summer season. Additionally, petroleum and contractual services expenses exceed estimates due to an increased number of golf rounds played. The Cincinnati Recreation Commission projects no budget savings or need at this time, but non-personnel expenses will be monitored.

F. Stormwater Management Fund 107

Stormwater Management Fund 107 provides resources to various City departments. The major recipient of resources from this fund is the Stormwater Management Utility (SMU). The Department of Public Services, the Parks Department, the Office of Environment and Sustainability, the Cincinnati Recreation Commission, and the Department of Buildings and Inspections also receive appropriations from this fund. The Stormwater Management Fund is 32.6% expended year to date. SMU, the Parks Department, and the Cincinnati Recreation Commission project no budget savings or need at this time. The Department of Public Services projects a potential personnel need. The Office of Environment and Sustainability projects a potential non-personnel need related to recycling. The Department of Buildings and Inspections Private Lot Abatement Program (PLAP) is seeing an abundance of litter and dumping cases. Additional non-personnel resources may be required; however, the department is currently exploring community partnerships for assistance with this work. These needs will be monitored closely. Reduced reimbursements to the General Fund could also generate additional savings to offset the non-personnel need.

III. DEBT SERVICE FUNDS

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

A. Bond Retirement Fund 151

Bond Retirement Fund 151 is 41.6% expended year to date. The Finance Department projects a potential savings in fixed charges related to bond coupons that have not yet been redeemed, which would reduce debt service payments. The Finance Department also projects a potential savings in debt service due to a lower volume of internal notes issued than in prior years.

IV. APPROPRIATED SPECIAL REVENUE FUNDS

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

The Office of Budget and Evaluation, in cooperation with various City departments, reviewed appropriated special revenue funds to ensure the Approved FY 2024 Budget remains in balance. Based on expenditures and revenues through November 30, 2023, most special revenue funds are on target with regards to their budget and require no additional appropriations at this time. Any identified issues are highlighted in the narrative summaries provided below. If warranted, budget adjustments will be addressed in the FAO later in the fiscal year.

A. Street Construction, Maintenance & Repair Fund 301

Street Construction, Maintenance & Repair Fund 301 is 29.8% expended year to date. The Department of Public Services anticipates a potential need related to a winter weather operations incentive pay program, which may be offset by other personnel savings. The Department of Public Services also anticipates a potential need related to unexpected vehicle repair costs. The Department of Transportation and Engineering projects possible non-personnel savings in the Traffic Engineering Division, which will be used to offset non-personnel needs in the Traffic Services Division as well as in the General Fund.

B. Income Tax-Infrastructure Fund 302

Income Tax-Infrastructure Fund 302 provides resources to several City departments. The Department of Transportation and Engineering is the largest recipient of resources from this fund. The Department of Public Services also receives Income Tax-Infrastructure Fund resources. Fund 302 is 37.3% expended year to date. Due to the projected deficit for this Fund during the FY 2024-2025

Biennial Budget development process, resources for the Department of Law, the Department of Transportation and Engineering (DOTE), and the Department of Public Services (DPS) were significantly reduced. DOTE projects a need of \$620,000 primarily due to budgeted position vacancy allowance (PVA). A supplemental appropriation will likely be required for the department to continue operations. DPS anticipates a personnel need as the department does not expect to be able to meet their budgeted PVA amount. The Department of Law receives a small amount of Income Tax-Infrastructure Fund resources for eligible infrastructure work. Law projects a potential personnel need due to budgeted position vacancy allowance that may not be achievable. Since the Income Tax-Infrastructure Fund performed better than expected by the end of FY 2023, and existing fund balance is available to provide additional resources to these departments, a mid-year budget adjustment Ordinance will be submitted to the City Council to address the shortfall in the Department of Public Services and the Department of Transportation and Engineering with supplemental appropriations. The Department of Buildings and Inspections projects no budget savings or need at this time. The Department of Economic Inclusion projects a potential personnel savings due to position vacancies.

C. Parking Meter Fund 303

Parking Meter Fund 303 includes the budget for on-street parking enterprises, including parking meters. Fund 303 is currently 32.9% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects neither an expenditure savings nor a need in the fund, but a projected revenue shortfall would create a structural imbalance in the fund. The City Administration is currently exploring opportunities for revenue enhancements and expense efficiencies to address the structural imbalance. Revenues and expenditures will continue to be monitored closely and budget adjustments may be required to ensure the fund balance remains positive.

D. Municipal Motor Vehicle License Tax Fund 306

Municipal Motor Vehicle License Tax Fund 306 is 30.1% expended year to date. The Department of Public Services anticipates no budget savings or need in this fund. The Department of Transportation and Engineering projects no budget savings or needs, pending reimbursement processing.

E. Sawyer Point Fund 318

Sawyer Point Fund 318 is 23.7% expended year to date. The Parks Department projects no budget savings or need in Fund 318.

F. Recreation Special Activities Fund 323

Recreation Special Activities Fund 323 is currently 38.6% expended year to date. The Cincinnati Recreation Commission projects no budget savings or need in Fund 323. However, revenues are trending below estimates due to delays in processing

cash receipts. The delays are expected to be resolved in December and January. This fund will be monitored closely.

G. Cincinnati Riverfront Park Fund 329

Cincinnati Riverfront Park Fund 329 is the appropriated fund for Smale Park. Fund 329 is currently 8.8% expended year to date. The Parks Department projects no budget savings or need in Fund 329.

H. Hazard Abatement Fund 347

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

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

9-1-1 Cell Phone Fees Fund 364 is the appropriated fund that governs the City portion of state collected revenue from mobile device fees. Fund 364 is currently 8.3% expended year to date. The Emergency Communications Center projects no budget savings or need in Fund 364.

J. Safe and Clean Fund 377

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

K. Community Health Center Activities Fund 395

Community Health Center Activities Fund 395 is 35.1% expended year to date. The Cincinnati Health Department (CHD) projects potential personnel savings resulting from position vacancies. This will offset a projected need in non-personnel for temporary staffing services, nursing uniform allowances, and the unbudgeted repair and replacement of equipment. Community Health Center Activities Fund revenue is trending low due to the timing of Medicaid Maximization funds, which should be deposited in the spring.

L. Cincinnati Health District Fund 416

General operational support to the Cincinnati Health Department is provided by Cincinnati Health District Fund 416. This fund is 31.8% expended year to date. The Cincinnati Health Department (CHD) projects potential personnel savings resulting from position vacancies. This will offset a projected need in non-personnel for temporary staffing services, nursing uniform allowances, and unbudgeted repair expenses to clinic sites and other Health Department facilities.

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

Cincinnati Area Geographic Information System Fund 449 is 32.7% expended year to date. The Office of Performance and Data Analytics projects no budget savings or need at this time.

N. Streetcar Operations Fund 455

Streetcar Operations Fund 455 is 21.5% expended year to date. The Department of Transportation and Engineering projects a net need of \$150,000 related to unbudgeted personnel reimbursements and contractual services for utilities and Transdev. These needs are partially offset by a small personnel savings in the Traffic Services Bureau. These needs will be monitored closely.

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

The CLEAR Fund is 18.8% expended year to date. Enterprise Technology Solutions projects no budget savings or need for FY 2024.

Summary

Through November 30, 2023, major budget issues include overtime needs for both the Fire Department and Police Department, pending labor contracts for the International Association of Fire Fighters (IAFF) employees and Fraternal Order of Police (FOP) employees, the structural imbalance in Parking Meter Fund 303, and lasting impacts from the COVID-19 pandemic related to supply chain issues. Departments have identified possible savings and shortfalls, which will continue to be monitored and updated monthly.

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

1. Fund Summary Report for the month ended November 30, 2023.

Submitted herewith are the following Department of Finance reports:

2. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of November 30, 2023.
3. Audit of the City Treasurer's Report for the month ended October 31, 2023.
4. Statement of Balances in the various funds as of November 30, 2023.

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

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

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 11/30/2023**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
050	General	PERSONNEL SERVICES	292,289,545.00	111,731,174.58	38.2%	65,628.00	111,796,802.58	38.2%	180,492,742.42
		EMPLOYEE BENEFITS	114,417,983.00	49,835,906.22	43.6%	67,943.08	49,903,849.30	43.6%	64,514,133.70
		NON-PERSONNEL EXPENSES	105,293,672.20	30,959,123.00	29.4%	25,598,312.26	56,557,435.26	53.7%	48,736,236.94
		PROPERTIES	20,000.00	.00	0.0%	.00	.00	0.0%	20,000.00
*TOTAL FUND_CD 050			512,021,200.20	192,526,203.80	37.6%	25,731,883.34	218,258,087.14	42.6%	293,763,113.06
101	Water Works	PERSONNEL SERVICES	43,016,640.00	13,564,899.94	31.5%	.00	13,564,899.94	31.5%	29,451,740.06
		EMPLOYEE BENEFITS	17,983,640.00	6,933,275.49	38.6%	.00	6,933,275.49	38.6%	11,050,364.51
		NON-PERSONNEL EXPENSES	64,662,810.00	18,340,750.05	28.4%	24,109,393.19	42,450,143.24	65.6%	22,212,666.76
		DEBT SERVICE	47,154,020.00	16,742,075.72	35.5%	28,750.00	16,770,825.72	35.6%	30,383,194.28
*TOTAL FUND_CD 101			172,817,110.00	55,581,001.20	32.2%	24,138,143.19	79,719,144.39	46.1%	93,097,965.61
102	Parking System Facilities	PERSONNEL SERVICES	390,500.00	126,343.38	32.4%	.00	126,343.38	32.4%	264,156.62
		EMPLOYEE BENEFITS	147,190.00	60,278.33	41.0%	.00	60,278.33	41.0%	86,911.67
		NON-PERSONNEL EXPENSES	5,046,730.00	1,079,374.10	21.4%	2,238,118.88	3,317,492.98	65.7%	1,729,237.02
		DEBT SERVICE	2,160,200.00	847,867.56	39.2%	.00	847,867.56	39.2%	1,312,332.44
*TOTAL FUND_CD 102			7,744,620.00	2,113,863.37	27.3%	2,238,118.88	4,351,982.25	56.2%	3,392,637.75
103	Convention-Exposition Center	PERSONNEL SERVICES	116,070.00	19,717.87	17.0%	.00	19,717.87	17.0%	96,352.13
		EMPLOYEE BENEFITS	53,440.00	7,238.97	13.5%	.00	7,238.97	13.5%	46,201.03
		NON-PERSONNEL EXPENSES	10,028,250.00	3,044,025.82	30.4%	6,040,280.06	9,084,305.88	90.6%	943,944.12
		DEBT SERVICE	285,600.00	244,964.11	85.8%	.00	244,964.11	85.8%	40,635.89
*TOTAL FUND_CD 103			10,483,360.00	3,315,946.77	31.6%	6,040,280.06	9,356,226.83	89.2%	1,127,133.17
104	General Aviation	PERSONNEL SERVICES	902,780.00	267,741.88	29.7%	.00	267,741.88	29.7%	635,038.12
		EMPLOYEE BENEFITS	389,510.00	106,534.66	27.4%	.00	106,534.66	27.4%	282,975.34
		NON-PERSONNEL EXPENSES	1,002,430.00	237,075.56	23.7%	148,343.49	385,419.05	38.4%	617,010.95
		DEBT SERVICE	44,590.00	41,499.37	93.1%	.00	41,499.37	93.1%	3,090.63
*TOTAL FUND_CD 104			2,339,310.00	652,851.47	27.9%	148,343.49	801,194.96	34.2%	1,538,115.04
105	Municipal Golf	PERSONNEL SERVICES	209,700.00	71,188.33	33.9%	.00	71,188.33	33.9%	138,511.67
		EMPLOYEE BENEFITS	76,700.00	29,793.96	38.8%	.00	29,793.96	38.8%	46,906.04
		NON-PERSONNEL EXPENSES	5,875,990.00	3,175,196.86	54.0%	347,247.06	3,522,443.92	59.9%	2,353,546.08
		DEBT SERVICE	615,000.00	321,312.50	52.2%	.00	321,312.50	52.2%	293,687.50
*TOTAL FUND_CD 105			6,777,390.00	3,597,491.65	53.1%	347,247.06	3,944,738.71	58.2%	2,832,651.29

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 11/30/2023**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
107	Stormwater Management	PERSONNEL SERVICES	9,694,210.00	2,453,742.17	25.3%	.00	2,453,742.17	25.3%	7,240,467.83
		EMPLOYEE BENEFITS	4,191,240.00	1,133,069.10	27.0%	.00	1,133,069.10	27.0%	3,058,170.90
		NON-PERSONNEL EXPENSES	13,140,130.00	4,175,662.97	31.8%	1,763,692.87	5,939,355.84	45.2%	7,200,774.16
		PROPERTIES	5,000.00	.00	0.0%	.00	.00	0.0%	5,000.00
		DEBT SERVICE	2,216,370.00	1,784,720.66	80.5%	.00	1,784,720.66	80.5%	431,649.34
*TOTAL FUND_CD 107			29,246,950.00	9,547,194.90	32.6%	1,763,692.87	11,310,887.77	38.7%	17,936,062.23
151	Bond Retirement - City	PERSONNEL SERVICES	307,010.00	61,968.43	20.2%	.00	61,968.43	20.2%	245,041.57
		EMPLOYEE BENEFITS	125,680.00	24,152.03	19.2%	.00	24,152.03	19.2%	101,527.97
		NON-PERSONNEL EXPENSES	3,563,620.00	357,248.59	10.0%	309,415.54	666,664.13	18.7%	2,896,955.87
		DEBT SERVICE	145,765,610.00	61,864,062.05	42.4%	.00	61,864,062.05	42.4%	83,901,547.95
*TOTAL FUND_CD 151			149,761,920.00	62,307,431.10	41.6%	309,415.54	62,616,846.64	41.8%	87,145,073.36
301	Street Constuction Maintenance & Repair	PERSONNEL SERVICES	6,623,880.00	1,968,962.65	29.7%	.00	1,968,962.65	29.7%	4,654,917.35
		EMPLOYEE BENEFITS	2,784,010.00	1,066,684.78	38.3%	.00	1,066,684.78	38.3%	1,717,325.22
		NON-PERSONNEL EXPENSES	7,420,610.00	1,986,107.93	26.8%	1,412,345.90	3,398,453.83	45.8%	4,022,156.17
		PROPERTIES	.00	.00	0.0%	.00	.00	0.0%	.00
*TOTAL FUND_CD 301			16,828,500.00	5,021,755.36	29.8%	1,412,345.90	6,434,101.26	38.2%	10,394,398.74
302	Income Tax-Infrastructure	PERSONNEL SERVICES	12,629,410.00	4,116,161.25	32.6%	.00	4,116,161.25	32.6%	8,513,248.75
		EMPLOYEE BENEFITS	4,927,200.00	2,107,515.08	42.8%	.00	2,107,515.08	42.8%	2,819,684.92
		NON-PERSONNEL EXPENSES	6,174,750.00	2,624,427.41	42.5%	770,558.54	3,394,985.95	55.0%	2,779,764.05
*TOTAL FUND_CD 302			23,731,360.00	8,848,103.74	37.3%	770,558.54	9,618,662.28	40.5%	14,112,697.72
303	Parking Meter	PERSONNEL SERVICES	1,933,630.00	615,333.91	31.8%	.00	615,333.91	31.8%	1,318,296.09
		EMPLOYEE BENEFITS	794,800.00	349,823.06	44.0%	.00	349,823.06	44.0%	444,976.94
		NON-PERSONNEL EXPENSES	2,349,050.00	704,219.72	30.0%	624,821.98	1,329,041.70	56.6%	1,020,008.30
*TOTAL FUND_CD 303			5,077,480.00	1,669,376.69	32.9%	624,821.98	2,294,198.67	45.2%	2,783,281.33
306	Municipal Motor Vehicle License Tax	PERSONNEL SERVICES	1,703,560.00	551,078.62	32.3%	.00	551,078.62	32.3%	1,152,481.38
		EMPLOYEE BENEFITS	793,660.00	260,597.28	32.8%	.00	260,597.28	32.8%	533,062.72
		NON-PERSONNEL EXPENSES	1,726,220.00	457,665.41	26.5%	184,797.00	642,462.41	37.2%	1,083,757.59
*TOTAL FUND_CD 306			4,223,440.00	1,269,341.31	30.1%	184,797.00	1,454,138.31	34.4%	2,769,301.69

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 11/30/2023**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
318	Sawyer Point	PERSONNEL SERVICES	456,490.00	56,087.43	12.3%	.00	56,087.43	12.3%	400,402.57
		EMPLOYEE BENEFITS	92,550.00	19,685.13	21.3%	.00	19,685.13	21.3%	72,864.87
		NON-PERSONNEL EXPENSES	571,150.00	189,528.75	33.2%	219,484.00	409,012.75	71.6%	162,137.25
*TOTAL FUND_CD 318			1,120,190.00	265,301.31	23.7%	219,484.00	484,785.31	43.3%	635,404.69
323	Recreation Special Activities	PERSONNEL SERVICES	3,402,530.00	1,234,790.21	36.3%	.00	1,234,790.21	36.3%	2,167,739.79
		EMPLOYEE BENEFITS	264,630.00	107,709.67	40.7%	.00	107,709.67	40.7%	156,920.33
		NON-PERSONNEL EXPENSES	2,241,540.00	942,457.59	42.0%	331,526.04	1,273,983.63	56.8%	967,556.37
		PROPERTIES	13,860.00	.00	0.0%	.00	.00	0.0%	13,860.00
*TOTAL FUND_CD 323			5,922,560.00	2,284,957.47	38.6%	331,526.04	2,616,483.51	44.2%	3,306,076.49
329	Cincinnati Riverfront Park	PERSONNEL SERVICES	698,560.00	.00	0.0%	.00	.00	0.0%	698,560.00
		EMPLOYEE BENEFITS	335,170.00	3,680.00	1.1%	.00	3,680.00	1.1%	331,490.00
		NON-PERSONNEL EXPENSES	483,370.00	129,260.50	26.7%	120,483.60	249,744.10	51.7%	233,625.90
*TOTAL FUND_CD 329			1,517,100.00	132,940.50	8.8%	120,483.60	253,424.10	16.7%	1,263,675.90
347	Hazard Abatement Fund	PERSONNEL SERVICES	465,210.00	.00	0.0%	.00	.00	0.0%	465,210.00
		EMPLOYEE BENEFITS	222,260.00	.00	0.0%	.00	.00	0.0%	222,260.00
		NON-PERSONNEL EXPENSES	10,220.00	711.14	7.0%	.00	711.14	7.0%	9,508.86
*TOTAL FUND_CD 347			697,690.00	711.14	0.1%	.00	711.14	0.1%	696,978.86
364	9-1-1 Cell Phone Fees	PERSONNEL SERVICES	573,480.00	.00	0.0%	.00	.00	0.0%	573,480.00
		EMPLOYEE BENEFITS	243,880.00	.00	0.0%	.00	.00	0.0%	243,880.00
		NON-PERSONNEL EXPENSES	652,630.00	122,375.71	18.8%	126,922.89	249,298.60	38.2%	403,331.40
*TOTAL FUND_CD 364			1,469,990.00	122,375.71	8.3%	126,922.89	249,298.60	17.0%	1,220,691.40
377	Safe & Clean	NON-PERSONNEL EXPENSES	52,040.00	.00	0.0%	52,040.00	52,040.00	100.0%	.00
*TOTAL FUND_CD 377			52,040.00	.00	0.0%	52,040.00	52,040.00	100.0%	.00
395	Community Health Center Activities	PERSONNEL SERVICES	13,753,380.00	4,458,834.82	32.4%	.00	4,458,834.82	32.4%	9,294,545.18
		EMPLOYEE BENEFITS	5,762,180.00	2,205,860.59	38.3%	.00	2,205,860.59	38.3%	3,556,319.41
		NON-PERSONNEL EXPENSES	8,914,750.00	3,317,522.60	37.2%	4,627,601.14	7,945,123.74	89.1%	969,626.26
*TOTAL FUND_CD 395			28,430,310.00	9,982,218.01	35.1%	4,627,601.14	14,609,819.15	51.4%	13,820,490.85

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 11/30/2023**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
416	Cincinnati Health District	PERSONNEL SERVICES	14,150,810.00	4,345,084.22	30.7%	.00	4,345,084.22	30.7%	9,805,725.78
		EMPLOYEE BENEFITS	5,543,360.00	1,867,722.50	33.7%	.00	1,867,722.50	33.7%	3,675,637.50
		NON-PERSONNEL EXPENSES	1,390,460.00	491,875.26	35.4%	546,711.17	1,038,586.43	74.7%	351,873.57
		PROPERTIES	3,010.00	.00	0.0%	.00	.00	0.0%	3,010.00
*TOTAL FUND_CD 416			21,087,640.00	6,704,681.98	31.8%	546,711.17	7,251,393.15	34.4%	13,836,246.85
449	Cincinnati Area Geographic Information System (CAGIS)	PERSONNEL SERVICES	2,040,720.00	654,762.67	32.1%	.00	654,762.67	32.1%	1,385,957.33
		EMPLOYEE BENEFITS	727,600.00	290,716.20	40.0%	.00	290,716.20	40.0%	436,883.80
		NON-PERSONNEL EXPENSES	2,401,440.00	746,577.23	31.1%	223,819.03	970,396.26	40.4%	1,431,043.74
*TOTAL FUND_CD 449			5,169,760.00	1,692,056.10	32.7%	223,819.03	1,915,875.13	37.1%	3,253,884.87
455	Streetcar Operations	PERSONNEL SERVICES	518,670.00	161,925.60	31.2%	.00	161,925.60	31.2%	356,744.40
		EMPLOYEE BENEFITS	229,120.00	55,395.11	24.2%	.00	55,395.11	24.2%	173,724.89
		NON-PERSONNEL EXPENSES	5,144,060.00	1,048,830.55	20.4%	3,888,001.62	4,936,832.17	96.0%	207,227.83
*TOTAL FUND_CD 455			5,891,850.00	1,266,151.26	21.5%	3,888,001.62	5,154,152.88	87.5%	737,697.12
457	County Law Enforcement Applied Regionally (CLEAR)	PERSONNEL SERVICES	1,625,440.00	398,503.82	24.5%	.00	398,503.82	24.5%	1,226,936.18
		EMPLOYEE BENEFITS	515,950.00	151,476.31	29.4%	.00	151,476.31	29.4%	364,473.69
		NON-PERSONNEL EXPENSES	3,550,030.00	892,337.18	25.1%	530,653.34	1,422,990.52	40.1%	2,127,039.48
		PROPERTIES	2,000,000.00	.00	0.0%	7,305.03	7,305.03	0.4%	1,992,694.97
*TOTAL FUND_CD 457			7,691,420.00	1,442,317.31	18.8%	537,958.37	1,980,275.68	25.7%	5,711,144.32
TOTAL			1,020,103,190.20	370,344,272.15	36.3%	74,384,195.71	444,728,467.86	43.6%	575,374,722.34

February 7, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager **202400403**

Subject: Supplemental Report on the Department of Buildings & Inspections Code Enforcement Process and Chronic Offenders

REFERENCE DOCUMENT #202301979

On September 13, 2023, the Council referred the following for a report:

MOTION, submitted by Councilmember Cramerding and Councilmember Jeffrey, WE MOVE that the City administration prepare a report and compile data within 90 days regarding the property maintenance code enforcement program. The report should first outline the process that a complaint goes through to result in an order against a property owner, and provide summary data on caseload, including but not limited to the percentage of complaints that result in orders. WE FURTHER MOVE that the report outline the feasibility of compiling a report focused on chronic problematic properties and owners, with potential Top 10 compilations including: Property with Most Number of Orders; Property Owner with the Most Number of Orders; Property Owner with the Most Number of Properties with Orders, and; Property Owner being the Most Untimely in Resolving Order. (Balance of motion on file).

REPORT

The following reports (A) the background of the City' agencies with responsibility for property maintenance; (B) an overview of the property maintenance complaint process; and (C) statistical information on complaints, cases, and chronic offenders.

A. Property Maintenance Enforcement Agencies

The City has extensive property maintenance enforcement responsibilities ranging from building and housing code enforcement, tall grass and weeds, junk vehicles and scrap tires, to air quality standard. Enforcement obligations span various offices, departments, and agencies. Most complaints are routed to three departments: the Department of Buildings and Inspections, the Health Department, and the Fire Department. While the Health and Fire Departments serve critical roles, the Department of Buildings and Inspections (B&I) carries the highest volume of property maintenance enforcement matters for the City. While B&I had a separately dedicated division for property maintenance enforcement (known as

Property Maintenance and Code Enforcement or PMCE) the group merged with the permitting section within the last several years. Currently, all B&I inspectors have both permit and property maintenance enforcement duties.

B&I enforces two bodies of safety codes: (1) the basic Ohio building construction standards and (2) the various City building and housing code standards. This includes the Private Lot Abatement Program (PLAP), the vacant building maintenance license program, the vacant foreclosed property registration program, the hazard abatement program, and the façade and fire escape inspection programs. Due to its breadth, B&I utilizes case tracking software, which enables the department to produce comprehensive reports.

B. Complaint Process & Enforcement

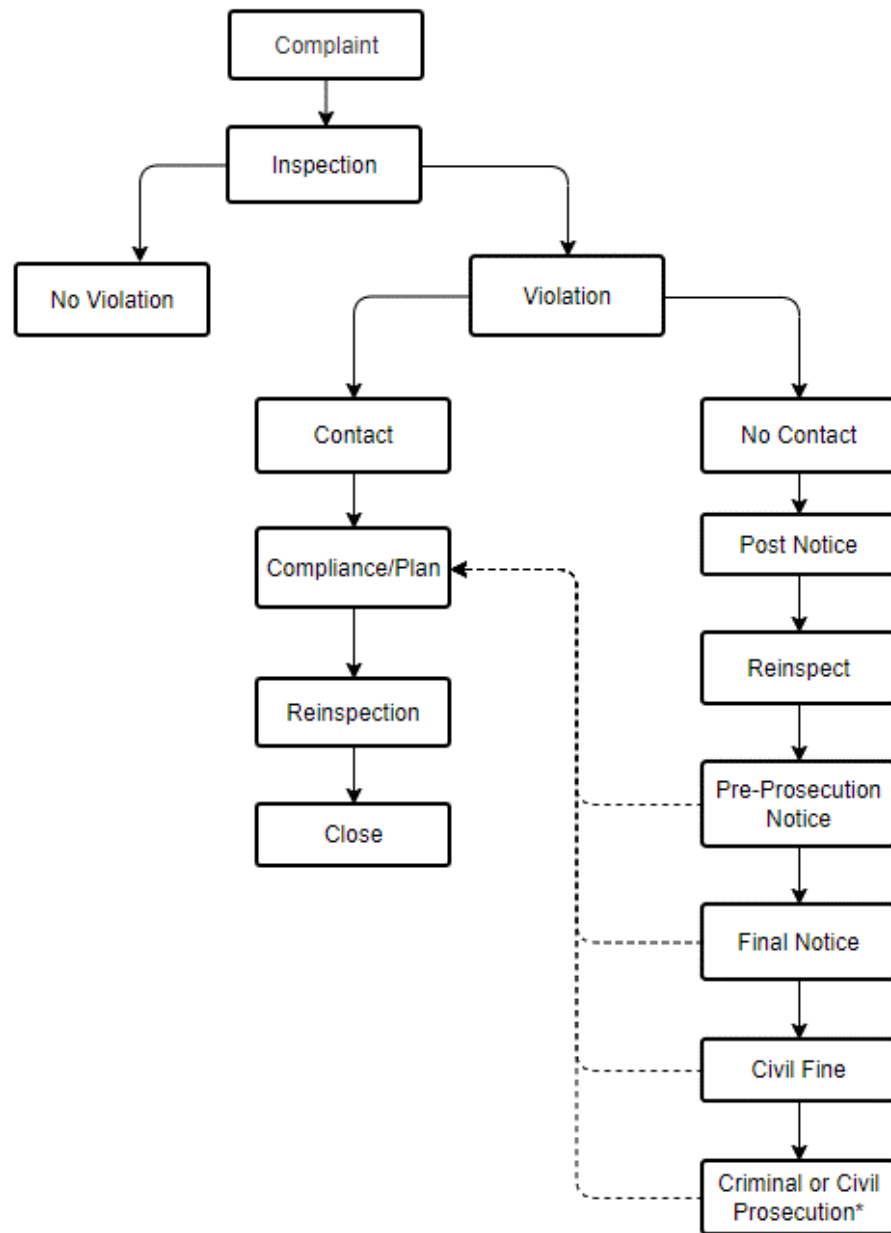
The City's code enforcement processes are primarily complaint driven. Cases begin with the public: community members, adjacent property owners, neighbors, and/or tenants. The City engages in proactively seeking out hazardous conditions in limited circumstances. For example, inspections and enforcement related to permits and licensing are initiated by the applicant. In addition, the City conducts inspections of a property through B&I's Residential Rental Inspection Program (RRI) when a particular property or owner qualifies because of a chronic failure to comply with property maintenance requirements. The total number of RRI cases initiated by the City is a fraction of B&I cases.

Except for PLAP cases, property maintenance cases follow a standard route: complaint, inspection, notice, and, if necessary, enforcement. Complaints can be submitted to B&I through several channels: telephone, electronic mail, the City's website, an app or in person. However, the City's general help line (3-1-1) or website (<https://cagis.hamilton-co.org/311/>) are used the most. PLAP cases have a distinct process because the City abates the violation if the owner does not.

Once a complaint is made, it is routed to the inspector assigned to the area. The inspector will verify the hazardous condition and issue orders directing the owner to contact the inspector and abate the condition. If there is no contact the orders are posted at the premises to ensure the owner receives notice.

If the owner fails to abate the identified violations, the case progresses to enforcement. An inspector will reinspect after the compliance period lapses. If the issue remains outstanding, the inspector sends a letter to the owner requesting a pre-prosecution meeting to discuss the case. If the letter and meeting do not successfully resolve the violation, a final notice is issued before punitive action begins. B&I may issue escalating civil citations to the owner or advance a matter to hazard abatement, depending on the urgency and severity of the underlying violation. If citations are not successful in achieving compliance, B&I may refer the case for civil or criminal prosecution. At any time in the process, if the owner abates the violation or communicates a reasonable work plan, B&I pauses punitive action and seeks to achieve compliance with the owner. In limited circumstances, the City will pursue civil or criminal prosecution on an expedited basis to address emergency life-safety hazards like no water or no heat.

The following flow chart helps to illustrate the general enforcement process.



* Civil or criminal prosecution must be approved by both the Director of B&I and the Chief of Quality of Life in the Law Department prior to filing

NOTE: This chart does not reflect the process for PLAP cases which have a distinct process for litter and weed violations.

C. Complaint and Case Tracking Reporting

In a typical year, B&I manages around 18,000 cases and conducts 57,000 code enforcement inspections. B&I also conducts an additional 64,000 permit inspections each year. The total caseload is based on cases already open and new complaints received. The public submits approximately 7,400 complaints each year. Sixty percent of complaints can be verified and result in the City issuing an order to correct the violation. Complaints that cannot be verified by an inspector are closed. The forty percent of complaints that cannot be substantiated are often the result of the inspector's inability to gain access to review the condition or it has been abated by the time the inspection occurs.

The following data is from January 1, 2020 to December 6, 2023. The results do not aggregate related persons or entities. Potential connections necessitate investigation and every B&I code enforcement case would require verification to ensure equal results for ranking. Finally, the Hamilton County Land Reutilization Corp. (Land Bank) has been omitted from these results. Its inclusion on this list would reflect the nature of its mission to hold and rehabilitate very distressed structures, rather than misfeasance.

+ Properties or owners with some significant enforcement related to vacant structures

Top Ten Addresses with Most Orders

(Person in Control/Owner is in Parentheses)

- | | |
|--|--|
| 1. 200 W. Galbraith Road (RRE Williamsburg Holdings LLC) | 6. 835 Poplar Street (Cincinnati Metropolitan Housing Authority) |
| 2. 1035 Parkson Place (H&E Enterprise LLC) | 7. 2000 Westwood Northern Boulevard (Shelton Gardens 2018 LLC) |
| 3. 2830 Harrison Avenue (H&E Enterprise LLC) | 8. 1120 Garden Street+ (Yossef Haver & Haver Lital) |
| 4. 2026 Eleanor Place (Mt. Auburn Housing Inc.) | 9. 1990 Westwood Northern Boulevard (Reids Valley 2018 LLC) |
| 5. 330 Forest Avenue (Cincinnati Metropolitan Housing Authority) | 10. 924 Hawthorne Avenue+ (Avi Ohad) |

Top Ten Individuals with Most Open Orders

(Number of Addresses with Open Orders in Parentheses)

- | | |
|--|---|
| 1. Cincinnati Metropolitan Housing Authority (162) | 6. Vision and Beyond (44) |
| 2. Avi Ohad (140) | 7. Fay Limited Partnership (43) |
| 3. RRE Williamsburg Holdings LLC+ (119) | 8. Candlewood-Renata (34) |
| 4. Wallick Communities (62) | 9. Glen Meadows Apartments Limited Partnership (32) |
| 5. Model Management+ (52) | 10. JKV Workforce I LLC (32) |

Top Ten Individuals with Most Addresses with Open Orders

(Number of Open Orders in Parentheses)

- | | |
|--|---------------------------------|
| 1. Cincinnati Metropolitan Housing Authority (131) | 6. Fay Limited Partnership (28) |
| 2. Avi Ohad (50) | 7. OTR Holdings Inc.+ (24) |
| 3. RRE Williamsburg Holdings LLC (41) | 7. Vision and Beyond+ (24) |
| 4. Model Management+ (40) | 9. Cincinnati Webb I LLC (19) |
| 5. JKV Workforce I LLC (29) | 10. Wallick Communities (17) |

Top Ten Individuals with Longest Average Days to Compliance

(Average Number of Days to Compliance in Parentheses)

- | | |
|--|--|
| 1. Vision and Beyond+ (350) | 7. Vinebrook Homes (188) |
| 2. Fay Limited Partnership (313) | 8. Cincinnati Metropolitan Housing Authority (164) |
| 3. Candlewood-Renata (311) | 9. Cutter Historic Apartments LLC (105) |
| 4. NREA VB VI LLC (275) | 10. Wallick Communities (105) |
| 5. RRE Williamsburg Holdings LLC (248) | |
| 6. Avi Ohad (201) | |

cc: William "Billy" Weber, Assistant City Manager
Emily Smart Woerner, City Solicitor
Art Dahlberg, Director of the Department of Buildings and Inspections

Date: February 7, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202400404

Subject: Liquor License – NEW

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 4973815
PERMIT TYPE: NEW
CLASS: D5J
NAME: LL SPIRITS LLC
DBA: NONE LISTED
739 E MCMILLAN
CINCINNATI, OH 45206

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

On January 12, 2024, Walnut Hills Area Council was notified of this application and do not object.

Police Department Approval

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

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

Date: February 7, 2024

To: Mayor and Members of City Council

202400405

From: Sheryl M. M. Long, City Manager

Subject: Liquor License – Transfer of Ownership

FINAL RECOMMENDATION REPORT

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 8007021
PERMIT TYPE: TRFO
CLASS: C1 C2 D6
NAME: SETE LLC
DBA: FEYS SUPERMARKET
3441 BEEKMAN ST 1ST FL
CINCINNATI, OH 45223

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

On January 3, 2024, the South Cumminsville Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: February 20, 2024

Date: February 7, 2024

To: Mayor and Members of City Council

202400406

From: Sheryl M. M. Long, City Manager

Subject: Liquor License – Transfer of Stock

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 8093989
PERMIT TYPE: STCK
CLASS: C1 C2 D6
NAME: SHIVA PETROLEUM LLC
DBA: RIVERSIDE SHELL
55 KIBBY LANE & GAS PUMPS
CINCINNATI, OH 45233

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

On January 9, 2024, Sayler Park Village Council was notified of this application and do not object.

Police Department Approval

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

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

February 7, 2024

To: Mayor and Members of City Council

202400408

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Funding for Financial Freedom Initiatives Per City Council Motion #202400205

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of \$1,875,000 from the General Fund balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$1,875,000 from the unappropriated surplus of General Fund 050 to the City Manager’s General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funds for the following Financial Freedom Initiatives: Medical Debt Forgiveness (\$1,500,000) and Child Savings Accounts (\$375,000).

The Emergency Ordinance authorizes the transfer of \$1,875,000 from General Fund balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to the unappropriated surplus of the General Fund. Additionally, this Emergency Ordinance authorizes the transfer and appropriation of \$1,875,000 from the unappropriated surplus of the General Fund to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 for Financial Freedom Initiatives for Fiscal Year 2024 as identified in Council Motion #202400205. The allocations include the following initiatives: \$1,500,000 for Medical Debt Forgiveness and \$375,000 for Child Savings Accounts.

Ordinance No. 0207-2023, as part of the City Council adjustments to the FY 2024 Operating Budget, transferred \$2,125,000 to balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to preserve resources for Financial Freedom Initiatives for Fiscal Year 2024 pending additional information to be presented to the City Council by the Administration on proposed uses of funds. Pursuant to City Council Motion #202400205 adopted on January 24, 2024, \$1,875,000 of the total amount of \$2,125,000 will be allocated to the following Financial Freedom Initiatives: Medical Debt Forgiveness (\$1,500,000) and Child Savings Accounts (\$375,000). The remaining \$250,000 will remain in balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to be preserved for a Guaranteed Basic Income (GBI) pilot program while additional fundraising for leveraged funding can be undertaken.

The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding provided by this ordinance is in place so that the necessary expenditures authorized by this ordinance may be made as soon as possible.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

AKS

- 2024

AUTHORIZING the transfer of \$1,875,000 from the General Fund balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of \$1,875,000 from the unappropriated surplus of General Fund 050 to the City Manager’s General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funds for the following Financial Freedom Initiatives: Medical Debt Forgiveness (\$1,500,000) and Child Savings Accounts (\$375,000).

WHEREAS, in 2023, in Ordinance No. 207-2023 as part of the FY 2024 Operating Budget, Council transferred \$2,125,000 to balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to preserve resources for Financial Freedom Initiatives for Fiscal Year 2024 pending additional information to be presented to Council by the Administration on proposed uses of funds; and

WHEREAS, pursuant to Council Motion #202400205 adopted on January 24, 2024, \$1,875,000 of the total amount of \$2,125,000 will be allocated to the following Financial Freedom Initiatives: Medical Debt Forgiveness (\$1,500,000) and Child Savings Accounts (\$375,000); and

WHEREAS, the remaining \$250,000 will remain in balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to be preserved for a Guaranteed Basic Income pilot program while additional fundraising for leveraged funding can be undertaken; now, therefore,

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

Section 1. That \$1,875,000 is transferred from the General Fund balance sheet reserve account no. 050x3422, “Deferred Appropriations,” to the unappropriated surplus of General Fund 050.

Section 2. That \$1,875,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funds for the following Financial Freedom Initiatives: Medical Debt Forgiveness (\$1,500,000) and Child Savings Accounts (\$375,000).

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding provided by this ordinance is in place so that the necessary expenditures authorized by this ordinance may be made as soon as possible.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 7, 2024

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: Ordinance – Rezoning property at 1048 Considine Avenue in East Price Hill from SF-2, “Single-Family,” to Planned Development District No. 101.

202400410

Transmitted is an Ordinance captioned:

AMENDING the official zoning map of the City of Cincinnati to rezone certain real property in the area generally located at 1048 Considine Avenue in the East Price Hill neighborhood from the SF-2, “Single-family,” zoning district to Planned Development District No. 101, “Santa Maria Community Services.”

The City Planning Commission recommended approval of the zone change at its January 19, 2024 meeting.

Summary

The Cincinnati Metropolitan Housing Authority (CMHA) is requesting a zone change at 1048 Considine Avenue on behalf of Santa Maria Community Services. The request is to change the zoning from Single Family (SF-2) to a Planned Development (PD) district for the purpose of constructing two buildings: new offices for Santa Maria and a Cincinnati/Hamilton County Community Action Agency HeadStart.

The City Planning Commission recommended the following on January 19, 2024 to City Council:

1. **ACCEPT** the Concept Plan and Development Program Statement as submitted; and
2. **ADOPT** the Department of City Planning and Engagement Findings as detailed on page 7 of the staff report; and
3. **APPROVE** the proposed zone change from Single-Family Residential (SF-2) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 1048 Considine Avenue in East Price Hill.

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

AMENDING the official zoning map of the City of Cincinnati to rezone certain real property in the area generally located at 1048 Considine Avenue in the East Price Hill neighborhood from the SF-2, “Single-family,” zoning district to Planned Development District No. 101, “Santa Maria Community Services.”

WHEREAS, the Cincinnati Metropolitan Housing Authority (“CMHA”) owns approximately 6.6 acres of real property in the East Price Hill neighborhood generally located at 1048 Considine Avenue (“Property”), which Property Santa Maria Community Services, Inc. (“Santa Maria”) seeks to redevelop by partnering with the Cincinnati-Hamilton County Community Action Agency (“CAA”) to construct a two-story community service facility containing up to approximately 29,000 square feet and a two-story daycare facility containing up to 30,000 square feet under a separate phase (“Project”); and

WHEREAS, CMHA, Santa Maria, and CAA have sufficient control over the Property to affect the Project and have petitioned the City to rezone the Property from the SF-2, “Single-family,” zoning district to Planned Development District No. 101, “Santa Maria Community Services” (“PD-101”), to undertake the Project; and

WHEREAS, Santa Maria has submitted a concept plan and development program statement for PD-101, which documents describe the land use and development regulations that will govern the development and conform with the requirements of Cincinnati Municipal Code Section 1429-09; and

WHEREAS, on January 19, 2024, the City Planning Commission approved the rezoning of the Property from the SF-2, “Single-family,” zoning district to PD-101, upon a finding that: (i) Santa Maria’s concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved; (iii) deviations from the base district regulations applicable to the Property at the time of Santa Maria’s application are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the rezoning, finding it in the interest of the public’s health, safety, morals, and general welfare; and

WHEREAS, the Project is consistent with Plan Cincinnati (2012), particularly a goal of the Live Initiative Area to “[b]uild a robust public life” as described on page 153, and the strategy to “[c]reate a welcoming civic atmosphere” as described on page 149; and

WHEREAS, Council considers the establishment of PD-101 to be in the best interests of the City and the public’s health, safety, morals, and general welfare; now, therefore,

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

Section 1. That Council hereby adopts as its own independent findings the Department of City Planning and Engagement’s and the Cincinnati Planning Commission’s findings that the planned development proposed by the Cincinnati Metropolitan Housing Authority (“CMHA”), Santa Maria Community Services, Inc. (“Santa Maria”), and Cincinnati-Hamilton County Community Action Agency (“CAA”) for the real property located in the East Price Hill neighborhood in the area shown on the map attached hereto as Attachment A and incorporated herein by reference conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the shape and area of the City’s official zoning map in the location of the real property shown on the map attached hereto as Attachment A and incorporated herein by reference, and being more particularly described on the legal description attached hereto as Attachment B and incorporated herein by reference, is hereby amended from the SF-2, “Single-family,” zoning district to Planned Development District No. 101, “Santa Maria Community Services” (“PD-101”).

Section 3. That the development program statement, attached hereto as Attachment C and incorporated herein by reference, and that the concept plan, attached hereto as Attachment D and incorporated herein by reference, are hereby approved. The approved concept plan and development program statement shall govern the use and development of the subject property during the effective period of PD-101.

Section 4. That, should PD-101 lapse pursuant to provisions of Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the Property shall revert to the SF-2, "Single-family," zoning district in effect immediately prior to the effective date of PD-101.

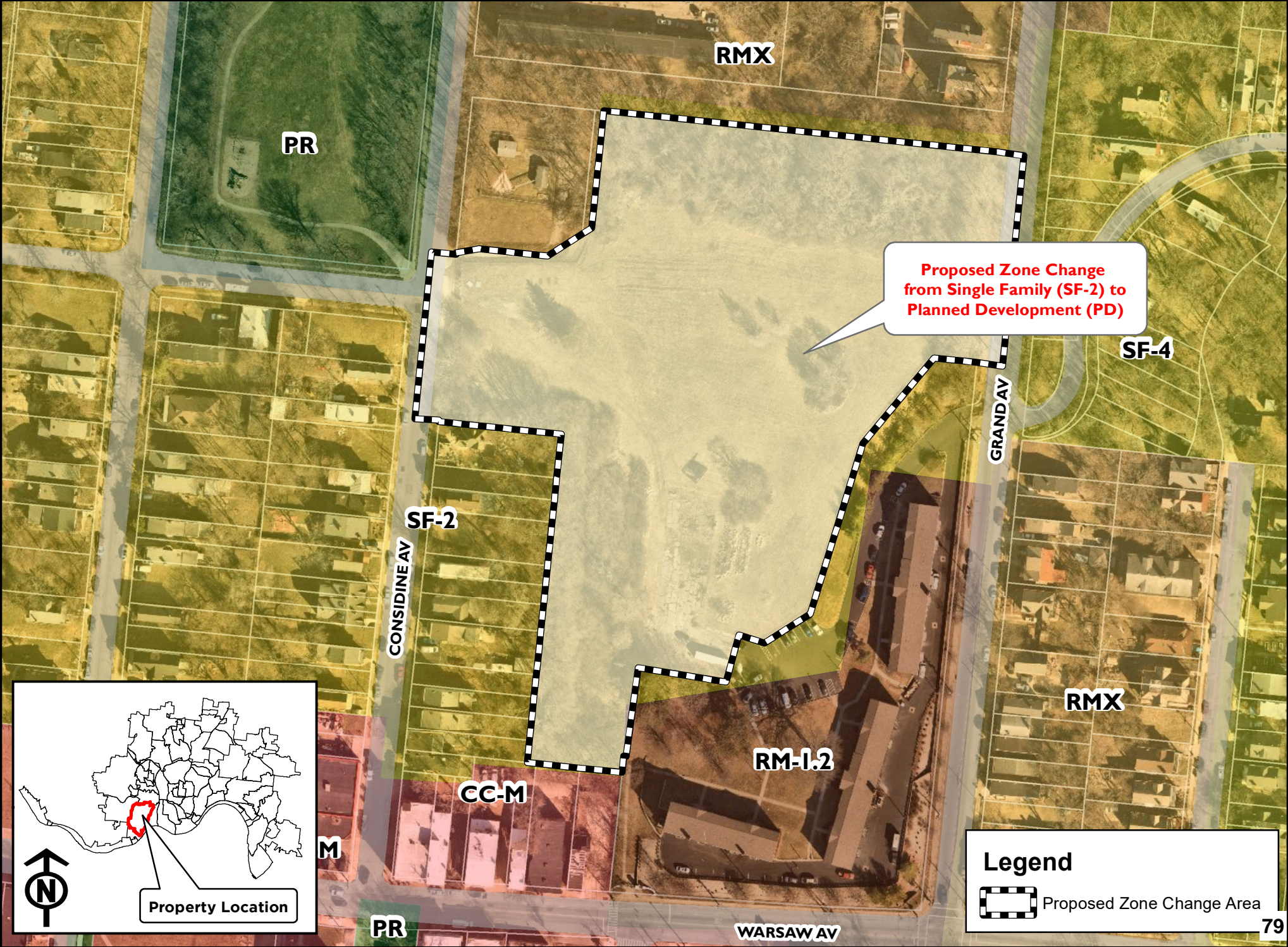
Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Proposed Planned Development at 1048 Considine Avenue in East Price Hill



CINCINNATI METROPOLITAN HOUSING AUTHORITY
6.616 ACRE PROPOSED REZONING

Situate in City of Cincinnati, Hamilton County, Ohio, being a 6.616 acre Proposed Rezone Area from Zone "SF-2" Single Family to "PD" Planned Development, said 6.616 acre Proposed Rezone Area being a parcel conveyed to Cincinnati Metropolitan Housing Authority and a portions of the right of ways of Considine Avenue and Grand Avenue and being more particularly described as follows:

Beginning in a point in the intersection of the centerline of right of way of Grand Avenue and the southerly right of way of Seminary Avenue (an undeveloped street) extended easterly, said point being the **TRUE PLACE OF BEGINNING** of the Proposed Rezone Area herein described; thence the following 20 courses:

1. In said centerline of Grand Avenue, South 05° 51' 32" West, 239.49 feet to a point; thence
2. Leaving said centerline of Grand Avenue, North 84° 08' 28" West, 78.50 feet to a point; thence
3. South 39° 47' 01" West, 126.50 feet to a point; thence
4. South 17° 09' 37" West, 202.50 feet to a point; thence
5. South 57° 28' 25" West, 61.72 feet to a point; thence
6. North 72° 22' 52" West, 30.63 feet to a point; thence
7. South 15° 11' 34" West, 55.77 feet to a point; thence
8. North 80° 40' 53" West, 101.33 feet to a point; thence
9. South 07° 45' 31" West, 101.93 feet to a point; thence
10. North 79° 44' 09" West, 2.71 feet to a point; thence
11. South 05° 53' 32" West, 18.66 feet to a point; thence
12. North 84° 03' 28" West, 108.61 feet to a point; thence
13. North 05° 43' 03" East, 374.12 feet to a point; thence
14. North 84° 03' 28" West, 165.00 feet to a point in the centerline of right of way of Considine Avenue; thence
15. In said centerline of Considine Avenue, North 05° 43' 03" East, 185.89 feet to a point; thence
16. Leaving said centerline of Considine Avenue, North 80° 17' 03" East, 52.16 feet to a point; thence
17. South 84° 13' 57" East, 78.24 feet to a point; thence
18. North 57° 26' 03" East, 59.37 feet to a point; thence
19. North 05° 43' 18" East, 133.67 feet to a point in the southerly right of way line of Seminary Avenue; thence
20. In said southerly right of way line of Seminary Avenue and then extended, South 84° 03' 28" East, 483.75 feet to the **TRUE PLACE OF BEGINNING** of the Proposed Rezone Area herein described.

Containing 6.616 acres.

This Description is for rezoning purposes only and is based on a field survey.





PROGRAM STATEMENT

Cincinnati Metropolitan Housing Authority (CMHA) is the current owner of the property at 1048 Considine Avenue. CMHA is in the process of selling the property to Santa Maria. The site is approximately 6.84 acres. The surrounding land uses are predominantly residential, including both single-family and multi-family, with a park to the northwest of the site and some commercial to the southwest. The northeast portion of the site is located within the Hillside Overlay District. The land is vacant and has been for over ten years. Previously the land contained several multi-family buildings owned by CMHA. The property is currently zoned "SF-2", Single Family District.

The land at 1048 Considine Ave. is projected to be used for the development of two buildings, one being a Community Service Facility (§ 1401-01-C16) operated by Santa Maria Community Services, an independent organization founded by Sisters of Charity. Santa Maria provides more than 2,500 individuals with educational tools and resources to build strong families, promote healthy residents and foster neighborhood revitalizations. The second building will be occupied by HeadStart that has a mission to engage and support children and families by providing the educational foundation that inspires life-long learning. The HeadStart building will be a Day Care Center (§ 1401-01-D) for approximately 200 students each day, ages from infant to 5 yrs. of age. Santa Maria will be splitting the site and selling a portion of the 6.84 acres of land to CAA/HeadStart for the new building. This will be considered a Major Subdivision. Construction of the new HeadStart building will follow Santa Maria in development, constituting a second phase.

Accessory uses associated with the development include raised gardens in partnership with the local 4H group; a playground servicing the Day Care Center; walking trails; and parking to service both buildings. Fencing, walls, and refuse and storage areas will be in compliance with the associated sections of the Cincinnati Municipal Code: §1421-33 "Fences and Walls," and §1421-35 "Refuse and Storage Areas."

It is proposed to change the current zoning SF-2 to "PD" Planned Development District. The PD zoning allows the integration of aligned services on a single site. The proposed zoning more appropriately addresses the future use of the site. The Santa Maria building will be between 24,000-29,000 square feet including two stories, not to exceed 45' in height. The HeadStart building will be between 20,000-30,000 square feet including two stories, not to exceed 40' in height.

There is approximately 80-90 parking spaces provided for the Santa Maria building and approximately 50-60 spaces for the HeadStart building. Parking will be in compliance with Sections 1425-25 "Off Street Parking and Loading Dimensions," and 1425-29 "Parking Lot Land Use" of the Cincinnati Municipal Code.

A signage plan will be submitted with the Final Development Plan and will follow the requirements of the Commercial Neighborhood – Mixed (CN-M) and Commercial Community – Mixed (CC-M) zoning districts (§ 1427-37 "Signs Standards for the C and UM Districts"). The East Price Hill Improvement Association Community Council (EPHIA) has written a letter in support of the development at 1048 Considine Ave., see attachment. EPHIA sees Santa Maria as a beneficial partner and resource for the Price Hill community.

Development on the Considine site will revitalize the property and area along with an infusion of dollars in the community.

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SITE PLAN

OFFICE BUILDING

03/02/23

SITE BOUNDARY

Grand Av

B:175 P

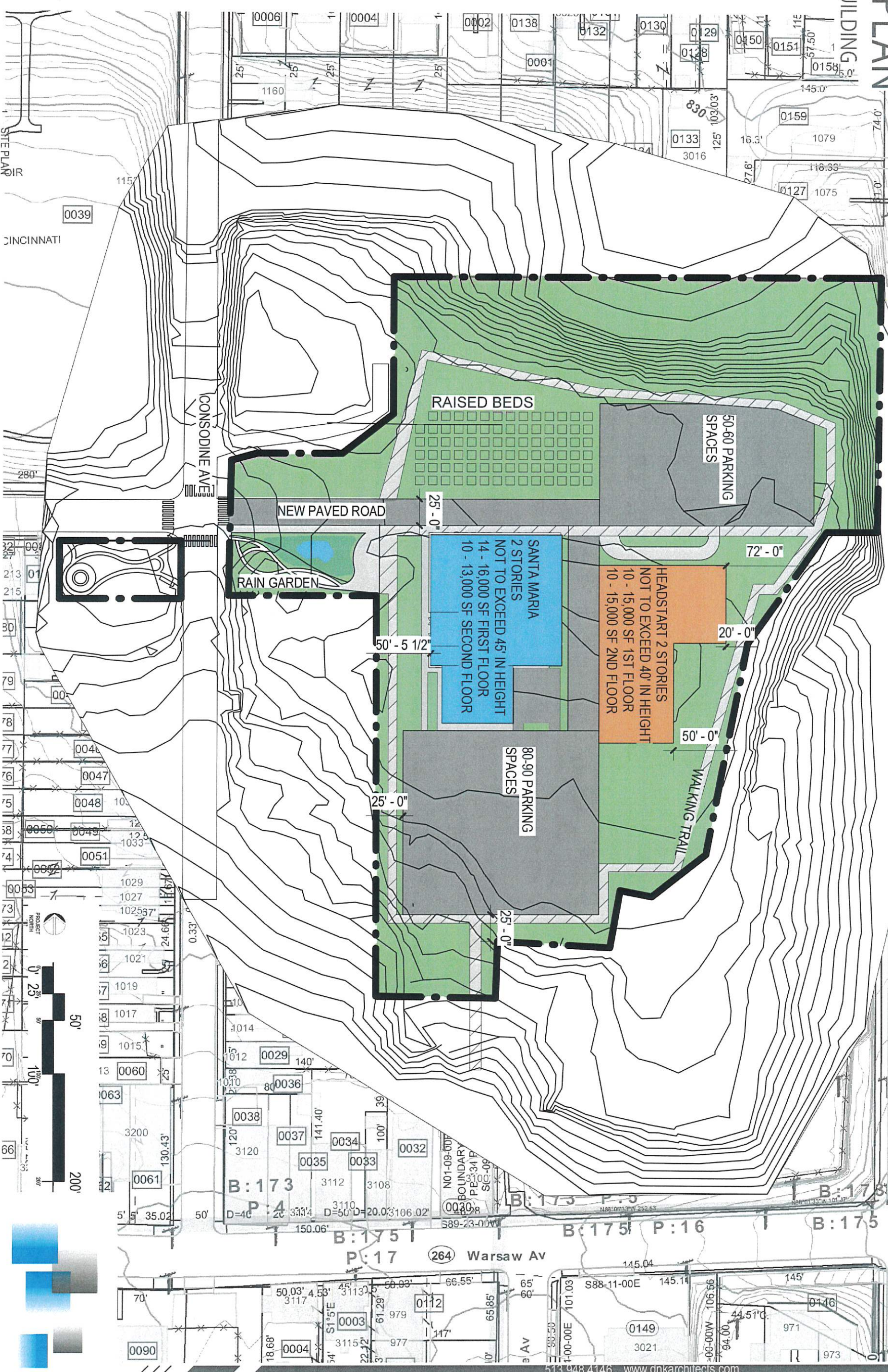
264 Warsaw Av

B:175 P

B:175 P

B:175 P

B:175 P



SUBJECT: A report and recommendation on a proposed zone change from Single-Family Residential (SF-2) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 1048 Considine Avenue in East Price Hill.

GENERAL INFORMATION:

Location: 1048 Considine Avenue, Cincinnati OH, 45205

Petitioner: David Kirk, DNK Architects

Petitioner's Address: 2616 Central Parkway, Cincinnati OH, 45214

Owner: Cincinnati Metropolitan Housing Authority

Owner's Address: 1627 Western Avenue, Cincinnati OH, 45214

Request: Zone change from Single-Family Residential (SF-2) to Planned Development (PD)

EXHIBITS:

Provided in addition to this report are the following exhibits:

- Exhibit A – Location Map
- Exhibit B – Zone Change Application
- Exhibit C – Zone Change Plat
- Exhibit D – Legal Description
- Exhibit E – Development Program Statement
- Exhibit F – Concept Plan
- Exhibit G – Proof of Ownership
- Exhibit H – Coordinated Site Review Letter
- Exhibit I – Community Support Summary
- Exhibit J – EPHIA Letter of Support

BACKGROUND:

The subject property is an approximately 6.84 acre site located at 1048 Considine Avenue in East Price Hill. It is adjacent to Considine Avenue to the west and Grand Avenue to the east. It is generally bound by Glenway Avenue to the north and Warsaw Avenue to the south. The site is a vacant and cleared lot that is currently owned by the Cincinnati Metropolitan Housing Authority (CMHA). The site was formerly occupied by several multi-family buildings owned and operated by CMHA, which were demolished over 10 years ago. The site is currently zoned Single-Family Residential (SF-2). The property is adjacent to the East Price Hill Neighborhood Business District, and the northwest corner of the site is located within the Hillside Overlay District.

The request is being made by the applicant and CMHA on behalf of Santa Maria Community Services. Santa Maria is an independent, nonprofit organization founded by the Sisters of Charity. They provide more than 2,500 individuals with educational tools and resources to build strong families, promote healthy residents, and foster neighborhood revitalizations. Santa Maria is currently in the process of purchasing the site from CMHA.

The Cincinnati-Hamilton County Community Action Agency (CAA) will also be involved during the second phase of the project. CAA is a private, nonprofit organization that offers various services to low-income individuals and families in a holistic approach to help lift them out of poverty. The services they provide include job training, housing assistance, heating assistance, entrepreneurial coaching, and childcare. CAA intends to operate a HeadStart on the site.

ADJACENT LAND USE AND ZONING:

The subject property is currently zoned Single-Family Residential (SF-2). The adjacent zoning and land uses are as follows (also see Exhibit A):

North:

Zoning: Residential Mixed (RMX)

Use: Small apartment complexes and single-family homes.

East:

Zoning: Single-Family Residential (SF-4), Residential Multi-Family (RM-1.2)

Use: Single-family homes, CMHA Horizon Hills apartment complex.

South

Zoning: Commercial Community – Mixed (CC-M)

Use: Commercial spaces with upper-floor residential.

West:

Zoning: Single-Family Residential (SF-2), Parks and Recreation (PR)

Use: Single-family homes, Glenway Park.

PROPOSED DEVELOPMENT:

The proposed Concept Plan and Development Program Statement is for the redevelopment of the 6.84-acre site to consolidate all of Santa Maria's existing services into a single location, as well as create a new Community Action Agency HeadStart that will serve approximately 200 students each day. Other site improvements include landscaping, walking trails, raised gardening beds and a playground to serve the facilities.

The applicant anticipates that the site will be split and a portion sold to CAA to facilitate the creation of the HeadStart. This would be considered a Major Subdivision per Sections 200-01-S5 and 200-01-S6 of the Subdivision Regulations, since a portion of the subject property is located within the Hillside Overlay District. The subdivision and construction of the new HeadStart building would occur after the Santa Maria building, constituting the second phase of the Planned Development. The Major Subdivision requires review by the City Planning Commission.

Future Uses

The petitioner has outlined the following uses to be permitted in the proposed Planned Development:

Component	Uses	Square Footage	Height
Santa Maria Community Services Offices	Community Service Facility	Up to 29,000 sq. ft.	2 stories Up to 45 ft.
CAA HeadStart	Day Care Center	Up to 30,000 sq. ft.	2 stories Up to 40 ft.

Buildings

Two buildings will be constructed. The first is the Santa Maria building, which will be two-stories, not to exceed 45 feet in height, and between 24,000-29,000 square feet. The building will be located on the west half of the site, approximately 50 feet from the nearest property line. The main entrance will face the interior of the site.

The second building is the CAA HeadStart. This will be two-stories, not to exceed 40 feet in height, and between 20,000-30,000 square feet. This building will be located on the east half of the site, approximately 20 feet from

the nearest property line. The main entrance will be located facing north on the site.

Accessory structures on the site include two surface parking lots consisting of a combined 130-150 spaces, raised planting beds, and a playground for the HeadStart. Fencing, walls, and refuse and storage areas will be in compliance with the associated sections of the Cincinnati Municipal Code, 1421-33 “Fences and Walls,” and 1421-35 “Refuse and Storage Areas.”

Parking

Between 80-90 surface spaces will be provided to serve the Santa Maria building, and between 50-60 surface parking spaces will be provided to serve the HeadStart. Both proposed lots will be accessed via a 25-foot-wide private access drive off Considine Avenue.

Signage

A signage plan will be submitted with the Final Development Plan and will follow the requirements of the Commercial Neighborhood – Mixed (CN-M) and Commercial Community – Mixed (CC-M) zoning districts (Section 1427-37 “Signs Standards for the C and UM Districts”).

Schedule

The petitioner anticipates the development occurring under the following phasing program:

Phase 1: Construction of the Santa Maria building, its parking lot, and the site access drive.

Phase 2: Major subdivision of the site, followed by construction of the HeadStart and its parking lot.

BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:

Per §1429-05 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

- a. ***Minimum Area*** – *The minimum area of a PD must be two contiguous acres.*

The proposed zone change area is approximately 6.84 contiguous acres.

- b. ***Ownership*** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.*

The applicant has provided proof of ownership of the property for CMHA (Exhibit G). CMHA is in the process of selling the property to Santa Maria and is listed as a co-applicant on the zone change application.

- c. ***Multiple Buildings on a Lot*** – *More than one building is permitted on a lot.*

The submitted Concept Plan and Development Program Statement indicate two buildings on the site, including offices for Santa Maria and a HeadStart.

- d. ***Historic Landmarks and Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.*

No portion of the site is located within a historic district, nor does it contain any historic landmark.

- e. ***Hillside Overlay Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.*

The site is partially located within the Hillside Overlay District. The proposed development does not intersect with the overlay.

- f. **Urban Design Overlay District** – *Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within an Urban Design Overlay District.

CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program Statement (Exhibits E and F). The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

- a. **Plan Elements** – *A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.*

The petitioner has submitted a Concept Plan and Development Program Statement (Exhibit E) that includes sufficient information regarding proposed uses, building locations, street access, pedestrian circulation systems, and open space and landscaping.

- b. **Ownership** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.*

The applicant has provided proof of ownership of the property for CMHA (Exhibit G). CMHA is in the process of selling the property to Santa Maria and is listed as a co-applicant on the zone change application.

- c. **Schedule** – *Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.*

There are two anticipated phases for the overall development, and the petitioner intends to file separate Final Development Plans for each. Phase 1 includes development of the Santa Maria building, while Phase 2 will include the major subdivision and development of the HeadStart building.

- d. **Preliminary Reviews** – *A preliminary review of geo-technical, sewage, water, drainage and refuse collection.*

The proposed development was preliminarily reviewed by City departments and reviewing agencies through the City's Coordinated Site Review process, including the City's Metropolitan Sewer District (MSD), Stormwater Management Utility (SMU), and Greater Cincinnati Water Works (GCWW). Additional plans will be submitted as part of the Final Development Plan.

- e. **Density and Open Space** – *Calculations of density and open space area.*

Approximately 20-26% of the site will be occupied by buildings or roadway and parking surfaces, leaving 74-80% of the site that will be open space.

FINAL DEVELOPMENT PLAN:

Pursuant to §1429-13 of the Cincinnati Zoning Code, a Final Development Plan shall be submitted to the City Planning Commission after approval of the Concept Plan and Planned Development designation by City Council.

A Final Development Plan must be filed for any portion of an approved Concept Plan that the petitioner wishes to develop; this plan must conform substantially to the approved Concept Plan and Development Program Statement. The Final Development Plan requires significantly more detail than the Concept Plan. Approval of the Final Development Plan would allow the petitioner to obtain the necessary permits to proceed with development. The process allows the City Planning Commission to authorize staff to approve Minor Amendments that might be necessary and establishes the process for Major Amendments that must be reviewed and approved.

COORDINATED SITE REVIEW:

The proposed zone change and Concept Plan was preliminarily reviewed by City departments and reviewing agencies through the City's Coordinated Site Review (CSR) process in July of 2023. No objections were voiced regarding the zone change or Concept Plan. The petitioner has received a copy of the comments from each department from this review process (Exhibit H).

Of note, the Department of Transportation and Engineering (DOTE) will require a Traffic Impact Study, and the Stormwater Management Utility (SMU) will require an Erosion and Sediment Control Plan. The project will undergo an additional CSR for a Development Design Review for each Final Development Plan submitted. The Major Subdivision would also be reviewed through the CSR process.

DIVERSITY AND ECONOMIC INCLUSION:

The applicant, DNK Architects, is a certified Minority Business Enterprise (MBE) recognized by the City's Department of Economic Inclusion.

PUBLIC COMMENT AND NOTIFICATION:

The development team has been actively engaged with the East Price Hill community, as laid out in Exhibit I. Santa Maria and its partners have presented regular updates over the past two years to the East Price Hill Improvement Association (EPHIA), which has issued a letter of support for the project (Exhibit J). Price Hill Will is also supportive of the project and is a co-developer.

Santa Maria has also engaged with CMHA, the current owners of both the subject property and the 3-acre adjacent property located southeast of the site. CMHA is supportive of the project, is listed on the zone change application, and is in the process of selling the parcel to Santa Maria. Santa Maria has also engaged with Cincinnati Parks, as well as the Cincinnati Park Board. All parties have been made aware of the project and indicated support.

The Department of City Planning and Engagement held a virtual Public Staff Conference on a proposed zone change on November 28, 2023. At this time, the request was for a zone change to Urban Mix (UM). Two members of the public were in attendance. The meeting mainly addressed questions related to the project and the services that Santa Maria provides. Concern about industrial encroachment into the residential area was discussed during the meeting, but not related to this particular project. Increased traffic was another concern, but staff explained that a Traffic Impact Study would be conducted as required by DOTE.

Notice of the November 28, 2023 Public Staff Conference and the January 19, 2024 City Planning Commission meeting was sent to all property owners within 400 feet of the site, EPHIA, and Price Hill Will. The EPHIA letter of support has been the only public comment received at this time.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

The proposed project is consistent with the Live Initiative Area of *Plan Cincinnati* (2012), particularly the goal to "build a robust public life" (p. 149) and the strategy to "create a welcoming civic atmosphere" (p. 153). This strategy describes being "welcoming to all people and embracing new residents, including immigrants, encouraging them to make Cincinnati their long-term home and be engaged in their community" (p. 153). This is precisely the service Santa Maria provides. The organization serves the community, including local immigrants,

with programs related to education, employment, financial stability, and youth development that help them to build thriving, stable lives in their community. The proposed development will help Santa Maria better manage their operations by providing a new, consolidated location for all their services in a central location to their target population.

Price Hill Plan (2015)

The *Price Hill Plan (2015)* notes that changes to zoning should be consistent with the uses identified on the Future Land Use Map (p. 15). In the Future Land Use Map, portions of the site are identified as both a “Development Opportunity Cluster” and greenspace (p. 16). The proposed development is consistent with these findings from the plan. The project will create new development in a key area that has been identified as an opportunity zone and will provide various site improvements that include landscaping and greenspace, including a proposed rain garden and raised planting beds.

The project is consistent with the “Community” theme of the plan, particularly the goals to make Price Hill “a very neighborly, safe, and family-friendly community in which to live, work, and play” (p. 30), and to “embrace its urban and culturally unique community and come together as one while still celebrating its diversity” (p. 31). The proposed development will advance this goal by enabling more efficient operation and delivery of service for an instrumental community service organization that has been operating out of Price Hill for decades. Santa Maria provides services that help families achieve stabilization and self-sufficiency, building a vibrant and self-sustaining community in Price Hill. Additionally, the inclusion of the CAA HeadStart will further advance this goal by creating additional childcare resources in the area that make the neighborhood more family-friendly and create better access to a “live, work, play” atmosphere. Santa Maria Community Services is also identified as a partner for various action steps throughout the plan.

CITY PLANNING COMMISSION ACTION:

According to §1429-11(a) of the Cincinnati Zoning Code, the City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. *The PD Concept Plan and Development Program Statement are consistent with applicable plans and policies and is compatible with surrounding development;*

The proposed uses (a community service facility and day care center) are compatible with applicable plans (see “Consistency with Plans”) and the surrounding land use patterns. Adjacent uses are primarily residential, with some commercial located in the Neighborhood Business District to the south. The proposed community service facility and HeadStart are community-based uses that will serve the adjacent residential population and are also accessible to the adjacent commercial corridor.

2. *The PD Concept Plan and Development Program Statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;*

The Planned Development will enhance the design of the project by allowing for a mix of complementary uses, multiple buildings on a lot, and increased flexibility for parking, buffering, and other accessory uses, such as the raised planting beds. This provides a better ability to design the site according to its unique needs and circumstances. The proposed development would not be permitted under the existing zoning district (SF-2).

3. *Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD Concept Plan and Development Program Statement;*

The proposed land use for this property provides productive use on what is now a mostly vacant site. The proposed development and uses are not permitted by the base district regulations (SF-2) and would require conditional use permits and variances under any zoning district. The PD zoning district allows the developer to be innovative in site development, combining quality site and building design, open space preservation, and increased community involvement through the Planned Development process.

4. *The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping, pedestrian circulation and traffic circulation, building design and building location.*

All aspects are outlined in the Concept Plan and Development Program Statement as submitted or will be detailed in the Final Development Plan.

ANALYSIS:

The proposed zone change from Single-family Residential (SF-2) to Planned Development (PD) will reactivate a currently vacant property into a productive, mixed-use development that will provide critical services to the local community through a reputable and long-standing Cincinnati organization. A Planned Development allows for a coordinated and more flexible development process for an atypical project that includes multiple buildings, uses, and operators, but that is still appropriate for the subject location and in-line with the adjacent land use patterns.

The original request for this project was a zone change to the Urban Mix (UM) district. The UM district permits more intensive uses including hospitals, hotels and commercial lodging, indoor storage, maintenance and repair services, commercial vehicle parking, and some industrial uses. During the Public Staff Conference in November, concern about industrial encroachment into the residential part of the neighborhood relating to a nearby property was discussed. Even with a zone change to UM, the project would also still require additional public hearings for items such as conditional use approval and variances. This would be the case for a zone change to any district. For these reasons, City staff felt a zone change to UM was inappropriate for the largely residential area, and recommended the applicant pursue a Planned Development (PD).

The design of the project incorporates various amenities including walking trails, a rain garden, and raised planting beds that will benefit the community. The proposed uses are community-based services that will benefit the surrounding residential population. The project is well supported by East Price Hill, and the applicant has done thorough engagement throughout the process.

The site is partially located within the Hillside Overlay District, but the proposed development does not encroach on the hillside. Any work done within the Hillside Overlay would be required to comply with all applicable Hillside Overlay District requirements established in Chapter 1433 of the Cincinnati Zoning Code.

The Department of City Planning and Engagement believes that a Planned Development is an appropriate zoning designation for this site as it facilitates better urban design within the project, protects the existing adjacent residential land uses, and provides continued public engagement through all phases of the development. A Planned Development also provides assurance to the City and the community of the intended uses and scale for the site, and any significant modification to this would constitute a Major Amendment to the Concept Plan and require public engagement and a public hearing process.

FINDINGS:

It is the opinion of staff of the Department of City Planning and Engagement that the Concept Plan and Development Program Statement are in compliance with §1429-05 and §1429-11 (a) *City Planning Commission Action*. The proposal is consistent with the purpose of the Planned Development District Regulations.

CONCLUSIONS:

The staff of the Department of City Planning and Engagement supports the proposed zone change from Single-

Family (SF-2) to Planned Development (PD) including the Concept Plan and Development Program Statement to allow for a mixed-use development including a community service facility and day care center for the following reasons:

1. The proposed development is consistent with the *Price Hill Plan (2015)* and *Plan Cincinnati (2012)*. It has also been thoroughly engaged on by the applicant and is well-supported by the community.
2. The PD zoning is appropriate in this area because the proposed development is atypical and does not conform with any existing or potential zoning districts, but is still appropriate for the subject location and in-line with the adjacent land use patterns.
3. The PD zoning district requires a more extensive public process than a regular zone change, which will allow community members to have additional opportunities to be heard during the Final Development Plan for the proposal.

RECOMMENDATION:

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

1. **ACCEPT** the Concept Plan and Development Program Statement as submitted; and
2. **ADOPT** the Department of City Planning and Engagement Findings as detailed on page 7 of this report; and
3. **APPROVE** the proposed zone change from Single-Family Residential (SF-2) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 1048 Considine Avenue in East Price Hill.

Respectfully submitted:



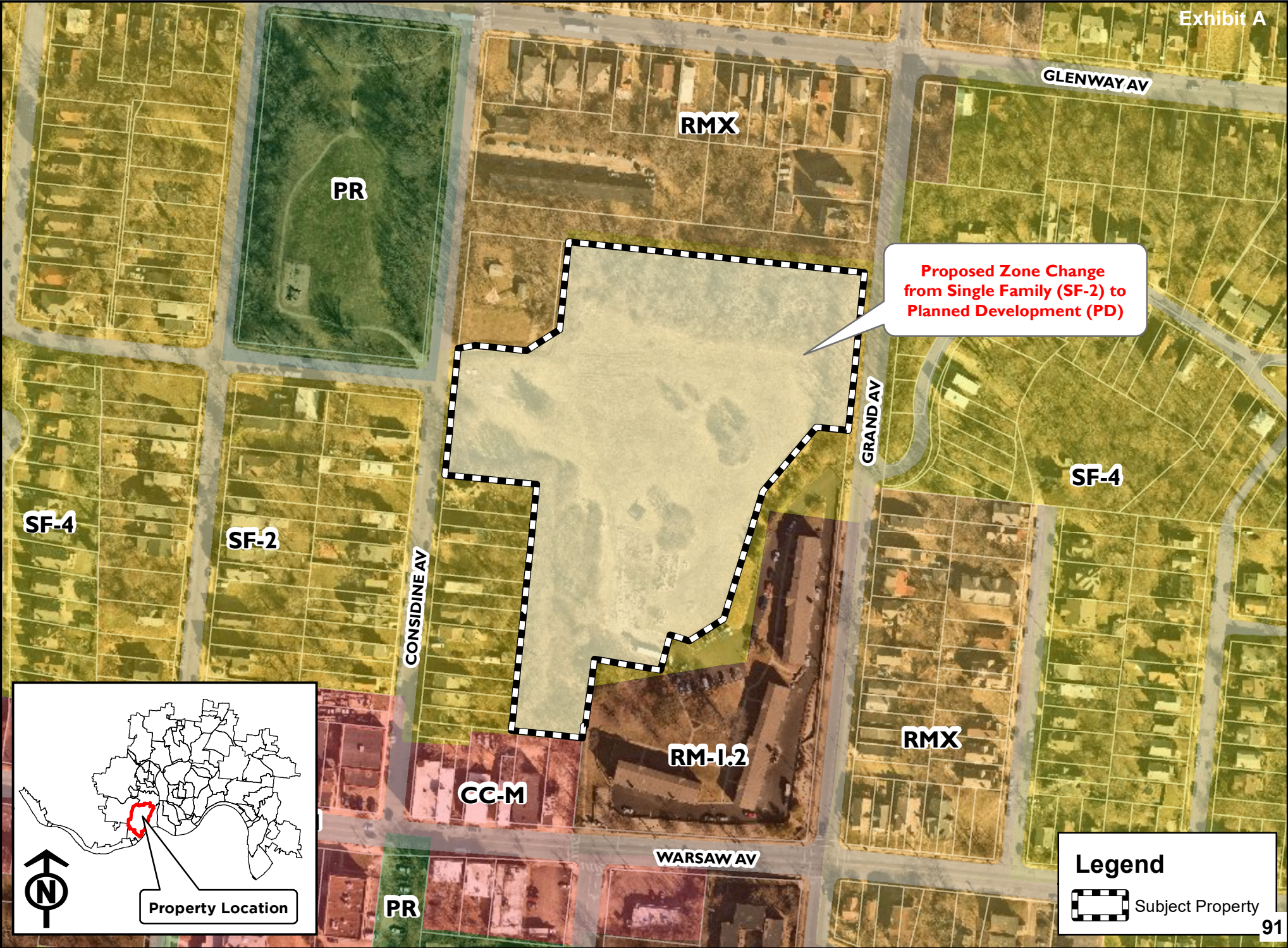
Gabrielle Couch, City Planner
Department of City Planning & Engagement

Approved:



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

Proposed Planned Development at 1048 Considine Avenue in East Price Hill



**PETITION FOR CHANGE OF ZONING OF PROPERTY
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: Oct 18, 2023

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the SF-2 Zone District to the PD Zone District.

Location of Property (Street Address): 1048 Considine Ave., Cincinnati, Ohio

Area Contained in Property (Excluding Streets): Approximately six acres

Present Use of Property: Vacant property

Proposed Use of Property & Reason for Change: Office, educational, agricultural/gardening, walking paths, playground

Property Owner's Signature: Joe Norton

Digitally signed by Joe Norton
Date: 2023.06.23 07:45:36 -04'00'

Name Typed: Joe Norton

Address: 1627 Western Avenue Cincinnati, OH 45214 Phone: (513) 617-3912

Agent Signature: David Kirk

Digitally signed by David Kirk
Date: 2023.06.22 11:57:48 -04'00'

Name Typed: Architects

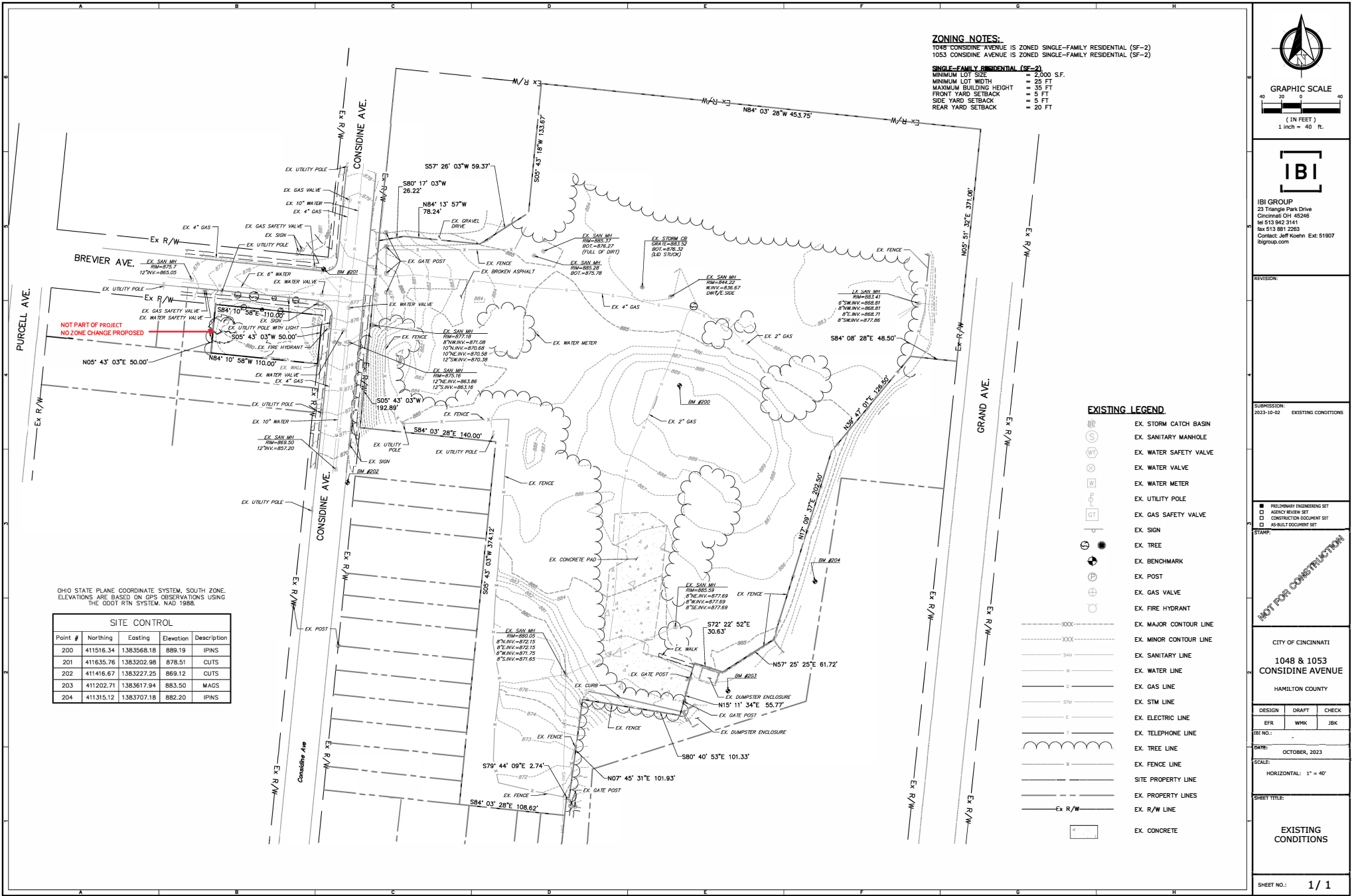
Address: 2616 Central Parkway, Cincinnati, Ohio Phone: 513-948-4146

Please Check if the Following Items are Attached

Application Fee X

Copies of Plat X

Copies of Metes and Bounds



CINCINNATI METROPOLITAN HOUSING AUTHORITY

6.864 ACRE PROPOSED REZONING

Situate in City of Cincinnati, Hamilton County, Ohio, being a 6.864 acre Proposed Rezone Area from Zone "SF-2" Single Family to "UM" Urban Mix, said 6.864 acre Proposed Rezone Area being comprised of parcels conveyed to Cincinnati Metropolitan Housing Authority and a portions of the right of ways of Considine Avenue, Brevier Avenue and Grand Avenue and being more particularly described as follows:

Beginning in a point in the intersection of the centerline of right of way of Grand Avenue and the southerly right of way of Seminary Avenue (an undeveloped street) extended easterly, said point being the **TRUE PLACE OF BEGINNING** of the Proposed Rezone Area herein described; thence the following 24 courses:

1. In said centerline of Grand Avenue, South 05° 51' 32" West, 239.49 feet to a point; thence
2. Leaving said centerline of Grand Avenue, North 84° 08' 28" West, 78.50 feet to a point; thence
3. South 39° 47' 01" West, 126.50 feet to a point; thence
4. South 17° 09' 37" West, 202.50 feet to a point; thence
5. South 57° 28' 25" West, 61.72 feet to a point; thence
6. North 72° 22' 52" West, 30.63 feet to a point; thence
7. South 15° 11' 34" West, 55.77 feet to a point; thence
8. North 80° 40' 53" West, 101.33 feet to a point; thence
9. South 07° 45' 31" West, 101.93 feet to a point; thence
10. North 79° 44' 09" West, 2.71 feet to a point; thence
11. South 05° 53' 32" West, 18.66 feet to a point; thence
12. North 84° 03' 28" West, 108.61 feet to a point; thence
13. North 05° 43' 03" East, 374.12 feet to a point; thence
14. North 84° 03' 28" West, 165.00 feet to a point in the centerline of right of way of Considine Avenue; thence
15. In said centerline of Considine Avenue, North 05° 43' 03" East, 60.75 feet to a point; thence
16. Leaving said centerline of Considine Avenue, North 84° 10' 58" West, 135.00 feet to a point; thence
17. North 05° 43' 03" East, 80.00 feet to the centerline of right of way of Brevier Avenue; thence
18. In said centerline of Brevier Avenue, South 84° 10' 58" East, 135.00 feet to said centerline of Considine Avenue; thence
19. In said centerline of Considine Avenue, North 05° 43' 03" East, 45.15 feet to a point; thence
20. Leaving said centerline of Considine Avenue, North 80° 17' 03" East, 52.16 feet to a point; thence
21. South 84° 13' 57" East, 78.24 feet to a point; thence
22. North 57° 26' 03" East, 59.37 feet to a point; thence
23. North 05° 43' 18" East, 133.67 feet to a point in the southerly right of way line of Seminary Avenue; thence
24. In said southerly right of way line of Seminary Avenue and then extended, South 84° 03' 28" East, 483.75 feet to the **TRUE PLACE OF BEGINNING** of the Proposed Rezone Area herein described.

Containing 6.864 acres.

This Description is for rezoning purposes only and is based on a field survey.



PROGRAM STATEMENT

Cincinnati Metropolitan Housing Authority (CMHA) is the current owner of the property at 1048 Considine Avenue. CMHA is in the process of selling the property to Santa Maria. The site is approximately 6.84 acres. The surrounding land uses are predominantly residential, including both single-family and multi-family, with a park to the northwest of the site and some commercial to the southwest. The northeast portion of the site is located within the Hillside Overlay District. The land is vacant and has been for over ten years. Previously the land contained several multi-family buildings owned by CMHA. The property is currently zoned "SF-2", Single Family District.

The land at 1048 Considine Ave. is projected to be used for the development of two buildings, one being a Community Service Facility (§ 1401-01-C16) operated by Santa Maria Community Services, an independent organization founded by Sisters of Charity. Santa Maria provides more than 2,500 individuals with educational tools and resources to build strong families, promote healthy residents and foster neighborhood revitalizations. The second building will be occupied by HeadStart that has a mission to engage and support children and families by providing the educational foundation that inspires life-long learning. The HeadStart building will be a Day Care Center (§ 1401-01-D) for approximately 200 students each day, ages from infant to 5 yrs. of age. Santa Maria will be splitting the site and selling a portion of the 6.84 acres of land to CAA/HeadStart for the new building. This will be considered a Major Subdivision. Construction of the new HeadStart building will follow Santa Maria in development, constituting a second phase.

Accessory uses associated with the development include raised gardens in partnership with the local 4H group; a playground servicing the Day Care Center; walking trails; and parking to service both buildings. Fencing, walls, and refuse and storage areas will be in compliance with the associated sections of the Cincinnati Municipal Code: §1421-33 "Fences and Walls," and §1421-35 "Refuse and Storage Areas."

It is proposed to change the current zoning SF-2 to "PD" Planned Development District. The PD zoning allows the integration of aligned services on a single site. The proposed zoning more appropriately addresses the future use of the site. The Santa Maria building will be between 24,000-29,000 square feet including two stories, not to exceed 45' in height. The HeadStart building will be between 20,000-30,000 square feet including two stories, not to exceed 40' in height.

There is approximately 80-90 parking spaces provided for the Santa Maria building and approximately 50-60 spaces for the HeadStart building. Parking will be in compliance with Sections 1425-25 "Off Street Parking and Loading Dimensions," and 1425-29 "Parking Lot Land Use" of the Cincinnati Municipal Code.

A signage plan will be submitted with the Final Development Plan and will follow the requirements of the Commercial Neighborhood – Mixed (CN-M) and Commercial Community – Mixed (CC-M) zoning districts (§ 1427-37 "Signs Standards for the C and UM Districts"). The East Price Hill Improvement Association Community Council (EPHIA) has written a letter in support of the development at 1048 Considine Ave., see attachment. EPHIA sees Santa Maria as a beneficial partner and resource for the Price Hill community.

Development on the Considine site will revitalize the property and area along with an infusion of dollars in the community.

ARCHITECTURE • INTERIOR DESIGN • PLANNING

CINCINNATI, OHIO • LEXINGTON, KENTUCKY

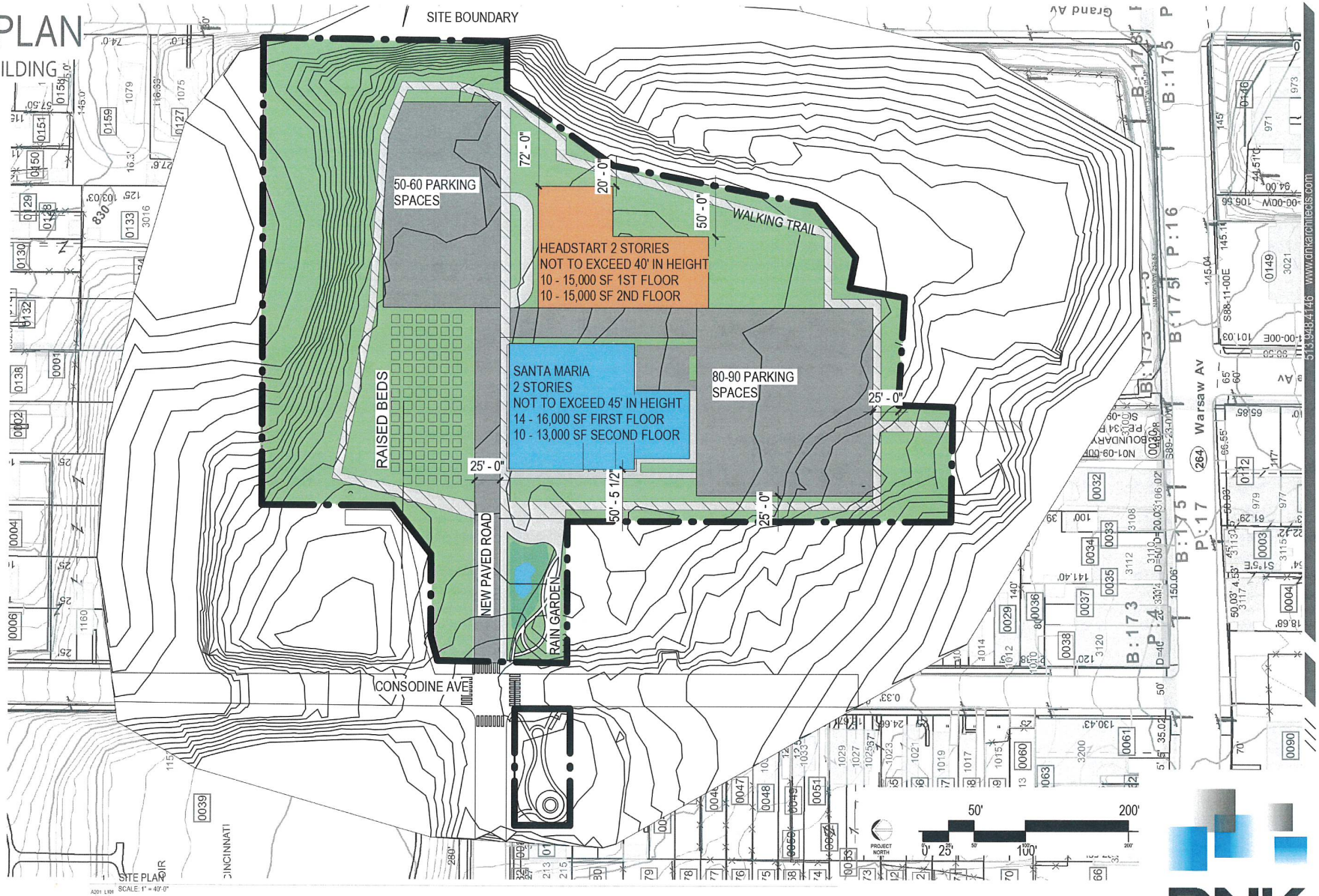
tel 513.948.4146 toll free 888.771.2195 fax 513.679.4712

www.dnkarchitects.com

SITE PLAN

OFFICE BUILDING

03/02/23



ARCHITECTURE INTERIOR DESIGN PLANNING LANDSCAPE ARCHITECTURE



Brigid Kelly, Hamilton County Auditor

generated on 12/20/2023 2:37:51 PM EST

Property Report

Parcel ID	Address	Index Order	Tax Year
173-0004-0165-00	1048 CONSIDINE AVE	Parcel Number	2022 Payable 2023

Property Information

Tax District	001 - CINTI CORP-CINTI CSD	Images/Sketches No images found.	
School District	CINCINNATI CSD		
Appraisal Area	03200 - EAST PRICE HILL Sales		
Owner Name and Address	CINCINNATI METROPOLITAN HOUSING AUTHORITY 1635 WESTERN AVE CINCINNATI OH 45214 (call 946-4015 if incorrect)	Auditor Land Use	645 - METROPOLITAN HOUSING AUTH
Assessed Value	0	Tax Bill Mail Address	CINCINNATI METROPOLITAN HOUSING AUTHORITY 1635 WESTERN AVE CINCINNATI OH 45214 (Questions? 946-4800 or treasurer.taxbills@hamilton-co.org)
Effective Tax Rate	0.000000	Total Tax	
Property Description CONSIDINE AVE 6.3242 AC 165 TH 168 PG 5-166 CONS			

Appraisal/Sales Summary

Year Built	
Total Rooms	
# Bedrooms	
# Full Bathrooms	
# Half Bathrooms	
Last Transfer Date	
Last Sale Amount	\$0
Conveyance Number	
Deed Type	
Deed Number	
# of Parcels Sold	
Acreage	0.830

Tax/Credit/Value Summary

Board of Revision	No
Rental Registration	No
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	No
Market Land Value	268,950
CAUV Value	0
Market Improvement Value	0
Market Total Value	268,950
TIF Value	0
Abated Value	0
Exempt Value	268,950
Taxes Paid	\$0.00
Tax as % of Total Value	0.000%

Notes

**2021 10/18 CG-PER C/U FOR TY 2022 VOID PAR 173-4-(14 TH 17 & 173-5-137)/NEW PAR 173-5-165-NEW BAL PAR 173-4-(165 TH 168, PG5-166)

2023 is a reappraisal year for Hamilton County. Please review your property's data and mailing addresses for accuracy. Email Auditor.Kelly@auditor.hamilton-co.org with any data or mailing address corrections.

Structure List

Structure Name	Use Code	Finished Sq. Ft.	Year Built
----------------	----------	------------------	------------

Proposed Levies

Levy	Levy Type	Mills	Current Annual Tax	Estimated Annual Tax	Note
Public Library of Cincinnati & Hamilton County	Renewal	1.00			C, D
Public Library of Cincinnati & Hamilton County	Increase	0.50			C, D
Hamilton County-Zoological Park Services & Facilities	Renewal	0.46			C

No Passed Levies Found

This is an estimated levy payment based on the current value of your property. Actual tax amounts per tax year may vary based on changes in property valuation and based on whether a parcel receives any abatement, credit, or reduction during the levy period.

Effective for the tax year 2005, Ohio's biennial budget bill, Amended Substitute House Bill 66, signed by the Governor on June 30, 2005, terminates the 10 percent real property tax rollback for the commercial and industrial classes of property, and agricultural property used for the commercial production of timber.

Effective for the tax year 2013, Ohio's biennial budget bill, House Bill 59, signed by the Governor on June 30, 2013, terminates the 10 percent real property tax rollback and the 2.5 percent homestead credit on all additional or replacement levies passed at the November 5, 2013 election or after. As a result of this legislation, those same levies will not qualify for the stadium tax credit.

Existing and renewal levies, as well as levies passed at the May 7,2013 and August 6, 2013 elections will qualify for the credits. Residential and most agricultural properties with qualifying levies will receive what is now the Non-Business Credit Rollback Factor. Owner occupied residential dwellings with qualifying levies will receive what is now the Owner Occupancy Credit Rollback Factor, as well as the stadium tax credit.

Transfer History

Year	Conveyance #	Selling Price	Transfer Date	Previous Owner	Current Owner
------	--------------	---------------	---------------	----------------	---------------

Value History

Tax Year	Assessed Date	Land	Improvements	Total	CAUV	Reason for Change
2022	2/17/2022	268,950	0	268,950	0	130 Annual Maintenance on Splits & Combines

Board of Revision Case History

Case Number	Date Filed	Withdrawn	**Counter Complaint Filed	*Hearing Date/Time	Value Challenged	Value Requested	Value Decided by BOR	***Date Resolved
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*Once your hearing has been scheduled, you will receive a **Notice of Hearing** by certified mail, and the Scheduled Hearing Date and Time will be populated on this page.

**A counter-complaint may be filed by a party with interest in the value of your property, such as the Board of Education, if you request a decrease of \$50,000 or more in market value.

***Please allow four to six weeks to receive your **Notice of Result** by certified mail and to see your result on this page. Your Notice will contain basic facts about appealing your Board of Revision decision, should you wish to do so.

Payment Information**JILL A. SCHILLER, TREASURER****Tax Overview**

Mail Payments to:	Hamilton County Treasurer 138 E. Court Street, Room 402 Cincinnati, Ohio 45202	Tax Lien Pending	No
		Tax Lien Sold	No
Tax District:	001 - CINTI CORP-CINTI CSD	Full Rate	0.000000
		Effective Rate	0.000000
Current Owner(s)	CINCINNATI METROPOLITAN HOUSING AUTHORITY	Non Business Credit	0.000000
		Owner Occupancy Credit	0.000000
Tax Bill Mail Address	CINCINNATI METROPOLITAN HOUSING AUTHORITY 1635 WESTERN AVE CINCINNATI OH 45214	Certified Delinquent Year	
		Delinquent Payment Plan	No
		TOP (Treasurer Optional Payment)	\$0.00
		Note: May represent multiple parcels	

Taxable Value

Land	0
Improvements	0
Total	0

Current Year Tax Detail

	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Real Estate			\$0.00		\$0.00	
Credit			\$0.00		\$0.00	
Subtotal			\$0.00		\$0.00	
Non Business Credit			\$0.00		\$0.00	
Owner Occupancy Credit			\$0.00		\$0.00	
Homestead			\$0.00		\$0.00	
Sales CR			\$0.00		\$0.00	
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest/Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Real Estate Paid	\$0.00		\$0.00		\$0.00	
Real Estate Owed	\$0.00		\$0.00		\$0.00	
Special Assess Paid	\$0.00		\$0.00		\$0.00	
Special Assess Owed	\$0.00		\$0.00		\$0.00	
Total Due	\$0.00		\$0.00		\$0.00	
Total Paid	\$0.00		\$0.00		\$0.00	
Unpaid Delq Contract	\$0.00		\$0.00		\$0.00	
Total Owed	\$0.00		\$0.00		\$0.00	

Payment Information for Current And Prior Year

Date	Half	Prior	1st Half	2nd Half	Surplus
-------------	-------------	--------------	-----------------	-----------------	----------------

Information believed accurate but not guaranteed. Treasurer disclaims liability for any errors or omissions

**Contact the County Treasurer with your tax bill questions at county.treasurer@hamilton-co.org
or 513-946-4800**

Tax Distribution Information

Market Value		Assessed Value (35%)		Tax Rate Information	
Land	0	Land	0	Full Tax Rate (mills)	0.000000
Building	0	Building	0	Reduction Factor	0.000000
Total	0	Total	0	Effective Tax Rate (mills)	0.000000
				Non Business Credit	0.000000
				Owner Occupancy Credit	0.000000

Tax Calculations**Half Year Tax Distributions**

Gross Real Estate Tax	\$0.00	School District	\$0.00
- Reduction Amount	\$0.00	Township	\$0.00
- Non Business Credit	\$0.00	City/Village	\$0.00
- Owner Occupancy Credit	\$0.00	Joint Vocational School	\$0.00
- Homestead	\$0.00	County General Fund	\$0.00
Half Year Real Taxes	\$0.00	Public Library	\$0.00
- Sales Tax Credit	\$0.00	Family Service/Treatment	\$0.00
+ Current Assessment	\$0.00	HLTH/Hospital Care-Indigent	\$0.00
+ Delinquent Assessment	\$0.00	Mental Health Levy	\$0.00
+ Delinquent Real Estate	\$0.00	Developmental Disabilities	\$0.00
Semi Annual Net	\$0.00	Park District	\$0.00
		Crime Information Center	\$0.00
		Children Services	\$0.00
		Senior Services	\$0.00
		Zoological Park	\$0.00

This shows the most recent tax bill calculation which normally occurs in early December and May. However, adjustments or corrections may have been applied to the tax bill after the initial tax calculation. Go to the Payment Detail tab to view any corrections or adjustments occurring after the initial tax calculation.

No photo available.					
No sketch available.					
Special Assessments					
Project	Ord/Res	Description	Certified	End Year	Payoff Amount
Related Names					
Name				Relationship	Status
CINCINNATI METROPOLITAN HOUSING AUTHORITY				Parcel Owner	Current
Detailed Name Information					
Full Name CINCINNATI METROPOLITAN HOUSING AUTHORITY			Type Parcel Owner		
Address 1635 WESTERN AVE CINCINNATI OH 45214			Mailing Flags [1st Half Tax Bill] [2nd Half Tax Bill] [Change Notice] [Delinquent Tax Bill] [Reduction Notice]		



July 13, 2023

Mr. H.A. Musser
 Santa Maria Community Services
 617 Steiner Avenue
 Cincinnati, Ohio 45204

Re: 1048 Considine Avenue | Santa Maria Community Services Development (P) -
(CPRE230040) Initial Comments and Recommendations

Dear Mr. Musser,

This **Preliminary Design Review** letter is to inform you that our Advisory-TEAM has reviewed your proposed project located at **1048 Considine Avenue** in the Community of East Price Hill. It is my understanding that you are proposing to redevelopment a piece of vacant land for the purposes of building a new office building for the Santa Maria Community Services, a Head Start building with a playground, agricultural / gardens, and walking paths on the property. Please see our initial feedback listed below. Thank you for developing within the City of Cincinnati.

City Planning & Engagement – Planning Division

Immediate Requirements to move forward with project:

1. **The proposed childcare and office uses are not permitted in the SF-2 zoning district. Planning staff recommends a zone change to a Planned Development (PD) for this project.**
2. Applications for a zone change to a PD should be submitted through the Department of City Planning and Engagement and will require a Concept Plan and Development Program Statement. All items outlined in Chapter 1429-09 of the Cincinnati Zoning Code must be submitted in conjunction with the application. Information and materials can be found at <https://bit.ly/ZoneChangePacket>.
3. Zone change process (approximately):
 - Public Staff Conference - 2-4 weeks
 - City Planning Commission - 4-6 weeks
 - City Council - 4-14 weeks
 - Final Development Plan Approval (PDs only) - 2-6 weeks

Requirements to obtain Permits:

1. Once the zone change, Concept Plan, and Development Program Statement are approved, a Final Development Plan is required to be approved by the City Planning Commission. This may be submitted concurrently with the zone change application.

Recommendations:

1. The Applicant should meet with the East Price Hill Community Council and adjacent property owners to discuss the project. Contact information for the community council can be found here: <https://bit.ly/CommunityCouncilContacts>
2. Letters of support are encouraged.

Contact:

- **Gabrielle Couch** | City Planning | 513-352-4882 | gabrielle.couch@cincinnati-oh.gov

City Planning & Engagement – Zoning Division

Immediate Requirements to move forward with project:

1. The proposed uses are a Community Service Facility and a Day Care Center. The subject property at 1048 Considine Ave is zoned SF-2. The SF-2 district does not permit the proposed uses. A zone change is required. Staff recommends following Planning's direction regarding zone changes. Zoning staff understands that Planning recommends pursuing a zone change to PD (Planned Development). The comments below are in response to the applicant's request for a zone change to Urban Mix (UM).
2. Applicant is requesting a Zone Change to UM. In the UM zoning district, a Day Care Center is a permitted use. A Community Service Facility requires Conditional Use approval. The Conditional Use process requires a public hearing with the Zoning Hearing Examiner and takes about 2 months. Multiple buildings on a lot is not permitted in the UM district. Zoning relief would be required to permit the proposed development. (Section 1410-05)
3. If the property is to be developed after a zone change to the UM zoning district, additional information will be required for a complete zoning review:
4. A community service facility requires 1 parking space for every 100sf. Please confirm the proposed square footage of the community service facility. A day care center requires 2 spaces per facility, plus 1 space for every 8 clients. Please confirm the proposed number of clients. (Section 1425-19)
5. Please note that a Type A Landscape buffer would be required between proposed UM zoning and adjacent SF and RM districts. A Type A landscape buffer must be at least 10ft wide with a 6ft screen fence.
6. Please submit elevations and note that the maximum height in the UM district is 45ft.
7. Please confirm the area dedicated for gardening. Note that a garden, when permitted as an accessory use, is limited to 20,000sf. More than 20,000sf of agricultural space is classified as a "Farm" and requires Conditional Use Approval.
8. Please confirm the proposed use of the corner lot across the street at 1053 Considine.

Requirements to obtain Permits:

- None

Recommendations:

1. Note that the northeast portion of the property is located within the Hillside Overlay District. The submitted site plan does not show any construction in this area. If construction is proposed in the future, it will be subject to the requirements Zoning Code Chapter 1433, "Hillside Overlay District."

Contact:

- **Matt Lascheid** | ZPE | 513-352-3964 | matthew.lascheid@cincinnati-oh.gov

Metropolitan Sewer District (MSD)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. Detention will be reviewed by Jeff Chen at jeff.chen@cincinnati-oh.gov or 513-244-1357 per Section 303 of the MSD Rules and Regulations. For additional site storm water requirements within the City of Cincinnati, contact the Stormwater Management Utility (SMU) at 513.591.5050.
2. An approved site utility plan will be required for each building to receive an approved permit.
3. Your project may change flow to a sewer overflow. Please complete the Request for Availability of Sewer Service Form online. The link to the online form can be found at http://www.msdbg.org/customer_care/development_services/index.html Email questions to MSDAvailability@cincinnati-oh.gov

Recommendations:

- None

Contact:

- **Jim Wood** | MSD | 513-352-4311 | jim.wood@cincinnati-oh.gov

Stormwater Management Utility (SMU)

Immediate requirements to move forward with project:

- None

Requirements to obtain Permits:

1. Detention
 - If detention is required by MSD, provide SMU with a copy of the follow items: approved detention calculations, drainage map, detailed drawing of detention control structure with elevations.
2. Storm Requirements
 - Calculations for storm water conveyance system, major storm calculations / flood routing
3. Utility Plan
 - Label all pipes materials.
 - In the public R/W, pipes to be DIP or RCP.
 - Show Top & Invert elevations for all Appurtenances.
 - Show slopes for all pipes.
 - Show downspouts ties to the sewer system. Add note "All downspouts to tie to the sewer system".
 - Curb cuts: driveway aprons at min. 5' away from SMU inlets.
 - Tie into Curb inlets are NOT PERMITTED.
4. Grading Plan
 - Grading must show existing and proposed contours.
 - Impervious surfaces are NOT permitted to drain towards adjacent properties.
 - Contours changes are NOT allowed to push more runoff towards adjacent properties (as compared to pre-development conditions).

- Runoff from all pavements must be captured and conveyed to the stormwater system. Only 800 sf of pavement may sheet flow to the public R/W.
- 5. Erosion & Sediment Control Plan is required. Refer to link: <https://cincinnati-oh.gov/stormwater/construction-and-design/standards/sediment-and-erosion-control/>
- 6. SMU Standards Plans Notes is required. Refer to link: <https://www.cincinnati-oh.gov/stormwater/construction-and-design/standards/smu-standard-plan-notes-april-2022/>
- 7. SMU will require an As-Built survey at the end of construction. The survey should include the following information:
 - State Plane Coordinates (N,E) for all MH's and Catch Basins.
 - Inverts and Top elevations for all MHs and Catch Basins.
 - Slopes, sizes, and materials for all storm lines.

Recommendation:

- None

Contact:

- **Kevin Gold** | SMU | 513-222-3643 | kevin.gold@gcww.cincinnati-oh.gov

Water Works

Immediate requirements to move forward with project:

- None

Requirements to obtain Permits:

1. A stamped and recorded consolidation plat is required before any new branch(es), or meter(s) sold.
2. The subject development has inactive water service line at the following property:

Address	Branch #	Size	Meter #	Size
1053 Considine Av.	H-29967	5/8" - FOD	**	Not useable; Lead on public and private side

** FOD - this inactive branch cannot be repurchased.

3. Each parcel will need to have its own water service branch. Water service lines are not to cross parcel lines.

Recommendations:

1. There is a 12" public water main north of Brevier Avenue in Considine Avenue and a 10" public water main south of Brevier Avenue in Considine Avenue.
2. The most recent flow test in Considine Ave was run in 2020 with a cumulative flow of 1,361gpm and static pressure of 60psi.
3. The Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded fire protection company and plumber to perform the private water service branch design work and installation.
4. The Owner(s)/Developer(s) must have a licensed fire protection company and plumber that is bonded and certified with GCWW and fill out the Online Branch application

<https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service.

Contact:

- **Rick Roell** | Water Works | 513-591-7858 | richard.roell@gcww.cincinnati-oh.gov

Fire Department

Immediate Requirements to move forward with project:

1. The minimum fire flow requirement for this project is 2,000 gallons/per/minutes (GPM) @ 20 pressure/per/square inch (psi) (138Kpa).
2. The closest Fire Hydrant currently to this project is 1053 Considine Avenue.

Requirements to obtain Permits:

1. A site plan will be needed to show that there are at least two readily accessible fire hydrants within 400' from all parts of the structures.
2. Fire Department Connections are to be within 50' of a fire hydrant.
3. Hydrants and FDC placement do not block fire apparatus access to the structures.
4. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet.
5. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus.
6. The weight of our apparatus is as follows:

Apparatus	Width	Length	Height	Weight	Front axle	Rear axle	Turn radius inside/outside
Ladder	10'	41'10"	11' 9"	70,000	21,600	48,000	35.45/39.25
Engine	10'	31'6"	9'5"	44,000	20,000	24,000	34'6"/41'6"
Ambulance	9' 4"	22'2"	9' 2"	18,500			34'/41'

7. Access Streets, Roadways or Driveways. (b) The surface shall be of sufficient strength and type to adequately support any fire division apparatus under any weather conditions.
8. Emergency Responder Radio Coverage is required for New or existing buildings 20,000 square feet or greater.

Recommendations:

- None

Contact:

- **Robert A. Hart** | Fire Dept. | 513-357-7597 | robert.hart@cincinnati-oh.gov

Office of Environmental Sustainability (OES)

Immediate Requirements to move forward with project:

- None

Requirements to obtain permits:

1. Commercial waste, including construction debris, generated during this development project must utilize a City franchised commercial waste collection service per Cincinnati

Municipal Code Chapter 730. Additional information can be found at <https://www.cincinnati-oh.gov/oes/commercial-waste-hauler-program/>.

2. If offsite sourced fill is to be placed onsite, then it must receive OES environmental approval when it exceeds 1,000 cubic yards as per City Municipal Code Chapters 1101 and 1031.
3. If this project is requesting funding incentives from the City, depending on the incentive, this project may require environmental approval from OES.

Recommendations:

1. The following recommendations are based on adopted City of Cincinnati environmental and sustainability policies:
 - a. The development design should consider the locally increasing storm intensities and its detrimental effects on hillside stability. A City resilience goal is to have no increase in storm damage remediation costs.
 - b. The development goal should be to earn at a minimum the LEED Certified rating level.
 - c. Rooftop solar should be considered in the design as a renewable energy source.
 - d. Site parking should include charging stations for electric vehicles.
 - e. Site areas designated for trash dumpsters should also have at least equal space designated for recycling dumpsters.
 - f. The use of trees in the landscape design should be included to enhance urban forestry.
 - g. The use of pervious surfaces should be maximized to the extent practical in the design.

Contact:

- **Amanda Testerman** | OES | 513-352-5310 | amanda.testerman@cincinnati-oh.gov

Parks Department (Urban Forestry)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. None.

Recommendations:

- None

Contact:

- **Matt Dickman** | Urban Forestry | 513-861-9070 | matt.dickman@cincinnati-oh.gov

Department of Transportation & Engineering (DOTE)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. A Traffic Impact Study will be required. Additional conditions and comments will be provided after the completion of the TIS.
2. A public street is not required and should be a private driveway. The private driveway shall be designed and constructed in compliance with B&I property site development code requirements.

3. 10' of right of way from the face of curb to the back of walk is needed on Considine, 5' sidewalk and 5' tree lawn.
4. Use City standard modified commercial driveway apron. The driveway needs to be 20'-24' wide.
5. Access to the site does need to align with Brevier Ave. as shown.
6. All work in the public right-of-way will require a separate DOTE permit.
7. Before submitting building permit applications, contact DTEaddress@cincinnati-oh.gov to have addresses assigned.

Recommendations:

- None

Contact:

- **Morgan Kolks** | DOTE | 513-335-7322 | morgan.kolks@cincinnati-oh.gov

Buildings & Inspections – Buildings

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. A geo-tech report will be required at the time of building permit submittal. A code analysis (use groups, type construction, height & area etc.) should be included with the permit.

Recommendations:

- None

Contact:

- **Art Dahlberg** | B&I Director | 513-352-2424 | art.dahlberg@cincinnati-oh.gov

Law Department

Immediate Requirements to move forward with project:

1. No comment at this time.

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- **Charles Martinez** | Law | 513-352-3359 | charles.martinez@cincinnati-oh.gov

Department of Community & Economic Development (DCED)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- **Robert Bertsch** | DCED | 513-352-3773 | robert.bertsch@cincinnati-oh.gov

Health Department

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. No need for Health to review project as proposed.

Recommendations:

- None

Contact:

- **Trisha Blake** | Health Dept. | 513-352-2447 | trisha.blake@cincinnati-oh.gov

Police Department

Immediate Requirements to move forward with project:

- None at this time.

Requirements to obtain Permits:

- No comments.

Recommendations:

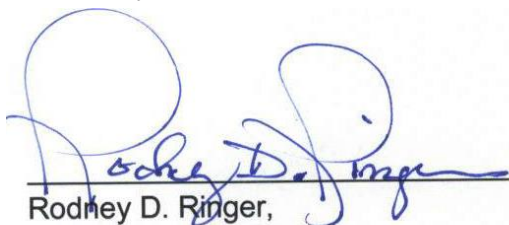
- None

Contact:

- **Katalin Howard** | Police Dept. | 513-352-3298 | katalin.howard@cincinnati-oh.gov
- **Brandon Kyle** | Police Dept. | brandon.kyle@cincinnati-oh.gov

This letter is not intended as the City's final approval of your project, but rather as an initial review and consultation to provide feedback from the City's various departments and to better coordinate between the City and developer. We hope you find this process both forthcoming and helpful.

Sincerely,



Rodney D. Ringer,
Development Manager

RDR: rdr



1048 Considine Avenue Zone Change Request

Community Support for Santa Maria Community Services' Application

Community Council

Santa Maria Community Services and its partners have presented regular updates over the past two years to the **East Price Hill Improvement Association** ("EPHIA"), and this organization has been completely supportive of Santa Maria's specific plan to redevelop 1048 Considine Avenue. In fact, it was the President of EPHIA, Sheila Rosenthal, who originally suggested that Santa Maria explore this property as a potential site for this development. EPHIA meetings are open to the public and all residents/business owners are encouraged to attend.

Adjacent Property Owners

Santa Maria Community Services has been working for more than two years with **Cincinnati Metropolitan Housing Authority**, the current owner of 1048 Considine and Horizon Hills Apartments adjacent to 1048 Considine. Horizon Hills Apartments are just East and South of 1048 Considine. CMHA is fully supportive of the application and, in fact, because they are the current owner of the property, they made the formal request on Santa Maria's behalf. CMHA is willing to sell the property to Santa Maria because our respective missions and purposes align, so CHMA is supportive.

Price Hill Will is another adjacent property owner. They have just redeveloped the Warsaw Avenue Creative Campus in the 3100 block of Warsaw Avenue, and they are one of the co-developers on Santa Maria's project, which will be adjacent to and just of the North of the Warsaw Avenue Creative Campus.

The **Cincinnati Parks** department owns Glenway Park, adjacent to and just West of 1048 Considine Avenue. Santa Maria participated in a community engagement session related to Glenway Park earlier this year where Santa Maria's project was discussed at the Firehouse on Warsaw Avenue. Santa Maria and its partners have since met with the Cincinnati Parks Director, Jason Barron as well as the leadership of the **Cincinnati Parks Foundation**, all of whom are supportive of our plan and with whom Santa Maria is exploring ways to partner going forward.

PRESIDENT & CEO
H.A. Musser, Jr.
MA, MSW

BOARD OF DIRECTORS **Chair**

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Johnson & Johnson

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Fifth Third Bank

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617 Steiner Avenue
Cincinnati, OH 45204

Early Childhood Development, Health and Wellness, & Stable Families
3301 Warsaw Avenue
Cincinnati, OH 45205

Education Advancement, Employment Assistance, & Financial Stability
3208 Warsaw Avenue
Cincinnati, OH 45205

Youth Development at the Joe Williams Family Center
2312 Glenway Avenue
Cincinnati, OH 45204

513-557-2700
SantaMaria-Cincy.org
@SantaMariaCincy



FUNDED IN PART BY
CITY OF
CINCINNATI



Workforce Council
of Southwest Ohio

SERVE OHIO
Ohio Commission on Service and Volunteerism



AmeriCorps

JFS
Jewish Family Service
JOB & FAMILY SERVICES





EPHIA
 PO Box 5420
 Cincinnati, Ohio 45205
 513-341-8430
info@ephia.org
eastpricehill.org

November 15, 2021

To Whom It May Concern:

The East Price Hill Improvement Association Community Council (EPHIA) wishes to express support of Santa Maria Community Services' project to construct a new building in Price Hill which will integrate into a single location all their client services, partners and operations which are currently spread across multiple locations in the community.

We are extremely proud that the Price Hill community is one of the oldest, largest, and most diverse neighborhoods in Cincinnati. Our community faces many challenges which impact our residents and families, including a lack of kindergarten readiness, low high school graduation rates, high incidences of chronic disease, and addiction/drug use, and limited availability of quality affordable housing. The growing needs of our residents and families continue to outstrip the capacities of available effective programming due to the historic lack of investment in addressing these needs in our community.

Santa Maria has been a beneficial partner and resource for the Price Hill community since 1966 and works to address the issues which impact our residents. Santa Maria provides free educational tools and resources that support early childhood development, educational advancement, financial stability, workforce development and much more. This small organization makes an enormous impact in our neighborhood, and now has the opportunity to grow and strengthen the impact of their holistic, family-centered approach and programs by integrating all their services and partners under one roof. To do so, they desperately need the right infrastructure in place.

The East Price Hill Improvement Association Community Council partners with and shares Santa Maria Community Services' interest, concern, and efforts to address the needs of our residents. Our interests and concerns align particularly around mitigating and addressing those social, educational, and familial issues which negatively impact the lives and futures of our residents because once those problems are established and chronic, they negatively impact the wider community which EPHIA works to support, improve, and advance.

Our organization has a long-standing commitment and partnership with Santa Maria, and we strongly believe that their plans to bring all services and operations under one roof will allow

Santa Maria to help more people lead healthy, stable, and fulfilling lives which will result in a healthier, more stable, positive, and equitable community. We see this development as an opportunity for both Santa Maria and for the Price Hill community to potentially address multiple community issues and anticipate a tremendous impact from the construction of this project.

EPHIA asks that you give your full consideration and support to Santa Maria's request for state capital funding so we can invest in and strengthen Price Hill together. We appreciate your time and attention to this request and are happy to provide additional information if needed.

Sincerely,

A handwritten signature in dark ink, reading "Sheila K. Rosenthal". The signature is fluid and cursive, with the first name "Sheila" being more prominent.

Sheila Rosenthal
President

February 7, 2024

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

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

AMENDING the official zoning map of the City of Cincinnati to rezone certain real property in the area generally located at 1048 Considine Avenue in the East Price Hill neighborhood from the SF-2, "Single-family," zoning district to Planned Development District No. 101, "Santa Maria Community Services."

Summary:

The Cincinnati Metropolitan Housing Authority (CMHA) is requesting a zone change at 1048 Considine Avenue on behalf of Santa Maria Community Services. The request is to change the zoning from Single Family (SF-2) to a Planned Development (PD) district for the purpose of constructing two buildings: new offices for Santa Maria and a Cincinnati/Hamilton County Community Action Agency HeadStart.

The City Planning Commission recommended the following on January 19, 2024 to City Council:

1. **ACCEPT** the Concept Plan and Development Program Statement as submitted; and
2. **ADOPT** the Department of City Planning and Engagement Findings as detailed on page 7 of the staff report; and
3. **APPROVE** the proposed zone change from Single-Family Residential (SF-2) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 1048 Considine Avenue in East Price Hill.

Motion to Approve: Ms. Kearney
Seconded: Mr. Eby

Ayes: Ms. Beltran
Mr. Eby
Ms. Kearney
Mr. Samad
Ms. Sesler
Mr. Stallworth
Mr. Weber

THE CITY PLANNING COMMISSION



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

February 7, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Department of Buildings & Inspections: Ohio Department of Development (ODOD) Demolition and Site Revitalization Grant**

202400411

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate grant resources of up to \$615,000 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation to the Department of Buildings and Inspections Hazard Abatement Fund non-personnel operating budget account no. 347x212x7600 to reimburse the Department of Buildings and Inspections for building demolition and site revitalization projects; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Hazard Abatement Fund 347 revenue account no. 347x8538.

Approval of this Emergency Ordinance would authorize the City Manager to accept and appropriate grant resources of up to \$615,000 from the Ohio Department of Development (ODOD) through the Hamilton County Land Reutilization Corporation to the Department of Buildings and Inspections Hazard Abatement Fund non-personnel operating budget account no. 347x212x7600 to reimburse the Department of Buildings and Inspections for building demolition and site revitalization projects. This Emergency Ordinance also authorizes the Finance Director to deposit the grant resources into Hazard Abatement Fund 347 revenue account no. 347x8538.

The Hamilton County Land Reutilization Corporation applied for the ODOD Demolition and Site Revitalization Grant in December 2021, and subsequently entered a Subrecipient Agreement with the Department of Buildings and Inspections to reimburse expenses of certain building demolition and site revitalization projects.

There are no new FTEs/full time equivalents or matching funds associated with the grant.

Utilizing grant resources to reimburse completed building demolition and site revitalization projects is in accordance with the “Sustain” goal to “[m]anage our financial resources” and strategy to “[s]pend public funds more strategically” as described on pages 199-205 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

KKF

- 2024

AUTHORIZING the City Manager to accept and appropriate grant resources of up to \$615,000 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation to the Department of Buildings and Inspections Hazard Abatement Fund non-personnel operating budget account no. 347x212x7600 to reimburse the Department of Buildings and Inspections for building demolition and site revitalization projects; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Hazard Abatement Fund 347 revenue account no. 347x8538.

WHEREAS, the Hamilton County Land Utilization Corporation applied for the Demolition and Site Revitalization Grant in December 2021, and subsequently entered into a Subrecipient Agreement with the City of Cincinnati in November 2022 to reimburse the Department of Buildings and Inspections for building demolition and site revitalization projects as outlined in the original grant agreement; and

WHEREAS, no grant funds will be accepted without approval by Council; and

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

WHEREAS, utilizing grant resources to reimburse completed building demolition and site revitalization projects is in accordance with the “Sustain” goal to “[m]anage our financial resources” and strategy to “[s]pend public funds more strategically” as described on pages 199-205 of Plan Cincinnati (2012); now, therefore;

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

Section 1. That the City Manager is authorized to accept and appropriate grant resources of up to \$615,000 from the Ohio Department of Development through the Hamilton County Land Reutilization Corporation to the Department of Buildings and Inspections Hazard Abatement Fund non-personnel operating budget account no. 347x212x7600 to reimburse the Department of Buildings and Inspections for building demolition and site revitalization projects.

Section 2. That Council authorizes the Director of Finance to deposit the grant funds into Hazard Abatement Fund 347 revenue account no. 347x8538.

{00396695-9}

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the grant resources in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 7, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202400414

**Subject: Ordinance – GCWW: Amending Ordinance No. 0182-2023 – OEPA
Lead Line Replacement Loan Funding**

Attached is an Ordinance captioned:

AMENDING Ordinance No. 182-2023 to add a schedule of water main and private lead service line branch-only replacement projects to be funded by Water Supply Revolving Loan Account loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority, including the Fairview, Graham, Probasco water main project.

Ordinance No. 0182-2023 authorized the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the amount of up to \$10,000,000 from the Ohio Environmental Protection Agency (OEPA) and the Ohio Water Development Authority (OWDA) for the purpose of assisting with the cost of private lead service line replacement projects.

Ordinance No. 0182-2023 indicated that the loan funding will be used by Greater Cincinnati Water Works (“GCWW”), for numerous private lead service line replacements including the Apple, Cooper, Hanfield; Burch, East Hill, Shaw; Cappel, Carnation, Clearview, Hermosa; Carson, Del Monte, Fairbanks; CUF-McMicken, Tafel, Enslin; Fire Flow Collection; Hyde Park-Erie, Burch, Mooney; and McMillan, Wm. H. Taft, Auburn, Classen, Scioto, Dennis, Calhoun water main projects as part of GCWW’s water main replacement program, as well as the Beech, Eighth, St. Lawrence; and Jonathan, Ruth, Woodburn private lead service line branch-only replacement projects.

However, it has been determined that the Fairview, Graham, Probasco water main project should also have been included in Ordinance No. 0182-2023 as an intended recipient of the loan funding. Therefore, it is desirable to amend Ordinance No. 0182-2023 to add a schedule of approved water main projects, including the Fairview, Graham, Probasco water main project. The proposed projects to be funded are identified on the attached Schedule of Projects referenced as Attachment A.

The Administration recommends passage of this Ordinance.

cc: Cathy Bailey, GCWW, Executive Director
Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachment

AMENDING Ordinance No. 182-2023 to add a schedule of water main and private lead service line branch-only replacement projects to be funded by Water Supply Revolving Loan Account loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority, including the Fairview, Graham, Probasco water main project.

WHEREAS, Ordinance No. 182-2023 authorized the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the amount of up to \$10,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of assisting with the cost of private lead service line replacement projects; and

WHEREAS, Ordinance No. 182-2023 indicated that the loan funding will be used by Greater Cincinnati Water Works (“GCWW”), for numerous private lead service line replacements including the Apple, Cooper, Hanfield; Burch, East Hill, Shaw; Cappel, Carnation, Clearview, Hermosa; Carson, Del Monte, Fairbanks; CUF-McMicken, Tafel, Enslin; Fire Flow Collection; Hyde Park-Erie, Burch, Mooney; and McMillan, Wm. H. Taft, Auburn, Classen, Scioto, Dennis, Calhoun water main projects as part of GCWW’s water main replacement program, as well as the Beech, Eighth, St. Lawrence; and Jonathan, Ruth, Woodburn private lead service line branch-only replacement projects; and

WHEREAS, it has been determined that the Fairview, Graham, Probasco water main project should also have been included in Ordinance No. 182-2023 as a recipient of the loan funding; and

WHEREAS, it is desirable to amend Ordinance No. 182-2023 to include the Fairview, Graham, Probasco water main project as a funding recipient; now, therefore,

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

Section 1. That Section 1 of Ordinance 182-2023, approved by Council on June 1, 2023, is amended as follows:

Section 1. That the City Manager or her designee is hereby authorized to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the amount of up to \$10,000,000, comprised of up to \$5,300,000 in principal forgiveness and \$4,700,000 in zero-interest loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing private lead service lines within the utility’s service area. The proposed projects to be funded are identified on the attached Schedule of Projects attached hereto as Attachment A and incorporated by reference.

Section 2. That all terms of Ordinance 182-2023 not amended by this ordinance remain in full force and effect.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

New language underscored.

*SCHEDULE OF PROJECTS – OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT
RECIPIENTS*

Project List

Water Main Replacement:

1. Apple, Cooper, Hanfield
2. Burch, East Hill, Shaw
3. Cappel, Carnation, Clearview, Hermosa
4. Carson, Del Monte, Fairbanks
5. CUF, McMicken, Tafel, Enslin
6. Fairview, Graham, Probasco
7. Fire Flow Collection
8. Hyde Park-Erie, Burch, Mooney
9. McMillan, Wm. H. Taft, Auburn, Classen, Scioto, Dennis, Calhoun

Private Lead Service Line Branch-Only Replacement:

1. Beech, Eighth, St. Lawrence
2. Jonathan, Ruth, Woodburn

February 7, 2024

To: Mayor and Members of City Council

202400415

From: Sheryl M. M. Long, City Manager

**Subject: Ordinance – GCWW: Amending Ordinance No. 0181-2023 – OEPA
Water Main Replacement Loan Funding**

Attached is an Ordinance captioned:

AMENDING Ordinance No. 181-2023 to add a schedule of water main projects to be funded by Water Supply Revolving Loan Account loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority, including the Fairview, Graham, Probasco water main project.

Ordinance No. 0181-2023 authorized the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the amount of up to \$25,000,000 from the Ohio Environmental Protection Agency (OEPA) and the Ohio Water Development Authority (OWDA) for the purpose of providing resources for replacing aging water mains.

Ordinance No. 0181-2023 indicated that the loan funding will be used by Greater Cincinnati Water Works (“GCWW”) for numerous water main projects, including the Apple, Cooper, Hanfield; Burch, East Hill, Shaw; Cappel, Carnation, Clearview, Hermosa; Carson, Del Monte, Fairbanks; CUF-McMicken, Tafel, Enslin; Fire Flow Collection; Hyde Park-Erie, Burch, Mooney; and McMillan, Wm. H. Taft, Auburn, Classen, Scioto, Dennis, Calhoun water main projects.

However, it has been determined that the Fairview, Graham, Probasco water main project should also have been included in Ordinance No. 0181-2023 as an intended recipient of the loan funding. Therefore, it is desirable to amend Ordinance No. 0181-2023 to add a schedule of approved water main projects, including the Fairview, Graham, Probasco water main project.

The proposed projects to be funded are identified on the attached Schedule of Projects referenced as Attachment A.

The Administration recommends passage of this Ordinance.

cc: Cathy Bailey, GCWW, Executive Director
Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachment

AMENDING Ordinance No. 181-2023 to add a schedule of water main projects to be funded by Water Supply Revolving Loan Account loan funding from the Ohio Environmental Protection Agency and the Ohio Water Development Authority, including the Fairview, Graham, Probasco water main project.

WHEREAS, Ordinance No. 181-2023 authorized the City Manager or her designee to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the amount of up to \$25,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of providing resources for replacing aging water mains; and

WHEREAS, Ordinance No. 181-2023 indicated that the loan funding will be used by Greater Cincinnati Water Works (“GCWW”) for numerous water main projects, including the Apple, Cooper, Hanfield; Burch, East Hill, Shaw; Cappel, Carnation, Clearview, Hermosa; Carson, Del Monte, Fairbanks; CUF-McMicken, Tafel, Enslin; Fire Flow Collection; Hyde Park-Erie, Burch, Mooney; and McMillan, Wm. H. Taft, Auburn, Classen, Scioto, Dennis, Calhoun water main projects; and

WHEREAS, it has been determined that the Fairview, Graham, Probasco water main project should also have been included in Ordinance No. 181-2023 as an intended recipient of the loan funding; and

WHEREAS, it is desirable to amend Ordinance No. 181-2023 to add a schedule of approved water main projects, including the Fairview, Graham, Probasco water main project; now, therefore,

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

Section 1. That Section 1 of Ordinance No. 181-2023, approved by Council on June 1, 2023, is amended as follows:

Section 1. That the City Manager or her designee is hereby authorized to apply for, accept, and appropriate Water Supply Revolving Loan Account loan funding in the amount of up to \$25,000,000 from the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the purpose of replacing aging water mains. The proposed projects to be funded are identified on the attached Schedule of Projects attached hereto as Attachment A and incorporated by reference.

Section 2. That all terms of Ordinance No. 181-2023 not amended by this ordinance remain in full force and effect.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

New language underscored.

*SCHEDULE OF PROJECTS- OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT
RECIPIENTS*

Project List

1. Apple, Cooper, Hanfield
2. Burch, East Hill, Shaw
3. Cappel, Carnation, Clearview, Hermosa
4. Carson, Del Monte, Fairbanks
5. CUF, McMicken, Tafel, Enslin
6. Fairview, Graham, Probasco
7. Fire Flow Collection
8. Hyde Park-Erie, Burch, Mooney
9. McMillan, Wm. H. Taft, Auburn, Classen, Scioto, Dennis, Calhoun

February 7, 2024

To: Mayor and Members of City Council 202400416

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Citywide In-Kind Donation Authorization**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept donations of in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support City of Cincinnati programming and services.

Approval of this Emergency Ordinance would authorize the City Manager to accept donations of in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support City of Cincinnati programming and services.

City departments and their employees often receive small dollar-value in-kind donations from the community in support of various City programs and services. This Emergency Ordinance establishes a threshold under which City departments can accept in-kind donations without prior discrete City Council approval. In-kind donations individually valued above the established maximums, requests for the solicitation of donations, donations to be used for City capital improvements, and monetary donations of any value, except for those authorized by prior Ordinance No. 0317-2023, will be prepared as separate Ordinances for City Council approval.

Individual departments will track in-kind donations and provide quarterly reports to the City Manager and the City Council regarding donations received in accordance with the parameters of the ordinance.

The acceptance of in-kind donations pursuant to these parameters is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207 - 212 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and track in-kind donations and promote administrative and legislative efficiencies.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



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AUTHORIZING the City Manager to accept donations of in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support City of Cincinnati programming and services.

WHEREAS, City departments and their employees often receive minor in-kind donations from the community in support of various City programs and services; and

WHEREAS, Council desires to establish parameters under which City departments may accept in-kind donations without prior discrete Council approval, which will promote administrative and legislative efficiencies; and

WHEREAS, City departments are authorized to accept donations of in-kind contributions from the Cincinnati business community, individual benefactors, and other appropriate sources valued individually at up to \$5,000 to support City programming and services; and

WHEREAS, Council will continue to approve discrete ordinances for in-kind donations individually valued above the established maximum, requests for the solicitation of donations, donations to be used for City capital improvements, and monetary donations of any value except for those authorized by Ordinance No. 317-2023; and

WHEREAS, individual departments will track in-kind donations and will provide reports on a quarterly basis to the City Manager and Council regarding in-kind donations received in accordance with the parameters established by this ordinance; and

WHEREAS, Ordinance No. 317-2023 authorizes the City Manager to accept donations of money and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 for the purpose of supporting Cincinnati Recreation Commission programming and services, and this citywide ordinance does not amend or supersede Ordinance No. 317-2023; and

WHEREAS, acceptance of in-kind donations pursuant to these parameters is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 207 - 212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager and employees of City departments are authorized to accept donations of in-kind contributions from the Cincinnati business community, individual

benefactors, and other appropriate sources valued individually at up to \$5,000 to support City programming and services, which will promote administrative and legislative efficiencies.

Section 2. That this ordinance does not amend or supersede Ordinance No. 317-2023, which authorizes the City Manager to accept donations of money and in-kind contributions from the Cincinnati Recreation Foundation valued individually at up to \$20,000 to support Cincinnati Recreation Commission programming and services.

Section 3. That the proper City officials are authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2, including having the City Manager approve policies and procedures to implement this policy, such as determining appropriate in-kind donations and identifying appropriate sources of donations.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept and track in-kind donations and promote administrative and legislative efficiencies.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 7, 2024

202400417

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DOTE: Streetcar OTP2 and FTA Grants

Attached is an Emergency Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant,” to provide resources for additional streetcar vehicle parking; **AUTHORIZING** the City Manager to accept a grant of up to \$975,000 from the Ohio Department of Transportation Ohio Transit Partnership Program (“OTP2”) (ALN 20.205) to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system; **AUTHORIZING** the appropriation of up to \$900,000 in OTP2 grant resources to newly established capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant”; **AUTHORIZING** the Director of Finance to deposit up to \$900,000 in OTP2 grant resources into capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant”; **AUTHORIZING** the appropriation of up to \$75,000 in OTP2 grant resources to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide streetcar preventative maintenance support; **AUTHORIZING** the Director of Finance to deposit up to \$75,000 in OTP2 grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; **AUTHORIZING** the City Manager to accept and appropriate grant resources of up to \$272,136 from the Federal Transit Administration Urbanized Area Formula Funding (“FTA UAFF”) program (49 U.S.C. 5307) (ALN 20.507) to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide resources for streetcar preventative maintenance support; **AUTHORIZING** the Director of Finance to deposit up to \$272,136 in FTA UAFF grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Approval of this Emergency Ordinance authorizes the following:

1. the establishment of capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant,” to provide resources for additional streetcar vehicle parking;
2. the City Manager to accept a grant of up to \$975,000 from the Ohio Department of Transportation Ohio Transit Partnership Program (“OTP2”) (ALN 20.205) to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system;
3. the City Manager to appropriate an amount up to \$900,000 in OTP2 grant resources to newly established capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant”;

4. the Director of Finance to deposit up to \$900,000 in OTP2 grant resources into capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant”;
5. the City Manager to appropriate up to \$75,000 in OTP2 grant resources to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 for the purpose of providing streetcar preventative maintenance support;
6. the Director of Finance to deposit up to \$75,000 in OTP2 grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554;
7. the City Manager to accept and appropriate grant resources in an amount up to \$272,136 from the Federal Transit Administration Urbanized Area Formula Funding (“FTA UAFF”) program (49 U.S.C. 5307) (ALN 20.507) to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide resources for streetcar preventative maintenance support;
8. the Director of Finance to deposit up to \$272,136 in FTA UAFF grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; and
9. the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

On June 14, 2023, the City Council approved Ordinance No. 0227-2023, which authorized the City Manager to apply for grant resources up to \$4,291,000 from the OTP2 to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system. The City was awarded OTP2 grant resources up to \$975,000, and City Council authorization is required to accept the grant resources.

The FTA UAFF provides federal resources to urbanized areas for transit-related capital and operating assistance and for transportation planning. The City receives annual funding from the FTA UAFF for streetcar preventative maintenance support, which requires City Council authorization to be accepted.

The OTP2 grant requires a twenty percent local match for preventative maintenance, which will be met using resources currently available in Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 and which are anticipated to be offset by State of Ohio Transportation Development Credits. The FTA UAFF grant also requires a twenty percent local match, which will be met using resources currently available in Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200. No new FTEs/full time equivalents are required for either grant.

Utilizing OTP2 and FTA UAFF grant resources to support the streetcar is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as described on page 129 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept federal and state grant resources in order to begin projects within the State of Ohio’s FY 2024 budget cycle.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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- 2024

ESTABLISHING new capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant,” to provide resources for additional streetcar vehicle parking; **AUTHORIZING** the City Manager to accept a grant of up to \$975,000 from the Ohio Department of Transportation Ohio Transit Partnership Program (“OTP2”) (ALN 20.205) to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system; **AUTHORIZING** the appropriation of up to \$900,000 in OTP2 grant resources to newly established capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant”; **AUTHORIZING** the Director of Finance to deposit up to \$900,000 in OTP2 grant resources into capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant”; **AUTHORIZING** the appropriation of up to \$75,000 in OTP2 grant resources to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide streetcar preventative maintenance support; **AUTHORIZING** the Director of Finance to deposit up to \$75,000 in OTP2 grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; **AUTHORIZING** the City Manager to accept and appropriate grant resources of up to \$272,136 from the Federal Transit Administration Urbanized Area Formula Funding (“FTA UAFF”) program (49 U.S.C. 5307) (ALN 20.507) to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide resources for streetcar preventative maintenance support; **AUTHORIZING** the Director of Finance to deposit up to \$272,136 in FTA UAFF grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on June 14, 2023, Council approved Ordinance No. 227-2023, which authorized the City Manager to apply for grant resources of up to \$4,291,000 from the Ohio Transit Partnership Program (“OTP2”) (ALN 20.205), awarded by the Ohio Department of Transportation, to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system; and

WHEREAS, the City was awarded OTP2 grant resources of up to \$975,000; and

WHEREAS, the Federal Transit Administration Urbanized Area Formula Funding (“FTA UAFF”) program (49 U.S.C. 5307) (ALN 20.507) provides federal resources to urbanized areas for transit-related capital and operating assistance and for transportation planning; and

WHEREAS, the City receives annual funding from the FTA UAFF for streetcar preventative maintenance support; and

WHEREAS, the OTP2 grant requires a twenty percent local match for preventative maintenance, which will be met using resources currently available in Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 and which are anticipated to be offset by State of Ohio Transportation Development Credits; and

WHEREAS, the FTA UAFF grant also requires a twenty percent local match, which will be met using resources currently available in Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200; and

WHEREAS, there are no new FTEs/full time equivalents associated with these grants; and

WHEREAS, utilizing OTP2 and FTA UAFF grant resources to support the streetcar is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as described on page 129 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant,” to provide resources for additional streetcar vehicle parking.

Section 2. That the City Manager is authorized to accept grant resources of up to \$975,000 from the Ohio Department Transportation Ohio Transit Partnership Program (“OTP2”) (ALN 20.205) to provide resources for preventative maintenance, equipment, and facility and technology upgrades for the streetcar system.

Section 3. That the appropriation of up to \$900,000 in OTP2 grant resources to newly established capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant,” is authorized.

Section 4. That the Director of Finance is authorized to deposit up to \$900,000 in OTP2 grant resources into capital improvement program project account no. 980x236x242385, “Streetcar Track 5 Extension – OTP2 Grant.”

Section 5. That the appropriation of up to \$75,000 in OTP2 grant resources to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide streetcar preventative maintenance support is authorized.

Section 6. That the Director of Finance is authorized to deposit up to \$75,000 in OTP2 grant resources into Streetcar Operations Fund 455 revenue account no. 455x8554.

Section 7. That the City Manager is authorized to accept and appropriate grant resources of up to \$272,136 from the Federal Transit Administration Urbanized Area Formula Funding (“FTA UAFF”) program (49 U.S.C. 5307) (ALN 20.507) to Streetcar Operations Fund non-personnel operating budget account no. 455x236x7200 to provide resources for streetcar preventative maintenance support.

Section 8. That the Director of Finance is authorized to deposit grant resources of up to \$272,136 from the FTA UAFF into Streetcar Operations Fund 455 revenue account no. 455x8554.

Section 9. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

Section 10. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grants and Sections 1 through 9.

Section 11. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept federal and state grant resources in order to begin projects within the State of Ohio’s FY 2024 budget cycle.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 7, 2024

To: Mayor and Members of City Council

202400418

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Department of Buildings and Inspections:
Amending Ordinance No. 0072-1994**

Attached is an Emergency Ordinance captioned:

AMENDING Ordinance No. 72-1994, which established Vacant Building Maintenance Fund 347 and identified revenue sources and permissible uses of the fund's resources, as subsequently amended by Ordinance Nos. 294-2007, 273-2012, 102-2017, and 436-2019, which cumulatively changed the name of the fund to Hazard Abatement Fund 347 and expanded the fund's revenue sources and permissible uses, to further expand the permissible revenue sources for Hazard Abatement Fund 347 to include federal, state, local, and private grant resources.

Approval of this Emergency Ordinance would amend prior Ordinance No. 0072-1994, which established Vacant Building Maintenance Fund 347 and identified revenue sources and permissible uses of the fund's resources, as subsequently amended by Ordinance Nos. 0294-2007, 0273-2012, 0102-2017, and 0436-2019, to expand permissible revenue sources of Hazard Abatement Fund 347 to include federal, state, local, and private grant resources.

On March 2, 1994, the City Council approved Ordinance No. 0072-1994, which established Vacant Building Fund 347, directed gross vacant building maintenance license fees be deposited into Vacant Building Fund 347, and directed expenses for the administration of the vacant building licensing program be paid from Vacant Building Fund 347. This ordinance has since been amended by Ordinance Nos. 0294-2007, 0273-2012, 0102-2017, and 0436-2019, which cumulatively changed the name of the fund to Hazard Abatement Fund 347 and expanded the fund's revenue sources and permissible uses. There is now a need to further amend revenue sources to include grant resources.

The reason for the emergency is the immediate need to expand permissible revenue sources for Hazard Abatement Fund 347 to include federal, state, local, and private grant resources in order to accept grant resources in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

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- 2024

AMENDING Ordinance No. 72-1994, which established Vacant Building Maintenance Fund 347 and identified revenue sources and permissible uses of the fund's resources, as subsequently amended by Ordinance Nos. 294-2007, 273-2012, 102-2017, and 436-2019, which cumulatively changed the name of the fund to Hazard Abatement Fund 347 and expanded the fund's revenue sources and permissible uses, to further expand the permissible revenue sources for Hazard Abatement Fund 347 to include federal, state, local, and private grant resources.

WHEREAS, on March 2, 1994, Council passed Ordinance No. 72-1994, which established Vacant Building Fund 347, directed gross vacant building maintenance license fees be deposited into Vacant Building Fund 347, and directed expenses for the administration of the vacant building licensing program be paid from Vacant Building Fund 347; and

WHEREAS, on August 1, 2007, Council passed Ordinance No. 294-2007, which amended Ordinance No. 72-1994 to change the name of "Vacant Building Maintenance Fund 347" to "Hazard Abatement Fund 347," expand permissible revenue sources to include recovered barricade and demolition costs, and expand the permissible uses of the fund's resources to include costs related to barricading and demolishing vacant buildings; and

WHEREAS, on June 26, 2012, Council passed Ordinance No. 273-2012, which amended Ordinance No. 294-2007 to identify Vacant Foreclosure Registration Program revenues as an additional revenue source for Hazard Abatement Fund 347 and expand the permissible uses of the fund's resources to include costs related to the Foreclosure Registration Program, which Council established by Ordinance No. 195-2012; and

WHEREAS, on May 17, 2017, Council passed Ordinance No. 102-2017, which further amended Ordinance No. 72-1994 to expand the permissible uses of the fund's resources to include costs related to receivership or nuisance abatement actions, or stabilizing buildings, walls, or other structures and/or land areas to minimize or prevent conditions that lead to unsafe and uninhabitable premises that have created or could create a public hazard or public nuisance; and

WHEREAS, on November 14, 2019, Council passed Ordinance No. 436-2019, which expanded the revenue sources and permissible uses of Hazard Abatement Fund 347 by directing that all fees and charges collected through the Residential Rental Registration program and Residential Rental Property Inspection Pilot program be deposited into the fund, and further expanded permissible uses of the fund's resources to include costs related to the Residential Rental Registration program and the Residential Rental Property Inspection Pilot program; and

WHEREAS, there is a need to further amend Ordinance No. 72-1994 to expand the fund's permissible revenue sources to include federal, state, local, and private grant resources; now, therefore,

{00396473-5}

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

Section 1. That Ordinance No. 72-1994, which established Vacant Building Maintenance Fund 347 and identified revenue sources and permissible uses of the fund's resources as subsequently amended by Ordinance Nos. 294-2007, 273-2012, 102-2017, and 436-2019, which cumulatively changed the name of the fund to Hazard Abatement Fund 347 and expanded the fund's revenue sources and permissible uses, is further amended to expand the permissible revenue sources for Fund 347 to include federal, state, local, and private grant resources.

Section 2. That in all other respects not inconsistent with the modifications provided for in this ordinance, Ordinance No. 72-1994 as drafted and subsequently amended by Ordinance Nos. 294-2007, 273-2012, 102-2017, and 436-2019, shall be and remain in full force and effect.

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 expand the permissible revenue sources for Hazard Abatement Fund 347 to include federal, state, local, and private grant resources in order to accept grant resources in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 7, 2024

To: Mayor and Members of City Council

202400419

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – CRC: Cincinnati Recreation Foundation Summer Camp Scholarship Donation

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation of \$70,190 from the Cincinnati Recreation Foundation to fund scholarships for participants enrolled in the Cincinnati Recreation Commission's summer day camp between June 5, 2023, and August 11, 2023; and **AUTHORIZING** the Director of Finance to deposit the donated resources into Recreation Special Activities Fund 323 revenue account no. 323x8571.

Approval of this Ordinance would authorize the City Manager to accept and appropriate a donation in the amount of \$70,190 from the Cincinnati Recreation Foundation to fund scholarships for participants enrolled in Cincinnati Recreation Commission (CRC) summer day camp programming between June 5, 2023 and August 11, 2023. This Ordinance further authorizes the Finance Director to deposit the donated funds into Recreation Special Activities Fund 323 revenue account no. 323x8571.

The Cincinnati Recreation Foundation graciously offered to donate \$70,190 to cover the cost of scholarships for 143 children who attended Cincinnati Recreation Commission summer day camp programming between the dates of June 5, 2023 and August 11, 2023. There are no new FTEs/full time equivalents or matching funds associated with this donation.

Acceptance of this donation is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 209-212 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to accept and appropriate a donation of \$70,190 from the Cincinnati Recreation Foundation to fund scholarships for participants enrolled in the Cincinnati Recreation Commission’s summer day camp between June 5, 2023, and August 11, 2023; and **AUTHORIZING** the Director of Finance to deposit the donated resources into Recreation Special Activities Fund 323 revenue account no. 323x8571.

WHEREAS, the Cincinnati Recreation Foundation graciously offered to donate \$70,190 to the City to cover the cost of scholarships for 143 children who attended the Cincinnati Recreation Commission’s summer day camp program between June 5, 2023, and August 11, 2023; and

WHEREAS, this donation amount is greater than the parameters established in Ordinance No. 317-2023 and requires discrete approval by Council; and

WHEREAS, acceptance of this donation requires no matching funds, and no FTEs/full time equivalents are associated with the donation; and

WHEREAS, acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 209-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a donation of \$70,190 from the Cincinnati Recreation Foundation to fund scholarships to participants enrolled in the Cincinnati Recreation Commission’s summer day camp between June 5, 2023, and August 11, 2023.

Section 2. That the Director of Finance is authorized to deposit the donation of \$70,190 into Recreation Special Activities Fund 323 revenue account no. 323x8571.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 7, 2024

To: Mayor and Members of City Council

202400420

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – FY 2024 Capital Improvement Program (CIP) Sunset

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of capital improvement program project account nos. 980x162x241603, “Strategic Housing Initiatives Program SHPIF,” to provide resources for property acquisition in support of future housing construction, the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units, as well as permanent supportive housing; 980x164x241619, “Wellington Place & Glencoe ROW Improvements,” to provide resources for right of way improvements at the former Inwood/Glencoe Village complex; 980x203x242005, “Piatt Park Improvements,” to provide resources for improvements to lighting, pavers, water fountains, and other assets necessary to stabilize infrastructure located at Piatt Park; and 980x203x242006, “Sawyer Point Park Gateway,” to provide resources to design the restoration of the Sawyer Point Gateway and entrance area and to improve accessibility; **AUTHORIZING** the establishment of permanent improvement project account nos. 758x101x241046, “Conf. Room Furniture, Fixtures, & Equipment,” to provide resources for furniture, fixtures, and equipment necessary for technical improvements to conference room space including, but not limited to, Room 115 of City Hall; and 758x239x242353, “Renaissance Lot Adjacent Lighting,” to provide resources for the acquisition and installation of lighting adjacent to the Renaissance Parking Lot; **AUTHORIZING** the redirection of the total of \$100,181.03 in Cincinnati Board of Park Commissioners Private Endowment Funds from the various capital improvement program project accounts to the unappropriated surplus of Parks Private Endowment and Donations Fund 430 as follows: \$7,154.83 from 980x203x172010, “Ault Park Improvements”; \$574.03 from 980x203x182014, “Hauck Garden Improvements”; \$6,809.50 from 980x203x182010, “Mt. Airy Forest Improvements”; \$4,868.75 from 980x203x182012, “Mt. Echo Improvements”; and \$80,773.92 from 980x203x182013, “Piatt Park Improvements,” to close out or decrease certain existing capital improvement program project accounts; **AUTHORIZING** the redirection of the sum of \$85,040.29 in State of Ohio Capital Budget resources from capital improvement program project account no. 980x203x182019, “Stanbery Park Pavilion - State of

Ohio Capital,” to capital improvement program project account no. 980x203x202009, “Kyle Plush Pavilion,” to close out or decrease capital improvement program project account no. 980x203x182019, “Stanbery Park Pavilion - State of Ohio Capital”; **AUTHORIZING** the transfer and return to source of \$6,582,448.71 from various General Capital Budget capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section A of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$5,586,325.30 from the unappropriated surplus of various General Capital Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section B of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$829,820.53 from the unappropriated surplus of Income Tax Permanent Improvement Fund 758 to new or existing permanent improvement project accounts to provide resources for certain permanent improvement project accounts according to Section C of the attached Schedule of Transfer; **AUTHORIZING** the transfer and return to source of \$1,669,752.39 from various Restricted and Special Revenue Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section D of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$771,955.26 from the unappropriated surplus of various Restricted and Special Revenue Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section E of the attached Schedule of Transfer; **AUTHORIZING** the transfer and return to source Funds 107 and 846 of \$5,778,675.77 from various Restricted Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section F of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$5,572,817.19 from the unappropriated surplus of Restricted Capital Funds 107 and 846 to existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section G of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$17,302.88 from the unappropriated surplus of the General Fund to the Cincinnati Recreation Commission’s non-personnel operating budget account no. 050x199x7300 for equipment needed to facilitate credit card transactions; and further **DECLARING** certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

Approval of the annual Capital Sunset Ordinance would authorize the establishment of various new capital improvement program project accounts and permanent improvement project accounts as well as authorize various adjustments to the City’s Capital Improvement Program (CIP).

Section A of the attached Schedule of Transfer includes the return of \$6,582,448.71 to various General Capital Budget funding sources. Section B of the Schedule of Transfer authorizes the transfer of \$5,586,325.30 from various General Capital Budget funding sources to various new and existing capital improvement program project accounts. Section C of the Schedule of Transfer authorizes the transfer of \$829,820.53 from Income Tax Permanent Improvement Fund 758 to new or existing permanent improvement project accounts.

Section D of the attached Schedule of Transfer includes the return of \$1,669,752.39 to various Restricted and Special Revenue Funds Capital Budget sources. Section E authorizes the transfer of \$771,955.26 from various Restricted and Special Revenue Funds to various new and existing capital improvement program project accounts.

Section F of the Schedule of Transfer authorizes the return of \$5,778,675.77 to various Stormwater Capital Budget sources. Section G authorizes the transfer and appropriation of \$5,572,817.19 to various existing capital improvement program project accounts.

Schedule of Transfer – Section A

Section A of the attached Schedule of Transfer returns \$6,582,448.71 to various General Capital Budget sources. A significant portion of capital project resources returned to the various funding sources in Section A is no longer needed for their original intended purposes. Others project balances are returned to source to better align sources with uses.

1. The sum of \$5,586,325.30 will be reprogrammed to fulfill needs in other capital improvement program project accounts, as indicated in Schedule of Transfer – Section B.
2. The sum of \$829,820.53 will be reprogrammed to fulfill needs in other permanent improvement project accounts, as indicated in Schedule of Transfer – Section C.
3. The sum of \$17,302.88 in the unappropriated surplus of the General Fund will be appropriated to the Cincinnati Recreation Commission's non-personnel operating budget for the purpose of providing resources for equipment needed to facilitate credit card transactions, as indicated in Section 12 of the Emergency Ordinance.
4. The balance of \$149,000 is intended to remain in the unappropriated surplus of the General Fund as a source of reprogramming in the FY 2025 Capital Budget.

Schedule of Transfer – Section B

Section B of the Schedule of Transfer will transfer and appropriate \$5,586,325.30 from the unappropriated surplus of various General Capital Funds to new or existing capital improvement program project accounts.

1. A total of \$147,357.40 will be appropriated to the "Telephone System Upgrades" capital improvement program project account. These resources will be used by Enterprise Technology Solutions (ETS) to provide resources for a Voice over Internet Protocol (VoIP) system to replace legacy telephone systems which are no longer supported by the manufacturer.
2. \$39,000.00 will be appropriated to the "Lifecycle Asset Acquisition and Replacement" capital improvement program project account. ETS will use these resources for the procurement of information systems, personal computers, software, and related equipment, with an intent

to support the Department of Economic Inclusion (DEI) efforts for their wage enforcement efforts.

3. \$10,000.00 will be appropriated to the “Emergency Environmental Cleanup/UST” capital improvement program project account. The Office of Environment and Sustainability (OES) will use these resources for emergency environmental cleanup as needed. Frequently, this is related to clean up of fuel or chemical spills, abandoned chemical containers, or underground storage tanks (USTs) that are discovered in construction projects and require immediate actions. This effectively combines two same scope of work project accounts into a single account.
4. \$33,168.60 will be appropriated to the “Regulatory Compliance & Energy Conservation” capital improvement program project account. The Office of Environment and Sustainability will use these resources for achieving and maintaining compliance with environmental regulations, and conserving energy resources. This effectively combines two same scope of work project accounts into a single account.
5. \$35,000.00 will be appropriated to the “Income Tax Call Center and Recorder” capital improvement program project account. The Income Tax Division of the Department of Finance will use these resources for an Income Tax Call Center and Recorder system that contains automated call routing, live monitoring, more efficient handling of calls, and statistical reports detailing call activity and volume.
6. \$39,823.10 will be appropriated to the “DCED Property Improvements” capital improvement program project account. The Department of Community and Economic Development (DCED) will use these resources for permanent improvements to vacant buildings and properties controlled or previously controlled by the Department of Community & Economic Development.
7. \$93,847.06 will be appropriated to the newly established “Wellington Place & Glencoe ROW Improvements” capital improvement program project account to provide resources for right-of-way improvements at the former Inwood/Glencoe Village complex. This effectively moves this project scope of work from the Department of Transportation and Engineering (DOTE) to the Department of Community and Economic Development.
8. \$586,000.00 will be appropriated to the “Ohio River Trail West” capital improvement program project account. This is budget neutral and effectively swaps the type of Street Improvement Bond Fund between the “Ohio River Trail West” project account and the “Street Rehabilitation” project account to better align sources with uses.
9. \$587,808.51 will be appropriated to the “Street Rehabilitation” capital improvement program project account. As indicated above, this is part of a budget neutral adjustment to better align sources with uses. However, an available \$1,808.51 is also appropriated.
10. \$3,997,717.72 will be appropriated to the “City Facility Renovation and Repairs” capital improvement program project account. This includes \$3,421,569.51 from the “Replacement Facilities - Police District 5” project account to offset facility improvement costs incurred to accommodate Police District 5 staff moved to other facilities. An additional \$576,148.21 is also appropriated to provide resources for the continuation of ongoing repairs, alterations, and upgrades to City facilities such as those used by Police, Fire, and Public Services.
11. \$16,602.91 will be appropriated to the “Fleet Replacements” capital improvement program project account. The Department of Public Services (DPS) will use these resources for the

purchase of replacement automotive and motorized equipment for City agencies supported by the General Fund.

Schedule of Transfer – Section C

Section C of the Schedule of Transfer will transfer and appropriate \$829,820.53 from the unappropriated surplus of Income Tax Permanent Improvement Fund 758 to various new or existing capital improvement program project accounts.

1. A total of \$25,000 will be appropriated to the “Cincinnati Financial System Upgrades” permanent improvement project account. These resources will be used by Enterprise Technology Solutions (ETS) to provide resources for the continued development of the Cincinnati Financial System (CFS). Project funding could include server replacement and could be used to address audit findings associated with disaster recovery and system backup. This would also include adding and updating Virtual VMware servers and updating the Webfocus reporting environment.
2. \$75,564.12 will be appropriated to the “Digital Services Enhancements” permanent improvement project account. These resources will be used by ETS to provide resources for the use of information technology to support government operations, engage citizens, and provide government services online. This project will also provide resources for new web development and execution of a strategy to deliver a first-class service based upon web best practices across other cities.
3. \$172,238.19 will be appropriated to the “CHRIS Upgrades and Enhancements” permanent improvement project account. These resources will be used by ETS to provide resources to enhance the Cincinnati Human Resources Information System (CHRIS) in order to streamline processes and eliminate paper transactions.
4. \$150,000 will be appropriated to the “Conf. Room Furniture, Fixtures, & Equipment” permanent improvement project account. These resources will be used by the City Manager’s Office for furniture, fixtures, and equipment necessary for technical improvements to conference room space including, but not limited to, Room 115 of City Hall.
5. \$135,018.22 will be appropriated to the “Neighborhood Business Property Holding” permanent improvement project account. These resources will be used by DCED for the rehabilitation and maintenance of City-owned properties and properties acquired by the Hamilton County Land Bank on behalf of the City by providing for necessary upkeep. This effectively combines project funding for “Neighborhood Business Property Holding” from prior year capital improvement program project accounts into a single permanent improvement project account.
6. \$260,000 will be appropriated to the “Sidewalk Repair Program” permanent improvement project account. This effectively combines project funding for “Sidewalk Repair Program” from a prior year capital improvement program project account into a single permanent improvement project account.
7. \$15,000 will be appropriated to the newly established “Renaissance Lot Adjacent Lighting” permanent improvement project account for the purpose of providing resources for the acquisition and installation of lighting adjacent to the Renaissance Parking Lot.

Schedule of Transfer – Section D

Section D of the Schedule of Transfer returns \$1,669,752.39 to various Restricted and Special Revenue Funds Capital Budget sources.

1. To better align sources with uses, the sum of \$353,000 from Fund 761 will be returned to source from the “Strategic Housing Initiatives Program (SHIP)” permanent improvement project account. This adjustment is budget neutral as the funding is appropriated to a new capital account “Strategic Housing Initiatives Program SHPIF,” as indicated in Schedule of Transfer – Section E.
2. The combined sum of \$68,271.46 from Funds 827, 486, 496, 498, 482, and 318 will be returned to source and remain available in the unappropriated surplus of each fund.
3. The amount of \$118,181.34 will be returned to source Fund 430 from the “Sawyer Point Park Gateway” capital improvement program project account. This adjustment is budget neutral as the funding is appropriated to a new capital improvement program project account “Sawyer Point Park Gateway,” as indicated in Schedule of Transfer – Section E.
4. The sum of \$1,045,259.30 from Fund 103 will be returned to source and remain available in the unappropriated surplus of the fund, less the \$220,000 appropriated to capital improvement program project account “Furniture, Fixtures, and Equipment,” as indicated in Schedule of Transfer – Section E.

This Emergency Ordinance would also authorize the sum of \$100,181.03 in donated resources from the Cincinnati Board of Park Commissioners Private Endowment Funds be redirected from various capital improvement program project accounts to the unappropriated surplus of Parks Private Endowment and Donations Fund 430, as indicated in Section 3 of the Emergency Ordinance. This allows for the appropriation of \$80,773.92 to the “Piatt Park Improvements” capital improvement program project account and the balance of \$19,407.11 to remain in the unappropriated surplus of Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance would also authorize the sum of \$85,040.29 in State of Ohio Capital Budget resources be redirected from capital improvement program project account, “Stanbery Park Pavilion - State of Ohio Capital,” to capital improvement program project account “Kyle Plush Pavilion” to close out the “Stanbery Park Pavilion - State of Ohio Capital” capital improvement program project account, as indicated in Section 4 of the Emergency Ordinance. In turn, this allows for the sum of \$85,040.29 to be returned to the unappropriated surplus of Parks Private Endowment and Donations Fund 430, as indicated in Schedule of Transfer – Section D.

Schedule of Transfer – Section E

Section E of the Schedule of Transfer will transfer and appropriate \$771,955.26 from the unappropriated surplus of various Restricted and Special Revenue Funds to new or existing capital improvement program project accounts.

1. To better align sources with uses, the sum of \$353,000 will be appropriated to the “Strategic Housing Initiative Program” capital improvement program project account from Fund 761. DCED will use these resources for the purpose of providing resources for property acquisition in support of future housing construction, the rehabilitation or new construction

of market rate, workforce, and affordable rental and home ownership units, as well as permanent supportive housing.

2. \$80,773.92 will be appropriated to the newly established “Piatt Park Improvements” capital improvement program project account to provide resources for improvements to lighting, pavers, water fountains, and other assets necessary to stabilize infrastructure located at Piatt Park.
3. \$118,181.34 will be appropriated to the “Sawyer Point Park Gateway” capital improvement program project account for the purpose of providing resources to design the restoration of the Sawyer Point Gateway and entrance area and to improve accessibility.
4. \$220,000 will be appropriated to the “Furniture, Fixtures, and Equipment” capital improvement program project account to purchase furniture, fixtures, and equipment necessary to maintain a first-class Convention Center.

Schedule of Transfer – Sections F and G

Section F of the attached Schedule of Transfer returns \$5,778,675.77 to various Capital Budget sources to decrease certain Stormwater Management Utility (SMU) capital improvement program project accounts in order to better align sources with uses, as indicated in Schedule of Transfer – Section G. The transfers between Section F and Section G will result in a balance of \$205,858.58, which will remain in the unappropriated surplus of Stormwater Management Fund 107.

This Emergency Ordinance will declare certain projects to be for a public purpose.

Authorizing Capital Sunset activities is in accordance with the “Sustain” goal to “[m]anage our financial resources” as well as the strategies to “[b]etter coordinate our capital improvement spending” and “[s]pend public funds more strategically” as described on pages 199-205 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide resources for the Capital Improvement Program.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



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AUTHORIZING the establishment of capital improvement program project account nos. 980x162x241603, “Strategic Housing Initiatives Program SHPIF,” to provide resources for property acquisition in support of future housing construction, the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units, as well as permanent supportive housing; 980x164x241619, “Wellington Place & Glencoe ROW Improvements,” to provide resources for right of way improvements at the former Inwood/Glencoe Village complex; 980x203x242005, “Piatt Park Improvements,” to provide resources for improvements to lighting, pavers, water fountains, and other assets necessary to stabilize infrastructure located at Piatt Park; and 980x203x242006, “Sawyer Point Park Gateway,” to provide resources to design the restoration of the Sawyer Point Gateway and entrance area and to improve accessibility; **AUTHORIZING** the establishment of permanent improvement project account nos. 758x101x241046, “Conf. Room Furniture, Fixtures, & Equipment,” to provide resources for furniture, fixtures, and equipment necessary for technical improvements to conference room space including, but not limited to, Room 115 of City Hall; and 758x239x242353, “Renaissance Lot Adjacent Lighting,” to provide resources for the acquisition and installation of lighting adjacent to the Renaissance Parking Lot; **AUTHORIZING** the redirection of a total of \$100,181.03 in Cincinnati Board of Park Commissioners Private Endowment Funds from the various capital improvement program project accounts to the unappropriated surplus of Parks Private Endowment and Donations Fund 430 as follows: \$7,154.83 from 980x203x172010, “Ault Park Improvements”; \$574.03 from 980x203x182014, “Hauck Garden Improvements”; \$6,809.50 from 980x203x182010, “Mt. Airy Forest Improvements”; \$4,868.75 from 980x203x182012, “Mt. Echo Improvements”; and \$80,773.92 from 980x203x182013, “Piatt Park Improvements,” to close out or decrease certain existing capital improvement program project accounts; **AUTHORIZING** the redirection of \$85,040.29 in State of Ohio Capital Budget resources from capital improvement program project account no. 980x203x182019, “Stanbery Park Pavilion - State of Ohio Capital,” to capital improvement program project account no. 980x203x202009, “Kyle Plush Pavilion,” to close out or decrease capital improvement program project account no. 980x203x182019, “Stanbery Park Pavilion - State of Ohio Capital”; **AUTHORIZING** the transfer and return to source of \$6,582,448.71 from various General Capital Budget capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section A of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$5,586,325.30 from the unappropriated surplus of various General Capital Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section B of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$829,820.53 from the unappropriated surplus of Income Tax Permanent Improvement Fund 758 to new or existing permanent improvement project accounts to provide resources for certain permanent improvement project accounts according to Section C of the attached Schedule of Transfer; **AUTHORIZING** the transfer and return to source of \$1,669,752.39 from various Restricted and Special Revenue Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project

accounts according to Section D of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$771,955.26 from the unappropriated surplus of various Restricted and Special Revenue Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section E of the attached Schedule of Transfer; **AUTHORIZING** the transfer and return to source Funds 107 and 846 of \$5,778,675.77 from various Restricted Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section F of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$5,572,817.19 from the unappropriated surplus of Restricted Capital Funds 107 and 846 to existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section G of the attached Schedule of Transfer; **AUTHORIZING** the transfer and appropriation of \$17,302.88 from the unappropriated surplus of the General Fund to the Cincinnati Recreation Commission's non-personnel operating budget account no. 050x199x7300 for equipment needed to facilitate credit card transactions; and further **DECLARING** certain projects to be for a public purpose, all for the purpose of carrying out the Capital Improvement Program.

WHEREAS, passage of this capital sunset ordinance will allow the Administration to provide resources for the Capital Improvement Program, to provide resources for certain capital improvement program projects, to close out or decrease certain existing capital improvement program project accounts, to transfer and return to source certain funds, and to transfer and appropriate certain funds; and

WHEREAS, authorizing Capital Sunset activities is in accordance with the "Sustain" goal to "[m]anage our financial resources" as well as the strategies to "[b]etter coordinate our capital improvement spending" and "[s]pend public funds more strategically" as described on pages 199-205 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish capital improvement program project account nos. 980x162x241603, "Strategic Housing Initiatives Program SHPIF," to provide resources for property acquisition in support of future housing construction, the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units, as well as permanent supportive housing; 980x164x241619, "Wellington Place & Glencoe ROW Improvements," to provide resources for right of way improvements at the former Inwood/Glencoe Village complex; 980x203x242005, "Piatt Park Improvements," to provide resources for improvements to lighting, pavers, water fountains, and other assets necessary to stabilize infrastructure located at Piatt Park; and 980x203x242006, "Sawyer Point Park

Gateway,” to provide resources to design the restoration of the Sawyer Point Gateway and entrance area and to improve accessibility.

Section 2. That the Director of Finance is authorized to establish permanent improvement project account nos. 758x101x241046, “Conf. Room Furniture, Fixtures, & Equipment,” to provide resources for furniture, fixtures, and equipment necessary for technical improvements to conference room space including, but not limited to, Room 115 of City Hall; and 758x239x242353, “Renaissance Lot Adjacent Lighting,” to provide resources for the acquisition and installation of lighting adjacent to the Renaissance Parking Lot.

Section 3. That a total of \$100,181.03 in donated resources from the Cincinnati Board of Park Commissioners Private Endowment Funds is redirected from various capital improvement program project accounts to the unappropriated surplus of Parks Private Endowment and Donations Fund 430 as follows: \$7,154.83 from 980x203x172010, “Ault Park Improvements”; \$574.03 from 980x203x182014, “Hauck Garden Improvements”; \$6,809.50 from 980x203x182010, “Mt. Airy Forest Improvements”; \$4,868.75 from 980x203x182012, “Mt. Echo Improvements”; and \$80,773.92 from 980x203x182013, “Piatt Park Improvements,” to close out or decrease certain existing capital improvement program project accounts.

Section 4. That \$85,040.29 in State of Ohio Capital Budget resources is redirected from capital improvement program project account no. 980x203x182019, “Stanbery Park Pavilion - State of Ohio Capital,” to capital improvement program project account no. 980x203x 202009, “Kyle Plush Pavilion,” to close out or decrease capital improvement program project account no. 980x203x182019, “Stanbery Park Pavilion - State of Ohio Capital.”

Section 5. That \$6,582,448.71 is transferred and returned to source from various General Capital Budget capital improvement program project accounts to close out or decrease certain

existing capital improvement program project accounts according to Section A of the attached Schedule of Transfer.

Section 6. That \$5,586,325.30 is transferred and appropriated from the unappropriated surplus of various General Capital Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section B of the attached Schedule of Transfer.

Section 7. That \$829,820.53 is transferred and appropriated from the unappropriated surplus of Income Tax Permanent Improvement Fund 758 to new or existing permanent improvement project accounts to provide resources for certain permanent improvement project accounts listed in Schedule C of the attached Schedule of Transfer.

Section 8. That \$1,669,752.39 is transferred and returned to source from various Restricted and Special Revenue Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section D of the attached Schedule of Transfer.

Section 9. That \$771,955.26 is transferred and appropriated from the unappropriated surplus of various Restricted and Special Revenue Funds to new or existing capital improvement program project accounts to provide resources for certain capital improvement program project accounts according to Section E of the attached Schedule of Transfer.

Section 10. That the sum of \$5,778,675.77 is hereby transferred and returned to source Funds 107 and 846 from various Restricted Funds capital improvement program project accounts to close out or decrease certain existing capital improvement program project accounts according to Section F of the attached Schedule of Transfer.

Section 11. That \$5,572,817.19 is transferred and appropriated from the unappropriated surplus of Restricted Funds 107 and 846 to existing capital improvement program project accounts

to provide resources for certain capital improvement program project accounts according to Section G of the attached Schedule of Transfer

Section 12. That \$17,302.88 is transferred and appropriated from the unappropriated surplus of General Fund to the Cincinnati Recreation Commission's non-personnel operating budget account no. 050x199x7300 to provide resources for equipment needed to facilitate credit card transactions.

Section 13. That Council declares that the "Wellington Place & Glencoe ROW Improvements" and the "Strategic Housing Initiatives Program SHPIF" capital improvement program projects serve a public purpose because the projects will foster local improvements and investment and increase neighborhood vitality.

Section 14. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 13 hereof.

Section 15. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide resources for the Capital Improvement Program.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Return to Source: \$6,582,448.71

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION	TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
				PRIOR	REVISED	
ETS 091	190924 Automatic Vehicle Location System	050	General Fund	133,500.00	32,585.10	100,914.90
	220914 CHRIS Upgrades and Enhancements	758	Income Tax Permanent Improvement Fund	193,382.00	28,683.81	164,698.19
	220904 Cincinnati Financial System Upgrades	758	Income Tax Permanent Improvement Fund	25,000.00	0.00	25,000.00
	220922 City Website Closed Captioning	758	Income Tax Permanent Improvement Fund	15,000.00	0.00	15,000.00
	210909 Digital Services Enhancements	758	Income Tax Permanent Improvement Fund	31,000.00	21,436.73	9,563.27
	220909 Digital Services Enhancements	758	Income Tax Permanent Improvement Fund	63,000.85	0.00	63,000.85
	180902 Information Technology Enhancements	864	Automotive and Other Equipment Bond Fund	755,664.00	739,061.09	16,602.91
	170901 MAN-SONET System Replacement	758	Income Tax Permanent Improvement Fund	3,649,694.50	3,646,939.50	2,755.00
	210913 Telephone System Upgrades	758	Income Tax Permanent Improvement Fund	133,000.00	5,443.60	127,556.40
	200916 Vendor Self Service 4.0 Upgrade	758	Income Tax Permanent Improvement Fund	350,000.00	330,199.00	19,801.00
City Manager 101	231036 Communication Equipment – GFCO	050	General Fund	500,000.00	350,000.00	150,000.00
Office of the City Manager Environment & Sustainability 104	211012 Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund	10,000.00	0.00	10,000.00
	211001 Regulatory Compliance & Energy Conservation	758	Income Tax Permanent Improvement Fund	35,000.00	1,831.40	33,168.60
Office of the City Manager Performance & Data Analytics 108	191016 Enterprise Data Warehouse	758	Income Tax Permanent Improvement Fund	53,296.72	52,796.72	500.00
	211016 Enterprise Data Warehouse	758	Income Tax Permanent Improvement Fund	31,000.00	0.00	31,000.00
	221016 Enterprise Data Warehouse	758	Income Tax Permanent Improvement Fund	32,000.00	0.00	32,000.00
Finance Income Tax 136	191305 Call Center - Telephone Recording System	758	Income Tax Permanent Improvement Fund	35,000.00	0.00	35,000.00
Community & Economic Dev. Administration 161	201613 Project Management System	758	Income Tax Permanent Improvement Fund	40,000.00	34,500.00	5,500.00
Community & Economic Dev. Housing Development 162	201641 Electrical Substation Screening	758	Income Tax Permanent Improvement Fund	30,000.00	16,756.33	13,243.67
Community & Economic Dev. Economic Development 164	221608 Neighborhood Business Property Holding	758	Income Tax Permanent Improvement Fund	150,000.00	64,981.78	85,018.22
	231608 Neighborhood Business Property Holding	758	Income Tax Permanent Improvement Fund	50,000.00	0.00	50,000.00
	191642 Oakley Eastern Gateway	757	Miscellaneous Permanent Improvement Fund	1,890,000.00	1,850,243.52	39,756.48
Recreation Support Services 199	191918 Recreation and Facility Management Software System	758	Income Tax Permanent Improvement Fund	223,000.00	205,697.12	17,302.88

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Transportation & Engineering Planning 232	222331	Paddock Road Murals	858	Street Improvement Bond Fund	10,000.00	8,191.49	1,808.51
	232302	Sidewalk Repair Program	758	Income Tax - Permanent Improvement Fund	260,000.00	0.00	260,000.00
	192349	The Banks 2018	757	Miscellaneous Permanent Improvement Fund	112,214.96	112,148.34	66.62
Transportation & Engineering Engineering 233	202397	Ohio River Trail West	858	Street Improvement Bond Fund	786,000.00	200,000.00	586,000.00
	232308	Street Rehabilitation	870	Street Improvement Bond Fund	21,137,000.00	20,551,000.00	586,000.00
	212310	SCIP Loan Repayment	758	Income Tax - Permanent Improvement Fund	325,313.12	296,563.12	28,750.00
	222310	SCIP Loan Repayment	758	Income Tax - Permanent Improvement Fund	175,779.23	0.00	175,779.23
	182345	Wellington Place & Glencoe ROW Improvements	757	Miscellaneous Permanent Improvement Fund	107,069.04	13,221.98	93,847.06
Enterprise Services Convention Center 243	212419	Convention Center Improvements	861	Public Building Improvement Bond Fund	500,000.00	458,187.80	41,812.20
	222419	Convention Center Improvements	758	Income Tax Permanent Improvement Fund	100,000.00	0.00	100,000.00
Public Services CFM 255	222545	CCA Office Facilities Renovation and Repairs	050	General Fund	200,000.00	199,566.79	433.21
	222504	Community Facility Improvements - Art Museum	758	Income Tax Permanent Improvement Fund	200,000.00	0.00	200,000.00
	212518	Replacement Facilities - Police District 5	861	Public Building Improvement Fund	3,500,000.00	78,430.49	3,421,569.51
Economic Inclusion 281	212801	Wage Enforcement Management System	758	Income Tax Permanent Improvement Fund	39,000.00	0.00	39,000.00

Transfer and Appropriation: \$5,586,325.30

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR REVISED		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
ETS 091	758	Income Tax Permanent Improvement Fund	240913	Telephone System Upgrades	206,000.00	353,357.40	147,357.40
	758	Income Tax Permanent Improvement Fund	240918	Lifecycle Asset Acquisition and Replacement	951,000.00	990,000.00	39,000.00
Office of the City Manager Environment & Sustainability 104	758	Income Tax Permanent Improvement Fund	221012	Emergency Environmental Cleanup/UST	10,000.00	20,000.00	10,000.00
	758	Income Tax Permanent Improvement Fund	221001	Regulatory Compliance & Energy Conservation	35,000.00	68,168.60	33,168.60
Finance Income Tax 136	758	Income Tax Permanent Improvement Fund	231301	Income Tax Call Center and Recorder	100,000.00	135,000.00	35,000.00
Community & Economic Dev. Housing Development 162	757	Miscellaneous Permanent Improvement Fund	221641	DCED Property Improvements	68,520.98	108,344.08	39,823.10
Community & Economic Dev. Economic Development 164	757	Miscellaneous Permanent Improvement Fund	241619	Wellington Place & Glencoe ROW Improvements	0.00	93,847.06	93,847.06
Transportation & Engineering Engineering 233	870	Street Improvement Bond Fund	202397	Ohio River Trail West	200,000.00	786,000.00	586,000.00
	858	Street Improvement Bond Fund	232308	Street Rehabilitation	20,551,000.00	21,138,808.51	587,808.51
Public Services - CFM 255	861	Public Building Improvement Fund	232500	City Facility Renovation and Repairs	2,127,000.00	5,590,381.71	3,463,381.71
	050	General Fund	242500	City Facility Renovation and Repairs	4,683,000.00	4,768,045.23	85,045.23
	758	Income Tax Permanent Improvement Fund	242500	City Facility Renovation and Repairs	4,768,045.23	5,217,336.01	449,290.78
Motorized Equipment 981	864	Automotive and Other Equipment Bond Fund	232505	Fleet Replacements	5,820,508.00	5,837,110.91	16,602.91

Section C.
Permanent Improvements

SCHEDULE OF TRANSFER

Transfer and Appropriation: \$829,820.53

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR REVISED		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
ETS 091	758	Income Tax Permanent Improvement Fund	240904	Cincinnati Financial System Upgrades	10,000.00	35,000.00	25,000.00
	758	Income Tax Permanent Improvement Fund	240909	Digital Services Enhancements	37,000.00	109,564.12	72,564.12
	758	Income Tax Permanent Improvement Fund	240914	CHRIS Upgrade and Enhancements	1,750,000.00	1,922,238.19	172,238.19
City Manager 101	758	Income Tax Permanent Improvement Fund	241046	Conf. Room Furniture, Fixtures, & Equipment	0.00	150,000.00	150,000.00
Community & Economic Dev. Economic Development 164	758	Income Tax Permanent Improvement Fund	241608	Neighborhood Business Property Holding	51,000.00	186,018.22	135,018.22
Transportation & Engineering Planning 232	758	Income Tax Permanent Improvement Fund	242302	Sidewalk Repair Program	265,000.00	525,000.00	260,000.00
Transportation & Engineering Traffic Engineering 239	758	Income Tax Permanent Improvement Fund	242353	Renaissance Lot Adjacent Lighting	0.00	15,000.00	15,000.00

Section D.
Restricted Capital

SCHEDULE OF TRANSFER

Page 4 of 5

Return to Source: \$1,669,752.39

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR REVISED		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Community & Economic Dev. Housing Development 162	241602	Strategic Housing Initiatives Program (SHIP)	761	Special Housing Permanent Improvement Fund	750,000.00	397,000.00	353,000.00
Community & Economic Dev. Economic Development 164	171613	4th and Race Garage	827	Parking Facilities Bond Fund	2,534,600.00	2,534,599.99	0.01
	171680	Evanston - Woodburn Ave Streetscape TIF	486	East Walnut Hills Equivalent Fund	1,450,360.26	1,430,941.00	19,419.26
	181675	Harrison Ave. NBD Streetscape Improvement	496	Westwood 1 Equivalent Fund	115,000.00	114,131.53	868.47
	211631	Madison & Whetsel Phase IIB Public Improvements	498	Madisonville Equivalent Fund	950,000.00	918,074.98	31,925.02
	191636	OTR Streetscape and Public Infrastructure TIF	482	Downtown/OTR West Equivalent Fund	1,850,000.00	1,849,999.99	0.01
Parks Administration and Program 203	162016	Yeatman's Cove Walkway Improvements	318	Sawyer Point	850,000.00	833,941.31	16,058.69
	202009	Kyle Plush Pavilion	430	Parks Private Endowments & Donations	195,000.00	109,959.71	85,040.29
	202006	Sawyer Point Park Gateway	430	Parks Private Endowments & Donations	229,510.00	111,328.66	118,181.34
Enterprise Services Duke Convention Center 243	212403	Building Equipment	103	Convention Center Fund	717,208.97	318,997.16	398,211.81
	222403	Building Equipment	103	Convention Center Fund	150,000.00	0.00	150,000.00
	192401	Capital Maintenance	103	Convention Center Fund	244,758.47	37,277.00	207,481.47
	212401	Capital Maintenance	103	Convention Center Fund	219,566.02	0.00	219,566.02
	222401	Capital Maintenance	103	Convention Center Fund	70,000.00	0.00	70,000.00

Section E.
Restricted Capital

SCHEDULE OF TRANSFER

Transfer and Appropriation: \$771,955.26

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS PRIOR REVISED		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
Community & Economic Dev. Housing Development 162	761	Special Housing Permanent Improvement Fund	241603	Strategic Housing Initiatives Program SHPIF	0.00	353,000.00	353,000.00
Parks Admin and Program Services 203	430	Parks Private Endowments & Donations	242005	Piatt Park Improvements	0.00	80,773.92	80,773.92
	430	Parks Private Endowments & Donations	242006	Sawyer Point Park Gateway	0.00	118,181.34	118,181.34
Enterprise Services Duke Convention Center 243	103	Convention Center Fund	222402	Furniture, Fixtures, and Equipment	10,000.00	230,000.00	220,000.00

Return to Source: \$5,778,675.77

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
					PRIOR	REVISED	
Stormwater Management 311	184182	Barrier Dam Electrical Safety Improvements	846	Stormwater Improvement Fund	260,669.00	224,969.00	35,700.00
	214121	Barrier Dam Motor Hydraulic Cylinder Rebuild	846	Stormwater Improvement Fund	633,000.00	457,494.00	175,506.00
	204142	Barrier Dam Silt Reduction	107	Stormwater Management Fund	200,000.00	124,746.00	75,254.00
	214102	CCTV Camera	107	Stormwater Management Fund	50,000.00	33,459.88	16,540.12
	224124	Cincinnati Local Flood Protection Project	107	Stormwater Management Fund	569,568.49	435,000.00	134,568.49
	224124	Cincinnati Local Flood Protection Project	846	Stormwater Improvement Fund	435,000.00	0.00	435,000.00
	234124	Cincinnati Local Flood Protection Project	107	Stormwater Management Fund	2,256,240.79	0.00	2,256,240.79
	214145	Flood Mitigation Program	107	Stormwater Management Fund	1,573,493.45	1,000,000.00	573,493.45
	214145	Flood Mitigation Program	846	Stormwater Improvement Fund	1,000,000.00	665,775.35	334,224.65
	234145	Flood Mitigation Program	107	Stormwater Management Fund	1,000,000.00	0.00	1,000,000.00
	224137	Stormwater Infrastructure Rehabilitation	107	Stormwater Management Fund	3,142,148.27	2,400,000.00	742,148.27

Transfer and Appropriation: \$5,572,817.19

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION		PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
					PRIOR	REVISED	
Stormwater Management 311	846	Stormwater Improvement Fund	184185	Stormwater Infrastructure Rehabilitation	3,481,175.73	3,516,875.73	35,700.00
	846	Stormwater Improvement Fund	214137	Stormwater Infrastructure Rehabilitation	4,430,000.00	4,939,730.65	509,730.65
	107	Stormwater Management Fund	224143	Linear Asset Condition Assessment	1,200,000.00	3,200,000.00	2,000,000.00
	846	Stormwater Improvement Fund	224137	Stormwater Infrastructure Rehabilitation	2,400,000.00	2,835,000.00	435,000.00
	107	Stormwater Management Fund	234137	Stormwater Infrastructure Rehabilitation	407,613.46	3,000,000.00	2,592,386.54

202402435

Clerk of Council

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

Please check ALL that apply

☐ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Katherine Ott Zehnder

(First)

(Middle)

(Last)

Occupation Civil Engineer

Business Address

Street

Suite Number

Sausalito

CA

94965

City

State

Zip(+4)

Telephone Number (415) 903-2800

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here X)

Name of Legislative Agent

Address

Street

Suite Number

City

State

Zip(+4)

Telephone Number ()

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199

(Report due on or before July 31)

☒ July 1 through December 31, 1992023

(Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES X ____ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

X ____ YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
_____	_____
_____	_____
_____	_____

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

<u>None</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here X ____)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: None
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

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

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

Katherine Ott Zehnder

Type or Print Name of Legislative Agent

Katherine O. Zehnder

Signature of Legislative Agent

1/11/24

Date



January 31, 2024

Clerk of the Council
801 Plum Street
Room 308
Cincinnati, OH 45202

Dear Filing Official:

Enclosed, please find the original of the following items for:

Katherine Ott Zehnder

- ☒ Katherine Ott Zehnder Legislative Agent Updated Registration
Statement for 7/1/23 through 12/31/2023
- ☐ Other:

Please endorse this transmittal letter as acknowledgement of receipt of the enclosed items and return it in the stamped envelope provided. Thank you.

1006.01 Cincinnati, OH

ST1374-01/21

CLERK OF COUNCIL

28 Liberty Ship Way, Suite 2815
Sausalito, California 94965
www.politicomlaw.com

Clerk of Council

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

\$25.00 FILING FEE*202400436***LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT**

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

A. LEGISLATIVE AGENT INFORMATION

1. Full Name Lauren Diaz
2. Occupation Lobbyist
3. Title/Position Director of Government Affairs
4. Business Address 41 S. High St. 2400

Street

Suite Number

Columbus

OH

43215

City

State

Zip(+4)
5. Telephone Number (614) 628.6817 (6817)
6. Date of Engagement as Legislative Agent 01/01/2024

B. EMPLOYER INFORMATION

1. Full name of company or organization Cincinnati & Hamilton County Public Library
2. Type of Industry Library
3. Business Address 800 Vine St

Street

Suite Number

Cincinnati

OH

45202

City

State

Zip(+4)

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

Legislation pertaining to Cincinnati & Hamilton County Public Library

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

<input type="checkbox"/> Agriculture	<input type="checkbox"/> Environment	<input type="checkbox"/> Real Estate/Housing
<input type="checkbox"/> Alcohol/Tobacco	<input type="checkbox"/> Financial Institutions/Consumer Finance	<input type="checkbox"/> Retail and Commercial
<input checked="" type="checkbox"/> Arts/Entertainment	<input type="checkbox"/> Medical/Hospitals/Health Care	<input checked="" type="checkbox"/> Service Business
<input type="checkbox"/> Communications/Media	<input type="checkbox"/> Insurance	<input type="checkbox"/> Social Svs./Human Svs.
<input type="checkbox"/> Contractors/Construction	<input type="checkbox"/> Labor/Labor Organizations	<input type="checkbox"/> Science and Technology
<input type="checkbox"/> County/Local Government	<input type="checkbox"/> Legal	<input type="checkbox"/> State Employees
<input checked="" type="checkbox"/> Education	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> State Government
<input type="checkbox"/> Energy/Utilities	<input checked="" type="checkbox"/> Public Interest	<input type="checkbox"/> Transportation

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

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

Lauren Diaz

Type or Print Name of Legislative Agent



Signature of Legislative Agent

1/24/24

Date

Type or Print Name of Persons Signing for Employer

Paula Brehm Heeger

BY:

Signature for Employer

Eva Jane Romaine Coombe Director

Title

1/26/2024

Date

Clerk of Council

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

\$25.00 FILING FEE

202400437

LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

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

A. LEGISLATIVE AGENT INFORMATION

1. Full Name Derrick Clay
2. Occupation Lobbyist
3. Title/Position Senior Vice President
4. Business Address 41 S. High St. 2400

<u>Columbus</u> <small>City</small>	<u>OH</u> <small>State</small>	<u>42315</u> <small>Suite Number Zip(+4)</small>
--	-----------------------------------	---
5. Telephone Number (614) 628.6817 (6825)
6. Date of Engagement as Legislative Agent 01/01/2024

B. EMPLOYER INFORMATION

1. Full name of company or organization Cincinnati & Hamilton County Public Library
2. Type of Industry Library
3. Business Address 800 Vine St

<u>Cincinnati</u> <small>City</small>	<u>OH</u> <small>State</small>	<u>45202</u> <small>Suite Number Zip(+4)</small>
--	-----------------------------------	---

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

Legislation pertaining to Cincinnati & Hamilton County Public Library

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

<input type="checkbox"/> Agriculture	<input type="checkbox"/> Environment	<input type="checkbox"/> Real Estate/Housing
<input type="checkbox"/> Alcohol/Tobacco	<input type="checkbox"/> Financial Institutions/Consumer Finance	<input type="checkbox"/> Retail and Commercial
<input checked="" type="checkbox"/> Arts/Entertainment	<input type="checkbox"/> Medical/Hospitals/Health Care	<input checked="" type="checkbox"/> Service Business
<input type="checkbox"/> Communications/Media	<input type="checkbox"/> Insurance	<input type="checkbox"/> Social Svs./Human Svs.
<input type="checkbox"/> Contractors/Construction	<input type="checkbox"/> Labor/Labor Organizations	<input type="checkbox"/> Science and Technology
<input type="checkbox"/> County/Local Government	<input type="checkbox"/> Legal	<input type="checkbox"/> State Employees
<input checked="" type="checkbox"/> Education	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> State Government
<input type="checkbox"/> Energy/Utilities	<input checked="" type="checkbox"/> Public Interest	<input type="checkbox"/> Transportation

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

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

Derrick Clay

Type or Print Name of Legislative Agent

Derrick R. Clay
Signature of Legislative Agent

January 24, 2024
Date

Type or Print Name of Persons Signing for Employer

BY: *Paula Brehm Heeger*

Signature for Employer

Eva Jane Romaine Coombe Director

Title

1/26/2024

Date

202400438

Clerk of Council

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

Please check ALL that apply

- ☒ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Meghan Elizabeth Cummings
(First) (Middle) (Last)
Occupation VP, Civic Advancement, Greater Cincinnati Fdn.
Business Address 720 East Pete Rose Way
Street Suite Number
Cincinnati OH 45202
City State Zip(+4)
Telephone Number (513) 768-6144

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199_____
☒ July 1 through December 31, 199__ 2023

(Report due on or before July 31)
(Report due on or before Jan. 31)

1 FEB 24 4:37

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

____ YES ☒ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
<u>Greater Cincinnati Foundation</u>	<u>12/31/23</u>
_____	_____
_____	_____
_____	_____

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

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

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

Meghan Cummings

Type or Print Name of Legislative Agent

Meghan Cummings

Signature of Legislative Agent

1/30/24

Date

202400439
Women's Fund
of the
Greater Cincinnati
Foundation

Clerk of Council

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

Please check ALL that apply

- ☐ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. There is no fee for this filing. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Holly Bauer Nagel Hankinson
(First) (Middle) (Last)
Occupation Advocacy Director, Women's Fund of the Greater Cincinnati Fdn.
Business Address 720 E. Pete Rose Way, Ste 120
Street Suite Number
Cincinnati OH 45202
City State Zip(+4)
Telephone Number (513) 768-6124

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199__

(Report due on or before July 31)

☒ July 1 through December 31, 199__

(Report due on or before Jan. 31)

2023

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

☒ YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name

Date of Termination

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

Motion r: infrastructure projects at City (prepared in response to
CSR Report 9-27-23)

(If none, check here ____)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

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

Holly Hankinson
Type or Print Name of Legislative Agent

Holly Hankinson
Signature of Legislative Agent

1-30-24
Date

Employer Name

Addiction Services Council
Alden Renewable Energy
Blue Ocean Development
Camp Joy
Cincinnati Art Museum
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal (The Sawyer Place Company)
Cincinnati Blue Line Foundation
Circle Development, LLC
Cincy Smiles Foundation
CincyTech
Dragonfly Foundation
Equitable Financial Life Insurance Company
Fifth Third Bank
Jewish Federation of Cincinnati
Joe Burrow Foundation
Levy Entertainment
Madison & Stewart, LLC
Marketplace Events
Mercantile Library
Norfolk Southern
Oakley Yards Development, LLC
PLK Cooper, LLC
Rosemary's Babies Co
Taft Museum of Art
Trinitas Ventures, LLC
TWG
UC Health – <i>End Date 12/31/23</i>
United Way of Greater Cincinnati
University of Cincinnati
Uptown Consortium
Uptown Rental Properties
Urban League of Greater Southwest Ohio

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT – Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

☐ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS – Are you still engaged by all of the employers listed on page 1 of this form?

☐ YES ☒ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).

Employer Name

UC Health

Date of Termination

12/31/23

ORDINANCES AND RESOLUTIONS – List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Employer	Ordinance/Resolution #	Description
CincySmiles	00044-2024	Workforce Development Funding
	02574-2023	Workforce Development Funding (Filed)
	02755-2023	Workforce Development Funding (Adopted)
CBRT/Sawyer Place	02093-2023	Property Transfer with Riverside Lots LLC
Cincinnati Ballet	01865-2023	Property Sale Agreement on Gilbert
Norfolk Southern	01863-2023	Ballot Language for Railroad Sale
		Motion requesting admin report on possible spending from CSR Sale Proceeds
	01876-2023	
	02088-2023	Report on CSR Proceed Spending
	02037-2023	Motion requesting admin report on climate-related uses of CSR Sale Proceeds

ADDITIONAL TYPES OF LEGISLATION – Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

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D. FINANCIAL TRANSACTIONS

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- c. Date the transaction was made or entered into: _____
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(Attach an additional sheet for each public officer, employee, or staff member)

(If none, check here ☒)

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

Matt Davis

Type or Print Name of Legislative Agent



Signature of Legislative Agent

1/30/24

Date

Clerk of Council

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

Please check ALL that apply

- ☒ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

1 JAN 24 PM 3:07
CLERK OF COUNCIL

20240244

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Colleen Marie Reynolds
(First) (Middle) (Last)

Occupation Government Affairs

Business Address 255 E 5th Street 1900
Street Suite Number

Cincinnati OH 45202
City State Zip (+4)

Telephone Number (513) 832 - 5449

AGENT CHANGE OF NAME OR ADDRESS – Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here X)

Name of Legislative Agent _____

Address _____
Street Suite Number

City _____ State _____ Zip (+4) _____

Telephone Number ()

Reporting Period: Statement filed for period covering (check one and fill in year).

- ☐ January 1 through June 30, 2023
☒ **July 1 through December 31 2023**

(Report due on or before July 31)
(Report due on or before Jan. 31)

Employer Name

Addiction Services Council
Alden Renewable Energy
Blue Ocean Development
Camp Joy
Cincinnati Art Museum
Cincinnati Arts Association
Cincinnati Ballet
Cincinnati Barge & Rail Terminal (The Sawyer Place Company)
Cincinnati Blue Line Foundation
Cincinnati USA Regional Chamber
Cincy Smiles Foundation
Circle Development, LLC
CincyTech
Dragonfly Foundation
Equitable Financial Life Insurance Company
Fifth Third Bank
Jewish Federation of Cincinnati
Joe Burrow Foundation
Levy Entertainment
Madison & Stewart, LLC
Marketplace Events
Mercantile Library
Norfolk Southern
Oakley Yards Development, LLC
PLK Cooper, LLC
Roger Bacon High School
Rosemary's Babies Co.
Steiner (Development)
Taft Museum of Art
Trinitas Ventures, LLC
TWG
UC Health – <i>End Date 12/31/23</i>
United Way of Greater Cincinnati
University of Cincinnati
Uptown Consortium
Uptown Rental Properties
Urban League of Greater Southwest Ohio

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT – Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

☐ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS – Are you still engaged by all of the employers listed on page 1 of this form?

☐ YES ☒ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).

Employer Name

Date of Termination

UC Health

12/31/23

ORDINANCES AND RESOLUTIONS – List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Employer	Ordinance/Resolution #	Description
CincySmiles	00044-2024	Workforce Development Funding
	02574-2023	Workforce Development Funding (Filed)
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CBRT/Sawyer Place	02093-2023	Property Transfer with Riverside Lots LLC
Cincinnati Ballet	01865-2023	Property Sale Agreement on Gilbert
Norfolk Southern	01863-2023	Ballot Language for Railroad Sale
		Motion requesting admin report on possible spending from CSR Sale Proceeds
	01876-2023	
	02088-2023	Report on CSR Proceed Spending
	02037-2023	Motion requesting admin report on climate-related uses of CSR Sale Proceeds

ADDITIONAL TYPES OF LEGISLATION – Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

C. DEFINITIONS

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D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____
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- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public office(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

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

Colleen M. Reynolds

Type or Print Name of Legislative Agent

Colleen M. Reynolds

Signature of Legislative Agent

1/30/2024

Date

Clerk of Council

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

Please check ALL that apply

- ☒ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A. GENERAL INFORMATION

Full Name of Legislative Agent Annalese Marie Cahill
(First) (Middle) (Last)

Occupation Government Affairs

Business Address 255 E 5th Street 1900
Street Suite Number

Cincinnati OH 45202
City State Zip (+4)

Telephone Number (513) 832 - 5428

AGENT CHANGE OF NAME OR ADDRESS – Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here X)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip (+4)

Telephone Number ()

Reporting Period: Statement filed for period covering (check one and fill in year).

- ☐ January 1 through June 30, 2023 (Report due on or before July 31)
☒ **July 1 through December 31 2023** (Report due on or before Jan. 31)

Employer Name

Addiction Services Council
Alden Renewable Energy
Camp Joy
Cincinnati Art Museum
Cincinnati Ballet
Cincinnati Blue Line Foundation
Cincy Smiles Foundation
CincyTech
Jewish Federation of Cincinnati
Joe Burrow Foundation
Levy Entertainment
Marketplace Events
Norfolk Southern
Roger Bacon High School
Taft Museum of Art
UC Health – <i>End Date 12/31/23</i>
University of Cincinnati
Uptown Consortium
Uptown Rental Properties
Urban League of Greater Southwest Ohio

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT – Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

☐ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS – Are you still engaged by all of the employers listed on page 1 of this form?

☐ YES ☒ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary).

Employer Name

Date of Termination

UC Health

12/31/23

ORDINANCES AND RESOLUTIONS – List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Employer	Ordinance/Resolution #	Description
CincySmiles	00044-2024	Workforce Development Funding
	02574-2023	Workforce Development Funding (Filed)
	02755-2023	Workforce Development Funding (Adopted)
CBRT/Sawyer Place	02093-2023	Property Transfer with Riverside Lots LLC
Cincinnati Ballet	01865-2023	Property Sale Agreement on Gilbert
Norfolk Southern	01863-2023	Ballot Language for Railroad Sale
		Motion requesting admin report on possible spending from CSR Sale Proceeds
	01876-2023	
	02088-2023	Report on CSR Proceed Spending
	02037-2023	Motion requesting admin report on climate-related uses of CSR Sale Proceeds

ADDITIONAL TYPES OF LEGISLATION – Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

C. DEFINITIONS

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D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____
- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public office(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

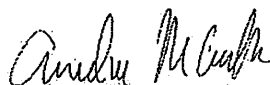
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ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Annalese M. Cahill

Type or Print Name of Legislative Agent



Signature of Legislative Agent

1/30/2024

Date

Clerk of Council

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

Please check ALL that apply

- ☐ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A. GENERAL INFORMATION

Full Name of Legislative Agent Alana M. Tucker
(First) (Middle) (Last)

Occupation Senior Director of Government Affairs

Business Address 700 Walnut Street Suite 450
Street Suite Number
Cincinnati Ohio 45202
City State Zip(+4)

Telephone Number (513) 651-4100

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒ X)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199_
☒ July 1 through December 31, 2023_

(Report due on or before July 31)
(Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

____ YES ☒ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
_____	_____
_____	_____
_____	_____
_____	_____

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

See attached	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

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C. DEFINITIONS

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(Attach an additional sheet for each public officer, employee, or staff member.)

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

Alana Tucker

Type or Print Name of Legislative Agent

Signature of Legislative Agent

January 25, 2024

Date

Alana M. Tucker
Legislative Agent Updated Registration Statement & Termination Report
July 1 2023 - December 31, 2023

Client	Activity	Items
Artworks	Activities related to city operating and capital budget, Youth 2 Work, youth employment, Creative Campus capital project, public art, and monuments.	Item #202302767
Boys and Girls Club of Greater Cincinnati	Activities related to Boys and Girls Clubs, youth workforce, clubs in Roll Hill, Avondale, and Price Hill.	No legislation
Center for Addiction Treatment	Activities related to addiction recovery, leveraged support, and human services funding.	No legislation
Contemporary Arts Center	Activities related to arts funding.	No legislation
Great Parks of Hamilton County	Activities related to Great Parks / City of Cincinnati property leases, parks, trails and conservation.	No legislation
Living with Change	Activities related to LGBTQ+ issues.	No legislation
Marathon Health	Activities related to healthcare.	No legislation
Metro	Activities related to SORTA public transportation services and operating budget.	Items #202302383
Produce Perks Midwest	Activities related to food insecurity.	No legislation
The Literacy Lab	Activities related to the Leading Men Fellowship.	No legislation

Clerk of Council

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

Please check ALL that apply

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☐ Change of Address
☐ Amended Statement

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A. GENERAL INFORMATION

Full Name of Legislative Agent James T Benedict
(First) (Middle) (Last)
Occupation Consultant/Vice President, Government Strategies Group
Business Address 700 Walnut Street, Suite 450
Street Suite Number
Cincinnati OH 45202
City State Zip(+4)
Telephone Number (513) 651-4100

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____
Address _____
Street Suite Number

City State Zip(+4)
Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

 January 1 through June 30, 199 (Report due on or before July 31)
 X July 1 through December 31, 2023 (Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

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____ YES ☒ NO

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TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

☒ YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
See attached spreadsheet.	

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

See attached spreadsheet.			

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

JAMES T. BENEDICT

Type or Print Name of Legislative Agent

[Signature]
Signature of Legislative Agent

1/26/24
Date

James T. Benedict
Legislative Agent Updated Registration Statement
July 1, 2023 - December 31, 2023

Client	Activity	Items
altafiber	Activities related to ARPA and broadband expansion in the City of Cincinnati.	No legislation
Arena Management Holdings	Activities related to arena.	No legislation
ArtWorks	Activities related to city operating and capital budget, Youth 2 Work, youth employment, Creative Campus capital project, public art, and monuments.	Item #202302767
Best Point Education & Behavioral Health	Activity related to workforce development, city operating, and human services funding.	No legislation
Bethany House Services	Activities related to family homelessness, city operating, and human services funding.	Items #202302755, 202302682, 202302574
Birkla Investment Group	Activities related to the Terrace Plaza, 530 Main Street, @580, and other real estate development.	No legislation
Boys and Girls Club of Greater Cincinnati	Activities related to Boys and Girls Clubs, youth workforce, clubs in Roll Hill, Avondale, and Price Hill.	No legislation
Center for Addiction Treatment	Activities related to addiction recovery, leveraged support, and human services funding.	No legislation
Cincinnati Bulk Terminals	Activities related to barge operation on riverfront.	No legislation
Cincinnati Center City Development Corporation (3CDC)	Activities related to 3CDC development.	Item #202302007, 202302400, 202302782
Cincinnati Children's Hospital Medical Center	Activities related to Children's Hospital.	No legislation
Cincinnati Museum Center	Activities related to Cincinnati Museum Center and arts funding.	No legislation
Cincinnati Works	Activities related to employment services, City funding, including operating budget, human services funding, and the Hand Up Initiative.	Items #202302101, 202302400, 202302448
Duke Energy	Activities related to Duke operations in the City of Cincinnati.	Items # 202302263, 202302264
FC Cincinnati	Activities related to Major League Soccer stadium and real estate development in Cincinnati.	Items #202302314, 202302451, 202302671, 202302783
Film Cincinnati	Activity related to major motion pictures, city operating budget, and security.	No legislation
Great Parks of Hamilton County	Activities related to Great Parks / City of Cincinnati property leases, parks, trails and conservation.	No legislation
LADD, Inc.	Activity related to smart technology, independent living, and ARPA.	Item #202201723
Lighthouse Youth & Family Services	Activity related to homeless youth and the city operating budget.	No legislation
Metro	Activities related to SORTA public transportation services and operating budget.	Items #202302383
MORTAR	Activities related to city funding to support minority entrepreneurship.	No legislation
Produce Perks Midwest	Activities related to food insecurity.	No legislation
Prus Construction	Activities related to development and construction in the city.	No legislation
Terrex Development and Construction	Activities related to Terrex development projects.	No legislation
The Children's Theatre of Cincinnati	Activities related to Emery Theatre redevelopment.	No legislation
The Literacy Lab	Activities related to the Leading Men Fellowship.	No legislation
The Nancy & David Wolf Holocaust & Humanity Center	Activities related to arts funding and Holocaust education.	No legislation
Terminated		
American Sign Museum	No activity.	Terminated as of 7/31/23.
Valley Asphalt Co.	No activity.	Terminated as of 7/1/23.
National Marketshare Group	No activity.	Terminated 7/1/23.

Clerk of Council

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

Please check ALL that apply

- ☒ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

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A. GENERAL INFORMATION

Full Name of Legislative Agent Charles H. Gerhardt, III
(First) (Middle) (Last)

Occupation President & CEO, Government Strategies Group

Business Address 700 Walnut Street, Suite 450
Street Suite Number

Cincinnati OH 45202
City State Zip(+4)

Telephone Number (513) 651-4100

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199_
☒ July 1 through December 31, 2023

(Report due on or before July 31)
(Report due on or before Jan. 31)

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

Charles H. Gerhardt
Type or Print Name of Legislative Agent


Signature of Legislative Agent

1/31/24
Date

Charles Gerhardt
Legislative Agent Updated Registration Statement
July 1, 2023 - December 31, 2023

Client	Activity	Items
Acabay	Activities related to real estate development.	No legislation
altafiber	Activities related to ARPA and broadband expansion in the City of Cincinnati.	No legislation
Arena Management Holdings	Activities related to arena.	No legislation
ArtWorks	Activities related to city operating and capital budget, Youth 2 Work, youth employment, Creative Campus capital project, public art, and monuments.	Item #202302767
Ascend Ohio	Activities associated with construction and real estate development.	No legislation
Best Point Education & Behavioral Health	Activity related to workforce development, city operating, and human services funding.	No legislation
Bethany House Services	Activities related to family homelessness, city operating, and human services funding.	Items #202302755, 202302682, 202302574
Birkla Investment Group	Activities related to the Terrace Plaza, 530 Main Street, @580, and other real estate development.	No legislation
Boys and Girls Club of Greater Cincinnati	Activities related to Boys and Girls Clubs, youth workforce, clubs in Roll Hill, Avondale, and Price Hill.	No legislation
Caracole	Activity related to Human Services funding and HIV/AIDS prevention programming.	No legislation
Center for Addictions Treatment (CAT)	Activities related to addiction recovery, leveraged support, and human services funding.	No legislation
Cincinnati Bulk Terminals	Activities related to barge operation on riverfront.	No legislation
Cincinnati Center City Development Corporation (3CDC)	Activities related to 3CDC development.	Item #202302007, 202302400, 202302782
Cincinnati Children's Hospital Medical Center	Activities related to Children's Hospital.	No legislation
Cincinnati Museum Center	Activities related to Cincinnati Museum Center and arts funding.	No legislation
Cincinnati Works	Activities related to employment services, City funding, including operating budget, human services funding, and the Hand Up Initiative.	Items #202302101, 202302400, 202302448
Contemporary Arts Center	Activities related to arts funding.	No legislation
Duke Energy	Activities related to Duke operations in the City of Cincinnati.	Items # 202302263, 202302264
FC Cincinnati	Activities related to Major League Soccer stadium and real estate development in Cincinnati.	202302783
Film Cincinnati	Activity related to major motion pictures, city operating budget, and security.	No legislation
Great Parks of Hamilton County	Activities related to Great Parks / City of Cincinnati property leases, parks, trails and conservation.	No legislation
LADD, Inc.	Activity related to smart technology, independent living, and ARPA.	Item #202201723
Lighthouse Youth & Family Services	Activity related to homeless youth and the city operating budget.	No legislation
Living with Change	Activities related to LGBTQ+ issues.	No legislation
Marathon Health	Activities related to healthcare.	No legislation
Metro	Activities related to SORTA public transportation services and operating budget.	Items #202302383
MORTAR	Activities related to city funding to support minority entrepreneurship.	No legislation
NB Affordable	Activities related to real estate development.	No legislation
OVG360	Activities related to the Duke Energy Convention Center.	No legislation

Produce Perks Midwest	Activities related to food insecurity.	No legislation
Prus Construction	Activities related to development and construction in the city.	No legislation
Pure Romance	Activity related to economic development.	No legislation
Terrex Development and Construction	Activities related to Terrex development projects.	No legislation
The Children's Theatre of Cincinnati	Activities related to Emery Theatre redevelopment.	No legislation
The Crossroads Center	Activities related to addiction treatment.	No legislation
The Literacy Lab	Activities related to the Leading Men Fellowship.	No legislation
The Nancy & David Wolf Holocaust & Humanity Center	Activities related to arts funding and Holocaust education.	No legislation
United Healthcare	Activities related to healthcare plans.	No legislation
Visit Cincy	Activities related to tourism and convention district.	No legislation

Terminated		
Keystone Hotel Group	Activities related to real estate development.	Terminated as of 12/31/23
Manhattan Development Group	Activities related to real estate development in Madisonville.	Terminated as of 7/31/23
Tusculum Ridge Properties	Activities related to real estate development.	Terminated as of 8/30/23
Valley Asphalt Co.	Activities related to development of Valley Asphalt's new city operations.	Terminated as of 7/01/23

Clerk of Council

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

Please check ALL that apply

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A. GENERAL INFORMATION

Full Name of Legislative Agent J Douglas Moormann
(First) (Middle) (Last)

Occupation Vice President Development Strategies Group

Business Address 700 Walnut Street Ste 450
Street Suite Number

Cincinnati OH 45202
City State Zip(+4)

Telephone Number (513) 651-4100

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199_ (Report due on or before July 31)
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____ YES X NO

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	Date of Termination
see attached	

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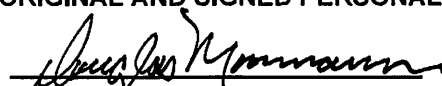
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CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

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

J Douglas Moormann
Type or Print Name of Legislative Agent


Signature of Legislative Agent

01/22/2024
Date

Doug Moormann
Legislative Agent Updated Registration Statement & Termination Report
July 1, 2023 - December 31, 2023

Client	Activity	Items
Acabay	Activities related to real estate development	No legislation
Ascend Ohio	Activities associated with construction and real estate development	No legislation
Birkla Investment Group	Activities related to the Terrace Plaza, 530 Main Street, @580, and other real estate development.	No legislation
Kroger	Issues related to business expansion and location work.	No legislation
Local Oakley	Activity related to development of the Local Oakley project.	Item 202302198
NB Affordable	Activities related to real estate development	No legislation
Newcrest Image	Activities related to real estate development	No legislation
Neyer Properties	Issues related to the Cincinnati Public Radio site in Evanston.	No legislation
NuovoRE	Activity related to redevelopment of the Gwynne Building.	No legislation
Prus Construction	Activities related to development and construction in the city.	No legislation
Pure Romance	Activity related to economic development. No legislation.	No legislation
Sunflower Development Group	Activities related to real estate development.	No legislation
Terrex Development and Construction	Activities related to Terrex development projects.	No legislation
Topicz	Activities related to real estate development.	No legislation
Visit Cincy	Activities related to tourism and convention district.	No legislation
Terminated		
American Sign Museum	Activities related to expansion of Camp Washington facility	Terminate Registration as of 7/31/23
Divisions Maintenance Group	Activities related to real estate development	Terminate Registration as of 12/31/23
Hills Properties	Activity related to the development of the Graphite Oakley apartment complex.	Terminate Registration as of 7/1/23
Keystone Hotel Group	Activities related to real estate development	Terminate Registration as of 12/31/23
Manhattan Development Group	Activities related to real estate development in Madisonville.	Terminate Registration as of 7/31/23
Towne Properties	Activities related to real estate development	Terminated as of 3/6/23
Topicz	Activities related to real estate development	Terminated as of 8/30/23
Tusculum Ridge	Activities related to real estate development	Terminated 8/30/23

Clerk of Council

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

Please check ALL that apply

- ☐ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Anne C. Sesler
(First) (Middle) (Last)

Occupation Director of Public Affairs, Government Strategies Group

Business Address 700 Walnut Street, Suite 450
Street Suite Number

Cincinnati OH 45202
City State Zip(+4)

Telephone Number (513) 651-4100

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 199_
☒ July 1 through December 31, 2023

(Report due on or before July 31)
(Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES X NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

X YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
_____	_____
_____	_____
_____	_____

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

See attached.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ____)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here X)

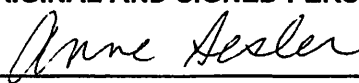
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ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Anne C. Sesler
Type or Print Name of Legislative Agent


Signature of Legislative Agent

1/22/2024
Date

Anne Sesler
Legislative Agent Updated Registration Statement
July 1, 2023 - December 31, 2023

Client	Activity	Items
Acabay	Activities related to economic development	No legislation
Bethany House Services	Activities related to family homelessness, city operating funding	Items # 202302755, 202302682, 202302574
Boys and Girls Club of Greater Cincinnati	Activities related to Boys and Girls Clubs	No legislation
Caracole	Activities related to Human Services funding and HIV/AIDS prevention programming.	No legislation
Crossroads Center	Activities related to new facility	No legislation
FC Cincinnati	Activities related to Major League Soccer stadium and real estate development in Cincinnati.	No legislation
Lighthouse Youth & Family Services	Activities related to homeless youth and the city operating budget.	No legislation
Metro	Activities related to SORTA public transportation services	No legislation
MORTAR	Activities related to city funding to support minority entrepreneurship.	No legislation
OVG360	Activities related to the Duke Energy Convention Center.	No legislation
The Nancy & David Wolf Holocaust & Humanity Center	Activities related to arts funding and Holocaust education.	No legislation
Visit Cincy	Activities related to tourism and convention district.	No legislation

202400451

Clerk of Council

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

Please check ALL that apply

- ☐ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Nicole Ware

(First)

(Middle)

(Last)

Occupation Government Relations

Business Address 41 S. High Street, Suite 3550

Street

Suite Number

Columbus, OH, 43215

City

State

Zip(+4)

Telephone Number (513) 266-9062

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____

Street

Suite Number

City

State

Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

- ☐ January 1 through June 30, 2023
☒ July 1 through December 31, 2023

- (Report due on or before July 31)
(Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES ☒ NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

☒ YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Ordinance 202300881			

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here ☒)

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

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"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

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- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here ☒)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

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

Nicole Ware

Type or Print Name of Legislative Agent

Nicole Ware

Signature of Legislative Agent

2-6-2024

Date

2024/00452

Clerk of Council

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

Please check ALL that apply

- ☐ Termination(s) of Engagement
☐ Change of Address
☐ Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A. GENERAL INFORMATION

Full Name of Legislative Agent Zachery McCune

(First)

(Middle)

(Last)

Occupation Government Relations

Business Address 41 S. High Street, Suite 3550

Street

Suite Number

Columbus, OH, 43215

City

State

Zip(+4)

Telephone Number (614) 530-6969

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here ☒)

Name of Legislative Agent _____

Address _____

Street

Suite Number

City

State

Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

☐ January 1 through June 30, 2023

☒ July 1 through December 31, 2023

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Employer Name

Date of Termination

_____	_____
_____	_____
_____	_____

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

Ordinance 202300881

Ordinance 202301802

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

Improvements to conditions for Ohioans aged 50+ in Cincinnati.

(If none, check here ____)

C. DEFINITIONS

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"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

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(If none, check here ☒)

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

Zachery McCune


Type or Print Name of Legislative Agent



Signature of Legislative Agent

2/5/24

Date

Date: February 6, 2024
To: Mayor and Members of Council
From: Emily Smart Woerner, City Solicitor 
Copies: Melissa Autry, Clerk of Council
Subject: Review of Certified Copy of Petition

Pursuant to Article II, Section A.4 of the Charter of the City of Cincinnati, I have reviewed the enclosed certified copy of a petition submitted by Margaret Waller to the Clerk of Council on January 22, 2024. The certified copy of the petition addresses a single subject and meets the requirements as to form provided by the Charter.

CERTIFICATION OF PROPOSED PETITION

I, Margaret Waller being duly sworn and cautioned, depose and state as follows:

1. I am competent to testify to the matters herein on the basis of my own personal knowledge of the facts.
2. I am one of five committee members listed on a *Petition for Submission of Proposed Amendment to Charter* regarding a proposal to amend the City of Cincinnati Charter to prohibit the City from being a member of a Metropolitan Planning Organization that does not allocate voting rights to its members proportionately based on population (the "Petition").
3. Attached to this certification is a true and accurate copy of the Petition, which I intend to distribute for signatures once the City Solicitor determines that the Petition addresses a single subject and meets the requirements as to form provided by the City Charter.
4. Further, affiant sayeth naught.

Executed this 22 day of January, 2024.

Signature: [Signature]

Printed Name: Margaret Waller

Before me, a notary public in and for Hamilton County, State of Ohio, this 22nd day of January, 2024, the above-named Margaret Waller personally appeared and acknowledged his/her signature on the foregoing document.



JOHN PAUL BURLEIGH
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03 O.R.C.

[Signature]
Notary Public

23 JAN 24 2:44

CLERK OF COUNCIL

JOHN PAUL BURLEIGH
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date Section 147.03 O.R.C.



Petition for Submission of Proposed Amendment to Charter

Constitution of Ohio, Art. XVIII, Section 9 and 14; R.C. 731.28 - .41, 3503.06

To be signed by ten percent of the electors, based upon the total vote cast at the last preceding general municipal election.

(NOTE – The below notice must be printed in red.)

NOTICE – Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter is liable to prosecution.

To the Council, the legislative authority of the City of Cincinnati of
(City or Village)

Hamilton, Ohio.

We, the undersigned, qualified electors of the City of Cincinnati of
(City or Village)

Hamilton, Ohio respectfully petition the legislative authority to forthwith provide by

Ordinance, for the submission to the electors of said city or village, the following proposed amendment to the Charter of said city or village to-wit:

Article XVII - Membership in a Metropolitan Planning Organization

(1) The City may commence or maintain membership in a Metropolitan Planning Organization ("MPO") only when both of the following conditions are met: (a) the voting power of the governing board of the MPO is apportioned proportionally based on population, not including those statutorily-required voting members; and (b) members that represent local governments have at least 90% of the total votes on the governing board.

(2) In the event that an MPO does not comply with section (1) of this Article, the City shall withdraw its membership from the body if the voting system is not corrected within 60 days of the effective date of this Article.

Proposal to Amend Cincinnati Charter to Prohibit Membership in a Metropolitan Planning Organization Without Voting Rights Allocated by Population

We hereby designate the following persons as a committee to represent the petitioners in all matters relating to this petition or its circulation:

Name	Residence

Signatures on this petition must be from only one county and must be written in ink.

	Signature	Voting Residence, Street Number and Address	City, Village or Township	County	Date of Signing
1.					
2.					
3.					
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22.					
23.					

Proposal to Amend Cincinnati Charter to Prohibit Membership in a Metropolitan Planning Organization Without Voting Rights Allocated by Population

	Signature	Voting Residence, Street Number and Address	City, Village or Township	County	Date of Signing
24.					
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7716nd9Z,NE0592

7006 700 80 X2E 00

Proposal to Amend Cincinnati Charter to Prohibit Membership in a Metropolitan Planning Organization Without Voting Rights Allocated by Population

	Signature	Voting Residence, Street Number and Address	City, Village or Township	County	Date of Signing
56.					
57.					
58.					
59.					
60.					
61.					
62.					
63.					
64.					
65.					

Circulator Statement

Must be completed and signed by the circulator.

I, _____, declare under penalty of election falsification that I reside at the address
Printed Name of Circulator
 appearing below my signature; that I am the circulator of the foregoing petition containing _____ signatures;
Number
 that I witnessed the affixing of every signature; that all signers were to the best of my knowledge and belief
 qualified to sign; and that every signature is to the best of my knowledge and belief the signature of the person
 whose signature it purports to be or of an attorney in fact acting pursuant to section 3501.382 of the Revised Code.

**WHOEVER COMMITS ELECTION
FALSIFICATION IS GUILTY OF A
FELONY OF THE FIFTH DEGREE**

 Signature of Circulator

 Permanent Residence Address

 City or Village

 State

 Zip Code

_____, Ohio

Form 6-B

Petition for the submission of a
proposed amendment to charter

Filed _____, _____ (Month, Day), _____ (Year)

 City Auditor or Village Clerk

January 24, 2024

To: Mayor and Members of City Council

202400295

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DCED: King Records Project

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and return to source of \$410,000 from capital improvement program project account no. 980x164x221616, “King Records Building Restoration,” to unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$410,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x164x7200 to provide resources for professional services and operating support to allow King Records Legacy, Inc. d/b/a King Records Legacy Foundation to undertake pre-development activities related to the eventual renovation of the former King Records building; and **DECLARING** that the King Records Legacy, Inc. d/b/a King Records Legacy Foundation’s pre-development activities related to the eventual renovation of the former King Records building serve a public purpose because the eventual renovation of the former King Records building will foster local improvements and investment and increase neighborhood vitality.

Approval of this Emergency Ordinance authorizes the transfer and return to source of \$410,000 from capital improvement program project account no. 980x164x221616, “King Records Building Restoration,” to the unappropriated surplus of General Fund 050. Additionally, the Emergency Ordinance authorizes the transfer and appropriation of \$410,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x164x7200 to provide resources for professional services and operating support to allow King Records Legacy, Inc. /b/a King Records Legacy Foundation’s to undertake pre-development activities related to the eventual renovation of the former King Records building. Finally, this Emergency Ordinance declares that the King Records Legacy, Inc. d/b/a King Records Legacy Foundation’s pre-development activities related to the eventual renovation of the former King Records building serve a public purpose.

Ordinance No. 0369-2021 authorized the transfer and appropriation of \$1,000,000 to capital improvement program project account no. 980x164x221616, “King Records Building Restoration,” to provide resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood. King Records Legacy, Inc. made a request that the City provide up to \$410,000 in resources to support professional services and operational support to allow King Records Legacy, Inc. to undertake further fundraising, project planning, and community engagement related to the renovation of the former King Records property.

Providing resources for the renovation of the former King Records building is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]reserve our built history” as described on pages 193-198 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to deploy funding to allow the pre-development activities related to the eventual renovation of the former King Records building to remain on schedule.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

LES

- 2024

AUTHORIZING the transfer and return to source of \$410,000 from capital improvement program project account no. 980x164x221616, “King Records Building Restoration,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$410,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x164x7200 to provide resources for professional services and operating support to allow King Records Legacy, Inc. d/b/a King Records Legacy Foundation to undertake pre-development activities related to the eventual renovation of the former King Records building; and **DECLARING** that the King Records Legacy, Inc. d/b/a King Records Legacy Foundation’s pre-development activities related to the eventual renovation of the former King Records building serve a public purpose because the eventual renovation of the former King Records building will foster local improvements and investment and increase neighborhood vitality.

WHEREAS, on September 22, 2021, Council passed Ordinance No. 369-2021 authorizing the transfer and appropriation of \$1,000,000 to capital improvement program project account no. 980x164x221616, “King Records Building Restoration,” to provide resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood; and

WHEREAS, King Records Legacy, Inc. requested that the City provide up to \$410,000 in resources to support professional services and operations to allow King Records Legacy, Inc. to undertake further fundraising, project planning, and community engagement related to the renovation of the former King Records property; and

WHEREAS, providing resources for the renovation of the former King Records building is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]reserve our built history” as described on pages 193-198 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and return to source of \$410,000 from capital improvement program project account no. 980x164x221616, “King Records Building Restoration,” to the unappropriated surplus of General Fund 050 is authorized.

Section 2. That \$410,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x164x7200 to provide resources for professional

services and operating support to allow King Records Legacy, Inc. d/b/a King Records Legacy Foundation to undertake pre-development activities related to the eventual renovation of the former King Records building.

Section 3. That the King Records Legacy, Inc. d/b/a King Records Legacy Foundation's pre-development activities related to the eventual renovation of the former King Records building serve a public purpose because the eventual renovation of the former King Records building will foster local improvements and investment and increase neighborhood vitality.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to deploy funding to allow the pre-development activities related to the eventual renovation of the former King Records building to remain on schedule.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

January 31, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Public Services: Then and Now Payment to Neenah Foundry Company**

202400385

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$17,324.59 from the Department of Public Services Street Construction Maintenance and Repair Fund non-personnel operating budget account no. 301x252x6000x7399 to Neenah Foundry Company, pursuant to the attached certificate from the Director of Finance, for outstanding charges for foundry materials used by the Traffic and Road Operations Division to replace stormwater inlet grates in October 2023.

This Emergency Ordinance authorizes the payment of \$17,324.59 from the Department of Public Services Street Construction Maintenance and Repair Fund non-personnel operating budget account no. 301x252x6000x7399 to Neenah Foundry Company, pursuant to the attached certificate from the Director of Finance, for outstanding charges related to foundry materials used by the Traffic and Road Operations Division (TROP) to replace stormwater inlet grates in October 2023.

In January 2023, Neenah Foundry Company provided a quote to the Department of Public Services (DPS) for materials to replace stormwater inlet grates. In April 2023, DPS requested a modified quote because additional materials were needed. DPS received a revised quote that was in addition to the original quote, not in lieu of it, but inadvertently adjusted the certification for the original quote to match the revised quote. Neenah provided all ordered materials, but funds were only certified for the amount of the additional materials.

Pursuant to Ohio Revised Code Section 5705.41(D)(1), the Director of Finance issued a Then and Now certificate, verifying that at the time the contract was executed and at the time the attached certificate was issued, a sufficient sum was appropriated and in the City Treasury for the purpose of paying for charges for materials under the contract.

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

MSS

- 2024

AUTHORIZING the payment of \$17,324.59 from the Department of Public Services Street Construction Maintenance and Repair Fund non-personnel operating budget account no. 301x252x6000x7399 to Neenah Foundry Company, pursuant to the attached certificate from the Director of Finance, for outstanding charges for foundry materials used by the Traffic and Road Operations Division to replace stormwater inlet grates in October 2023.

WHEREAS, in January 2023 Neenah Foundry Company (“Neenah”) provided a quote to the Department of Public Services (“DPS”) under a master services agreement for materials to replace stormwater inlet grates; and

WHEREAS, in April 2023 DPS requested a revised quote because additional materials were needed; and

WHEREAS, Neenah provided an additional quote, not a revised quote, only for the additional materials, to be added to the original quote, but DPS inadvertently adjusted the certification for the order to match the quote for just the additional materials; and

WHEREAS, Neenah provided all the ordered materials, but funds were certified only for amount of the additional materials; 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 for such charges under the contract both at the time the order was executed under the master services agreement and at the time the attached certificate was issued; and

WHEREAS, Council desires to provide payment to Neenah for its outstanding obligation of \$17,324.59 for the materials delivered pursuant to the original quote; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$17,324.59 from the Department of Public Services Street Construction Maintenance and Repair Fund non-personnel operating budget account no. 301x252x6000x7399 to Neenah Foundry Company, pursuant to the attached certificate from the Director of Finance, for outstanding charges related to foundry materials used by the Traffic and Road Operations Division to replace stormwater inlet grates in October 2023.

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 Neenah Foundry Company for the outstanding charges in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

I, Karen Alder, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, the City of Cincinnati (“City”) and Neenah Foundry Company (“Neenah”) entered into a Master Services and Purchasing Agreement (“Agreement”) on September 24, 2020, for the purchase of materials by the Department of Public Services; and

WHEREAS, in January 2023, pursuant to the Agreement the City ordered certain materials from Neenah, for which Neenah provided a quote; and

WHEREAS, the City required additional materials and asked for a revised quote in April 2023, which Neenah provided; and

WHEREAS, the revised quote was for the additional materials only, and not for the entire order, but the City inadvertently updated the certified funds request on May 26, 2023, to reflect the lower amount in the revised quote for just the additional materials; and

WHEREAS, Neenah provided all of the materials to the City under the scope of work set forth by the Agreement, including the materials in the original and revised quote, in August and October 2023; and

WHEREAS, Neenah therefore has not been compensated for the original materials in the amount of \$17,324.59;

NOW, THEREFORE,

1. As of May 26, 2023, and as of the date this certificate was executed, I hereby verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the Agreement and all orders thereunder, including but not limited to the order made on June 15, 2023. This verification is conditioned upon and subject to Council’s approval of an ordinance authorizing the drawing of a warrant in payment of amount due to Neenah under the Agreement and order.

Signed, 

Karen Alder, Director of Finance
City of Cincinnati

Date: 1/24/2024

January 31, 2024

To: Mayor and Members of City Council

202400386

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Police: Moral Obligation Payment to Joy Outdoor Education Center Foundation, Inc.

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$90,000 from the Cincinnati Police Department Criminal Activities Forfeiture State Fund non-personnel operating budget account no. 369x227x4010x7299 as a moral obligation to Joy Outdoor Education Center Foundation, Inc. dba Camp Joy, for outstanding charges related to services rendered for two camps, in June 2023 and November 2023, funded by the Cincinnati Police Department Community Preventive Education Grant.

This Emergency Ordinance authorizes the payment of \$90,000 from the Cincinnati Police Department Criminal Activities Forfeiture State Fund non-personnel operating budget account no. 369x227x4010x7299 as a moral obligation to Joy Outdoor Education Center Foundation, Inc. dba Camp Joy, for outstanding charges related to services rendered for two camps funded by the Cincinnati Police Department (CPD) Community Preventive Education Grant.

In November 2023, Camp Joy was notified that they had been awarded the Community Preventive Education Grant for two camps. The Summer Police Youth Live-In Camp took place on June 19-23, 2023, and the Fall Reunion Camp took place on November 10-12, 2023.

These two camps took place before CPD was able to execute a contract for the grant award. CPD has informed Camp Joy that a fully executed contract is required before a camp can occur. CPD has also informed Camp Joy of the dates that future applications should be submitted for grant funding to ensure that a fully executed contract is in place before a camp occurs.

The reason for the emergency is the immediate need to pay Joy Outdoor Education Center Foundation, Inc. for the outstanding charges for the services rendered.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

AKS

- 2024

AUTHORIZING the payment of \$90,000 from the Cincinnati Police Department Criminal Activities Forfeiture State Fund non-personnel operating budget account no. 369x227x4010x7299 as a moral obligation to Joy Outdoor Education Center Foundation, Inc. dba Camp Joy, for outstanding charges related to services rendered for two camps, in June 2023 and November 2023, funded by a Cincinnati Police Department Community Preventive Education Grant.

WHEREAS, in November 2023, Joy Outdoor Education Center Foundation, Inc. (“Camp Joy”), was notified that they had been awarded a Community Preventive Education Grant to hold two camps; and

WHEREAS, the Summer Police Youth Live-In Camp took place on June 19-23, 2023 and the Fall Reunion Camp took place on November 10-12, 2023; and

WHEREAS, these two camps took place before the Cincinnati Police Department (“CPD”) was able to execute a contract for the grant award; and

WHEREAS, CPD has informed Camp Joy that a fully executed contract is required before a camp can occur; and

WHEREAS, CPD has informed Camp Joy of the dates that future applications should be submitted for grant funding to ensure that a fully executed contract is in place before a camp occurs; and

WHEREAS, Council desires to provide payment for such services in an amount totaling \$90,000; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$90,000 from the Cincinnati Police Department Criminal Activities Forfeiture State Fund non-personnel operating budget account no. 369x227x4010x7299 as a moral obligation to Joy Outdoor Education Center Foundation, Inc. dba Camp Joy, for outstanding charges related to services rendered for two camps in June 2023 and November 2023, funded by a Community Preventive Education Grant.

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 Joy Outdoor Education Center Foundation, Inc. for the outstanding charges for the services rendered.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

January 31, 2024

To: Mayor and Members of City Council

202400383

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – OES: Bloomberg Philanthropies American Sustainable Cities Technical Assistance Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for and accept a technical assistance grant valued at up to \$2,500,000 from the Bloomberg Philanthropies American Sustainable Cities Grant program to assist with green workforce development, minority-owned business support, energy poverty reduction via energy efficiency upgrades and community-owned renewable energy projects, and climate resilience adaptations.

This Ordinance authorizes the City Manager to apply for and accept a technical assistance grant valued at up to \$2,500,000 from the Bloomberg Philanthropies American Sustainable Cities Grant program to assist with green workforce development, minority-owned business support, energy poverty reduction via energy efficiency upgrades and community-owned renewable energy projects, and climate resilience adaptations.

This technical assistance grant does not require matching funds or new FTEs/full-time equivalents.

The grant application deadline was September 1, 2023, and the City already applied for the grant. The grant will not be accepted without approval by the City Council.

This Ordinance is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options and improve housing equity and affordability,” as well as the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 164 and 181 – 186 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to apply for and accept a technical assistance grant valued at up to \$2,500,000 from the Bloomberg Philanthropies American Sustainable Cities Grant program to assist with green workforce development, minority-owned business support, energy poverty reduction via energy efficiency upgrades and community-owned renewable energy projects, and climate resilience adaptations.

WHEREAS, a nonmonetary grant valued at up to \$2,500,000 is available from the Bloomberg Philanthropies American Sustainable Cities grant program to provide technical assistance in the form of added capacity, technical training, and access to professional services which the City will utilize for green workforce development, minority-owned business support, energy poverty reduction via energy efficiency upgrades, and community-owned renewable energy projects, and climate resilience adaptations; and

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

WHEREAS, the grant application deadline was September 1, 2023, and the City has already applied for the grant, but no grant resources will be accepted without approval by Council; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options and improve housing quality and affordability” as well as the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 164 and 181-186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for and accept a technical assistance grant valued at up to \$2,500,000 from the Bloomberg Philanthropies American Sustainable Cities Grant program to assist with green workforce development, minority-owned business support, energy poverty reduction via energy efficiency upgrades and community-owned renewable energy projects, and climate resilience adaptations.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

January 31, 2024

To: Mayor and Members of City Council

202400382

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Health: Ohio Department of Development (ODOD) Lead Safe Ohio Program Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$2,000,000 from the Ohio Department of Development Lead Safe Ohio Program (ALN 21.027) to provide resources to the Cincinnati Health Department to assist with lead-free building certification, screening and testing for lead poisoning, education and outreach, and early intervention for children and families impacted by lead; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Approval of this Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$2,000,000 from the Ohio Department of Development Lead Safe Ohio Program (ALN 21.027) to provide resources to the Cincinnati Health Department to assist with lead-free building certification, screening and testing for lead poisoning, education and outreach, and early intervention for children and families impacted by lead. This Emergency Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

The City already applied for this grant on September 13, 2023, but no grant funds will be accepted without the approval of the City Council.

No additional FTEs/full time equivalents or local matching funds are required to accept this grant.

Acceptance of this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate the grant funds as the grant program began on December 1, 2023.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

AKS

-2024

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$2,000,000 from the Ohio Department of Development Lead Safe Ohio Program (ALN 21.027) to provide resources to the Cincinnati Health Department to assist with lead-free building certification, screening and testing for lead poisoning, education and outreach, and early intervention for children and families impacted by lead; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

WHEREAS, a grant of up to \$2,000,000 is available from the Ohio Department of Development Lead Safe Ohio Program (ALN 21.027) to provide resources to the Cincinnati Health Department to assist with lead-free building certification, screening and testing for lead poisoning, education and outreach, and early intervention for children and families impacted by lead; and

WHEREAS, the City already applied for this grant on September 13, 2023, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, acceptance of this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$2,000,000 from the Ohio Department of Development Lead Safe Ohio Program to provide resources to the Cincinnati Health Department to assist with lead-free building certification, screening and testing for lead poisoning, education and outreach, and early intervention for children and families impacted by lead.

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

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept and appropriate the grant funds as the grant program began on December 1, 2023.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

January 31, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202400387

Subject: Emergency Ordinance – Police: FY 2024 Violent Crime Reduction Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$96,717.12 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2024 State of Ohio Violent Crime Reduction Grant, to enhance targeted enforcement for the existing Crime Gun Intelligence Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24SVCR.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$96,717.12 from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services (OCJS), FY 2024 State of Ohio Violent Crime Reduction Grant, to enhance targeted enforcement for the existing Crime Gun Intelligence Center (CGIC). This Emergency Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24SVCR.

The grant will provide resources for four hours of overtime per week per position for one year, to cover one supervisory sergeant and six police officers. The Cincinnati Police Department (CPD) officers will focus on pre-determined PIVOT (Place-based Investigations of Violent Offender Territories) zones throughout the city in an effort to reduce violent crime. The grant will also provide resources for SQL database training.

The grant application deadline was January 4, 2024, and the City has already applied for the grant, but no grant funds will be accepted without approval by the City Council. The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with the grant.

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

The reason for the emergency is the immediate need to ensure timely acceptance of the grant funds.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

KKF

-2024

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$96,717.12 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2024 State of Ohio Violent Crime Reduction Grant, to enhance targeted enforcement for the existing Crime Gun Intelligence Center; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24SVCR.

WHEREAS, a grant of up to \$96,717.12 is available from the State of Ohio, Office of Criminal Justice Services, FY 2024 State of Ohio Violent Crime Reduction Grant, to enhance targeted enforcement for the existing Crime Gun Intelligence Center (“CGIC”); and

WHEREAS, the grant will provide resources for four hours of overtime per week per position for one year, to cover one supervisory sergeant and six police officers; and

WHEREAS, Cincinnati Police Department officers will focus on pre-determined PIVOT (Place-Based Investigations of Violent Offender Territories) zones throughout the city in an effort to reduce violent crime; and

WHEREAS, the grant will also provide resources for SQL database training; and

WHEREAS, the grant application deadline was January 4, 2024, and the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

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

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$96,717.12 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2024 State of Ohio Violent Crime Reduction Grant, to enhance targeted enforcement for the existing Crime Gun Intelligence Center.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 24SVCR.

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

Section 4. 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 ensure timely acceptance of the grant funds.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

EMERGENCY

City of Cincinnati

IMD

EEW

- 2024

An Ordinance No. _____

AUTHORIZING the City Manager to accept an in-kind donation of catering services valued at \$1,104.95 from Union Savings Bank and Guardian Savings Bank to support the homeownership workshop held at the Price Hill Recreation Center on January 27, 2024.

WHEREAS, the City hosted a free homeownership workshop at the Price Hill Recreation Center on January 27, 2024 (the "Workshop"); and

WHEREAS, Union Savings Bank and Guardian Savings Bank donated catering services from 1 More Bite, LLC to the City for the Workshop; and

WHEREAS, the catered meals included a breakfast of coffee, tea, and pastries as well as boxed lunches; and

WHEREAS, the invoiced total for the catering services was \$1,104.95; and

WHEREAS, the Workshop was held before the effective date of this ordinance, but the donation supporting the Workshop will not be accepted without Council approval; and

WHEREAS, accepting a donation to support the Workshop is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati Community" as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. The City Manager is authorized to accept an in-kind donation of catering services valued at \$1,104.95 from Union Savings Bank and Guardian Savings Bank to support the homeownership workshop held at the Price Hill Recreation Center on January 27, 2024 (the "Workshop").

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 accept an in-kind donation to support the Workshop.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: February 5, 2024

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Emergency Ordinance – Homeownership Workshop Catering Services Donation**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager to accept an in-kind donation of catering services valued at \$1,104.95 from Union Savings Bank and Guardian Savings Bank to support the homeownership workshop held at the Price Hill Recreation Center on January 27, 2024.

EESW/IMD(dmm)
Attachment
396833

Date: February 5, 2024

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Emergency Ordinance –Donated Banners from TriHealth to Promote Pedestrian Safety**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager to accept an in-kind donation of banners valued at \$600 from TriHealth to promote pedestrian safety in the City of Cincinnati.

EESW/IMD(dmm)
Attachment
396833

EMERGENCY

City of Cincinnati

CMZ

10-24

An Ordinance No. _____

- 2024

AUTHORIZING the City Manager to accept an in-kind donation of banners valued at \$600 from TriHealth to promote pedestrian safety in the City of Cincinnati.

WHEREAS, TriHealth offered to donate banners to the City that contain the winning slogan from the Slow Down to Save Lives contest and that are valued at \$600; and

WHEREAS, the Slow Down to Save Lives contest was organized by the Center for Closing the Health Gap in 2023 to promote pedestrian safety and accepted submissions from Cincinnati students in kindergarten through twelfth grade; and

WHEREAS, the City will display the donated banners at appropriate locations in the City to encourage drivers to slow down as they drive on City streets and to promote pedestrian safety; and

WHEREAS, displaying banners to promote pedestrian safety is in accordance with the “Live” goal to “[c]reate a more livable community” and strategy to “[b]ecome more walkable” as described on pages 156 – 159 of Plan Cincinnati (2012); now, therefore,

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

Section 1. The City Manager is authorized to accept an in-kind donation of banners valued at \$600 from TriHealth to promote pedestrian safety in the City of Cincinnati.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to implement 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 accept and display the donated banners.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 5, 2024

To: Members of the Budget and Finance Committee

202400413

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Human Resources: In-Kind Radio Advertising Donation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept an in-kind donation of radio advertising from Superior Credit Union, valued at approximately \$800, to inform the public of the Mayor's Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.

Approval of this Emergency Ordinance will authorize the City Manager to accept an in-kind donation of radio advertising from Superior Credit Union, valued at approximately \$800, to inform the public of the Mayor's Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.

The Department of Human Resources (HR) is currently piloting a program to increase youth employment and financial empowerment through the Career Pathways Initiative (CPI). In September 2023, HR partnered with Superior Credit Union to support the CPI by promoting financial literacy and the benefits of banking. Superior Credit Union has generously offered to donate some of their existing radio timeslots to promote the Mayor's Youth Job Exposition, which is a component of the CPI.

Acceptance of this in-kind donation does not require new FTEs/full time equivalents or matching funds.

Acceptance of this in-kind donation is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as described on pages 209-212 of Plan Cincinnati (2012).

The reason for the emergency is the need for the City to use this radio advertisement opportunity to reach as many people as possible prior to the Mayor's Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

IMD

-2024

AUTHORIZING the City Manager to accept an in-kind donation of radio advertising from Superior Credit Union, valued at approximately \$800, to inform the public of the Mayor’s Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.

WHEREAS, the Department of Human Resources (“HR”) currently is piloting a program to increase youth employment and financial empowerment through the Career Pathways Initiative (the “Initiative”); and

WHEREAS, in September 2023, HR partnered with Superior Credit Union to support the Initiative by promoting financial literacy and the benefits of banking; and

WHEREAS, Superior Credit Union generously has offered to donate some of its existing radio timeslots to promote the Mayor’s Youth Job Exposition, which is a component of the Initiative that is taking place at the Duke Energy Convention Center on February 24, 2024; and

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

WHEREAS, acceptance of in-kind donations is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as set forth on pages 209-212 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept an in-kind donation of radio advertising from Superior Credit Union, valued at approximately \$800, to inform the public of the Mayor’s Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.

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 need for the City to use this radio advertisement opportunity to reach as many people as possible prior to the Mayor's Youth Job Exposition to be held at the Duke Energy Convention Center on February 24, 2024.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

February 5, 2024

To: Members of the Budget and Finance Committee

202400421

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Convention Center TOT Financing (B Version)

Transmitted is an Emergency Ordinance captioned:

PLEDGING a portion of the City’s transient occupancy tax (the “City TOT”) to secure obligations of the Port of Greater Cincinnati Development Authority (the “Port Authority”) to be issued to refinance existing obligations and to finance the costs to renovate, expand, improve, and develop the City-owned Duke Energy Convention Center and related properties; **ESTABLISHING** the priority of the City’s pledge of the City TOT relative to other authorized pledges and uses of the City TOT; and **AUTHORIZING** the City Manager to enter into and execute a Cooperative Agreement with Hamilton County, Ohio (the “County”), the Port Authority, and, for limited purposes, the Convention Facilities Authority for Hamilton County, Ohio (the “CFA”), and the Greater Cincinnati Convention and Visitors Bureau, Inc. (the “GCCVB”); and a Residual TOT Fund Cooperative Agreement with the County, and, for limited purposes, the CFA and the GCCVB; and authorizing and approving related matters.

The Administration Recommends Passage of this Emergency Ordinance.

cc: William “Billy” Weber, Assistant City Manager

EMERGENCY

/B

- 2024

PLEDGING a portion of the City's transient occupancy tax (the "City TOT") to secure obligations of the Port of Greater Cincinnati Development Authority (the "Port Authority") to be issued to refinance existing obligations and to finance the costs to renovate, expand, improve, and develop the City-owned Duke Energy Convention Center and related properties; **ESTABLISHING** the priority of the City's pledge of the City TOT relative to other authorized pledges and uses of the City TOT; and **AUTHORIZING** the City Manager to enter into and execute a Cooperative Agreement with Hamilton County, Ohio (the "County"), the Port Authority, and, for limited purposes, the Convention Facilities Authority for Hamilton County, Ohio (the "CFA"), and the Greater Cincinnati Convention and Visitors Bureau, Inc. (the "GCCVB"); and a Residual TOT Fund Cooperative Agreement with the County, and, for limited purposes, the CFA and the GCCVB; and authorizing and approving related matters.

WHEREAS, the City of Cincinnati (the "City") owns the Duke Energy Convention Center (the "DECC") located at 525 Elm Street, on real property generally bounded by Elm Street, Fifth Street, Sixth Street, and Central Avenue in the Central Business District of Cincinnati; and

WHEREAS, despite regular maintenance and repairs, and necessary periodic capital improvements, the DECC has deteriorated and requires substantial renovation and capital improvements; and

WHEREAS, the City, the County of Hamilton, Ohio (the "County"), the Port of Greater Cincinnati Development Authority (the "Port Authority"), the Convention Facilities Authority for Hamilton County, Ohio (the "CFA"), the Greater Cincinnati Convention and Visitors Bureau, Inc. (the "GCCVB"), and Cincinnati Center City Development Corporation ("3CDC") have determined to cooperatively advance the renovation, expansion, improvement, and development of the DECC and related properties in the Central Business District (altogether the "DECC Project"); and

WHEREAS, the City, the County, and the CFA are parties to a Cooperative Agreement, effective January 14, 2004, (as amended, and supplemented by a total of ten supplements, the "2004 Original Cooperative Agreement"), pursuant to and in accordance with which the CFA issued its \$69,890,000 Revenue Refunding and Improvement Bonds, Series 2014 (the "2014 CFA Bonds"), and the Port Authority issued its \$53,265,000 Refunding Revenue Bonds, Series 2023 (Convention Center Hotel Acquisition and Demolition Project) (the "2023 Millennium Bonds"); and

WHEREAS, the City anticipates the Port Authority's issuance of bonds in a maximum principal amount of three hundred seventy million dollars (\$370,000,000) (the "TOT Bonds") to refinance the 2014 CFA Bonds and the 2023 Millennium Bonds, and to finance a portion of the costs of the DECC Project; and

WHEREAS, pursuant to Section 5739.08(A) of the Ohio Revised Code (“R.C.”) and Ordinance No. 89-1969, as amended, supplemented, renewed, or restated, the City has levied an excise tax of one and one-half percent (1.50%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati (including the revenues therefrom, the “City 1969 1.50% TOT”); and

WHEREAS, pursuant to R.C. Section 5739.08(A) and Ordinance No. 41-2002, as amended, supplemented, renewed, or restated, the City has levied an excise tax of one and one-half percent (1.50%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati (including the revenues therefrom, the “City 2002 1.50% TOT”); and

WHEREAS, pursuant to R.C. Section 5739.09(B)(2) and Ordinance No. 311-2002, as amended, supplemented, renewed, or restated, the City has levied an excise tax of one percent (1.00%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati (including the revenues therefrom, the “City 2002 1.00% TOT”); and

WHEREAS, the City has previously committed the City 1969 1.50% TOT toward the costs to operate and maintain the DECC (the “DECC O&M Costs”), and the City has determined it is in its best interest to continue to apply the City 1969 1.50% TOT toward payment of the DECC O&M Costs in accordance with a Cooperative Agreement (the “Cooperative Agreement”) by and among the City, the County, the Port Authority, and, for limited purposes, the CFA, and the GCCVB, which Cooperative Agreement will amend and restate in its entirety the 2004 Original Cooperative Agreement; and

WHEREAS, the City previously pledged the City 2002 1.50% TOT toward the payment of the Port Authority’s \$18,445,000 Tax-Exempt Development Revenue Bonds, Series 2021 (FC Cincinnati Public Improvements Project TOT Bonds) (the “FCC TOT Bonds”) pursuant to the Cooperative Agreement dated as of March 1, 2021, by and among the Port Authority, the City, West End Ventures LLC, and Fussball Club Cincinnati, LLC, and acknowledged by The Huntington National Bank, as Trustee (the “FCC TOT Bonds Cooperative Agreement”); and

WHEREAS, pursuant to the Cooperative Agreement, the City will pledge the City 2002 1.50% TOT to secure repayment of the TOT Bonds on a subordinate basis relative to the City’s pledge of the City 2002 1.50% TOT toward the repayment of the FCC TOT Bonds, as required by the terms of the FCC TOT Bonds Cooperative Agreement; and

WHEREAS, the City has determined to pledge the City 2002 1.00% TOT to secure repayment of the TOT Bonds on a senior basis; and

WHEREAS, the City has determined to further secure repayment of the TOT Bonds through a monetary contribution from the City in an amount not to exceed \$650,000 annually, subject to the annual appropriation of such amount by the City for such purpose; and

WHEREAS, the City has determined that it is in its best interest to apply the portion of the City 2002 1.50% TOT and the City 2002 1.00% TOT that are (a) pledged toward to the repayment of the TOT Bonds, but (b) not used to pay debt service and related costs of the TOT Bonds (the

“City Residual TOT”), to fund the purposes and efforts of the GCCVB and to be available to pay a portion of the costs of necessary future capital improvements to the DECC and related properties; and

WHEREAS, the City has determined to enter into a Residual TOT Fund Cooperative Agreement with the County, and, for limited purposes, the CFA and the GCCVB (the “Residual TOT Agreement”), to document the required application of the City Residual TOT and the portion of the County transient occupancy tax that is (a) pledged toward repayment of the TOT Bonds, but (b) not used to pay debt service and related costs of the TOT Bonds; and

WHEREAS, the City considers the DECC Project to be in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements, and for this reason the City desires to facilitate the DECC Project by applying the City 1969 1.50% TOT towards the DECC O&M Costs, pledging the City 2002 1.50% TOT and the City 2002 1.00% TOT toward repayment of the TOT Bonds pursuant to the Cooperative Agreement, and applying the City Residual TOT pursuant to and in accordance with the Residual TOT Agreement; now, therefore,

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

Section 1. Definitions. That when used in this ordinance, the following words shall have the indicated meanings:

“2014 CFA Bonds” means the CFA’s \$69,890,000 Revenue Refunding and Improvement Bonds, Series 2014, dated December 4, 2014.

“2023 Millennium Bonds” means the Port Authority’s \$53,265,000 Refunding Revenue Bonds, Series 2023 (Convention Center Hotel Acquisition and Demolition Project), dated April 27, 2023.

“City” means the City of Cincinnati, Ohio, a municipal corporation, and political subdivision of the State, duly organized and validly existing under the laws of the State.

“City 1969 1.50% TOT” means the excise tax of one and one-half percent (1.50%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati, levied by the City pursuant to Section 5739.08(A) of the Ohio Revised Code (“R.C.”) and Ordinance No. 89-1969 of the City enacted on March 5, 1969, as amended, supplemented, renewed, or restated from time to time, including the revenues therefrom.

“City 2002 1.50% TOT” means the excise tax of one and one-half percent (1.50%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati, levied by the City pursuant to R.C. Section 5739.08(A) and Ordinance No. 41-2002 of the City enacted on February 13, 2002, as amended, supplemented, renewed, or restated from time to time, including the revenues therefrom.

“City 2002 1.00% TOT” means the excise tax of one percent (1.00%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati, levied by the City pursuant to R.C. Section 5739.09(B)(2) (now R.C. Section 5739.08(C)) and Ordinance No. 311-2002 of the City enacted on September 30, 2002, as amended, supplemented, renewed, or restated from time to time, including the revenues therefrom.

“City Residual TOT” means, during a given calendar year, the portion of the City 2002 1.50% TOT and the City 2002 1.00% TOT that are pledged toward the repayment of the TOT Bonds, but are not used to pay debt service or related costs of the TOT Bonds in such calendar year.

“Cooperative Agreement” means an Amended and Restated Cooperative Agreement among the County, the City, the Port Authority, and the Trustee, and, for certain limited purposes, the CFA and the GCCVB.

“CFA” means the Convention Facilities Authority for Hamilton County, Ohio, a body corporate and politic, duly organized and validly existing under the laws of the State.

“County” means the County of Hamilton, Ohio, a county and political subdivision of the State, duly organized and validly existing under the laws of the State.

“DECC” means the Duke Energy Convention Center, currently owned by the City, and located at 525 Elm Street, and located on real property generally bounded by Elm Street, Fifth Street, Sixth Street, and Central Avenue in the Central Business District of the City.

“DECC Project” means the renovation, expansion, improvement, and development of the DECC and related properties in the Central Business District.

“FCC TOT Bonds” means the Port Authority’s \$18,445,000 Tax-Exempt Development Revenue Bonds, Series 2021 (FC Cincinnati Public Improvements Project TOT Bonds).

“GCCVB” means the Greater Cincinnati Convention and Visitors Bureau, Inc., a not-for-profit corporation, duly organized and existing under the laws of the State.

“Port Authority” means the Port of Greater Cincinnati Development Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Residual TOT Agreement” means a Residual TOT Fund Cooperative Agreement, substantially in the form attached hereto as Attachment A, between the City and the County, and for certain limited purposes, the CFA and the GCCVB.

“State” means the state of Ohio.

“TOT Bonds” means bonds to be issued by the Port Authority in a principal amount not to exceed three hundred seventy million dollars (\$370,000,000), the proceeds of which shall be used to pay debt service of and redeem all of the outstanding 2014 CFA Bonds and all of the outstanding 2023 Millennium Bonds and to pay a portion of the costs to renovate, expand, improve, and develop the DECC and related properties.

“Trustee” means a trust company or bank (having trust powers) in good standing, within or outside the State, approved by the City, the County, and the Port Authority, willing, qualified, and able to accept the trust upon reasonable and customary terms.

Section 2. Cooperative Agreement. That the City Manager is hereby authorized to execute the Cooperative Agreement, pursuant to which Cooperative Agreement, the City shall (a) apply the City 1969 1.50% TOT towards the payment of costs to operate and maintain the DECC, (b)

pledge the City 2002 1.50% TOT toward repayment of the TOT Bonds, which pledge shall be subordinate to the City's pledge of the City 2002 1.50% TOT towards repayment of any outstanding FCC TOT Bonds; (c) pledge on a senior basis the City 2002 1.00% TOT toward repayment of the TOT Bonds; and (d) further secure repayment of the TOT Bonds through a monetary contribution from the City in an amount not to exceed \$650,000 annually, subject to the annual appropriation of such amounts by the City for such purpose.

Section 3. Residual TOT Agreement. That the City Manager is hereby authorized to execute the Residual TOT Agreement, pursuant to which the City Residual TOT shall be applied to fund the purposes and efforts of the GCCVB and to make available funding to pay a portion of the costs of necessary future capital improvements to the DECC and related properties, which costs, among other costs, shall be paid in part with transient occupancy taxes of the County pledged toward the repayment of the TOT Bonds but not used to pay debt service and related costs of the TOT Bonds in a given calendar year.

Section 4. That the appropriate City officials are hereby authorized to do all things necessary and proper to carry out the provisions of Sections 2 and 3 of this ordinance, including, without limitation, entering into the Cooperative Agreement, entering into the Residual TOT Agreement and any other agreements, amendments, and other instruments pertaining to the TOT Bonds and the DECC 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 the City to execute the Cooperative Agreement and the Residual TOT Agreement at the

earliest possible time in order to facilitate the issuance of the TOT Bonds and completion of the DECC Project for the economic benefit of the people of the City of Cincinnati.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

RESIDUAL TOT FUND COOPERATIVE AGREEMENT

DATED _____, 2024

Among

COUNTY OF HAMILTON, OHIO

and

CITY OF CINCINNATI, OHIO,

For certain limited purposes, the **Convention Facilities Authority for Hamilton County, Ohio** and the **Greater Cincinnati Convention and Visitors Bureau, Inc.** acknowledge and consent to certain matters as set forth herein.

All as such matters relate to the

CONVENTION CENTER

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Acknowledgement and Consent (Convention Facilities Authority for Hamilton County, Ohio)
Acknowledgement and Consent (Greater Cincinnati Convention and Visitors Bureau, Inc.)
APPENDIX A-1 Certificate of Fiscal Officer (County)
APPENDIX A-2 Certificate of Fiscal Officer (City)

THIS RESIDUAL TOT FUND COOPERATIVE AGREEMENT (this “Residual TOT Agreement”) is made and entered into this ____ day of _____, 2024, by and among (a) the **COUNTY OF HAMILTON, OHIO** (the “County”), a county and political subdivision of the State of Ohio (the “State”), duly organized and validly existing under the laws of the State, and (b) the **CITY OF CINCINNATI, OHIO** (the “City” and together with the County, the “Parties” or each in an individual capacity, a “Party”), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, in accordance with the terms and conditions set forth herein (all words and terms used herein with initial capital letters being used as defined in Article I of this Residual TOT Agreement). In addition, for certain limited purposes, the *Convention Facilities Authority for Hamilton County, Ohio* (the “CFA”), a body corporate and politic, duly organized and existing under the laws of the State, and the *Greater Cincinnati Convention and Visitors Bureau, Inc.* (the “GCCVB”), a not-for-profit corporation, duly organized and existing under the laws of the State, acknowledge and consent to certain matters as set forth herein.

WHEREAS, the County, the City, and the CFA entered into the 2004 Original Cooperative Agreement in order to facilitate and to prioritize the application of the County 3.50% Tax, the City 2002 1.50% Tax, and the City 2002 1.00% Tax, and to provide for the application of the City 1969 1.50% Tax to certain approved operating and maintenance expenses; and

WHEREAS, the County, the City, the Port Authority, and the Trustee entered into the Cooperative Agreement, dated the date hereof, thereby amending and restating the 2004 Original Cooperative Agreement for various purposes, including without limitation, to provide for the creation of the TOT Revenue Fund into which the County Net Tax Contribution and the City Net Tax Contribution shall be applied, contributed, and transferred; and

WHEREAS, pursuant to Sections 2.4(e) and 3.4(e) of the Cooperative Agreement, the County and the City have directed and instructed the Trustee to transfer to the County all moneys and related investments and funds remaining in the TOT Revenue Fund, including the portion of such moneys and related investments and funds consisting of amounts derived from the County Net Tax Contribution and the City Net Tax Contribution (as further described herein, the “Residual TOT Funds”), in accordance with this Residual TOT Agreement; and

WHEREAS, pursuant to Section 5.6 of the Cooperative Agreement, the Trustee has agreed to provide for the transfer of moneys in the TOT Revenue Fund, as Residual TOT Funds, in accordance with Sections 2.4(e) and 3.4(e) of the Cooperative Agreement; and

WHEREAS, the Parties desire to make such agreements, authorizations, representations, warranties, and covenants as are necessary and appropriate to transfer, deposit, apply, and allocate the Residual TOT Funds upon mutually agreeable terms and conditions; and accordingly, the Parties have determined to enter into this Residual TOT Agreement on the terms as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements, authorizations, representations, warranties, and covenants hereinafter contained, the Parties agree as follows (provided that any obligation of the County and/or the City hereunder shall never constitute a general debt of the County or the City or give rise to any pecuniary liability of the County or the

City, but shall be payable solely from the Residual TOT Funds, all as provided in this Residual TOT Agreement):

[Remainder of this page intentionally left blank]

ARTICLE I DEFINED TERMS; INTERPRETATION; CAPTIONS

SECTION 1.1. Use of Defined Terms.

In addition to the words and terms defined elsewhere in this Residual TOT Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

SECTION 1.2. Definitions.

“Authorized Representative” or “Authorized Representatives” means the Person or Persons at the time designated to act on behalf of each Party by written authorization furnished to one or more of the Parties containing the specimen signature of such authorized Person or Persons. Such certificate may designate an alternate or alternates who shall have the same authority, duties, and powers as the Authorized Representative or Authorized Representatives. In the event that all such incumbents become unavailable or otherwise unable to act and a Party fails to designate at least one alternate or replacement, then promptly after written notice is provided to the applicable Party or Parties of such unavailability or inability to act, the County Administrator of the County, the City Manager of the City, respectively, shall be the Authorized Representative for an affected Party or Parties.

“Business Day” means shall mean a day which is not (a) a Saturday or Sunday, (b) a day on which banking institutions in the State are authorized by law to close, or (c) a State holiday as defined in Section 124.19 of the Ohio Revised Code, as such section may be amended from time to time.

“Capital Improvement Reserve Amount” shall have the meaning set forth in the Cooperative Agreement.

“Capital Improvement Reserve Fund” shall have the meaning set forth in the Cooperative Agreement.

“City” means the “City” as defined in the preambles hereof.

“City Pro-Rata Portion of Residual TOT Funds” means the product of (a) the amount of Residual TOT Funds remaining in the Residual TOT Revenue Fund after the distributions described in Sections 2.3(c)(i) and 2.3(c)(ii) hereof, multiplied by (b) the ratio resulting from dividing the City Net Tax Contribution, as the numerator, by the sum of the City Net Tax Contribution plus the County Net Tax Contribution.

“City 1969 1.50% Tax” shall have the meaning set forth in the Cooperative Agreement.

“City 2002 1.50% Tax” shall have the meaning set forth in the Cooperative Agreement.

“City 2002 1.00% Tax” shall have the meaning set forth in the Cooperative Agreement.

“City Net Tax Contribution” shall have the meaning set forth in the Cooperative Agreement.

“CFA” means the “CFA” as defined in the preambles hereof.

“Convention Center” shall have the meaning set forth in the Cooperative Agreement.

“Cooperative Agreement” means the Amended and Restated Cooperative Agreement dated _____, 2024, by and among the County, the City, the Port Authority, and the Trustee (with the CFA and the GCCVB acknowledging and consenting to certain matters set forth therein).

“County” means the “County” as defined in the preambles hereof.

“County Net Tax Contribution” shall have the meaning set forth in the Cooperative Agreement.

“County Pro-Rata Portion of Residual TOT Funds” means the product of (a) the amount of Residual TOT Funds remaining in the Residual TOT Revenue Fund after the distributions described in Sections 2.3(c)(i) and 2.3(c)(ii) hereof, multiplied by (b) the ratio resulting from dividing the County Net Tax Contribution, as the numerator, by the sum of the City Net Tax Contribution plus the County Net Tax Contribution.

“County TOT” shall have the meaning set forth in the Cooperative Agreement.

“Effective Date” means the date of execution of this Residual TOT Agreement by the County and the City.

“GCCVB” means the “GCCVB” as defined in the preambles hereof.

“GCCVB Cumulative Deficit” means the amount, if any, by which (a) the cumulative GCCVB Residual Obligation since the Effective Date exceeds, (b) the cumulative GCCVB Residual Payment since the Effective Date, as determined as of December 31 of the immediately preceding calendar year, or if later the date on which the GCCVB Residual Amount is paid to the GCCVB with respect to such prior calendar year; provided, however, that the amount of the GCCVB Cumulative Deficit shall not increase at any time after the calendar year in which the GCCVB Residual Amount equals three million dollars (\$3,000,000). By way of example, if the amount of the GCCVB Residual Amount equals \$3,000,000 in calendar year 2027, the Cumulative Deficit may not increase in calendar year 2028, calendar year 2029, or any subsequent calendar year.

“GCCVB Residual Amount” means an amount in each calendar year not to exceed the lesser of (a) three million dollars (\$3,000,000), and (b) sixty-three percent (63%) of the Residual TOT Funds.

“GCCVB Residual Catch-Up Amount” means [an amount to be determined in each calendar year pursuant to a formula to be mutually agreed upon by the City, the County, and the GCCVB, which amount shall not exceed the GCCVB Cumulative Deficit at the time of the payment of any such amount.]

“GCCVB Residual Obligation” means an amount of \$3,000,000 per calendar year.

“GCCVB Residual Payment” means the sum of the GCCVB Residual Amount and the GCCVB Residual Catch-Up Amount, if any, distributed to the GCCVB in a particular calendar year.

“Northern Communities” means, collectively, suburban Hamilton County political subdivisions with substantial meeting, convention, and tourism infrastructure, as determined in the sole discretion of the County and which as of the Effective Date include the City of Sharonville, Ohio, and the City of Blue Ash, Ohio.

“Northern Communities Convention Facilities” means the convention facilities owned, operated, or controlled by one or more of the Northern Communities, including without limitation the Sharonville Convention Center, and the Cooper Creek Event Center.

“Northern Communities Initial Contribution Cap” means two million two hundred seventy thousand dollars (\$2,270,000).

“Northern Communities Convention Facilities Costs” means operating costs and capital costs of the Northern Convention Facilities to the extent such costs are eligible to be paid or reimbursed with County TOT Revenue.

“Parties” means “Parties” as defined in the preambles hereof.

“Party” means “Party” as defined in the preambles hereof.

“Permitted Investments” means investments which are consistent with investments and securities set forth in Chapter 135 of the Ohio Revised Code and not inconsistent with permitted investments pursuant to the City’s Municipal Charter, the City’s investment policy, and the County’s investment policy.

“Person” or words importing persons means, firms, associations, partnerships (including, without limitation, general, limited and limited liability partnerships), joint ventures, societies, estates, trusts, corporations, limited liability companies, public or governmental bodies, other legal entities, and natural persons.

“Port Authority” means the Port of Greater Cincinnati Development Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Residual TOT Agreement” means this “Residual TOT Agreement” as defined in the preambles hereof, as amended, supplemented, restated, and/or renewed from time to time.

“Residual TOT Funds” shall have the meaning set forth in the Cooperative Agreement.

“Residual TOT Revenue Fund” means the Residual Transient Occupancy Tax Revenue Fund, a County-held fund created and administered pursuant to the terms of this Residual TOT Agreement, into which the Residual TOT Funds shall be deposited.

“TOT Revenue Fund” shall have the meaning set forth in the Cooperative Agreement.

“Trustee” shall have the meaning set forth in the Cooperative Agreement.

“2004 Original Cooperative Agreement” shall have the meaning set forth in the Cooperative Agreement.

SECTION 1.3. Interpretation.

Any reference herein to the County or the City, or to any governing authority member or officer thereof includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code, or to the City’s municipal code, or to any statute of the United States of America, includes that section, provision or chapter as amended, supplemented, renewed, restated, modified, revised, or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the County or the City under this Residual TOT Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Residual TOT Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the Effective Date. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.4. Captions and Headings.

The captions and headings in this Residual TOT Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II COUNTY REPRESENTATIONS AND COVENANTS

SECTION 2.1. Representations of County.

The County represents that:

- (a) it is duly organized and validly existing under the laws of the State;
- (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Residual TOT Agreement;
- (c) it is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Residual TOT Agreement;
- (d) it is empowered to enter into the transactions contemplated by this Residual TOT Agreement;
- (e) it has duly authorized the execution, delivery and performance of this Residual TOT Agreement; and
- (f) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Residual TOT Agreement by any successor public body.

SECTION 2.2. Covenant to Direct the Deposit of Residual TOT Funds.

Other than as permitted by the terms of the Cooperative Agreement, the County hereby covenants not to take any action to repeal or rescind its direction to the Trustee to deliver the Residual TOT Funds to the County for deposit into the Residual TOT Revenue Fund to be invested, applied, allocated, and distributed in accordance with the terms of this Residual TOT Agreement.

SECTION 2.3. Residual TOT Revenue Fund Establishment; Deposit to Residual TOT Revenue Fund; and Application and Allocation of Residual TOT Funds.

- (a) ***Residual TOT Revenue Fund.*** The County agrees to create the Residual TOT Revenue Fund, which Residual TOT Revenue Fund shall be held by a financial institution determined by the County in its sole discretion, provided that the County shall promptly notify the City of the identity of such financial institution and any change in the institution with which any Residual TOT Funds are deposited. The Residual TOT Revenue Fund shall serve as the collective source of revenue resulting from the distribution of the Residual TOT Funds pursuant to the Cooperative Agreement for distribution as provided in this Residual TOT Agreement. Moneys in the Residual TOT Revenue Fund may be invested in a manner consistent with Permitted Investments in the sole discretion of the County after consultation with the City.

(b) ***Deposit to Residual TOT Revenue Fund.*** As directed by the County pursuant to Section 2.4(e) of the Cooperative Agreement, the Trustee shall transfer the Residual TOT Funds from the TOT Revenue Fund to the County on December 2 of each year, commencing on December 2, 20[24]. The County shall accept the Residual TOT Funds and deposit the Residual TOT Funds into the Residual TOT Revenue Fund upon receipt for application in a manner consistent with this Residual TOT Agreement.

(c) ***Application of Residual TOT Funds.*** Subject to the requirements of Section 2.4 hereof, each year after the deposit of the Residual TOT Funds into the Residual TOT Revenue Fund and prior to December 31 of each such year, the County agrees to and shall distribute all Residual TOT Funds held in the Residual TOT Revenue Fund in the amounts and in the order of priority as set forth below:

(i) to any institution with which the Residual TOT Funds have been deposited, the fees due and payable to such institution for services provided in connection with the deposit, application, and disbursement of Residual TOT Funds as described in this Residual TOT Agreement;

(ii) to the GCCVB an amount equal to the GCCVB Residual Amount;

(iii) during any year in which a GCCVB Cumulative Deficit exists, to the GCCVB the GCCVB Residual Catch-Up Amount;

(iv) to the City and the County in no particular order, the remainder of the Residual TOT Funds as follows:

(A) to the City the City Pro-Rata Portion of Residual TOT Funds;

(B) to the County the County Pro-Rata Portion of Residual TOT Funds other than amounts to be transferred to the Capital Improvement Reserve Fund pursuant to Section 2.3(d)(ii)(B)(II) hereof; and

(C) to the City seventeen percent (17%) of the County Pro-Rata Portion of Residual TOT Funds required to be deposited into the Capital Improvement Reserve Fund pursuant to Section 2.3(d)(ii)(B)(II) hereof.

(d) ***Application of County Pro-Rata Portion of Residual TOT Funds.*** The County agrees to distribute the County Pro-Rata Portion of Residual TOT Funds, on a pro-rata basis between the distributions to be made pursuant to Sections 2.3(d)(i) and (ii) hereof, as follows:

(i) Forty-five percent (45%) of the County Pro-Rata Portion of Residual TOT Funds shall be utilized by the County to advance initiatives, functions, and programs intended to generate additional County TOT revenue, as determined appropriate by the Board of County Commissioners of the County in consultation with the CFA, initially in the amounts and in the order of priority as set forth below:

(A) an amount up to but not to exceed three hundred fifty thousand dollars (\$350,000) annually shall be used to pay the costs to operate and maintain the Cincinnati Black Music Walk of Fame located within The Banks project within the City;

(B) an amount up to but not to exceed three hundred fifty thousand dollars (\$350,000) annually shall be used to pay the costs of marketing initiatives at the direction of the GCCVB;

(C) County Pro-Rata Portion of Residual TOT Funds to be distributed pursuant to Section 2.3(d)(i) and remaining unallocated after the allocations described in Sections 2.3(d)(i)(A) and (B) hereof shall be further allocated in equal amounts, and in no particular priority, to each of the purposes described in Sections 2.3(d)(i)(A) and (B) hereof to the extent the aggregate amount so allocated to each such purpose pursuant to Sections 2.3(d)(i)(A) through (C) hereof does not exceed \$500,000 respectively; and

(D) County Pro-Rata Portion of Residual TOT Funds to be distributed in accordance with Section 2.3(d)(i) hereof remaining unallocated after the allocations described in Section 2.3(d)(i)(C) hereof may be transferred to any other accounts and/or fund, and used by the County as permitted by law, as determined to be necessary and appropriate by the County in consultation with the CFA.

(ii) Fifty-five percent (55%) of the County Pro-Rata Portion of Residual TOT Funds shall be utilized by the County to pay Northern Convention Facilities Costs and operating and capital costs of the Convention Center, as determined necessary and appropriate by the Board of County Commissioners of the County, as set forth below:

(A) All amounts allocated and distributed in accordance with Section 2.3(d)(ii), equal to equal to fifty-five percent (55%) of the County Pro-Rata Portion of Residual TOT Funds, shall be distributed to or for the benefit of the Northern Communities for the payment of Northern Communities Convention Facilities Costs which are determined to be necessary and appropriate in the sole discretion of the County, until the aggregate amount distributed pursuant to this Section 2.3(d)(ii) equals the Northern Communities Initial Contribution Cap.

(B) All amounts allocated and distributed in accordance with Section 2.3(d)(ii) in excess of the Northern Communities Initial Contribution Cap, equal in the aggregate to fifty-five percent (55%) of the County Pro-Rata Portion of Residual TOT Funds, shall be allocated and distributed in the amounts and in the order of priority as follows:

(I) Thirty-eight percent (38%) of the County Pro-Rata Portion of Residual TOT Funds shall be distributed to or for the

benefit of the Northern Communities for the payment of Northern Communities Convention Facilities Costs which are determined to be necessary and appropriate in the sole discretion of the County;

(II) On or before December 31 of each applicable year, Seventeen percent (17%) of the County Pro-Rata Portion of Residual TOT Funds shall be transferred to the City for deposit into the Capital Improvement Reserve Fund pursuant to Section 2.3(c)(iv)(C) hereof. For the avoidance of doubt, the deposit to the Capital Improvement Reserve Fund pursuant to this Section 2.3(d)(ii)(B) shall be in addition to, and shall not constitute a portion of, the County's contribution towards funding the Capital Improvement Reserve Amount as described in the Cooperative Agreement.

(e) ***Unconditional Obligation.*** Provided adequate Residual TOT Funds exist, the obligations of the County under this Section 2.3 with respect to the Residual TOT Funds shall be absolute and unconditional. The County shall appropriate, make, and apply the Residual TOT Funds in the manner so directed herein and to the appropriate recipients, without abatement, diminution or deduction regardless of any cause or circumstances whatsoever, including but not limited to, any defense, setoff, recoupment or counterclaim that the County may have or assert against the City, any subsequent depositor of the Residual TOT Funds, the GCCVB, or any other Person.

SECTION 2.4. Agreement Regarding Accounting and Reporting of Residual TOT Funds and County TOT.

(a) No later than **[five (5) Business Days prior]** to each distribution of Residual TOT Funds pursuant to Section 2.3(c) hereof, the County shall submit to the City and the GCCVB written notice of the amounts to be distributed by or on behalf of the County pursuant to Section 2.3 hereof, along with the calculations supporting the County's determination of such amounts. Absent written objection from the City or the GCCVB **[within ten (10) days]** of the City and the GCCVB's written acknowledgment of receipt of such notice, the County may proceed with the distribution of Residual TOT Funds in accordance with Section 2.3(c) hereof.

(b) Upon receipt by the County of a timely objection by the City or the GCCVB to the amounts or recipients of the County's intended distributions as described in the notice provided to the City and the GCCVB pursuant to Section 2.4(a) hereof, the distributions to be made pursuant to Section 2.3(c) hereof shall not be made until the County, City, and GCCVB mutually agree upon the amounts and recipients of the Residual TOT Funds to be distributed; provided, however, that any City or GCCVB objections and agreements regarding the distribution of the Residual TOT Funds under this Section 2.4(b) shall be limited to the calculations of the amounts of such distributions and related quantifiable elements of Residual TOT Funds distributions.

(c) No later than ten (10) Business Days after the distributions to be made by or on behalf of the County pursuant to Section 2.3(c) hereof, the County shall provide to the City and the GCCVB written financial information detailing any distribution of Residual TOT Funds made by the County pursuant to Section 2.3(c) hereof.

(d) Upon the request of the City, the County shall provide to the City written financial information detailing amounts and timing of the receipt, application, and distribution by the County of the County TOT. Such financial information shall be provided by the County to the City in a reasonably prompt manner and no later than 10 Business Days upon receipt by the County of such request.

SECTION 2.5. Agreements of County Subject to Enforcement by Mandamus.

(a) All of the obligations under this Article II are established as duties specifically enjoined by law and resulting from an office, trust or station upon the County within the meaning of Ohio Revised Code Section 2731.01, providing for enforcement by writ of mandamus.

(End of Article II)

ARTICLE III CITY REPRESENTATIONS AND COVENANTS

SECTION 3.1. Representations of City.

The City represents that:

- (a) it is duly organized and validly existing under the laws of the State;
- (b) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Residual TOT Agreement;
- (c) it is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations contained in this Residual TOT Agreement;
- (d) it is empowered to enter into the transactions contemplated by this Residual TOT Agreement;
- (e) it has duly authorized the execution, delivery and performance of this Residual TOT Agreement; and
- (f) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Residual TOT Agreement by any successor public body.

SECTION 3.2. Covenant to Direct the Deposit of Residual TOT Funds.

Other than as permitted by the terms of the Cooperative Agreement, the City hereby covenants not to take any action to repeal or rescind its direction to the Trustee to deliver the Residual TOT Funds to the County for deposit into the Residual TOT Revenue Fund to be invested, applied, allocated, and distributed in accordance with the terms of this Residual TOT Agreement.

SECTION 3.3. Deposit to Residual TOT Revenue Fund; and Application and Allocation of Residual TOT Funds.

- (a) ***Residual TOT Revenue Fund.*** The City recognizes and supports the establishment of the Residual TOT Revenue Fund by the County for the purpose of facilitating the arrangements under this Residual TOT Agreement and relies upon the ongoing existence and maintenance of the Residual TOT Revenue Fund, as well as the notification obligations of the County hereunder, for purposes of the City's ongoing compliance with the City's agreements and obligations under this Residual TOT Agreement.
- (b) ***Deposit to Residual TOT Revenue Fund.*** As directed by the City pursuant to Section 3.4(e) of the Cooperative Agreement, the Trustee shall transfer and the County shall accept the Residual TOT Funds from the TOT Revenue Fund to the Residual TOT Revenue Fund on December 2 of each year, commencing on December 2, 20[24].

(c) ***Application of Residual TOT Funds.*** Subject to Section 2.4 hereof, the City directs the County to distribute or cause to be distributed the Residual TOT Funds in accordance with Section 2.3(c) hereof and agrees to the distribution of Residual TOT Funds in the amounts and in the priority as set forth in Section 2.3(c) hereof.

(d) ***Application of City Pro-Rata Portion of Residual TOT Funds.*** Commencing on the Effective Date, the City hereby directs the County to remit one hundred percent (100%) of the City Pro-Rata Portion of Residual TOT Funds to the City for deposit into the Capital Improvement Reserve Fund. For the avoidance of doubt, the deposit to the Capital Improvement Reserve Fund pursuant to this Section 3.3(d) hereof shall be in addition to, and shall not constitute a portion of, the City's contribution towards funding the Capital Improvement Reserve Amount as described in the Cooperative Agreement.

(e) ***Remaining City Pro-Rata Portion of Residual TOT Funds.*** Other than the portion of the City Pro-Rata Portion of Residual TOT Funds required to be deposited in the Capital Improvement Reserve Fund pursuant to Section 3.3(d) hereof, the remaining City-Pro-Rata Portion of Residual TOT Funds may be used by the City as permitted by law in the sole discretion of the City.

(f) ***Unconditional Obligation.*** Provided adequate Residual TOT Funds exist, the obligations of and direction by the City under this Section 3.3 with respect to the Residual TOT Funds shall be absolute and unconditional. The City shall take all appropriate actions necessary to make available and apply the Residual TOT Funds in the manner so directed and described herein, without abatement, diminution or deduction regardless of any cause or circumstances whatsoever, including but not limited to, any defense, setoff, recoupment or counterclaim that the City may have or assert against the County, any subsequent depositor of the Residual TOT Funds, the GCCVB, or any other Person.

SECTION 3.4. Agreement Regarding Acknowledgment of Notice and Reporting of City 2002 1.00% Tax and City 2002 1.50% Tax.

(a) Upon receipt of written notice from the County pursuant to Section 2.4(a) hereof, the City shall promptly provide written acknowledgment of such notice to the County within five (5) Business Days of receipt, including any objection to the amounts to be distributed by or at the direction of the County pursuant to Section 2.3(c) hereof.

(b) Any written objection provided by the City to the County pursuant to Section 3.4 hereof shall include a quantitative basis for such objection, and the City agrees to cooperate with the County, and the GCCVB as applicable, to expeditiously resolve inconsistencies among the Parties regarding the amounts to be distributed under Section 2.3(c) hereof.

(c) Upon the request of the County, the City shall provide to the County written financial **[reports] [information]** detailing amounts and timing of the receipt, application, and distribution by the City of the City 2002 1.00% Tax and the City 2002 1.50% Tax. Such financial information shall be provided by the City to the County in a reasonably

prompt manner and no later than **[10 Business Days]** upon receipt by the City of such request.

SECTION 3.5. Agreements of City subject to Enforcement by Mandamus.

(a) All of the obligations under this Article III are established as duties specifically enjoined by law and resulting from an office, trust or station upon the City within the meaning of Ohio Revised Code Section 2731.01, providing for enforcement by writ of mandamus.

(End of Article III)

ARTICLE IV MISCELLANEOUS

SECTION 4.1. Term of Agreement.

This Residual TOT Agreement shall be and remain in full force and effect from the Effective Date until the date upon which (a) the Cooperative Agreement is no longer in effect, and (b) all funds on deposited in the Residual TOT Revenue Fund have been distributed in accordance with the terms of this Residual TOT Agreement.

SECTION 4.2. Notices.

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to the County, the City, or the GCCVB shall also be given to the others. The County, the City, or the GCCVB, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

“Notice Address” means:

<i>As to the County:</i>	Board of County Commissioners of Hamilton County, Ohio County Administration Building 138 E. Court Street, Room 603 Cincinnati, Ohio 45202 Attention: President
<i>With a copy to:</i>	Hamilton County Administrator County Administration Building 138 E. Court Street, Room 603 Cincinnati, Ohio 45202
<i>And with a copy to:</i>	County Prosecuting Attorney of Hamilton County, Ohio William Howard Taft Center 230 East 9 th Street, Room 4000 Cincinnati, Ohio 45202
<i>As to the City:</i>	Office of the City Manager City of Cincinnati, Ohio City Hall 801 Plum Street, Room [150] Cincinnati, Ohio 45202 Attention: City Manager
<i>With a copy to:</i>	Department of Finance City of Cincinnati, Ohio City Hall 801 Plum Street, Room [250] Cincinnati, Ohio 45202 Attention: Director

<i>And with a copy to:</i>	Department of Law City of Cincinnati, Ohio City Hall 801 Plum Street, Room [214] Cincinnati, Ohio 45202 Attention: City Solicitor
<i>And with a copy to:</i>	Cincinnati Convention Center City of Cincinnati, Ohio 535 Elm Street Cincinnati, Ohio 45202 Attention: Manager
<i>As to the CFA:</i>	Hamilton County Convention Facilities Authority 138 E. Court Street, Room 603 Cincinnati, OH 45202 Attn: Chairperson
<i>With a copy to:</i>	Hamilton County Convention Facilities Authority 138 E. Court Street, Room 603 Cincinnati, OH 45202 Attn: Chairperson
<i>As to the GCCVB:</i>	_____ _____ _____
<i>With a copy to:</i>	_____ _____ _____

SECTION 4.3. Binding Effect.

This Residual TOT Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the County and the City and their respective permitted successors and assigns provided that this Residual TOT Agreement may not be assigned by the County or the City. This Residual TOT Agreement may be enforced only by the Parties, their assignees and others who may, by law, stand in their respective places.

SECTION 4.4. Extent of Covenants; No Personal Liability.

All covenants, obligations and agreements of the County and the City contained in this Residual TOT Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the County or the City other than his or her official capacity.

SECTION 4.5. Effective Date.

This Residual TOT Agreement shall become effective and binding on the Effective Date.

SECTION 4.6. Amendments, Supplements and Restatements.

This Residual TOT Agreement may be amended, supplemented, renewed, and/or restated only by written agreement of the County and the City duly authorized by their respective governing bodies and signed by an Authorized Representative or Authorized Representatives; provided, however that provisions of this Residual TOT Agreement related to amounts payable to or for the benefit of the Northern Communities from the County Pro-Rata Portion of Residual TOT Funds are subject to approval by the CFA; and provided further, however, that the distributions described in Section 2.3(d) hereof may be altered in the discretion of the County, upon the approval of the CFA, without approval of the City so long as (a) prior to receipt of the entire Northern Communities Initial Contribution Cap by the Northern Communities, the percentage applied pursuant to Section 2.3(d)(ii) hereof is not reduced below fifty-five percent (55%) of the County Pro-Rata Portion of Residual TOT Funds, (b) regardless of whether the entire Northern Communities Initial Contribution Cap has been received by the Northern Communities, (i) the percentage applied pursuant to Section 2.3(d)(ii)(B)(I) hereof is not reduced below seventeen percent (17%) of the County Pro-Rata Portion of Residual TOT Funds, and (ii) regardless of whether the entire Northern Communities Initial Contribution Cap by the Northern Communities, the County Pro-Rata Portion of Residual TOT Funds applied pursuant to Section 2.3(d)(ii)(B)(I) continues to be deposited into the Capital Improvement Reserve Fund.

SECTION 4.7. Execution Counterparts.

This Residual TOT Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. Executed counterparts transmitted electronically shall be binding on the parties hereto. The exchange of copies of this Residual TOT Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Residual TOT Agreement as to the parties hereto and may be used in lieu of the original Residual TOT Agreement and signature pages for all purposes.

SECTION 4.8. Severability.

If any provision of this Residual TOT Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 4.9. Limited Third-Party Beneficiaries.

The provisions of this Residual TOT Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, other than the CFA, the GCCVB, and the

Northern Communities to the extent that rights, title, interests, responsibilities, duties, obligations are accepted, acknowledged, conferred upon, consented to, or otherwise assigned, contributed, hypothecated, pledged, and/or transferred. In addition, this Residual TOT Agreement shall not be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

SECTION 4.10. Governing Law.

This Residual TOT Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

(End of Article VI)

[Signature page to Residual TOT Agreement]

IN WITNESS WHEREOF, the County and the City have caused this Residual TOT Agreement to be duly executed in their respective names on the dates written below.

COUNTY OF HAMILTON, OHIO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form by the County Prosecutor

By: _____
Name: _____
Title: _____

CITY OF CINCINNATI, OHIO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form by the City Solicitor

By: _____
Name: _____
Title: _____

**ACKNOWLEDGEMENT AND CONSENT
(CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO)**

The Convention Facilities Authority for Hamilton County, Ohio (“CFA”) hereby acknowledges and consents to the Residual TOT Agreement.

In consideration of responding to requests of the County to undertake certain responsibilities, while the Residual TOT Agreement remains in affect, the CFA hereby acknowledges and accepts its duties and responsibilities to advise the County on the allocation, distribution, and application of the County Pro-Rata Portion of Residual TOT Funds as described in the Residual TOT Agreement.

In addition, other than with respect to provisions of this Residual TOT Agreement related to amounts payable to or for the benefit of the Northern Communities from the County Pro-Rata Portion of Residual TOT Funds, which are subject to CFA approval, the CFA acknowledges and agrees that further amendments, supplements, and/or restatements of this Residual TOT Agreement may be made without its acknowledgement and/or consent.

**CONVENTION FACILITIES AUTHORITY
FOR HAMILTON COUNTY, OHIO**

By: _____
Name: _____
Title: _____
Date: _____

**ACKNOWLEDGEMENT AND CONSENT
(GREATER CINCINNATI CONVENTION AND VISITORS BUREAU, INC.)**

The Greater Cincinnati Convention and Visitors Bureau, Inc. ("GCCVB") acknowledges and consents to the Residual TOT Agreement.

For the purpose of providing adequate resources for the operation and maintenance of the Convention Center located at 525 Elm Street, Cincinnati, Ohio, the GCCVB hereby acknowledges and accepts the GCCVB Residual Payment to be distributed to the GCCVB as set forth in this Residual TOT Agreement. In addition, the GCCVB acknowledges and agrees that amendments, supplements, and/or restatements of this Residual TOT Agreement may be made without its acknowledgement and/or consent provided that any such amendments, supplements, and/or restatements do not have a Material Adverse Effect on the amount of the GCCVB Residual Payment.

**GREATER CINCINNATI CONVENTION AND
VISITORS BUREAU, INC.**

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A-1
CERTIFICATE OF FISCAL OFFICER
(COUNTY)

Re: Residual TOT Fund Cooperative Agreement dated as of _____, 2024

The undersigned, County Auditor, as the fiscal officer of the County of Hamilton, Ohio (the “County”) hereby certifies that the moneys required to meet the obligations of the County during the current fiscal year, as provided for in this Residual TOT Agreement have been lawfully appropriated by the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any appropriation for any other purpose and from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

County Auditor

Dated: _____, 2024

APPENDIX A-2
CERTIFICATE OF FISCAL OFFICER
(CITY)

Re: Residual TOT Fund Cooperative Agreement dated as of _____, 2024

The undersigned, Director of Finance, as the fiscal officer of the City of Cincinnati, Ohio (the “City”) hereby certifies that the moneys required to meet the obligations of the City during the current fiscal year, as provided for in this Residual TOT Agreement have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any appropriation for any other purpose and from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

Dated: _____, 2024

0102791.0778755 4869-7924-4450v1

January 31, 2024

To: Mayor and Members of City Council 202400397
From: Sheryl M. M. Long, City Manager
Subject: Emergency Ordinance – **Convention Center 725 Bond Ordinance**

Transmitted is an Emergency Ordinance captioned:

PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF NOT TO EXCEED \$23,000,000 OF ECONOMIC DEVELOPMENT REVENUE BONDS (CONVENTION CENTER RENOVATION URBAN RENEWAL PROJECT), OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF PROVIDING FUNDS FOR THE IMPROVEMENT OF THE DUKE ENERGY CONVENTION CENTER AND ADJACENT PROPERTIES; AUTHORIZING A PLEDGE AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.

The Administration Recommends Passage of this Emergency Ordinance.

cc: William “Billy” Weber, Assistant City Manager

EMERGENCY

City of Cincinnati

115W

An Ordinance No. _____

- 2024

PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF NOT TO EXCEED \$23,000,000 OF ECONOMIC DEVELOPMENT REVENUE BONDS (CONVENTION CENTER RENOVATION URBAN RENEWAL PROJECT), OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF PROVIDING FUNDS FOR THE IMPROVEMENT OF THE DUKE ENERGY CONVENTION CENTER AND ADJACENT PROPERTIES; AUTHORIZING A PLEDGE AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.

WHEREAS, the City of Cincinnati (the “City”) seeks to create and preserve jobs and employment opportunities within the corporate boundaries of the City in order to improve the economic welfare of the people of the City and the State of Ohio in furtherance of the public purposes set forth in Article VIII, Section 13 of the Ohio Constitution (the “Authorized Purposes”); and

WHEREAS, the City owns the Duke Energy Convention Center (the “DECC”) located at 525 Elm Street, and generally bounded by Elm Street, Fifth Street, Sixth Street and Central Avenue in the Central Business District of Cincinnati (the “DECC Site”); and

WHEREAS, although the City has provided day-to-day maintenance and repairs and completed periodic capital improvements to the DECC, the DECC has deteriorated in recent years and is in need of substantial renovation, which will include significant capital repairs and improvements; and

WHEREAS, the City currently anticipates vacating a portion of Elm Street right-of-way located between Sixth Street and Fifth Street for potential consolidation with the parcel upon which the DECC is situated or to be owned as a standalone parcel by the City (the “Elm Street Parcel”); and

WHEREAS, the Port of Greater Cincinnati Development Authority currently owns certain real property upon which the former Millenium Hotel was located, generally bounded by Elm Street, Fifth Street, Sixth Street, and the 84.51 headquarters building (the “Millenium Site” and, collectively with the DECC Site and the Elm Street Parcel, the “Project Site”); and

WHEREAS, the City, the Board of Commissioners of Hamilton County, Ohio (the “County”) and 3CDC Development Manager, LLC (“Manager”) will enter into a Development Agreement, pursuant to which Manager has agreed to provide development management and project implementation services related to the management of the renovation of the DECC and the redevelopment of the Project Site (collectively, the “Project”); and

WHEREAS, the total estimated cost (including, without limitation, hard construction costs, soft costs, acquisition costs, and costs of issuance) of the Project is approximately \$200,000,000; and

WHEREAS, the Project Site constitutes an urban renewal area, and the Project constitutes an urban renewal project, each for purposes of Ohio Revised Code Chapter 725; and

WHEREAS, Council by this ordinance authorizes the issuance of urban renewal bonds or notes to finance a portion of the cost of the Project in furtherance of the Authorized Purposes; now, therefore,

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

Section 1. Definitions. That when used in this ordinance, and the Indenture (as hereinafter defined), if any, the following words shall have the indicated meanings:

“Authorized Officer” means any officer, member, or employee of the Issuer authorized by a certificate of the Executive to perform the act or sign the document in question, and if there is no such authorization, means the Executive.

“Bond” or “Bonds” means the Issuer’s not to exceed \$23,000,000 Economic Development Revenue Bonds (Convention Center Renovation Urban Renewal Project), Series 2024, to be issued in a manner determined by the Fiscal Officer.

“Bondholder,” “Holder,” “holder of Bonds,” “owner of Bonds” or any similar term means any person in whose name a Bond or Note is registered on the Bond Register.

“Bond Legislation” means this ordinance.

“Bond Register” means the records for the registration and transfer of Bonds or Notes maintained by the institution appointed as registrar and paying agent pursuant to the Fiscal Officer’s Certificate or by the Trustee as Bond registrar pursuant to the Indenture.

“Bond Service Charges” means the principal, interest, and any premium required to be paid on any Bonds or Notes.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Executive” means the City Manager or any Assistant City Manager of the Issuer.

“Fiscal Officer” means the Director of Finance, as Fiscal Officer of the Issuer.

“Fiscal Officer’s Certificate” means the certificate executed by the Fiscal Officer setting forth any terms relating to the issuance of the Bonds or Notes which are not specified in this Bond Legislation.

“Indenture” means the Trust Agreement (if any) to be dated as of such date as is selected by the Fiscal Officer by and between the Issuer and the Trustee securing the Bonds or Notes, as the same may be amended as provided therein.

“Interest Payment Date” or “interest payment date” means, as to the Bonds or Notes, the dates designated as such in the Indenture or the Fiscal Officer’s Certificate.

“Issuer” means the City of Cincinnati, Hamilton County, Ohio.

“Issuing Authority” means the City Council of the Issuer.

“Legal Officer” means the City Solicitor of the Issuer.

“outstanding Bonds” or “Bonds outstanding” or “outstanding” as applied to Bonds, means, as of the applicable date, all Bonds which have been authenticated and delivered, or are then being delivered, by the Issuer pursuant to this Bond Legislation and the Fiscal Officer’s Certificate or by the Trustee under the Indenture, as applicable, except:

(a) Bonds cancelled on surrender, exchange or transfer or cancelled because of payment at or prior to such date;

(b) Bonds for the payment, redemption or purchase for cancellation of which sufficient monies have been deposited and credited for the purpose on or prior to that date in the Bond Fund, or other fund or account or with the Trustee or Paying Agent (whether upon or prior to the maturity of those Bonds); and provided that if any of those Bonds are to be purchased for cancellation a firm offer for sale stating the price shall have been received and accepted;

(c) Bonds which are deemed to have been paid pursuant to the provisions of the Indenture or any Bonds which are deemed to have been paid pursuant to the provisions of this Bond Legislation and the Fiscal Officer’s Certificate; and

(d) Bonds in lieu of which others have been authenticated under the Indenture or this Bond Legislation and the Fiscal Officer’s Certificate.

“Notes” means notes issued in anticipation of the issuance of the Bonds.

“Paying Agent” means the Trustee or its lawful successor, or the registrar and paying agent appointed pursuant to the Fiscal Officer’s Certificate, as applicable.

“person” or “Person” or words importing persons means firms, associations, partnerships (including, without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Revenues” means all Service Payments in Lieu of Taxes received by the City pursuant to Chapter 725 of the Ohio Revised Code and deposited into the Urban Renewal Debt Retirement Fund excluding amounts necessary to make annual principal and interest payments on any and all Bonds or Notes issued pursuant to Chapter 725 of the Ohio Revised Code, which were issued prior to the issuance of the Bonds or Notes provided for in this Ordinance.

“State” means the State of Ohio.

“Trustee” means the bank or trust company that is appointed or any successor trustee under the terms of the Indenture, if any.

Any reference to the Issuer, the Issuing Authority, or to their members, officers or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities shall include those which succeed to their functions, duties or responsibilities by operation of law, and also those who at the time may legally act in their place.

References to any act or resolution of the Ohio General Assembly, or to a section, chapter, division, paragraph, or other provision of the Ohio Revised Code or the Constitution of Ohio, or the laws of Ohio, shall include that act or resolution, and that section, chapter, division, paragraph or other provision and those laws as from time to time amended, modified, supplemented, revised, or superseded, unless expressly stated to the contrary, provided that no such amendment, modification, supplementation, revision or supersession shall alter the obligation to pay the Bond Service Charges on Bonds or Notes outstanding, at the time of any such action, in the amount and manner, at the times and from the sources provided in the Bond Legislation and the Indenture, except as otherwise herein permitted.

Unless the context otherwise indicates, words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, means both the Bond Legislation and the Indenture, except in the case of reference to a stated section number of either.

Section 2. Determinations by Issuing Authority. The Issuing Authority hereby finds and determines that it is necessary to issue, sell, and deliver the Bonds in the principal amount of not to exceed \$23,000,000 upon the terms set forth herein, as supplemented by the Indenture or the Fiscal Officer's Certificate, for the purpose of providing funds for the renovation of the Duke Energy Convention Center and the redevelopment of adjoining properties thereto, all generally bounded by the 84.51 headquarters building, Fifth Street, Sixth Street, and Central Avenue (the "Project"), all as allowable by law; which costs may include, without limitation, acquisition, demolition, hard construction costs, and other capital costs for the Project; all as allowable by law; such principal amount may be increased by the amounts necessary to fund a debt service reserve fund (if needed), capitalized interest (if any), costs of issuance, and other necessary and permitted costs, all as determined by the Fiscal Officer. The officers specified herein are authorized to execute and deliver the documents necessary or appropriate in order to secure the Bonds or Notes.

Council hereby determines that the issuance of the Bonds will be for a proper public and municipal purpose and in the best interest of the Issuer.

Section 3. Terms of the Bonds.

(a) **Form, Denominations, and Dates.** The Bonds shall be designated "Economic Development Revenue Bonds (Convention Center Renovation Urban Renewal Project)," shall be negotiable instruments, shall be issued only in fully registered form, without coupons, and shall express upon their faces the purpose for which they are issued. The Bonds shall be dated as of their date of issuance, shall be numbered as determined by the Bond registrar or by the Trustee as Bond registrar, and shall be issued in denominations of \$5,000 or any integral multiple thereof or as otherwise provided in the Fiscal Officer's Certificate. The Bonds shall be exchangeable for other Bonds in the manner and upon the terms set forth in the Indenture or the Fiscal Officer's Certificate.

(b) Execution, Interest Rates, and Maturities. The Bonds shall be executed by the signatures of the Mayor and Fiscal Officer of the Issuer and shall bear the official seal of the Issuer (provided that both of such signatures and such seal may be facsimiles), and shall bear the manual authenticating signature of an authorized signer of the Bond registrar or the Trustee, as appropriate. The Bonds shall bear interest from the most recent date to which interest has been paid or duly provided for, or, if no interest has been paid or duly provided for, from their dates. The Bonds shall mature or be subject to mandatory sinking fund redemption at the times and in the respective principal amounts, and such principal amounts shall bear interest payable semiannually on each Interest Payment Date, at the respective rates per annum not to exceed 6.00%, as determined by the Fiscal Officer (after negotiation, if the Bonds are sold, with the original purchaser of the Bonds) and set forth in the Fiscal Officer's Certificate or in a bond purchase agreement, as applicable. All Bonds shall finally mature not later than as allowable by law.

(c) Optional Redemption. The Bonds of the maturities specified in the Fiscal Officer's Certificate or, if applicable, in the bond purchase agreement shall be subject to redemption, in the manner provided in the Fiscal Officer's Certificate or the Indenture, as applicable, at the option of the Issuer, by lot, either in whole or in part, on any date, and at the redemption prices (expressed as percentages of the principal amount to be redeemed) set forth in the Fiscal Officer's Certificate or Indenture, as applicable, plus accrued interest to the date fixed for redemption.

(d) Payment. Bond Service Charges with respect to the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Trustee or the Paying Agent, in the manner provided in the Fiscal Officer's Certificate or the Indenture, as applicable.

Section 4. Issuance of Notes. If the Fiscal Officer, in the exercise of his or her judgment, determines that it is preferable that notes rather than bonds be issued initially, there are hereby authorized Notes in the aggregate principal amount of not to exceed \$23,000,000 which may be issued in anticipation of the issuance of a like principal amount of said bonds for the purpose described in Section 2 hereof. Such Notes shall be issued in such numbers and denominations as may be determined by the Fiscal Officer; shall bear interest at a rate or rates not in excess of the legal maximum rate of interest, if any, for obligations of this type under Ohio law, as shall be approved by the Fiscal Officer, payable on such dates as are determined by the Fiscal Officer; shall be dated as of their date of issuance; shall mature on such date or dates as may be selected by the Fiscal Officer; may be callable in whole or in part at any time prior to maturity as approved by the Fiscal Officer; may be issued in installments as approved by the Fiscal Officer; shall be designated "Economic Development Revenue Bond Anticipation Notes (Convention Center Renovation Urban Renewal Project)"; and shall be payable as to principal at the office of the Paying Agent or the office of the Treasurer of the City, and the interest thereon shall be paid by the Paying Agent or the office of the Treasurer of the City on each Interest Payment Date to the holders of the Notes. Said Notes shall bear the signature of the Mayor, which may be a facsimile, and the manual signature of the Fiscal Officer, shall bear the corporate seal of the City, and shall express on their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

Section 5. Sale of the Bonds or Notes. The Bonds or Notes shall first be offered to the City Treasurer as the officer in charge of the City's Bond Retirement Fund and, if not taken by

the Treasurer, may be offered to the Treasury Investment Account for purchase and, if not offered to or taken by such Account, shall be awarded and sold at public or private sale, in the sound discretion of the Fiscal Officer without further action by Council, at such price as is determined by the Fiscal Officer, plus accrued interest on the aggregate principal amount of the Bonds or Notes from their dates to the date of delivery and payment. The Executive or Fiscal Officer is hereby authorized to make arrangements for the delivery of the Bonds or Notes to, and payment therefor by, the purchaser or purchasers thereof at the price determined by the Fiscal Officer; and the Executive or Fiscal Officer is hereby authorized to execute a purchase agreement for the Bonds or Notes, if applicable, without further action by Council.

Section 6. Allocation of Proceeds of the Bonds or Notes. The proceeds received by the Issuer from the sale of the Bonds or Notes shall be allocated, and are hereby appropriated, in the amounts, and to the funds, set forth in the Fiscal Officer's Certificate or the Indenture, as applicable.

Section 7. Security for the Bonds or Notes. The security for the Bonds or Notes shall be a pledge of Revenues or any other permissible funds determined by the Fiscal Officer and further described in the Indenture or the Fiscal Officer's Certificate, and a lien upon the Revenues is hereby granted for such purpose.

The Executive and the Fiscal Officer, in their sound discretion, are hereby authorized to further secure the Bonds or Notes by pledging toward payment of the Bonds or Notes other moneys not raised by taxation received by the Issuer, in the order and to the extent that they deem necessary or appropriate to obtain a favorable interest rate on the Bonds. The Executive and Fiscal Officer are further authorized to evidence such additional security in whatever manner they deem appropriate, and to execute and deliver any documents necessary to that end. Anything in the Indenture, the Bond Legislation or the Bonds or Notes notwithstanding, neither the Indenture, the Bond Legislation, nor the Bonds or Notes will constitute a debt, or a pledge of the faith, credit or taxing power of the Issuer, the State or any political subdivision thereof, and the holders or owners of the Bonds or Notes shall have no right to have taxes levied by the Issuing Authority, the General Assembly of the State, or the taxing authority of any political subdivision of the State for the payment of the Bond Service Charges, and the Bonds or Notes shall contain on their faces a statement to that effect. Nothing herein shall be deemed to prohibit the Issuer from lawfully using, of its own volition, any of its general resources, including lawfully available City income tax revenues, for the fulfillment of any of the terms and conditions of the Indenture, the Bond Legislation, or the Bonds or Notes; provided, that no moneys raised by taxation are obligated or pledged therefore.

The Executive and the Fiscal Officer are hereby authorized to make provision in the Indenture securing such Bonds or Notes for: the application of the Revenues; creation of such funds as are necessary or appropriate; investment of moneys in such funds; use of such funds; recordkeeping; such covenants of the Issuer as are necessary or appropriate; and such other matters as are customary or appropriate to be contained in the Indenture.

Section 8. Execution of the Indenture and Other Documents. The Executive and the Fiscal Officer are each hereby authorized to execute, acknowledge, and deliver, on behalf of the Issuer, to the Trustee the Indenture (if any).

The Fiscal Officer is hereby authorized to exercise his or her discretion in order to set the terms contained in the Fiscal Officer's Certificate and to execute and deliver the same.

The Executive and the Fiscal Officer are each hereby separately authorized to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of nationally recognized bond counsel, in order to effect the issuance of the Bonds or Notes and the intent of the Bond Legislation. The Fiscal Officer, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds or Notes, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds or Notes.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of the Indenture, including, without limitation, application to the Bond Legislation of the provisions in the Indenture relating to amendment, modification and supplementation, and provisions for severability.

The Fiscal Officer is hereby authorized to appoint a trustee, paying agent and registrar for the Bonds or (if necessary) the Notes.

Section 9. Offering Document. That if deemed necessary by bond counsel, the Executive and the Fiscal Officer are each separately authorized to execute and deliver a preliminary offering document and a final document on behalf of the Issuer, which shall be in such form as such officers may approve, their execution thereof on behalf of the Issuer to be conclusive evidence of such approval, and copies thereof are hereby authorized to be prepared and furnished to the original purchaser of the Bonds or Notes for distribution to prospective purchasers of the Bonds or Notes and other interested persons.

The Executive and the Fiscal Officer on behalf of the Issuer, and each of them separately on behalf of the Issuer, are hereby authorized to furnish such information, to execute such instruments and to take such other actions in cooperation with the original purchaser of the Bonds or Notes as may be reasonably requested to qualify the Bonds or Notes for offer and sale under the Blue Sky or other securities laws and regulations and to determine their eligibility for investment under the laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the original purchaser; provided however, that the Issuer shall not be required to register as a dealer or broker in any such state or jurisdiction or become subject to the service of process in any jurisdiction in which the Issuer is not now subject to such service.

Section 10. Taxability. As to any Bonds or Notes which constitute obligations the interest on which is excludable from gross income for federal income tax purposes under the Code, Council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds of the Bonds or Notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code. The Fiscal Officer or any other officer having responsibility with respect to the issuance of the Bonds or Notes is authorized to give an appropriate certificate on behalf of the City on the date of delivery of the Bonds or Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and

reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Bonds or Notes are not designated “qualified tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

Section 11. Severability. Should it be judicially determined by a court having jurisdiction to pass upon the validity of the Bond Legislation, the Indenture or the Bonds or Notes, that any provision of the Bond Legislation is beyond the powers of the Issuing Authority or the Issuer, or is otherwise invalid, then such decision shall in no way affect the validity of the Bond Legislation, the Indenture or the Bonds or Notes, or any proceedings related thereto, except as to the particular matters found by such decision to be invalid.

Section 12. Book Entry Bonds or Notes. The Issuing Authority hereby determines that these Bonds or Notes may but are not required to be issued in Book-Entry-Only form through The Depository Trust Company, New York, New York. The Letter of Representations to The Depository Trust Company from the City, dated March 21, 1995, as supplemented from time to time, is hereby ratified and confirmed.

So long as these Bonds or Notes are in Book-Entry-Only form, the following covenants and agreements of the Issuer shall be in effect:

(a) Definitions.

“Beneficial Owner” means the person in whose name a Bond or Note is recorded as the beneficial owner of such Bond or Note by the respective systems of DTC and each of the DTC Participants.

“CEDE & Co” means CEDE & Co, the nominee of DTC, and any successor nominee of DTC with respect to the Bonds or Notes.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant” means banks, brokers or dealers who are participants of DTC.

“Letter of Representations” means the Letter of Representations dated March 21, 1995, as supplemented from time to time, from the City and the Paying Agent and Registrar, to DTC with respect to the Bonds or Notes, which shall be the binding obligation of the City and the Paying Agent and Registrar.

The Bonds or Notes shall initially be issued in global book entry form registered in the name of CEDE & Co, as nominee for DTC.

While in book entry form, payment of interest for any Bond or Note registered in the name of CEDE & Co shall be made by wire transfer or such other manner as permitted by the Letter of Representations, to the account of CEDE & Co on the Interest Payment Date or the redemption date at the address indicated for CEDE & Co in the bond register.

(b) Book Entry Bonds or Notes.

(i) Except as provided in Section 12(c) hereof, the registered owner of all of the Bonds or Notes shall be DTC and the Bond or Notes shall be registered in the name of CEDE & Co, as nominee for DTC. The City and the Paying Agent and Registrar shall supplement (with a description of the bonds) the Letter of Representations with DTC, and the provisions of such Letter of Representations shall be incorporated herein by reference.

(ii) The Bonds or Notes shall be initially issued in the form of single fully registered global certificates in the amount of each separate stated maturity of the Bonds or Notes. Upon initial issuance, the ownership of such Bonds or Notes shall be registered in the City's bond register in the name of CEDE & Co, as nominee of DTC. The Paying Agent and Registrar and the City may treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds or Notes registered in its name for the purposes of payment of the principal, or redemption price of or interest on the Bonds or Notes, selecting the Bonds or Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this ordinance, registering the transfer of Bonds or Notes, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Paying Agent and Registrar nor the City shall be affected by any notice to the contrary. Neither the Paying Agent and Registrar nor the City shall have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds or Notes under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the Paying Agent and Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment of DTC or any DTC Participant of any amount in respect of the principal or redemption price of or interest on the Bonds or Notes; any notice which is permitted or required to be given to Bondholders under this ordinance; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Bonds or Notes; or any consent given or other action taken by DTC as Bondholder. The Paying Agent and Registrar shall pay from moneys available hereunder all principal of, and premium, if any, and interest on the Bonds or Notes only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in the State of Ohio), and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, and premium, if any, and interest on the Bonds or Notes to the extent of the sum or sums so paid. Except as otherwise provided in Section 12(c) hereof, no person other than DTC shall receive an authenticated Bond certificate for each separate stated maturity evidencing the obligation of the City to make payments of principal of, and premium, if any, and interest pursuant to this ordinance. Upon delivery by DTC to the Paying Agent and Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & Co, and subject to the provisions of this ordinance with respect to transfers of Bonds or Notes, the word "CEDE & Co" in this ordinance shall refer to such new nominee of DTC.

(c) Delivery of Bond Certificates.

In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the City may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the DTC Participants, of the availability through DTC of Bond certificates. In such event, the Paying Agent and Registrar shall issue, transfer and exchange, at the City's expense, Bond certificates as requested by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds or Notes at any time by giving notice to the City and the Paying Agent and Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and Paying Agent and Registrar shall be obligated to deliver Bond certificates as described in this ordinance, provided that the expense in connection therewith shall be paid by DTC. In the event Bond certificates are issued, the provisions of this ordinance shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates. Whenever DTC requests the City and the Paying Agent and Registrar to do so, the Paying Agent and Registrar and the City will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Bonds or Notes to any DTC Participant having Bonds or Notes credited to its DTC account, or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds or Notes.

Section 13. Open Meetings Determination. The Issuing Authority hereby finds and determines that all formal actions relative to the adoption of this Bond Legislation were taken in an open meeting of this Issuing Authority, and that all deliberations of this Issuing Authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 14. Effective Date. That this ordinance is 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 that the sale of the Bonds or Notes authorized herein may be required within thirty days of passage of the ordinance in order to advance the Project in accordance with existing construction and financing schedule requirements, and therefore, this ordinance shall take effect and be in force immediately upon its passage.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

January 31, 2024

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: Emergency Ordinance – Convention Center Development Agreement

Transmitted is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Development Agreement with 3CDC Development Manager LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the major renovation and expansion of the City-owned property known as Duke Energy Convention Center (the “DECC”), and other adjacent properties, all in the Central Business District; **ESTABLISHING** new capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to provide resources for improvements to the DECC and other adjacent properties; **AUTHORIZING** the transfer and appropriation of \$23,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to provide resources for the improvements to the DECC and other adjacent properties as required by the Development Agreement between the City of Cincinnati, 3CDC Development Manager LLC, and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio; and **DECLARING** this capital improvement project an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725.

The Administration Recommends Passage of this Emergency Ordinance.

cc: William “Billy” Weber, Assistant City Manager



EMERGENCY

City of Cincinnati

AKS

ECW

An Ordinance No. _____

- 2024

AUTHORIZING the City Manager to execute a Development Agreement with 3CDC Development Manager LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the major renovation and expansion of the City-owned property known as Duke Energy Convention Center (the “DECC”), and other adjacent properties, all in the Central Business District; **ESTABLISHING** new capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to provide resources for improvements to the DECC and other adjacent properties; **AUTHORIZING** the transfer and appropriation of \$23,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to provide resources for the improvements to the DECC and other adjacent properties as required by the Development Agreement between the City of Cincinnati, 3CDC Development Manager LLC, and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio; and **DECLARING** this capital improvement project an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725.

WHEREAS, the City of Cincinnati (the “City”) owns the Duke Energy Convention Center (the “DECC”) located at 525 Elm Street, and generally bounded by Elm Street, Fifth Street, Sixth Street, and Central Avenue in the Central Business District of Cincinnati; and

WHEREAS, even though the City has provided day-to-day maintenance and repairs and completed periodic capital improvements, the DECC has deteriorated in recent years and is once again in need of substantial renovation and capital repairs; and

WHEREAS, the City currently anticipates vacating that portion of Elm Street right-of-way between Sixth Street and Fifth Street for potential consolidation with the DECC or to be owned as a standalone parcel by the City (the “Elm Street Parcel”); and

WHEREAS, the Port of Greater Cincinnati Development Authority (the “Port”) currently owns certain real property where the former Millennium Hotel was located, generally bounded by Elm Street, Fifth Street, Sixth Street, and the 84.51 headquarters building (the “Millennium Site”); and

WHEREAS, the City owns certain real property (i) bisecting the Millennium Site that is currently a paper street known as Convention Way, and (ii) consisting of several parcels along Elm Street and Convention Way (such City-owned property, with the DECC, the Millennium Site, and the Elm Street Parcel, are collectively referred to hereinafter as the “Project Site”); and

WHEREAS, pursuant to Resolution No. 6-2022, approved by Council on January 26, 2022, and a Resolution passed by the Board of County Commissioners of Hamilton County,

Ohio (the “County”) on January 27, 2022, the City and the County expressed their support for the creation of a comprehensive strategy for redevelopment of the DECC and the surrounding area generally bounded by Race Street, Central Avenue, Fourth Street, and Sixth Street (collectively, the “District”), including through the engagement of Cincinnati Center City Development Corporation (“3CDC”) for planning and management services related to the District; and

WHEREAS, Council adopted a Motion, Item No. 202300325, on February 23, 2023, requesting that the City work with 3CDC and other relevant stakeholders to maximize opportunities for minority and women contractors to engage in development within the District; and

WHEREAS, the City, the County, and 3CDC Development Manager LLC (“Manager”), a wholly owned subsidiary of 3CDC, entered into a Development Management Services Agreement, pursuant to which Manager has been providing pre-development services associated with the potential renovation of the DECC, the potential development of a new convention center headquarters hotel, and the general planning and development of other sites within the District (the “Pre-Development Services”); and

WHEREAS, Manager entered into an agreement with Messer Construction Co. (“Messer”) to provide pre-construction services related to the renovation of the Project Site (the “DECC Project”), which services have been nearly completed; and

WHEREAS, the City and the County now desire to further engage Manager to provide additional development management project implementation services related to the DECC Project through execution of a Development Agreement substantially in the form attached hereto as Attachment A (the “Development Agreement”); and

WHEREAS, in recognition of the importance and value of including diversity, equity, and inclusion efforts for development projects within the District, the City, the County, and Manager have worked together to develop a plan and establish goals to maximize inclusion efforts within the District (the “Inclusion Plan”); and

WHEREAS, through the Development Agreement, the City and the County will engage Manager, and Messer through Manager, to ensure that all contractors, subcontractors, and consultants on the DECC Project comply with the Inclusion Plan and utilize best efforts to achieve participation at a level of twenty percent for minority-owned business enterprises and ten percent for women-owned business enterprises, with an additional aspirational reach goal of an additional five percent each; and

WHEREAS, the City has determined that it is in its best interest to (i) approve Manager’s retention of Messer as the construction manager at risk, in partnership with TriVersity Construction and Jostin Construction, for the construction of the DECC Project due to Messer’s experience and reputation for successfully completing projects of this magnitude and complexity, and (ii) to permit Messer to selectively hire the subcontractors for the DECC Project because of the highly specialized nature of the renovation work that will be performed by the subcontractors, with the understanding that Messer will comply with the Inclusion Plan; and

WHEREAS, Manager intends to commence on-site construction on the DECC Project no later than July 1, 2024, and substantially complete construction no later than December 31, 2025; and

WHEREAS, the total estimated cost (including, without limitation, hard construction costs, soft costs, acquisition costs, and costs of issuance) of the DECC Project is approximately \$200,000,000; and

WHEREAS, in addition to the funds provided by the City in the amount of \$7,000,000 for the Pre-Development Services, the City now desires to provide an additional \$23,000,000 (the “City Cash Funds”) for the DECC Project; and

WHEREAS, the source of the City Cash Funds is proceeds from the City’s issuance of urban renewal bonds or notes to finance a portion of the DECC Project; and

WHEREAS, the Project Site constitutes an urban renewal area and the DECC Project constitutes an urban renewal project, each for purposes of Ohio Revised Code Chapter 725; and

WHEREAS, the County previously provided funding for the acquisition and demolition of the former Millennium Hotel and \$5,000,000 for pre-development costs associated with the Millennium Site, and now intends to provide an additional \$10,000,000 for the DECC Project; and

WHEREAS, to facilitate a bond issuance by the Port in a principal amount not to exceed \$370,000,000 (the “TOT Bonds”), the City and the County intend to pledge to the Port, and/or the trustee on the TOT Bonds, some of the revenues from their respective transient occupancy taxes (the “TOT Revenues”), and, subject to appropriation, the City and the County intend to provide credit enhancements on the TOT Bonds in the form of an annual contribution from each such entity in an amount not to exceed \$650,000 annually; and

WHEREAS, the pledge(s) of the TOT Revenues and the terms of the financing associated with the TOT Bonds, pursuant to which the Port will make the net TOT Bonds proceeds available to pay for the construction of the DECC Project, will be determined by separate agreements entered into between the City, the County, and the Port, which financing structure Council will authorize by separate ordinance; and

WHEREAS, the City believes that the DECC Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements, and for this reason the City desires to facilitate the DECC Project by providing the City Cash Funds and other financial support for the DECC Project, all as more particularly described in the Development Agreement; and

WHEREAS, completion of the DECC Project is in accordance with the “Compete” goal to “[b]ecome nationally and internationally recognized as a vibrant and unique city” as described on pages 121-125 of Plan Cincinnati (2012) and the “Collaborate” goal to “[s]peak in a unified voice with other entities to reach regional goals” as described on pages 213-216 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 execute a Development Agreement, substantially in the form attached hereto as Attachment A (the “Development Agreement”), with 3CDC Development Manager LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the major renovation and expansion of the City-owned property known as the Duke Energy Convention Center (the “DECC”), located at 525 Elm Street, and adjacent properties thereto, all generally bounded by the 84.51 headquarters building, Fifth Street, Sixth Street, and Central Avenue, all in the Central Business District of Cincinnati, which property is more particularly described in the Development Agreement (collectively, the “Project Site”).

Section 2. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to provide resources for improvements to the Project Site pursuant to the terms of the Development Agreement (the “DECC Project”).

Section 3. That the transfer and appropriation of \$23,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x241620, “Convention Center District Urban Renewal TIF,” to provide resources for the DECC Project, all as allowable by law, is authorized.

Section 4. That it is in the best interest of the City to approve Messer Construction as the construction manager at risk, in partnership with TriVersity Construction and Jostin Construction, for the DECC Project due to Messer’s experience and reputation for successfully completing projects of this magnitude and complexity.

Section 5. That Council hereby declares that the DECC Project constitutes an urban renewal project, and the Project Site constitutes an urban renewal area, each as defined in Chapter 725 of the Ohio Revised Code.

Section 6. That the appropriate City officials are hereby authorized to do all things necessary and proper to carry out the provisions of Sections 1-5 of this ordinance, including, without limitation, entering into the Development Agreement and any other agreements, amendments, and other instruments pertaining to the DECC Project.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the City to execute the Development Agreement at the earliest possible time in order to proceed with the completion of the DECC Project for the economic benefit of the people of the City of Cincinnati.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No: _____

DEVELOPMENT AGREEMENT

among the

CITY OF CINCINNATI,
an Ohio municipal corporation

BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO,
an Ohio political subdivision

and

3CDC DEVELOPMENT MANAGER LLC,
an Ohio limited liability company

Project Name: Duke Energy Convention Center Renovation and Expansion

Dated: _____, 2024

DEVELOPMENT AGREEMENT
(Duke Energy Convention Center Renovation and Expansion)

This Development Agreement (this “**Agreement**”) is made and entered into effective as of the Effective Date (as defined on the signature page hereof) among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”); the **BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO**, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio, 138 E. Court Street, Room 603, Cincinnati, Ohio 45202 (the “**County**”); and **3CDC DEVELOPMENT MANAGER LLC**, an Ohio limited liability company, 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Manager**”), a wholly owned subsidiary of Cincinnati Center City Development Corporation, an Ohio nonprofit corporation (“**3CDC**”).

Recitals:

A. The City owns the Duke Energy Convention Center located at 525 Elm Street, generally bounded by Elm Street, 5th Street, 6th Street, and Central Avenue in the Central Business District of Cincinnati, as depicted on Exhibit A (Site Plan) hereto and more particularly described on Exhibit B-1 (Legal Description – DECC) hereto (the “**DECC**”).

B. The City currently anticipates vacating that portion of Elm Street right-of-way between 6th Street and 5th Street, as depicted on Exhibit A and more particularly described on Exhibit B-2 (Legal Description – Elm Street) hereto (the “**Former City ROW**”), for potential consolidation with the DECC or to be owned as a standalone parcel by the City.

C. The Port of Greater Cincinnati Development Authority (the “**Port**”) currently owns certain real property where the former Millennium Hotel was located, generally bounded by Elm Street, 5th Street, 6th Street, and the 84.51 headquarters building, as depicted on Exhibit A and more particularly described on Exhibit B-3 (Legal Description – Millennium Site) hereto (the “**Millennium Site**”). The City owns certain real property that bisects the Millennium Site that is comprised of (i) existing right-of-way that is currently a paper street known as Convention Way and (ii) several parcels along Elm Street and Convention Way, all as depicted on Exhibit A and more particularly described on Exhibit B-4 (Legal Description – Convention Way Property) hereto (the “**Convention Way Property**”, and collectively with the Millennium Site, the “**Plaza Site**”).

D. The County helped finance the Port’s acquisition of the Millennium Site and demolition of the building formerly located thereon, creating potential development opportunities for the District (as defined below).

E. To facilitate the DECC Project (as defined below), the parties currently anticipate that (i) the City will vacate the Former City ROW and other right-of-way included in the Convention Way Property, with the Port providing abutter’s consents to such vacations in such form as the City may require and assisting with other necessary title clean-ups, (ii) then, the Port will convey fee simple title to the Millennium Site to the County, and (iii) thereafter the County will lease the Millennium Site to the City for coordinated planning and programming of the Plaza Site with the DECC and the Former City ROW (the DECC, the Former City ROW, and the Plaza Site are hereinafter collectively referred to as the “**Project Site**”), which lease, as further described in Section 5 hereof, the parties anticipate will contain terms substantially in accordance with the terms outlined in Exhibit C (Plaza Lease Terms) hereto.

F. Although the City has provided for day-to-day maintenance and repairs and the completion of periodic capital improvements, the DECC has deteriorated in recent years and is once again in need of renovation and capital repairs.

G. Pursuant to (i) Resolution No. 6-2022, approved by City Council on January 26, 2022, the Mayor and Council of the City, and (ii) a Resolution passed by the Board of County Commissioners on January 27, 2022, the City and the County expressed their support for the creation of a comprehensive

strategy for redevelopment of the DECC and the surrounding area generally bounded by Race Street, Central Avenue, 4th Street, and 6th Street (collectively, the “District”), including through the engagement of 3CDC for planning and management services related to the District.

H. The parties hereto entered into a certain *Development Management Services Agreement* dated June 14, 2023 (the “**Pre-Development Agreement**”), pursuant to which (i) the City and the County engaged Manager to, among other things, provide general planning and development services as it relates to property within the District, including for development of a new convention center headquarters hotel and the renovation of the DECC and potential expansion over the Former City ROW and the Plaza Site (the “**Pre-Development Services**”); and (ii) the City provided \$7,000,000 for certain costs associated with the Pre-Development Services (the “**DECC Pre-Development Funds**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Pre-Development Agreement.

I. Manager’s work associated with the Pre-Development Services has, to date, been to the satisfaction of the City and the County, the City and the County now desire to further engage Manager to provide additional development management project implementation services related to the renovation of the DECC, the Plaza Site, and the Former City ROW, all as more particularly described on Exhibit D (*Statement of Work*) hereto (the “**DECC Project**”). For the avoidance of doubt, in no event does the DECC Project include other development within the District, including, without limitation, any development at 435 Elm Street (also known as the former site of the Convention Place Mall), the convention center headquarters hotel, or the Whex Garage.

J. Manager intends to commence on-site construction on the DECC Project no later than July 1, 2024 (the “**Commencement Deadline**”), and substantially complete construction no later than December 31, 2025 (the “**Completion Deadline**”). For the purposes hereof, “substantially complete” shall have the same meaning as “Substantial Completion” as defined in the CMAR Agreement (as defined below).

K. The total estimated cost (including, without limitation, hard construction costs, soft costs, acquisition costs, and costs of issuance) of the DECC Project is approximately \$200,000,000, which costs are more particularly detailed on Exhibit E (*Budget*) hereto (as the same may thereafter be updated from time to time during the DECC Project, in accordance with the terms and conditions of this Agreement, the “**Budget**”).

L. In addition to providing the DECC Pre-Development Funds, to facilitate the DECC Project, the City intends to provide an additional \$23,000,000 (the “**City Cash Funds**”).

M. The current source of the City Cash Funds is proceeds from the City’s issuance of urban renewal bonds or notes to finance a portion of the DECC Project, as authorized by Ordinance No. _____-20_____, passed by City Council on _____, 20____ (the “**Urban Renewal Ordinance**”).

N. In addition to having provided (i) funding for the acquisition and demolition of the former Millennium Hotel, and (ii) \$5,000,000 for pre-development costs associated with the Millennium Site, to facilitate the DECC Project, the County intends to provide an additional \$10,000,000 (the “**County Cash Funds**”).

O. To facilitate a bond issuance by the Port, in a principal amount not to exceed \$370,000,000 (the “**TOT Bonds**”), (i) the City and the County will pledge to the Port and/or the trustee on the TOT Bonds some of the revenues from their respective transient occupancy taxes (the “**TOT Revenues**”); and (ii) subject to appropriation, [and only if necessary,] (a) the City will transfer to the Port City funds in the amount of \$650,000 annually (the “**City Annual Funds**”), and (b) the County will transfer to the Port County funds in the amount of \$650,000 annually (the “**County Annual Funds**”; and together with the City Annual Funds, the “**Annual Funds**”), the terms of all of which will be agreed to by means of a separate cooperative agreement and other ancillary agreements between the City, the County, and the Port, and pursuant to which the Port will make the net TOT Bonds proceeds available to pay for the construction of the DECC Project, as will be determined by such separate agreements.

P. The cooperative agreement and other documents associated with the TOT Bonds with respect to the DECC Project entered into with the Port and Manager or 3CDC to which the City and/or the County are parties are referred to herein as the **"TOT Bond Documents,"** and the TOT Bond Documents, this Agreement, the Pre-Development Agreement, the CMAR Agreement, and such other ancillary documents and instruments executed by Manager or 3CDC and the City and/or County, or executed by Manager or 3CDC in favor of the City and/or County in relation to the DECC Project are referred to herein as the **"Project Documents."**

Q. The City has determined that it is in the best interest of the City to (i) approve MESSER CONSTRUCTION (**"Messer"**) as the construction manager, in partnership with TriVersity Construction and Jostin Construction, for the DECC Project due to the company's experience and reputation for successfully completing projects of this magnitude and complexity; and (ii) permit the construction manager to selectively hire the subcontractors for the DECC Project because of the highly specialized nature of the renovation work that will be performed by the subcontractors, with the understanding that the construction manager will comply with the Inclusion Plan in connection with the DECC Project.

R. The City and the County believe that the DECC Project is in the vital and best interests of the City and the County and the health, safety, and welfare of their residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements, and for this reason the City and the County desire to facilitate the DECC Project by providing the City Cash Funds, the County Cash Funds, and other financial support for the DECC Project as described herein.

S. Execution of this Agreement and the other Project Documents on behalf of the City was authorized by Ordinance No. _____-20____, passed by City Council on ____, 20____ and the Urban Renewal Ordinance.

T. Execution of this Agreement and the other Project Documents on behalf of the County was authorized by that certain Resolution passed by the Board of County Commissioners of Hamilton County, Ohio on ____, 20____.

NOW, THEREFORE, for good and valuable consideration, 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 shall end on the date on which the City and the County have disbursed all of the City Cash Funds and the County Cash Funds to Manager and Manager has fulfilled all of its obligations hereunder, including, without limitation, any reporting requirements.

2. **Construction of the DECC Project.**

(A) **Preparation of Plans and Specifications.** Manager shall prepare plans and specifications for the DECC Project and shall submit the same to the City and the County for review and approval. The approved plans and specifications for the DECC Project, as included in the executed GMP Amendment (as defined below), and as approved by the City and the County in accordance with Exhibit D hereto (including any and all changes thereto reflected on properly-executed change orders, as defined and in accordance with Exhibit D hereto), are referred to herein as the **"Final Plans"**. Manager shall submit any and all proposed changes to the Final Plans to the City and the County for review and approval that Manager is not otherwise permitted to approve without City or County approval pursuant to Exhibit D hereto.

(B) **Obtaining and Approving Construction Bids.** Upon completion of the Final Plans, Manager shall cause Messer to begin selecting contractors and subcontractors for the construction of the improvements reflected in such Final Plans. The final bids for each component of the DECC Project, as approved by Manager, are referred to herein as the **"Final Bids"**. For the avoidance of doubt, the City and the County acknowledge that the DECC Project may be split up into multiple packages and phases, all in accordance with the CMAR Agreement, and, therefore, for the purpose of this Agreement, the Final Plans

and the Final Bids may relate to a specific package and phase. Upon Manager's selection of the bids for the DECC Project, Manager shall submit to the City and the County, for review and approval, an updated Budget for the DECC Project.

(C) Construction. Once Final Plans and Final Bids have been approved in accordance with Sections 2(A) and (B) above, Manager shall proceed with construction of the DECC Project, and provided Manager has obtained all building permits, zoning approvals, and other governmental approvals required for the DECC Project, Manager shall cause Messer to commence on-site construction no later than the Commencement Deadline, and thereafter complete the construction of the DECC Project, as reflected in the respective Final Plans therefor, in compliance with all applicable laws, and substantially in accordance with Exhibit D hereto, no later than the Completion Deadline. Manager shall obtain the City's and the County's approval of any proposed changes to Exhibit D hereto. Notwithstanding the foregoing, upon written request of Manager, the City and the County may, in their sole and absolute discretion, extend the Commencement Deadline and/or the Completion Deadline by up to 6 months by providing written notice to Manager.

(D) Contractors and Subcontractors. Manager shall not solicit, or cause to be solicited, 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 Performance list.

(E) Applicable Laws. Manager shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements applicable to the construction of the improvements. The City makes no representations or other assurances to Manager that Manager will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings & Inspections, Department of Planning & Engagement, Department of Transportation & Engineering, other City departments, City Planning Commission, or City Council that may be required in connection with the DECC Project. Notwithstanding the foregoing, the City will consider assigning permitting staff primarily dedicated to the District to review all permits for construction projects located within the District, including the DECC Project.

(F) Inspection of Work. During construction, the City and the County, and their employees and agents, shall have the right at all reasonable times to inspect the progress of construction. In addition, Manager, at no charge to the City and the County, shall make Messer, its project architect, general contractor, or other representative of Manager reasonably accessible to the City to provide pertinent information about the DECC Project. If the City and the County determine that the DECC Project is not substantially in accordance with the Final Plans or other requirements of this Agreement, is not in compliance with all legal requirements, or is not being performed in a good and workmanlike manner, the City and the County shall have the right to order Manager to correct the nonconforming work or noncompliance by giving Manager written notice thereof.

(G) Mechanics' Liens. Manager shall not permit any mechanic's or other liens to be filed against the Project Site, or the City's or the County's funds, during construction. If a mechanic's lien shall at any time be filed, Manager shall, within 60 days after notice of the filing thereof, cause the same to be discharged of record.

(H) Monthly Reporting During Construction. During construction, Manager shall provide the City and the County with monthly reports describing the status of the DECC Project, including, without limitation, information about whether the DECC Project is on budget and on schedule, an updated report tracking the W/MBE Goals and Aspirational Goals according to the Compliance Plan, a list of newly-hired Consultants (as defined below) and a list of any roles for which Manager anticipates hiring additional Consultants, and containing such additional pertinent information thereto as the City or the County may from time to time reasonably request. Manager shall submit a final report to the City and the County for the month in which the DECC Project is substantially completed.

(I) As-Built Drawings. Following completion of construction of the DECC Project, Manager shall provide the City with "as-built" drawings of the improvements completed as part of the DECC Project.

(J) Diversity, Equity, and Inclusion. Pursuant to the terms of the Pre-Development Agreement, the parties developed an Inclusion Plan to meet the agreed-upon MBE and WBE inclusion goals the parties have agreed are applicable to the District, including the DECC Project. Manager shall follow and enforce the Inclusion Plan, including through following and enforcing the Compliance Plan and submitting the required monthly reports relating thereto, to ensure that Manager, Messer, and all of their respective contractors, subcontractors, and consultants utilize best efforts to achieve the W/MBE Goals of 20% for MBEs and 10% for WBEs, with the additional Aspirational Goals of 5% each for MBEs and WBEs, for collective goals of 25% for MBEs and 15% WBEs.

(K) DECC Dispute Resolution Process. In the event of any disputes between the City and the County on a decision, upon which each the City and the County have approval rights pursuant to this Agreement, that will materially impact construction associated with the DECC Project, the City and the County agree to work in good faith to come to a mutually agreeable resolution. If the City and the County are unable to come to a mutually agreeable resolution within 30 calendar days, then the City and the County shall submit the matter to binding arbitration in accordance with the American Arbitration Association rules and regulations. Notwithstanding the foregoing, the parties hereby acknowledge and agree that any results of such arbitration will not be binding upon the parties if the resolution is determined to be illegal under applicable laws. In the event of any such arbitration, the parties hereby agree that costs associated with such arbitration shall be paid for, on a pro rata basis, out of the City Cash Funds and the County Cash Funds; *provided, however*, that each party shall bear its own attorneys' fees.

3. Financing.

(A) City Cash Funds. Provided that Manager is not in breach of this Agreement, the Pre-Development Agreement, or any of the other Project Documents, the City shall provide to Manager the City Cash Funds, in an amount not to exceed \$23,000,000, which shall be disbursed in accordance with Exhibit E (Disbursement of Funds) hereto.

(B) County Cash Funds. Provided that Manager is not in breach of this Agreement, the Pre-Development Agreement, or any of the other Project Documents, the County shall provide to Manager the County Cash Funds, in an amount not to exceed \$10,000,000, which shall be disbursed in accordance with Exhibit F.

(C) TOT Funds. To facilitate the TOT Bonds in a principal amount not to exceed \$370,000,000, the City and the County shall pledge to the Issuer some of the TOT Revenues, and, if necessary, the Annual Funds, as sources of repayment and security for the TOT Bonds. For the avoidance of doubt, the parties hereby agree and acknowledge that each the City's and the County's transient occupancy tax revenues have been previously committed to other projects (the "**Prior TOT Commitments**"), and that such Prior TOT Commitments will be senior in order of priority of repayment to any TOT Bonds issued pursuant hereto. Additionally, revenues from the City's 1.50% transient occupancy tax levied in 1969 are explicitly excluded from the defined TOT Revenues that the City will make available to facilitate the TOT Bonds.

(D) Permitted Use of Funds. Manager shall use the City Cash Funds and the County Cash Funds solely to pay for costs associated with the DECC Project and other eligible costs associated with the District and approved by the City and the County. The net proceeds of the TOT Bonds shall be used solely to pay for construction costs associated with the DECC Project that are incurred at the Project Site and other eligible costs associated with the District, as more specifically set forth in the TOT Bond Documents.

(E) Development Fee. In addition to the Pre-Development Fee, Manager shall receive a fee of \$2,750,000 for its performance of the services associated with the construction of the DECC Project (the "**Development Fee**"), which shall be paid out of the TOT Bond proceeds and/or City Cash Funds and

County Cash Funds, as follows: (i) \$1,000,000 paid within 30 days from the date of closing on the TOT Bonds, and (ii) the remaining \$1,750,000 (the “**Installment Fee**”), paid in equal monthly installments of \$97,222.22 beginning on July 1, 2024, and continuing until the Installment Fee has been paid in full; *provided, however*, that each monthly installment of the Installment Fee shall be payable only following (i) the submission by Manager to the City and the County of a monthly progress report related to the services associated with the construction of the DECC Project accomplished during the preceding month and (ii) approval by the City and the County in their reasonable discretion that the work on the construction of the DECC Project, if any, has been satisfactorily completed to date. The City and the County shall use best efforts to approve or reject such monthly report within 5 business days of receipt thereof. Manager shall include an invoice for the portion of the Development Fee then due with each draw request.

4. Project Contractors and Consultants.

(A) **CMAR Agreement.** The parties hereto hereby agree and acknowledge that Manager has entered into that certain Agreement dated December 4, 2023, whereby Manager engaged Messer to serve as Construction Manager at Risk as it relates to the DECC Project (the “**CMAR Agreement**”). Notwithstanding anything in the CMAR Agreement to the contrary, Manager hereby agrees to remit to the City any proceeds paid to Manager under or pursuant to the terms of the CMAR Agreement that are intended to inure to the benefit of the owner of the DECC.

(B) **Authority to Hire Consultants.** The City and the County hereby authorize Manager to hire Consultants to serve as subcontractors of Manager, except as otherwise provided herein. Notwithstanding anything herein to the contrary, no attorney or law firm may be retained by Manager for the purpose of serving as legal counsel in connection with this Agreement or Manager's services related hereto without the express prior written approval of the City Solicitor and the County Prosecuting Attorney.

(C) **Manager's Enforcement Obligations.** Manager is not a guarantor or warrantor of performance or workmanship of any Consultants, the Architect, Messer, or any contractor or subcontractors of any of them, or their respective employees or agents with regard to the DECC Project or any work related thereto. However, because Manager is executing the contracts with Messer, the Architect, and Consultants, Manager shall include in each such contract language that requires Messer and the Consultants to indemnify Manager and to secure and maintain insurance as required hereunder, under the CMAR Agreement, or as required under any other Project Document, with the Manager, the City, and the County named as additional insureds. Manager shall enforce its rights under those agreements in the event of any breach and shall ensure that the City and/or the County (as applicable) may also enforce such agreements in the event of any breach. Notwithstanding anything herein to the contrary, neither the City nor the County shall be entitled to terminate this Agreement for the breach of this Agreement for the breach of Messer or a Consultant, so long as Manager is enforcing its rights under the applicable contract(s) and is actively pursuing a solution to the breach to the satisfaction of the City and the County, which may include Manager's finding and retaining an adequate substitute construction manager or Consultant satisfactory to the City and the County, in each such entity's sole and absolute discretion, such approval not to be unreasonably withheld.

5. Plaza Lease. The City and the County hereby agree to work in good faith toward entering into a lease and operating agreement whereby the County will lease the Millennium Site to the City, and the City will operate the Plaza Site in coordination with the operations of the DECC and the remainder of the Project Site and provide other civic and entertainment uses to the general public. The parties anticipate that the lease and operating agreement (the “**Plaza Lease**”) will contain terms substantially in accordance with Exhibit C hereto. For the avoidance of doubt, the actual terms of the Plaza Lease will be finalized in a standalone document separate and apart from this Agreement, and will require additional legislative approvals to effectuate the City's and the County's respective interests in the Millennium Site. The parties anticipate the Plaza Lease will be executed and in place no later than the earlier to occur of (a) the execution of the GMP Amendment and (b) the date of closing on the TOT Bonds.

6. City and County Representatives. The City shall act by and through the City Manager or her authorized designee (“**City's Representative**”) and the County shall act by and through the County

Administrator or his authorized representative ("**County's Representative**"), and Manager, the City, and the County shall each be entitled to deal with the City's Representative and the County's Representative as agents fully authorized and empowered by the City and the County, respectively, to perform the duties and functions set forth herein and to bind the City and the County as to the matters provided for herein (to the extent permitted by applicable law); *provided, however*, that each such request for approval or direction by Manager (i) of the City must be in writing, and each such approval or direction by the City's Representative must be in writing to bind the City; and (ii) of the County must be in writing, and each such approval or direction by the County's Representative must be in writing to bind the County. For the avoidance of doubt, Manager, the City, and the County shall each be entitled to reasonably rely on the aforementioned written approval(s) or direction(s) of the City's Representative on behalf of the City and the County's Representative on behalf of the County. Manager shall meet with the City's Representative and the County's Representative regularly to provide progress reports on the Project. Any decision requiring the expenditure of funds of either the City or the County in excess of the existing authority of the City Manager or the County Administrator, respectively, shall be subject to the approval of the applicable legislative authority. Meetings between Manager, the City's Representative, and the County's Representative will take place at least once per month at a mutually agreed upon time and location. To the extent feasible, the City's Representative and the County's Representative will be responsive and cooperative during the Term and will provide timely feedback, including endeavoring to respond within 3 business days of a written request by Manager.

7. Insurance; Indemnity.

(A) Insurance During Construction. Until such time as all construction work associated with the DECC Project has been completed or, if later, any insurance obligations required pursuant to the CMAR Agreement expire, Manager 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 and the County as additional insured with respect to the DECC Project, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by the Port, (iv) professional liability insurance for its legal liability arising out of the performance of the services related to the construction of the DECC Project, which insurance shall be in the minimum limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate, with a maximum deductible not to exceed \$50,000 for each occurrence, naming the City and the County as additional insured, and (v) such other insurance coverage as may be deemed reasonably necessary by the City from time to time. Manager's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Prior to commencement of construction of the DECC Project, Manager shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Manager shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

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

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City and the County to enter into this Agreement, Manager shall defend, indemnify, and

hold the City and the County, and their respective officers, council members, commissioners, 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 Manager, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of Manager in connection with the DECC Project. Notwithstanding the foregoing, if (1) Manager has not engaged in intentional, reckless, fraudulent, or criminal behavior in its performance of the services that Manager is providing to the City and the County pursuant to this Agreement, (2) Manager provides and maintains in force insurance required by the terms of this Agreement and contractually obligates Messer or any other of its contractors or subcontractors to maintain in force the insurance required by the terms of the CMAR Agreement, as approved by the City and County, (3) the insurers have paid or have agreed to pay out those amounts they are required to pay pursuant to such policies, and (4) the denial of a claim or the failure to pay a claim is not caused by the action nor inaction of Manager, including, without limitation, through the failure of Manager to provide timely notice of a claim or to exhaust all appeal rights in response to the denial of a claim or to enforce its agreement(s) with Messer or another contractor to do the same, then Manager's obligation to indemnify and save the City and the County harmless shall be limited to the sum of (x) the insurance proceeds actually paid to Manager by the insurers and (y) any additional amounts Manager may recover from Messer or other contractors and subcontractors hired or engaged pursuant to this Agreement, the CMAR Agreement, or any other Project Documents. For purposes of this calculation, deductibles or retention amounts for which Manager, Messer, or any contractors or subcontractors of either are responsible under this Agreement, the CMAR Agreement, or any applicable insurance policy and any amounts that would have been covered by the required policies but for the action or inaction of Manager, Messer, or the contractors or subcontractors of either, are to be included. *Provided, however*, Manager shall have no obligation to defend, indemnify, and hold the Indemnified Parties harmless in the event such Claims are caused by the negligence or willful misconduct of the Indemnified Parties. Manager's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto. For the avoidance of doubt, the limitation of Manager's indemnification obligations hereunder is not intended as a waiver of any claims the City or the County may have against Messer, Consultants, other contractors or subcontractors, or any other responsible parties, or their insurers for further recovery. Nothing herein shall be construed as an indemnification of Manager by either the City or the County.

8. Default; Remedies.

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

(i) The dissolution of Manager, or the filing of any bankruptcy or insolvency proceedings by or against Manager, the appointment of a receiver (temporary or permanent) for Manager, the attachment of, levy upon, or seizure by legal process of any property of Manager, or the insolvency of Manager; or

(ii) The failure of Manager to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document and failure by Manager to correct such default or failure within 60 days after Manager's receipt of written notice thereof from the City or the County; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 60 days, Manager shall not be in default so long as Manager commences to cure the default within such 60-day period and thereafter diligently completes such cure within 90 days after Manager's receipt of the initial notice of default. Notwithstanding the foregoing, if Manager's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as reasonably determined by the City and the County, an event of default shall be deemed to have occurred if Manager fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default by Manager under this Agreement, (i) the City shall be entitled to terminate this Agreement by giving written notice to Manager and

the County specifying the effective date of the termination; (ii) take such actions in the way of "self-help" as the City and the County determine to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Manager; and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Manager 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 Manager under this Agreement. The failure of the City and the County to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other agreement to which Manager and the City and/or the County are parties relating to the DECC Project shall not constitute a waiver of the breach of such covenant or of such remedy.

9. Termination.

(A) Termination by City Prior to Execution of GMP Amendment or Closing on TOT Bonds.

During the Term, the City may terminate this Agreement at any time for any reason upon 45 days' written notice to Manager and the County. In the event of termination of this Agreement, Manager shall be paid any costs incurred by Manager for completed work associated with the DECC Project, subject to the satisfaction of the City, in the City Manager's sole and absolute discretion, through the termination date of this Agreement. The termination rights of the City under this paragraph shall automatically terminate upon the earlier to occur of (i) execution of a GMP Amendment and (ii) the closing of the TOT Bonds, at least as to the City's commitment to provide the City Cash Funds and its portion of the TOT Revenues. Notwithstanding the foregoing, nothing herein shall limit the City's right to terminate this Agreement as it relates to the engagement of Manager to perform services associated with construction of the DECC Project.

(B) Withdrawal by County Prior to Execution of GMP Amendment or Closing on TOT Bonds. During the Term, the County may withdraw from further participation in this Agreement at any time for any reason upon 30 days' written notice to Manager and the City. The withdrawal rights of the County under this paragraph shall automatically terminate upon the earlier to occur of (i) execution of a GMP Amendment and (ii) the closing of the TOT Bonds, at least as to the County's commitment to provide the County Cash Funds and its portion of the TOT Revenues. For the avoidance of doubt, this Agreement shall not be terminated as to Manager's and the City's respective rights and obligations in the event of a withdrawal of the County's participation from this Agreement.

(C) Notice to Messer, Consultants, Contractors, and Subcontractors. In the event this Agreement is terminated pursuant to Section 8(B)(ii) above or Section 9(A) above, then Manager shall deliver notice to Messer, the architect, and all other consultants, contractors, and subcontractors of Manager or Messer, that all work associated with the DECC Project must cease at the effective date of such termination, as determined pursuant to the applicable paragraph hereof, and Manager shall have no obligation to provide services related to the DECC Project pursuant to this Agreement following the effective date of such termination. Notwithstanding the foregoing, nothing in this Agreement shall prevent the City from assuming Manager's rights and obligations as Owner under the CMAR Agreement, provided that the City delivers proper notice to Manager and Messer of its intent to assume such rights and obligations.

10. Notices. All notices required to be given by the parties hereunder shall be deemed given if in writing and personally delivered, delivered via electronic mail, 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 such parties may designate by notice to the other parties given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To Manager:
3CDC Development Manager LLC
1203 Walnut Street, 4th Floor
Cincinnati, Ohio 45202

Attn: Steve Leeper, CEO, and
Caitlin Felvus, Legal Director
sleeper@3CDC.org and cfelvus@3CDC.org

To the City:
City Manager's Office
City of Cincinnati
801 Plum Street, Suite 104
Cincinnati, Ohio 45202
Attn: William Weber, Assistant City Manager
William.Weber@cincinnati-oh.gov

To the County:
Office of the County Administrator
138 E. Court Street, Room 603
Cincinnati, Ohio 45202
Attn: Jeff Aluotto, County Administrator
Jeff.Aluotto@hamilton-co.org

with a copy to:
Solicitor's Office
City of Cincinnati
801 Plum Street, Suite 214
Cincinnati, Ohio 45202
Attn: Emily Smart Woerner, City Solicitor
Emily.Woerner@cincinnati-oh.gov

with a copy to:
Hamilton County Prosecuting Attorney
230 E. Ninth Street, Suite 4000
Cincinnati, Ohio 45202
Attn: Roger E. Friedmann, Assistant
Prosecuting Attorney
Roger.Friedmann@hcpros.org

11. Representations, Warranties, and Covenants of Manager. Manager makes the following representations, warranties, and covenants to induce the City and the County to enter into this Agreement:

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

(B) Manager 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 Manager and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Manager.

(C) The execution, delivery, and performance by Manager 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 Manager, or any mortgage, indenture, contract, agreement, or other undertaking to which Manager is a party or which purports to be binding upon Manager or upon any of its assets, nor is Manager in violation or default of any of the foregoing.

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

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

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

(G) Pursuant to Section 301-20 of the Cincinnati Municipal Code, neither Manager 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.

12. Reporting Requirements.

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

(B) City's and County's Right to Inspect and Audit. During construction of the DECC Project and for a period of 3 years after completion of construction, Manager shall permit the City and the County and their designees and auditors to have full access to and to inspect and audit Manager's Records and Reports relating to the DECC Project. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Manager to the City and the County, Manager shall reimburse the City and the County for their respective out-of-pocket costs associated with such inspection or audit.

13. General Provisions.

(A) Assignment; Change of Control.

(i) Assignment. Manager shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City and the County; *provided that* the City and the County will not unreasonably withhold its consent to the assignment by Manager to an entity wholly owned or controlled by 3CDC.

(ii) Change of Control. Manager shall not permit a Change of Control (as defined below) without the prior written consent of the City and the County, which shall not be unreasonably withheld or delayed. As used herein, "**Change of Control**" means a change in the ownership of Manager such that 3CDC has less than a 51% direct or indirect voting interest in Manager and lacks the power to direct or cause the direction of the management and policies of Manager, whether through the ownership of ownership interests in Manager, by contract, or otherwise.

(B) Entire Agreement; Conflicting Provisions. This Agreement, together with the other Project Documents, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other Project Documents, the provisions of such other Project Documents shall control.

(C) Ownership of Property. Manager agrees that, at the expiration or termination of this Agreement, all finished and unfinished documents, data, studies, memoranda, plans, maps, drawings, renderings, designs, specifications, scopes of work, bid packets, working papers, reports, and other documents or information prepared or produced by Manager, Messer, any consultants hired by Manager or Messer, and any other contractors or subcontractors in connection with the DECC Project (the "**Services**")

Documents”) shall become the property of the City, and Manager shall promptly deliver such items to the City. Manager shall ensure that its contracts with Messer, the Architect, and all such consultants, contractors, and subcontractors retained by Manager, Messer, or the Architect to perform work under this Agreement include clear and unambiguous provisions regarding the City’s sole and exclusive ownership of the Services Documents and that any interest Manager, Messer, or the Architect may have in those documents is freely transferable to the City. Manager may retain copies for its records. Upon the County’s request, Manager shall make copies of the Services Documents available to the County for review.

(D) Amendments and Waivers. The provisions of this Agreement may be amended, waived, or otherwise modified only by a written agreement signed by all parties.

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

(F) 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.

(G) 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.

(H) 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.

(I) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder’s Office.

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

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

(L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City or the County 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 or the County in other than his or her official capacity.

(M) Applicable Laws. Manager shall obtain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements in connection with the matters contemplated by this Agreement, including any of the laws and regulations described on Exhibit G (Additional Requirements) hereto which are applicable to the DECC Project.

(N) Contingency for Legislative Authorization. Notwithstanding anything to the contrary in this Agreement, (i) the City shall not be in breach of this Agreement and shall not be required to provide its portion of the TOT Revenues if for any reason City Council does not pass any and all necessary legislation for the DECC Project, including, without limitation, the ordinance(s) authorizing the TOT Bond Documents; and (ii) the County shall not be in breach of this Agreement and shall not be required to provide its portion of the TOT Revenues if for any reason the Board of County Commissioners of Hamilton County, Ohio, does

not pass any and all necessary legislation for the DECC Project, including, without limitation, legislation authorizing the TOT Bond Documents. In the event the necessary legislative authorizations are not obtained, the City or the County may terminate this Agreement by giving written notice thereof to the other parties, whereupon the parties shall thereafter have no rights or obligations under this Agreement. The City's and the County's right to terminate this Agreement pursuant to this Section 10(N) shall automatically terminate at such time as City Council and the Board of County Commissioners of Hamilton County, Ohio, have passed all necessary legislation for the DECC Project.

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

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

Exhibit A - Site Plan

Exhibit B-1 - Legal Description – DECC

Exhibit B-2 - Legal Description – Elm Street

Exhibit B-3 - Legal Description – Millennium Site

Exhibit B-4 - Legal Description – Convention Way Property

Exhibit C - Plaza Lease Terms

Exhibit D - Statement of Work

Exhibit E - Budget

Exhibit F - Disbursement of Funds

Exhibit G - Additional Requirements

[signature page(s) follow]

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

3CDC DEVELOPMENT MANAGER LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2024

CITY OF CINCINNATI,
an Ohio limited liability company

By: _____
Sheryl M.M. Long
City Manager

Date: _____, 2024

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO,
an Ohio political subdivision

By: _____
Jeff Aluotto
County Administrator

Date: _____, 2024

Approved as to Form:

Assistant Prosecuting Attorney

Exhibit A

Site Plan



Blue: DECC

Green: Former City ROW

Red: Convention Way Property

Purple: Millennium Site

Exhibit B-1

Legal Description – DECC

Parcel 1:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set CN at the intersection of the West line of Elm Street and the North line of Fifth Street, measure with said Fifth Street South 80°20'59" West, 211.43 feet to a set CN; thence South 80°04'02" West, 182.42 feet to a set CN; thence South 80°04'37" West, 172.33 feet to a set CN; thence North 09°55'23" West, 1.62 feet to a set PK nail; thence South 80°17'59" West, 271.33 feet to a set CN at the intersection of said Fifth Street and the East line of Central Avenue; thence with said Central Avenue North 09°47'31" West, 432.61 feet to a set PK nail at the intersection of said Central Avenue and the South line of Sixth Street; thence with said Sixth Street North 80°04'37" East, 419.61 feet to a point; thence North 79°48'15" East, 189.99 feet to a point; thence North 80°04'02" East, 226.90 feet to a Set PK nail in the West line of said Elm Street; thence with said Elm Street South 09°55'31" East, 437.21 feet to the Place of Beginning. Containing 364,147 square feet of land more or less (8.360 acres). Bearings are based on Ohio State Plane Coordinate System.

Parcel 2:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the East line of Central Avenue. and the South line of Sixth Street, measure with said Sixth Street North 80°04'37" East, 210.28 feet to a set CN; thence South 09°55'23" East, 7.14 feet to a set CN; thence South 80°24'59" West, 210.29 feet to a set PK in said East line of Central Avenue; thence North 09°47'31" West; 5.89 feet to the Place of Beginning. Containing 1,370 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 3:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Sixth Street South 80°04'02" West, 226.90 feet to a set CN being the Place of Beginning; thence South 09°55'58" East, 10.41 feet to a set CN; thence South

80°24'59" West, 190.00 feet to a set CN; thence North 09°55'23" West, 8.38 feet to a set PK in said South line of Sixth Street; thence North 79°48'15" East; 189.99 feet to the Place of Beginning. Containing 1,785 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 4:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Elm Street South 09°55'31" East, 11.79 feet to a set CN; thence South 80°24'59" West, 42.89 feet to a point; thence North 09°55'58" West, 11.53 feet to a set CN in said South line of Sixth Street; thence North 80°04'02" East; 42.90 feet to the Place of Beginning. Containing 500 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Exhibit B-2

Legal Description – Elm Street

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B-3

Legal Description – Millennium Site

The Millennium Site consists of Hamilton County Auditor's Parcel Nos. 145-0002-0437-00 and 145-0002-0340-00.

[LEGAL DESCRIPTION(S) TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B-4

Legal Description – Convention Way Property

The Convention Way Property consists of (i) existing right-of-way that is current a paper street known as Convention Way and (ii) Hamilton County Auditor's Parcel Nos. 145-0002-0304-90, 145-0002-0318-90, 145-0002-0320-90, 145-0002-0321-90, 145-0002-0322-90, 145-0002-0323-90, 145-0002-0325-90, 145-0002-0327-90, 145-0002-0336-90, 145-0002-0338-90, 145-0002-0339-90, and 145-0002-0355-90.

[LEGAL DESCRIPTION(S) TO BE ATTACHED TO EXECUTION VERSION]

Exhibit C

Plaza Lease Terms

THIS EXHIBIT IS NON-BINDING AND IS INCLUDED ONLY FOR THE PURPOSES OF INDICATING THE TERMS EXPECTED TO BE A PART OF ONE OR MORE SUBSEQUENT AGREEMENTS BETWEEN THE CITY AND THE COUNTY.

Lease and Permitted Uses

The County agrees to lease to the City the Millennium Site for the purpose of operating, with the inclusion of the Convention Way Property, a cohesive Plaza Site that will support the operations of the DECC and provide other civic and entertainment uses to the general public. The first priority use of the Plaza Site is for the benefit of the DECC and its events and clients. Other uses of the Plaza Site will be secondary.

County-Organized Events at DECC or Plaza Site

The City agrees to grant the County access to the DECC and Plaza Site under the same rights that it maintains for hosting events at those locations. For clarity, the County agrees that any out-of-pocket expenses related to any such event shall be covered by the County.

County Recognition Signage

The City agrees that the County shall be recognized prominently on public signage on the Plaza Site.

Third Party Management

The City shall have the right to enter into agreement(s) with one or more third parties to manage and program the Plaza Site. The County Administrator shall have the right to approve the manager of the Plaza Site and the initial form of the management agreement; however, so long as the City does not change the entity responsible for managing the Plaza Site, then the City shall have the right to extend the term of the management agreement(s) without additional County approval. The County acknowledges that the City utilizes a third-party manager for the DECC and that the management of the Plaza Site is intended to involve both the City's third-party DECC manager as well as Cincinnati Center City Development Corporation or related subsidiary. The agreement or agreements for management of the Plaza Site shall include at minimum the following terms:

1. Scope of Services:

- a. Promotion and Marketing of Plaza
- b. Coordination and Support of Convention Center-hosted Events
- c. Event Coordination, Permitting, and Oversight
- d. Programming and Activation of the Plaza Site
- e. Security
- f. Landscaping
- g. Maintenance, Care, and Cleaning of the Plaza Site
- h. Capital Repairs and Improvements
- i. Revenue Generation, Fundraising, and Sponsorship

2. Annual Reporting on the Plaza Site

Annual reporting to the City and the County shall be required and include, at minimum, the following information:

- a. **Annual Operating Budget** – Detailing expected revenues and expenditures for the coming year of the Plaza Site. The City and the County shall have approval rights of the annual operating budget. In the event of disagreement, the City's determination shall control.

- b. **Prior Year Financial Report** – Detailing revenues, including sponsorship revenue, and expenditures for the previous year and any reserves or cash-on-hand at the end of the year.
 - c. **Inspection Report** – Detailing the condition of the physical conditions of improvements on the Plaza Site.
 - d. **Attendance Report** – Detailing the estimated number and attendance at events on the Plaza Site during the last year—including details as to events directly related to events hosted at the DECC and also those events that were for more general civic, entertainment, or other purposes.
 - e. **Financial Statements** – Audited financial statements will be provided.
3. **Amendments** - City shall have the right to approve amendments to the management agreement(s) without further County consent so long as such amendments do not materially negatively impact the County's rights delineated above.

Costs and Revenue

The City shall be responsible for any and all costs and expenses related to the Plaza Site, including, but not limited to, programming and maintenance. However, the County shall be responsible for paying all property taxes of the Millennium Site, if applicable and not exempted. The City shall be responsible for any special assessments on both the Millennium Site and the Convention Way Property.

Any revenue generated from operations on the Plaza Site shall be utilized to support the operations of the DECC, including the Plaza Site. The City and the County agree that any revenue generated from use of the Plaza Site by an event hosted by the DECC shall be attributed to DECC operations. Remaining revenue generated by the Plaza Site shall be allocated to Plaza Site operations and separately accounted for by the manager of the Plaza Site.

Maintenance and Repair

The City shall appropriately fund all cleaning, maintenance, and repairs to ensure the Plaza Site is clean, well maintained, in good repair, and safe for use.

Capital Improvements

The City may from time to time undertake capital improvements to the Plaza Site to modernize and update the physical improvements located on it. The County shall have approval rights, not to be unreasonably withheld, to any capital improvement projects in excess of \$1 million in project cost. In the event of disagreement, the City's determination shall control, unless the County is being asked to fund the proposed capital improvements.

Naming Rights

The County shall have the right to review and approve for any naming rights agreements for the Plaza Site, which approval shall not be unreasonably withheld.

Rent

The City shall pay the County annual rent of \$1/year for the term of the Plaza Lease.

Term

Effective upon execution, the Plaza Lease shall have a term of 40 years, with two 30-year options to extend upon mutual agreement between the City and the County.

Termination

Following a default by the City on the Plaza Lease, the County may terminate the Plaza Lease; however, the Plaza Lease shall include notice and an opportunity for the City to cure any default before such a default will trigger termination. The City and the County may also terminate by mutual agreement.

Rights to Purchase

The City and the County will work to negotiate mutually agreeable terms that will delineate how and under what conditions the City has the right to purchase the Millennium Site to support a future expansion of the DECC. Such terms are intended to be included in the Plaza Lease. If the City and the County cannot come to terms on a purchase option to support expansion, the financial terms contained in this Exhibit C may be re-negotiated.

Exhibit D

Statement of Work

1. Final Plans. Manager shall:

- a. Submit plans and specifications to the City and the County and secure approval of Final Plans.
- b. Obtain preliminary estimates of the cost of work or the cost of program requirements using area, volume, or similar cost estimating techniques, including cost evaluations of alternative materials and systems suggested by the architect or Messer and share the same estimates with the City.

2. Contracting. Manager shall:

- a. Negotiate all necessary contracts and subcontracts, including the guaranteed maximum price amendment to the CMAR Agreement (the "**GMP Amendment**"), for the DECC Project and submit the same for the City's review and approval. Manager shall not accept a GMP Amendment without the City's prior written approval. The GMP Amendment shall include a financing contingency in the event the parties do not close on the TOT Bonds by [December 31, 2024].
- b. The CMAR Agreement includes the development and implementation processes needed to maximize the participation of MBE and WBE certified firms on the DECC Project in accordance with the City's and County's requirements. Manager shall monitor such MBE and WBE participation on City's and County's behalf during the DECC Project.
- c. Choose the products and materials necessary to equip and furnish the DECC and complete the DECC Project in a manner that satisfies all requirements of the Final Plans.
- d. Investigate and recommend a schedule for purchase of all materials and equipment requiring long lead time procurement, coordinate the schedule with the architect and expedite and coordinate delivery of such purchases.
- e. Submit the final Contractor Controlled Insurance Program ("**CCIP**") for the City's review and approval. Manager shall not accept a CCIP without the City's prior written approval.

3. Oversight during Construction. Manager shall:

- a. Cause the DECC Project to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:
 - i. the Final Plans as they may be amended by the agreement of the parties hereto; and
 - ii. any and all obligations of the City and the County under the governing finance documents.
- b. Coordinate the work of the architect to complete the DECC Project in accordance with the objectives as to cost, time, and quality, and provide sufficient personnel at the Project Site with authority to achieve such objectives.
- c. Ensure that the DECC Project is completed free and clear of all mechanics' and materialmen's liens and in compliance with all applicable laws, regulations, and programs including, without limitation, applicable living wage and prevailing wage laws and requirements.
- d. Provide to the City and the County, and periodically update, a building construction time schedule which coordinates and integrates the architect's services with construction schedules.
- e. Provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the City and the County adjustments in the schedule to meet the probable completion date, provide summary of such monitoring within the quarterly reports required pursuant to this Agreement, and document all changes in the schedule.

- f. When requirements of subcontracts are not being fulfilled, take action pursuant to Manager's agreements with subcontractors and recommend other courses of action to the City and the County, as applicable and necessary.
- g. Revise and refine the approved estimate of DECC Project costs, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.
- h. Provide regular monitoring of the approved estimate of DECC Project costs, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the City and the County whenever projected costs exceed budgets or estimates.
- i. Develop and implement a procedure for the review and processing of applications by the contractors and subcontractors for progress and final payments.
- j. In collaboration with the architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples.
- k. Record the progress of the DECC Project and submit written progress reports to the City, the County, and the architect, including the percentage of completion and the number and amounts of change orders (as defined below).
- l. Cause to be performed in a diligent and efficient manner the following:
 - i. Redevelopment of the Project Site and completion of the DECC project, including any required off-site work;
 - ii. General administration and supervision of the DECC Project, including, without limitation, activities of the architect, Messer, contractors, subcontractors, consultants, and their employees and agents, and others employed as to the DECC Project in a manner which complies in all respects with the Final Plans.
 - iii. Manager shall hold regularly scheduled progress meetings. Minutes of all such meetings shall be taken by the architect, Messer, or any subcontractors or consultants, and copies of the same shall be furnished on a timely basis to the City and the County.
 - iv. Manager shall hold quarterly meetings in coordination with the submission of quarterly reports with the City and the County during the DECC Project. During the quarterly meetings the Manager will review the quarterly report, including, without limitation, issues involving the DECC Project scope, schedule, Budget, or construction.
 - v. Manager shall inspect the work in progress weekly during construction. Manager shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work but will, on the basis of the site visits, keep the City and the County informed about the progress and quality of the portion of the work completed.
 - vi. Manager shall issue all instructions to the design team, any consultants, the architect, Messer, contractors, and any subcontractors for and on behalf of the City and the County, and shall be responsible for all communications from the City and the County to any consultants, the architect, Messer, and any contractors or subcontractors.
 - vii. Manager shall act as interpreter of the requirements of all documents related to the construction of the DECC Project and as judge of performance thereunder by the parties thereto and shall make recommendations to the City and the County as to any claim of the design team, any consultants, the architect, contractors, and any subcontractors relating to execution and progress of work on the DECC Project, or any other matter or question relating thereto. Manager shall not be liable for results of any such interpretation, decision, or recommendation rendered by Manager in good faith, and without negligence or willful misconduct on its part.
 - viii. Manager shall review and approve on behalf of the City and the County all change orders and requests for additional compensation from the DECC Project participants (collectively referred to in this paragraph as "**change orders**"). Manager shall have authority on the City's and the County's behalf to issue or approve change orders without the City's and the County's approval during

execution of the DECC Project so long as (a) the projected costs of the DECC Project, after taking into account all such change orders, do not exceed the total Budget, (b) the general character and appearance of the DECC Project are not materially affected by such change orders, and (c) the cost of the change order does not exceed \$150,000. In the event a change order does not meet conditions (a)-(c) above, then Manager shall obtain the City's and County's prior written approval prior to approving any such change order.

4. Administration. Manager shall:

- a. Keep, or cause to be kept, accounts and cost records as to the DECC Project.
- b. Maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions.
- c. Make available to the City and the County, during normal business hours and upon the City's or the County's written request, copies of all contracts and subcontracts.
- d. Provide general DECC Project financial and accounting services for the City and the County during the DECC Project including (i) accounting and financial oversight and reporting; (ii) periodic accounting reconciliations (daily, monthly, quarterly, or yearly, as needed); (iii) year-end tax statements and reporting, as needed; (iv) payroll and invoice entry and processing; (v) monthly departmental reports to the City and the County; (vi) maintenance of vendor information and records; (vii) coordination and preparation of an annual DECC Project development budget; (viii) coordination of the annual audit with the City and the County and the City's and the County's independent audit firms; (ix) pledges receivables tracking; (x) quarterly Ohio lobby reporting; and (xi) other similar services as may be agreed to by the City, the County, and Manager.

5. Project Close-out. Manager shall:

- a. Obtain an architect's certificate that the work on the DECC Project is substantially complete, and inspect Messer's work, which work must be completed to the satisfaction of the City, in the City's sole and absolute discretion.
- b. Deliver to the City and the County a dimensioned as-built survey of the real property and as-built drawings of the DECC Project construction.
- c. Coordinate the DECC Project close out, including required governmental inspections. Obtain a certificate of occupancy and any other permits, approvals, licenses, and other documents required for the beneficial occupancy of the DECC and the broader Project Site, and deliver all documents to the City. Manage execution and delivery of all close out documentation, manuals, warranties, training, and maintenance agreements.

Exhibit E

Budget

USES	
Hard Costs	
Construction Cost	159,055,242
FF&E	6,450,000
Subtotal Hard Costs	165,505,242
Soft Costs	
Architecture/Engineering	15,905,224
Insurance	830,000
Utilities	1,350,000
Construction Testing	150,000
Construction Inspections	100,000
Professional Fees	965,670
Title & Recording Fees	530,000
Legal Fees	290,044
Marketing & Signage	35,000
Interest	10,000
Contingency	10,500,000
Developer Fee	3,828,820
Subtotal Soft Costs	34,494,758
TOTAL USES	200,000,000
SOURCES	
City of Cincinnati (previously approved)	7,000,000
City of Cincinnati	23,000,000
Hamilton County	15,000,000
Bond Proceeds	155,000,000
TOTAL SOURCES	200,000,000

From time to time during the course of the Project, the parties anticipate that the Budget will need to be updated. In accordance with the terms of this Agreement, Manager shall submit to the City's Representative and the County's Representative any proposed updates to the Budget in writing for their review and approval, which approval will be provided in the City's and County's sole and absolute discretion.

Exhibit F

Disbursement of Funds

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

(i) Manager has provided the City and the County with evidence of insurance required under this Agreement;

(ii) Manager has provided the City and the County with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work, if any, with respect to which the City Cash Funds and County Cash Funds are being requested;

(iii) Construction of the DECC Project, to the extent it has commenced, is proceeding in accordance with the Final Plans, Budget, and construction schedule;

(iv) Manager has provided the City and the County with such other documents, reports and information relating to the DECC Project (a) as required by this Agreement or (b) as the City or the County has reasonably requested; and

(v) No events of default by Manager or circumstances which would, by provision of notice, the passage of time, or otherwise, constitute events of default, have occurred and are continuing under this Agreement, the Pre-Development Agreement, or any other Project Document.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the City Cash Funds and the County Cash Funds (collectively, the City Cash Funds and the County Cash Funds are hereinafter referred to as the "**Funds**" for the purposes of this Exhibit E) shall have been satisfied, the City and the County shall disburse the Funds to Developer. The City shall disburse the City Cash Funds and the County shall disburse the County Cash Funds, and they shall be disbursed pro-rata (i.e., the City Cash Funds and the County Cash Funds shall be disbursed simultaneously on a pro-rata basis). For the avoidance of doubt, nothing herein shall be construed to require the City or the County to disburse the City Cash Funds or the County Cash Funds on an advance basis. Manager shall not be entitled to a disbursement of the Funds to pay for costs incurred prior to June 1, 2023. Manager shall request and use the Funds solely for the purposes permitted under this Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of the Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City and the County. Manager may not request a disbursement of the Funds for any expenditure that is not itemized on or contemplated by the Budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the Budget; however, Manager may request, in writing, that funds be transferred between line items, with the City's and the County's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in the request for payment.

(C) Draw Procedure.

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

(ii) Documentation. Each disbursement request shall include the following:

(a) For non-construction costs shown on the approved Budget, Manager shall submit a draw request form provided by the City and the County along with such other documentation or information requested by the City and the County relevant to the requested disbursement.

(b) For construction costs shown on the approved Budget, Manager shall submit a draw request form provided by the City and the County, with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City and the County, (ii) sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors, and materialmen with contracts for \$25,000 or more covering all work, labor, and materials for the work through the date of the disbursement and establishing that all such work, labor, and materials have been paid for in full, (iii) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (iv) such other documentation or information requested by the City that a prudent construction lender might request. To the extent Messer and/or Manager collects any affidavits or lien waivers pursuant to this Agreement and/or the CMAR Agreement that are signed, fully-executed originals, then those signed, fully-executed originals shall be delivered to the City upon completion of construction as provided for herein.

(D) Estoppel Certification. A request for the disbursement of the Funds shall, unless otherwise indicated in writing at the time Manager makes such request, be deemed as a representation and certification by the requestor that (i) all work done and materials supplied to date are in accordance with the approved plans and specifications and in strict compliance with all legal requirements as of the date of the request, (ii) the construction is being completed in accordance with the approved Budget and construction schedule, and (iii) the requestor, the City, and the County have complied with all of their respective obligations under this Agreement. If Manager alleges that the City or the County has been or is then in default under this Agreement at the time either makes such request, and if the City and/or the County disputes such allegation, the City and the County shall not be obligated to make or authorize such disbursement(s) until the alleged default has been resolved.

Exhibit G

Additional Requirements

Manager and Messer 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. Manager 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 DECC Project, Manager, or Manager's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) the City and the County and their respective legal departments are not providing legal counsel to or creating attorney-client relationships with Manager 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 DECC Project, Manager, or its contractors and subcontractors. Because this Agreement requires that Manager 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 this Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Manager, even where such obligations are not imposed on Manager 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 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) Reserved.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati Ordinance No. 130-2002, this requirement is limited to transactions in which Manager receives City funds or other assistance (including, without limitation, the City's construction of public improvements to specifically benefit the DECC Project, or the City's sale of real property to Manager 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 Manager receives City funds or other assistance, Manager and its general contractor, prior to the commencement of construction of the DECC 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 Manager or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the DECC Project, and minority, female, and locally-owned contractors, and suppliers potentially involved with the construction of the DECC Project. At this meeting, Manager 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 DECC Project. Not later than 10 days following Manager's and/or its general contractor's meet and confer activity, Manager

shall provide to the City, in writing, a summary of Manager 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 ("CMC") Chapter 321. CMC 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 DECC Project, Manager is required to ensure that all contracts and subcontracts for the DECC 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 DECC Project receives \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the DECC 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 Manager 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 Manager; 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 14 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 DECC Project involves the displacement of tenants, Manager 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 CMC Chapter 740 or otherwise, Manager 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) Reserved.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the CMC (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. CMC Chapter 325 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 CMC (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Manager shall comply, and shall cause all contractors working on the DECC Project to comply, with all any prevailing wage requirements that may be applicable to the DECC 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, Manager shall make such payments or reimburse the City for such payments within 20 days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Manager 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 CMC, which provides for a "Prompt Payment System", may apply to this Agreement. CMC 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 Section 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 DECC Project may have any personal financial interest, direct or indirect, in Manager or in the DECC Project, and Manager 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, Manager and its general contractor shall use its best efforts to post available employment opportunities with Manager, the general contractor's organization, or the organization of any subcontractor working with Manager 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 CMC (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. CMC 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 CMC. 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 CMC) 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 CMC, 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 CMC, 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 CMC, 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 CMC, 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 CMC 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 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 DECC Project shall comply with the ADA, and (B) if (i) any building(s) within the DECC 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 Manager 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 DECC 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. Manager represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the DECC Project, Manager shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Manager or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Manager 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. Manager 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 Manager 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.

Contract No: _____

DEVELOPMENT AGREEMENT

among the

CITY OF CINCINNATI,
an Ohio municipal corporation

BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO,
an Ohio political subdivision

and

3CDC DEVELOPMENT MANAGER LLC,
an Ohio limited liability company

Project Name: Duke Energy Convention Center Renovation and Expansion

Dated: _____, 2024

DEVELOPMENT AGREEMENT

(Duke Energy Convention Center Renovation and Expansion)

This Development Agreement (this “**Agreement**”) is made and entered into effective as of the Effective Date (as defined on the signature page hereof) among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”); the **BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO**, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio, 138 E. Court Street, Room 603, Cincinnati, Ohio 45202 (the “**County**”); and **3CDC DEVELOPMENT MANAGER LLC**, an Ohio limited liability company, 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Manager**”), a wholly owned subsidiary of Cincinnati Center City Development Corporation, an Ohio nonprofit corporation (“**3CDC**”).

Recitals:

A. The City owns the Duke Energy Convention Center located at 525 Elm Street, generally bounded by Elm Street, 5th Street, 6th Street, and Central Avenue in the Central Business District of Cincinnati, as depicted on Exhibit A (Site Plan) hereto and more particularly described on Exhibit B-1 (Legal Description – DECC) hereto (the “**DECC**”).

B. The City currently anticipates vacating that portion of Elm Street right-of-way between 6th Street and 5th Street, as depicted on Exhibit A and more particularly described on Exhibit B-2 (Legal Description – Elm Street) hereto (the “**Former City ROW**”), for potential consolidation with the DECC or to be owned as a standalone parcel by the City.

C. The Port of Greater Cincinnati Development Authority (the “**Port**”) currently owns certain real property where the former Millennium Hotel was located, generally bounded by Elm Street, 5th Street, 6th Street, and the 84.51 headquarters building, as depicted on Exhibit A and more particularly described on Exhibit B-3 (Legal Description – Millennium Site) hereto (the “**Millennium Site**”). The City owns certain real property that bisects the Millennium Site that is comprised of (i) existing right-of-way that is currently a paper street known as Convention Way and (ii) several parcels along Elm Street and Convention Way, all as depicted on Exhibit A and more particularly described on Exhibit B-4 (Legal Description – Convention Way Property) hereto (the “**Convention Way Property**”, and collectively with the Millennium Site, the “**Plaza Site**”).

D. The County helped finance the Port’s acquisition of the Millennium Site and demolition of the building formerly located thereon, creating potential development opportunities for the District (as defined below).

E. To facilitate the DECC Project (as defined below), the parties currently anticipate that (i) the City will vacate the Former City ROW and other right-of-way included in the Convention Way Property, with the Port providing abutter’s consents to such vacations in such form as the City may require and assisting with other necessary title clean-ups, (ii) then, the Port will convey fee simple title to the Millennium Site to the County, and (iii) thereafter the County will lease the Millennium Site to the City for coordinated planning and programming of the Plaza Site with the DECC and the Former City ROW (the DECC, the Former City ROW, and the Plaza Site are hereinafter collectively referred to as the “**Project Site**”), which lease, as further described in Section 5 hereof, the parties anticipate will contain terms substantially in accordance with the terms outlined in Exhibit C (Plaza Lease Terms) hereto.

F. Although the City has provided for day-to-day maintenance and repairs and the completion of periodic capital improvements, the DECC has deteriorated in recent years and is once again in need of renovation and capital repairs.

G. Pursuant to (i) Resolution No. 6-2022, approved by City Council on January 26, 2022, the Mayor and Council of the City, and (ii) a Resolution passed by the Board of County Commissioners on January 27, 2022, the City and the County expressed their support for the creation of a comprehensive

strategy for redevelopment of the DECC and the surrounding area generally bounded by Race Street, Central Avenue, 4th Street, and 6th Street (collectively, the “**District**”), including through the engagement of 3CDC for planning and management services related to the District.

H. The parties hereto entered into a certain *Development Management Services Agreement* dated June 14, 2023 (the “**Pre-Development Agreement**”), pursuant to which (i) the City and the County engaged Manager to, among other things, provide general planning and development services as it relates to property within the District, including for development of a new convention center headquarters hotel and the renovation of the DECC and potential expansion over the Former City ROW and the Plaza Site (the “**Pre-Development Services**”); and (ii) the City provided \$7,000,000 for certain costs associated with the Pre-Development Services (the “**DECC Pre-Development Funds**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Pre-Development Agreement.

I. Manager’s work associated with the Pre-Development Services has, to date, been to the satisfaction of the City and the County, the City and the County now desire to further engage Manager to provide additional development management project implementation services related to the renovation of the DECC, the Plaza Site, and the Former City ROW, all as more particularly described on Exhibit D (Statement of Work) hereto (the “**DECC Project**”). For the avoidance of doubt, in no event does the DECC Project include other development within the District, including, without limitation, any development at 435 Elm Street (also known as the former site of the Convention Place Mall), the convention center headquarters hotel, or the Whex Garage.

J. Manager intends to commence on-site construction on the DECC Project no later than July 1, 2024 (the “**Commencement Deadline**”), and substantially complete construction no later than December 31, 2025 (the “**Completion Deadline**”). For the purposes hereof, “substantially complete” shall have the same meaning as “Substantial Completion” as defined in the CMAR Agreement (as defined below).

K. The total estimated cost (including, without limitation, hard construction costs, soft costs, acquisition costs, and costs of issuance) of the DECC Project is approximately \$200,000,000, which costs are more particularly detailed on Exhibit E (Budget) hereto (as the same may thereafter be updated from time to time during the DECC Project, in accordance with the terms and conditions of this Agreement, the “**Budget**”).

L. In addition to providing the DECC Pre-Development Funds, to facilitate the DECC Project, the City intends to provide an additional \$23,000,000 (the “**City Cash Funds**”).

M. The current source of the City Cash Funds is proceeds from the City’s issuance of urban renewal bonds or notes to finance a portion of the DECC Project, as authorized by Ordinance No. _____-20_____, passed by City Council on _____, 20____ (the “**Urban Renewal Ordinance**”).

N. In addition to having provided (i) funding for the acquisition and demolition of the former Millennium Hotel, and (ii) \$5,000,000 for pre-development costs associated with the Millennium Site, to facilitate the DECC Project, the County intends to provide an additional \$10,000,000 (the “**County Cash Funds**”).

O. To facilitate a bond issuance by the Port, in a principal amount not to exceed \$370,000,000 (the “**TOT Bonds**”), (i) the City and the County will pledge to the Port and/or the trustee on the TOT Bonds some of the revenues from their respective transient occupancy taxes (the “**TOT Revenues**”); and (ii) subject to appropriation, [and only if necessary,] (a) the City will transfer to the Port City funds in the amount of \$650,000 annually (the “**City Annual Funds**”), and (b) the County will transfer to the Port County funds in the amount of \$650,000 annually (the “**County Annual Funds**”; and together with the City Annual Funds, the “**Annual Funds**”), the terms of all of which will be agreed to by means of a separate cooperative agreement and other ancillary agreements between the City, the County, and the Port, and pursuant to which the Port will make the net TOT Bonds proceeds available to pay for the construction of the DECC Project, as will be determined by such separate agreements.

P. The cooperative agreement and other documents associated with the TOT Bonds with respect to the DECC Project entered into with the Port and Manager or 3CDC to which the City and/or the County are parties are referred to herein as the “**TOT Bond Documents**,” and the TOT Bond Documents, this Agreement, the Pre-Development Agreement, the CMAR Agreement, and such other ancillary documents and instruments executed by Manager or 3CDC and the City and/or County, or executed by Manager or 3CDC in favor of the City and/or County in relation to the DECC Project are referred to herein as the “**Project Documents**.”

Q. The City has determined that it is in the best interest of the City to (i) approve MESSER CONSTRUCTION (“**Messer**”) as the construction manager, in partnership with TriVersity Construction and Jostin Construction, for the DECC Project due to the company’s experience and reputation for successfully completing projects of this magnitude and complexity; and (ii) permit the construction manager to selectively hire the subcontractors for the DECC Project because of the highly specialized nature of the renovation work that will be performed by the subcontractors, with the understanding that the construction manager will comply with the Inclusion Plan in connection with the DECC Project.

R. The City and the County believe that the DECC Project is in the vital and best interests of the City and the County and the health, safety, and welfare of their residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements, and for this reason the City and the County desire to facilitate the DECC Project by providing the City Cash Funds, the County Cash Funds, and other financial support for the DECC Project as described herein.

S. Execution of this Agreement and the other Project Documents on behalf of the City was authorized by Ordinance No. _____-20____, passed by City Council on ____, 20____ and the Urban Renewal Ordinance.

T. Execution of this Agreement and the other Project Documents on behalf of the County was authorized by that certain Resolution passed by the Board of County Commissioners of Hamilton County, Ohio on _____, 20____.

NOW, THEREFORE, for good and valuable consideration, 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 shall end on the date on which the City and the County have disbursed all of the City Cash Funds and the County Cash Funds to Manager and Manager has fulfilled all of its obligations hereunder, including, without limitation, any reporting requirements.

2. **Construction of the DECC Project.**

(A) **Preparation of Plans and Specifications.** Manager shall prepare plans and specifications for the DECC Project and shall submit the same to the City and the County for review and approval. The approved plans and specifications for the DECC Project, as included in the executed GMP Amendment (as defined below), and as approved by the City and the County in accordance with Exhibit D hereto (including any and all changes thereto reflected on properly-executed change orders, as defined and in accordance with Exhibit D hereto), are referred to herein as the “**Final Plans**”. Manager shall submit any and all proposed changes to the Final Plans to the City and the County for review and approval that Manager is not otherwise permitted to approve without City or County approval pursuant to Exhibit D hereto.

(B) **Obtaining and Approving Construction Bids.** Upon completion of the Final Plans, Manager shall cause Messer to begin selecting contractors and subcontractors for the construction of the improvements reflected in such Final Plans. The final bids for each component of the DECC Project, as approved by Manager, are referred to herein as the “**Final Bids**”. For the avoidance of doubt, the City and the County acknowledge that the DECC Project may be split up into multiple packages and phases, all in accordance with the CMAR Agreement, and, therefore, for the purpose of this Agreement, the Final Plans

and the Final Bids may relate to a specific package and phase. Upon Manager's selection of the bids for the DECC Project, Manager shall submit to the City and the County, for review and approval, an updated Budget for the DECC Project.

(C) Construction. Once Final Plans and Final Bids have been approved in accordance with Sections 2(A) and (B) above, Manager shall proceed with construction of the DECC Project, and provided Manager has obtained all building permits, zoning approvals, and other governmental approvals required for the DECC Project, Manager shall cause Messer to commence on-site construction no later than the Commencement Deadline, and thereafter complete the construction of the DECC Project, as reflected in the respective Final Plans therefor, in compliance with all applicable laws, and substantially in accordance with Exhibit D hereto, no later than the Completion Deadline. Manager shall obtain the City's and the County's approval of any proposed changes to Exhibit D hereto. Notwithstanding the foregoing, upon written request of Manager, the City and the County may, in their sole and absolute discretion, extend the Commencement Deadline and/or the Completion Deadline by up to 6 months by providing written notice to Manager.

(D) Contractors and Subcontractors. Manager shall not solicit, or cause to be solicited, 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 Performance list.

(E) Applicable Laws. Manager shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements applicable to the construction of the improvements. The City makes no representations or other assurances to Manager that Manager will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings & Inspections, Department of Planning & Engagement, Department of Transportation & Engineering, other City departments, City Planning Commission, or City Council that may be required in connection with the DECC Project. Notwithstanding the foregoing, the City will consider assigning permitting staff primarily dedicated to the District to review all permits for construction projects located within the District, including the DECC Project.

(F) Inspection of Work. During construction, the City and the County, and their employees and agents, shall have the right at all reasonable times to inspect the progress of construction. In addition, Manager, at no charge to the City and the County, shall make Messer, its project architect, general contractor, or other representative of Manager reasonably accessible to the City to provide pertinent information about the DECC Project. If the City and the County determine that the DECC Project is not substantially in accordance with the Final Plans or other requirements of this Agreement, is not in compliance with all legal requirements, or is not being performed in a good and workmanlike manner, the City and the County shall have the right to order Manager to correct the nonconforming work or noncompliance by giving Manager written notice thereof.

(G) Mechanics' Liens. Manager shall not permit any mechanic's or other liens to be filed against the Project Site, or the City's or the County's funds, during construction. If a mechanic's lien shall at any time be filed, Manager shall, within 60 days after notice of the filing thereof, cause the same to be discharged of record.

(H) Monthly Reporting During Construction. During construction, Manager shall provide the City and the County with monthly reports describing the status of the DECC Project, including, without limitation, information about whether the DECC Project is on budget and on schedule, an updated report tracking the W/MBE Goals and Aspirational Goals according to the Compliance Plan, a list of newly-hired Consultants (as defined below) and a list of any roles for which Manager anticipates hiring additional Consultants, and containing such additional pertinent information thereto as the City or the County may from time to time reasonably request. Manager shall submit a final report to the City and the County for the month in which the DECC Project is substantially completed.

(I) As-Built Drawings. Following completion of construction of the DECC Project, Manager shall provide the City with “as-built” drawings of the improvements completed as part of the DECC Project.

(J) Diversity, Equity, and Inclusion. Pursuant to the terms of the Pre-Development Agreement, the parties developed an Inclusion Plan to meet the agreed-upon MBE and WBE inclusion goals the parties have agreed are applicable to the District, including the DECC Project. Manager shall follow and enforce the Inclusion Plan, including through following and enforcing the Compliance Plan and submitting the required monthly reports relating thereto, to ensure that Manager, Messer, and all of their respective contractors, subcontractors, and consultants utilize best efforts to achieve the W/MBE Goals of 20% for MBEs and 10% for WBEs, with the additional Aspirational Goals of 5% each for MBEs and WBEs, for collective goals of 25% for MBEs and 15% WBEs.

(K) DECC Dispute Resolution Process. In the event of any disputes between the City and the County on a decision, upon which each the City and the County have approval rights pursuant to this Agreement, that will materially impact construction associated with the DECC Project, the City and the County agree to work in good faith to come to a mutually agreeable resolution. If the City and the County are unable to come to a mutually agreeable resolution within 30 calendar days, then the City and the County shall submit the matter to binding arbitration in accordance with the American Arbitration Association rules and regulations. Notwithstanding the foregoing, the parties hereby acknowledge and agree that any results of such arbitration will not be binding upon the parties if the resolution is determined to be illegal under applicable laws. In the event of any such arbitration, the parties hereby agree that costs associated with such arbitration shall be paid for, on a pro rata basis, out of the City Cash Funds and the County Cash Funds; *provided, however*, that each party shall bear its own attorneys’ fees.

3. Financing.

(A) City Cash Funds. Provided that Manager is not in breach of this Agreement, the Pre-Development Agreement, or any of the other Project Documents, the City shall provide to Manager the City Cash Funds, in an amount not to exceed \$23,000,000, which shall be disbursed in accordance with Exhibit E (Disbursement of Funds) hereto.

(B) County Cash Funds. Provided that Manager is not in breach of this Agreement, the Pre-Development Agreement, or any of the other Project Documents, the County shall provide to Manager the County Cash Funds, in an amount not to exceed \$10,000,000, which shall be disbursed in accordance with Exhibit F.

(C) TOT Funds. To facilitate the TOT Bonds in a principal amount not to exceed \$370,000,000, the City and the County shall pledge to the Issuer some of the TOT Revenues, and, if necessary, the Annual Funds, as sources of repayment and security for the TOT Bonds. For the avoidance of doubt, the parties hereby agree and acknowledge that each the City’s and the County’s transient occupancy tax revenues have been previously committed to other projects (the “**Prior TOT Commitments**”), and that such Prior TOT Commitments will be senior in order of priority of repayment to any TOT Bonds issued pursuant hereto. Additionally, revenues from the City’s 1.50% transient occupancy tax levied in 1969 are explicitly excluded from the defined TOT Revenues that the City will make available to facilitate the TOT Bonds.

(D) Permitted Use of Funds. Manager shall use the City Cash Funds and the County Cash Funds solely to pay for costs associated with the DECC Project and other eligible costs associated with the District and approved by the City and the County. The net proceeds of the TOT Bonds shall be used solely to pay for construction costs associated with the DECC Project that are incurred at the Project Site and other eligible costs associated with the District, as more specifically set forth in the TOT Bond Documents.

(E) Development Fee. In addition to the Pre-Development Fee, Manager shall receive a fee of \$2,750,000 for its performance of the services associated with the construction of the DECC Project (the “**Development Fee**”), which shall be paid out of the TOT Bond proceeds and/or City Cash Funds and

County Cash Funds, as follows: (i) \$1,000,000 paid within 30 days from the date of closing on the TOT Bonds, and (ii) the remaining \$1,750,000 (the “**Installment Fee**”), paid in equal monthly installments of \$97,222.22 beginning on July 1, 2024, and continuing until the Installment Fee has been paid in full; *provided, however*, that each monthly installment of the Installment Fee shall be payable only following (i) the submission by Manager to the City and the County of a monthly progress report related to the services associated with the construction of the DECC Project accomplished during the preceding month and (ii) approval by the City and the County in their reasonable discretion that the work on the construction of the DECC Project, if any, has been satisfactorily completed to date. The City and the County shall use best efforts to approve or reject such monthly report within 5 business days of receipt thereof. Manager shall include an invoice for the portion of the Development Fee then due with each draw request.

4. Project Contractors and Consultants.

(A) CMAR Agreement. The parties hereto hereby agree and acknowledge that Manager has entered into that certain Agreement dated December 4, 2023, whereby Manager engaged Messer to serve as Construction Manager at Risk as it relates to the DECC Project (the “**CMAR Agreement**”). Notwithstanding anything in the CMAR Agreement to the contrary, Manager hereby agrees to remit to the City any proceeds paid to Manager under or pursuant to the terms of the CMAR Agreement that are intended to inure to the benefit of the owner of the DECC.

(B) Authority to Hire Consultants. The City and the County hereby authorize Manager to hire Consultants to serve as subcontractors of Manager, except as otherwise provided herein. Notwithstanding anything herein to the contrary, no attorney or law firm may be retained by Manager for the purpose of serving as legal counsel in connection with this Agreement or Manager’s services related hereto without the express prior written approval of the City Solicitor and the County Prosecuting Attorney.

(C) Manager’s Enforcement Obligations. Manager is not a guarantor or warrantor of performance or workmanship of any Consultants, the Architect, Messer, or any contractor or subcontractors of any of them, or their respective employees or agents with regard to the DECC Project or any work related thereto. However, because Manager is executing the contracts with Messer, the Architect, and Consultants, Manager shall include in each such contract language that requires Messer and the Consultants to indemnify Manager and to secure and maintain insurance as required hereunder, under the CMAR Agreement, or as required under any other Project Document, with the Manager, the City, and the County named as additional insureds. Manager shall enforce its rights under those agreements in the event of any breach and shall ensure that the City and/or the County (as applicable) may also enforce such agreements in the event of any breach. Notwithstanding anything herein to the contrary, neither the City nor the County shall be entitled to terminate this Agreement for the breach of this Agreement for the breach of Messer or a Consultant, so long as Manager is enforcing its rights under the applicable contract(s) and is actively pursuing a solution to the breach to the satisfaction of the City and the County, which may include Manager’s finding and retaining an adequate substitute construction manager or Consultant satisfactory to the City and the County, in each such entity’s sole and absolute discretion, such approval not to be unreasonably withheld.

5. Plaza Lease. The City and the County hereby agree to work in good faith toward entering into a lease and operating agreement whereby the County will lease the Millennium Site to the City, and the City will operate the Plaza Site in coordination with the operations of the DECC and the remainder of the Project Site and provide other civic and entertainment uses to the general public. The parties anticipate that the lease and operating agreement (the “**Plaza Lease**”) will contain terms substantially in accordance with Exhibit C hereto. For the avoidance of doubt, the actual terms of the Plaza Lease will be finalized in a standalone document separate and apart from this Agreement, and will require additional legislative approvals to effectuate the City’s and the County’s respective interests in the Millennium Site. The parties anticipate the Plaza Lease will be executed and in place no later than the earlier to occur of (a) the execution of the GMP Amendment and (b) the date of closing on the TOT Bonds.

6. City and County Representatives. The City shall act by and through the City Manager or her authorized designee (“**City’s Representative**”) and the County shall act by and through the County

Administrator or his authorized representative (“**County’s Representative**”), and Manager, the City, and the County shall each be entitled to deal with the City’s Representative and the County’s Representative as agents fully authorized and empowered by the City and the County, respectively, to perform the duties and functions set forth herein and to bind the City and the County as to the matters provided for herein (to the extent permitted by applicable law); *provided, however*, that each such request for approval or direction by Manager (i) of the City must be in writing, and each such approval or direction by the City’s Representative must be in writing to bind the City; and (ii) of the County must be in writing, and each such approval or direction by the County’s Representative must be in writing to bind the County. For the avoidance of doubt, Manager, the City, and the County shall each be entitled to reasonably rely on the aforementioned written approval(s) or direction(s) of the City’s Representative on behalf of the City and the County’s Representative on behalf of the County. Manager shall meet with the City’s Representative and the County’s Representative regularly to provide progress reports on the Project. Any decision requiring the expenditure of funds of either the City or the County in excess of the existing authority of the City Manager or the County Administrator, respectively, shall be subject to the approval of the applicable legislative authority. Meetings between Manager, the City’s Representative, and the County’s Representative will take place at least once per month at a mutually agreed upon time and location. To the extent feasible, the City’s Representative and the County’s Representative will be responsive and cooperative during the Term and will provide timely feedback, including endeavoring to respond within 3 business days of a written request by Manager.

7. Insurance; Indemnity.

(A) Insurance During Construction. Until such time as all construction work associated with the DECC Project has been completed or, if later, any insurance obligations required pursuant to the CMAR Agreement expire, Manager 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 and the County as additional insured with respect to the DECC Project, (ii) worker’s compensation insurance in such amount as required by law, (iii) all insurance as may be required by the Port, (iv) professional liability insurance for its legal liability arising out of the performance of the services related to the construction of the DECC Project, which insurance shall be in the minimum limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate, with a maximum deductible not to exceed \$50,000 for each occurrence, naming the City and the County as additional insured, and (v) such other insurance coverage as may be deemed reasonably necessary by the City from time to time. Manager’s insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days’ prior written notice to the City. Prior to commencement of construction of the DECC Project, Manager shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Manager shall have 6 months following the date of the City’s request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

(B) Waiver of Subrogation in Favor of City and County. Manager hereby waives all claims and rights of recovery, and on behalf of Manager’s insurers, rights of subrogation, against the City and the County, their 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 Manager, even if such loss or damage arises from the negligence of the City or the County, their employees, agents, contractors, or subcontractors; it being the agreement of the parties that Manager shall at all times protect itself against such loss or damage by maintaining adequate insurance. Manager shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City and the County to enter into this Agreement, Manager shall defend, indemnify, and

hold the City and the County, and their respective officers, council members, commissioners, 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 Manager, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of Manager in connection with the DECC Project. Notwithstanding the foregoing, if (1) Manager has not engaged in intentional, reckless, fraudulent, or criminal behavior in its performance of the services that Manager is providing to the City and the County pursuant to this Agreement, (2) Manager provides and maintains in force insurance required by the terms of this Agreement and contractually obligates Messer or any other of its contractors or subcontractors to maintain in force the insurance required by the terms of the CMAR Agreement, as approved by the City and County, (3) the insurers have paid or have agreed to pay out those amounts they are required to pay pursuant to such policies, and (4) the denial of a claim or the failure to pay a claim is not caused by the action nor inaction of Manager, including, without limitation, through the failure of Manager to provide timely notice of a claim or to exhaust all appeal rights in response to the denial of a claim or to enforce its agreement(s) with Messer or another contractor to do the same, then Manager’s obligation to indemnify and save the City and the County harmless shall be limited to the sum of (x) the insurance proceeds actually paid to Manager by the insurers and (y) any additional amounts Manager may recover from Messer or other contractors and subcontractors hired or engaged pursuant to this Agreement, the CMAR Agreement, or any other Project Documents. For purposes of this calculation, deductibles or retention amounts for which Manager, Messer, or any contractors or subcontractors of either are responsible under this Agreement, the CMAR Agreement, or any applicable insurance policy and any amounts that would have been covered by the required policies but for the action or inaction of Manager, Messer, or the contractors or subcontractors of either, are to be included. *Provided, however*, Manager shall have no obligation to defend, indemnify, and hold the Indemnified Parties harmless in the event such Claims are caused by the negligence or willful misconduct of the Indemnified Parties. Manager’s indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto. For the avoidance of doubt, the limitation of Manager’s indemnification obligations hereunder is not intended as a waiver of any claims the City or the County may have against Messer, Consultants, other contractors or subcontractors, or any other responsible parties, or their insurers for further recovery. Nothing herein shall be construed as an indemnification of Manager by either the City or the County.

8. Default; Remedies.

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

(i) The dissolution of Manager, or the filing of any bankruptcy or insolvency proceedings by or against Manager, the appointment of a receiver (temporary or permanent) for Manager, the attachment of, levy upon, or seizure by legal process of any property of Manager, or the insolvency of Manager; or

(ii) The failure of Manager to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document and failure by Manager to correct such default or failure within 60 days after Manager’s receipt of written notice thereof from the City or the County; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 60 days, Manager shall not be in default so long as Manager commences to cure the default within such 60-day period and thereafter diligently completes such cure within 90 days after Manager’s receipt of the initial notice of default. Notwithstanding the foregoing, if Manager’s failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as reasonably determined by the City and the County, an event of default shall be deemed to have occurred if Manager fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default by Manager under this Agreement, (i) the City shall be entitled to terminate this Agreement by giving written notice to Manager and

the County specifying the effective date of the termination; (ii) take such actions in the way of “self-help” as the City and the County determine to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Manager; and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Manager 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 Manager under this Agreement. The failure of the City and the County to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other agreement to which Manager and the City and/or the County are parties relating to the DECC Project shall not constitute a waiver of the breach of such covenant or of such remedy.

9. Termination.

(A) Termination by City Prior to Execution of GMP Amendment or Closing on TOT Bonds. During the Term, the City may terminate this Agreement at any time for any reason upon 45 days’ written notice to Manager and the County. In the event of termination of this Agreement, Manager shall be paid any costs incurred by Manager for completed work associated with the DECC Project, subject to the satisfaction of the City, in the City Manager’s sole and absolute discretion, through the termination date of this Agreement. The termination rights of the City under this paragraph shall automatically terminate upon the earlier to occur of (i) execution of a GMP Amendment and (ii) the closing of the TOT Bonds, at least as to the City’s commitment to provide the City Cash Funds and its portion of the TOT Revenues. Notwithstanding the foregoing, nothing herein shall limit the City’s right to terminate this Agreement as it relates to the engagement of Manager to perform services associated with construction of the DECC Project.

(B) Withdrawal by County Prior to Execution of GMP Amendment or Closing on TOT Bonds. During the Term, the County may withdraw from further participation in this Agreement at any time for any reason upon 30 days’ written notice to Manager and the City. The withdrawal rights of the County under this paragraph shall automatically terminate upon the earlier to occur of (i) execution of a GMP Amendment and (ii) the closing of the TOT Bonds, at least as to the County’s commitment to provide the County Cash Funds and its portion of the TOT Revenues. For the avoidance of doubt, this Agreement shall not be terminated as to Manager’s and the City’s respective rights and obligations in the event of a withdrawal of the County’s participation from this Agreement.

(C) Notice to Messer, Consultants, Contractors, and Subcontractors. In the event this Agreement is terminated pursuant to Section 8(B)(ii) above or Section 9(A) above, then Manager shall deliver notice to Messer, the architect, and all other consultants, contractors, and subcontractors of Manager or Messer, that all work associated with the DECC Project must cease at the effective date of such termination, as determined pursuant to the applicable paragraph hereof, and Manager shall have no obligation to provide services related to the DECC Project pursuant to this Agreement following the effective date of such termination. Notwithstanding the foregoing, nothing in this Agreement shall prevent the City from assuming Manager’s rights and obligations as Owner under the CMAR Agreement, provided that the City delivers proper notice to Manager and Messer of its intent to assume such rights and obligations.

10. Notices. All notices required to be given by the parties hereunder shall be deemed given if in writing and personally delivered, delivered via electronic mail, 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 such parties may designate by notice to the other parties given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To Manager:
3CDC Development Manager LLC
1203 Walnut Street, 4th Floor
Cincinnati, Ohio 45202

Attn: Steve Leeper, CEO, and
Caitlin Felvus, Legal Director
sleeper@3CDC.org and cfelvus@3CDC.org

To the City:
City Manager's Office
City of Cincinnati
801 Plum Street, Suite 104
Cincinnati, Ohio 45202
Attn: William Weber, Assistant City Manager
William.Weber@cincinnati-oh.gov

To the County:
Office of the County Administrator
138 E. Court Street, Room 603
Cincinnati, Ohio 45202
Attn: Jeff Aluotto, County Administrator
Jeff.Aluotto@hamilton-co.org

with a copy to:
Solicitor's Office
City of Cincinnati
801 Plum Street, Suite 214
Cincinnati, Ohio 45202
Attn: Emily Smart Woerner, City Solicitor
Emily.Woerner@cincinnati-oh.gov

with a copy to:
Hamilton County Prosecuting Attorney
230 E. Ninth Street, Suite 4000
Cincinnati, Ohio 45202
Attn: Roger E. Friedmann, Assistant
Prosecuting Attorney
Roger.Friedmann@hcpros.org

11. Representations, Warranties, and Covenants of Manager. Manager makes the following representations, warranties, and covenants to induce the City and the County to enter into this Agreement:

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

(B) Manager 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 Manager and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Manager.

(C) The execution, delivery, and performance by Manager 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 Manager, or any mortgage, indenture, contract, agreement, or other undertaking to which Manager is a party or which purports to be binding upon Manager or upon any of its assets, nor is Manager in violation or default of any of the foregoing.

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

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

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

(G) Pursuant to Section 301-20 of the Cincinnati Municipal Code, neither Manager 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.

12. Reporting Requirements.

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

(B) City’s and County’s Right to Inspect and Audit. During construction of the DECC Project and for a period of 3 years after completion of construction, Manager shall permit the City and the County and their designees and auditors to have full access to and to inspect and audit Manager’s Records and Reports relating to the DECC Project. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Manager to the City and the County, Manager shall reimburse the City and the County for their respective out-of-pocket costs associated with such inspection or audit.

13. General Provisions.

(A) Assignment; Change of Control.

(i) Assignment. Manager shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City and the County; *provided that* the City and the County will not unreasonably withhold its consent to the assignment by Manager to an entity wholly owned or controlled by 3CDC.

(ii) Change of Control. Manager shall not permit a Change of Control (as defined below) without the prior written consent of the City and the County, which shall not be unreasonably withheld or delayed. As used herein, “**Change of Control**” means a change in the ownership of Manager such that 3CDC has less than a 51% direct or indirect voting interest in Manager and lacks the power to direct or cause the direction of the management and policies of Manager, whether through the ownership or ownership interests in Manager, by contract, or otherwise.

(B) Entire Agreement; Conflicting Provisions. This Agreement, together with the other Project Documents, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other Project Documents, the provisions of such other Project Documents shall control.

(C) Ownership of Property. Manager agrees that, at the expiration or termination of this Agreement, all finished and unfinished documents, data, studies, memoranda, plans, maps, drawings, renderings, designs, specifications, scopes of work, bid packets, working papers, reports, and other documents or information prepared or produced by Manager, Messer, any consultants hired by Manager or Messer, and any other contractors or subcontractors in connection with the DECC Project (the “**Services**”

Documents”) shall become the property of the City, and Manager shall promptly deliver such items to the City. Manager shall ensure that its contracts with Messer, the Architect, and all such consultants, contractors, and subcontractors retained by Manager, Messer, or the Architect to perform work under this Agreement include clear and unambiguous provisions regarding the City’s sole and exclusive ownership of the Services Documents and that any interest Manager, Messer, or the Architect may have in those documents is freely transferable to the City. Manager may retain copies for its records. Upon the County’s request, Manager shall make copies of the Services Documents available to the County for review.

(D) Amendments and Waivers. The provisions of this Agreement may be amended, waived, or otherwise modified only by a written agreement signed by all parties.

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

(F) 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.

(G) 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.

(H) 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.

(I) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder’s Office.

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

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

(L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City or the County 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 or the County in other than his or her official capacity.

(M) Applicable Laws. Manager shall obtain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements in connection with the matters contemplated by this Agreement, including any of the laws and regulations described on Exhibit G (Additional Requirements) hereto which are applicable to the DECC Project.

(N) Contingency for Legislative Authorization. Notwithstanding anything to the contrary in this Agreement, (i) the City shall not be in breach of this Agreement and shall not be required to provide its portion of the TOT Revenues if for any reason City Council does not pass any and all necessary legislation for the DECC Project, including, without limitation, the ordinance(s) authorizing the TOT Bond Documents; and (ii) the County shall not be in breach of this Agreement and shall not be required to provide its portion of the TOT Revenues if for any reason the Board of County Commissioners of Hamilton County, Ohio, does

not pass any and all necessary legislation for the DECC Project, including, without limitation, legislation authorizing the TOT Bond Documents. In the event the necessary legislative authorizations are not obtained, the City or the County may terminate this Agreement by giving written notice thereof to the other parties, whereupon the parties shall thereafter have no rights or obligations under this Agreement. The City's and the County's right to terminate this Agreement pursuant to this Section 10(N) shall automatically terminate at such time as City Council and the Board of County Commissioners of Hamilton County, Ohio, have passed all necessary legislation for the DECC Project.

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

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

Exhibit A - *Site Plan*

Exhibit B-1 - *Legal Description – DECC*

Exhibit B-2 - *Legal Description – Elm Street*

Exhibit B-3 - *Legal Description – Millennium Site*

Exhibit B-4 - *Legal Description – Convention Way Property*

Exhibit C - *Plaza Lease Terms*

Exhibit D - *Statement of Work*

Exhibit E - *Budget*

Exhibit F - *Disbursement of Funds*

Exhibit G - *Additional Requirements*

[signature page(s) follow]

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

3CDC DEVELOPMENT MANAGER LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2024

CITY OF CINCINNATI,
an Ohio limited liability company

By: _____
Sheryl M.M. Long
City Manager

Date: _____, 2024

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO,
an Ohio political subdivision

By: _____
Jeff Aluotto
County Administrator

Date: _____, 2024

Approved as to Form:

Assistant Prosecuting Attorney

Exhibit A

Site Plan



Blue: DECC

Green: Former City ROW

Red: Convention Way Property

Purple: Millennium Site

Exhibit B-1

Legal Description – DECC

Parcel 1:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set CN at the intersection of the West line of Elm Street and the North line of Fifth Street, measure with said Fifth Street South 80°20'59" West, 211.43 feet to a set CN; thence South 80°04'02" West, 182.42 feet to a set CN; thence South 80°04'37" West, 172.33 feet to a set CN; thence North 09°55'23" West, 1.62 feet to a set PK nail; thence South 80°17'59" West, 271.33 feet to a set CN at the intersection of said Fifth Street and the East line of Central Avenue; thence with said Central Avenue North 09°47'31" West, 432.61 feet to a set PK nail at the intersection of said Central Avenue and the South line of Sixth Street; thence with said Sixth Street North 80°04'37" East, 419.61 feet to a point; thence North 79°48'15" East, 189.99 feet to a point; thence North 80°04'02" East, 226.90 feet to a Set PK nail in the West line of said Elm Street; thence with said Elm Street South 09°55'31" East, 437.21 feet to the Place of Beginning. Containing 364,147 square feet of land more or less (8.360 acres). Bearings are based on Ohio State Plane Coordinate System.

Parcel 2:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the East line of Central Avenue. and the South line of Sixth Street, measure with said Sixth Street North 80°04'37" East, 210.28 feet to a set CN; thence South 09°55'23" East, 7.14 feet to a set CN; thence South 80°24'59" West, 210.29 feet to a set PK in said East line of Central Avenue; thence North 09°47'31" West; 5.89 feet to the Place of Beginning. Containing 1,370 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 3:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Sixth Street South 80°04'02" West, 226.90 feet to a set CN being the Place of Beginning; thence South 09°55'58" East, 10.41 feet to a set CN; thence South

80°24'59" West, 190.00 feet to a set CN; thence North 09°55'23" West, 8.38 feet to a set PK in said South line of Sixth Street; thence North 79°48'15" East; 189.99 feet to the Place of Beginning. Containing 1,785 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 4:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Elm Street South 09°55'31" East, 11.79 feet to a set CN; thence South 80°24'59" West, 42.89 feet to a point; thence North 09°55'58" West, 11.53 feet to a set CN in said South line of Sixth Street; thence North 80°04'02" East; 42.90 feet to the Place of Beginning. Containing 500 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Exhibit B-2

Legal Description – Elm Street

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B-3

Legal Description – Millennium Site

The Millennium Site consists of Hamilton County Auditor's Parcel Nos. 145-0002-0437-00 and 145-0002-0340-00.

[LEGAL DESCRIPTION(S) TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B-4

Legal Description – Convention Way Property

The Convention Way Property consists of (i) existing right-of-way that is current a paper street known as Convention Way and (ii) Hamilton County Auditor's Parcel Nos. 145-0002-0304-90, 145-0002-0318-90, 145-0002-0320-90, 145-0002-0321-90, 145-0002-0322-90, 145-0002-0323-90, 145-0002-0325-90, 145-0002-0327-90, 145-0002-0336-90, 145-0002-0338-90, 145-0002-0339-90, and 145-0002-0355-90.

[LEGAL DESCRIPTION(S) TO BE ATTACHED TO EXECUTION VERSION]

Exhibit C

Plaza Lease Terms

THIS EXHIBIT IS NON-BINDING AND IS INCLUDED ONLY FOR THE PURPOSES OF INDICATING THE TERMS EXPECTED TO BE A PART OF ONE OR MORE SUBSEQUENT AGREEMENTS BETWEEN THE CITY AND THE COUNTY.

Lease and Permitted Uses

The County agrees to lease to the City the Millennium Site for the purpose of operating, with the inclusion of the Convention Way Property, a cohesive Plaza Site that will support the operations of the DECC and provide other civic and entertainment uses to the general public. The first priority use of the Plaza Site is for the benefit of the DECC and its events and clients. Other uses of the Plaza Site will be secondary.

County-Organized Events at DECC or Plaza Site

The City agrees to grant the County access to the DECC and Plaza Site under the same rights that it maintains for hosting events at those locations. For clarity, the County agrees that any out-of-pocket expenses related to any such event shall be covered by the County.

County Recognition Signage

The City agrees that the County shall be recognized prominently on public signage on the Plaza Site.

Third Party Management

The City shall have the right to enter into agreement(s) with one or more third parties to manage and program the Plaza Site. The County Administrator shall have the right to approve the manager of the Plaza Site and the initial form of the management agreement; however, so long as the City does not change the entity responsible for managing the Plaza Site, then the City shall have the right to extend the term of the management agreement(s) without additional County approval. The County acknowledges that the City utilizes a third-party manager for the DECC and that the management of the Plaza Site is intended to involve both the City's third-party DECC manager as well as Cincinnati Center City Development Corporation or related subsidiary. The agreement or agreements for management of the Plaza Site shall include at minimum the following terms:

1. Scope of Services:

- a. Promotion and Marketing of Plaza
- b. Coordination and Support of Convention Center-hosted Events
- c. Event Coordination, Permitting, and Oversight
- d. Programming and Activation of the Plaza Site
- e. Security
- f. Landscaping
- g. Maintenance, Care, and Cleaning of the Plaza Site
- h. Capital Repairs and Improvements
- i. Revenue Generation, Fundraising, and Sponsorship

2. Annual Reporting on the Plaza Site

Annual reporting to the City and the County shall be required and include, at minimum, the following information:

- a. **Annual Operating Budget** – Detailing expected revenues and expenditures for the coming year of the Plaza Site. The City and the County shall have approval rights of the annual operating budget. In the event of disagreement, the City's determination shall control.

- b. **Prior Year Financial Report** – Detailing revenues, including sponsorship revenue, and expenditures for the previous year and any reserves or cash-on-hand at the end of the year.
 - c. **Inspection Report** – Detailing the condition of the physical conditions of improvements on the Plaza Site.
 - d. **Attendance Report** – Detailing the estimated number and attendance at events on the Plaza Site during the last year—including details as to events directly related to events hosted at the DECC and also those events that were for more general civic, entertainment, or other purposes.
 - e. **Financial Statements** – Audited financial statements will be provided.
3. **Amendments** - City shall have the right to approve amendments to the management agreement(s) without further County consent so long as such amendments do not materially negatively impact the County's rights delineated above.

Costs and Revenue

The City shall be responsible for any and all costs and expenses related to the Plaza Site, including, but not limited to, programming and maintenance. However, the County shall be responsible for paying all property taxes of the Millennium Site, if applicable and not exempted. The City shall be responsible for any special assessments on both the Millennium Site and the Convention Way Property.

Any revenue generated from operations on the Plaza Site shall be utilized to support the operations of the DECC, including the Plaza Site. The City and the County agree that any revenue generated from use of the Plaza Site by an event hosted by the DECC shall be attributed to DECC operations. Remaining revenue generated by the Plaza Site shall be allocated to Plaza Site operations and separately accounted for by the manager of the Plaza Site.

Maintenance and Repair

The City shall appropriately fund all cleaning, maintenance, and repairs to ensure the Plaza Site is clean, well maintained, in good repair, and safe for use.

Capital Improvements

The City may from time to time undertake capital improvements to the Plaza Site to modernize and update the physical improvements located on it. The County shall have approval rights, not to be unreasonably withheld, to any capital improvement projects in excess of \$1 million in project cost. In the event of disagreement, the City's determination shall control, unless the County is being asked to fund the proposed capital improvements.

Naming Rights

The County shall have the right to review and approve for any naming rights agreements for the Plaza Site, which approval shall not be unreasonably withheld.

Rent

The City shall pay the County annual rent of \$1/year for the term of the Plaza Lease.

Term

Effective upon execution, the Plaza Lease shall have a term of 40 years, with two 30-year options to extend upon mutual agreement between the City and the County.

Termination

Following a default by the City on the Plaza Lease, the County may terminate the Plaza Lease; however, the Plaza Lease shall include notice and an opportunity for the City to cure any default before such a default will trigger termination. The City and the County may also terminate by mutual agreement.

Rights to Purchase

The City and the County will work to negotiate mutually agreeable terms that will delineate how and under what conditions the City has the right to purchase the Millennium Site to support a future expansion of the DECC. Such terms are intended to be included in the Plaza Lease. If the City and the County cannot come to terms on a purchase option to support expansion, the financial terms contained in this Exhibit C may be re-negotiated.

Exhibit D

Statement of Work

1. Final Plans. Manager shall:

- a. Submit plans and specifications to the City and the County and secure approval of Final Plans.
- b. Obtain preliminary estimates of the cost of work or the cost of program requirements using area, volume, or similar cost estimating techniques, including cost evaluations of alternative materials and systems suggested by the architect or Messer and share the same estimates with the City.

2. Contracting. Manager shall:

- a. Negotiate all necessary contracts and subcontracts, including the guaranteed maximum price amendment to the CMAR Agreement (the “**GMP Amendment**”), for the DECC Project and submit the same for the City’s review and approval. Manager shall not accept a GMP Amendment without the City’s prior written approval. The GMP Amendment shall include a financing contingency in the event the parties do not close on the TOT Bonds by [December 31, 2024].
- b. The CMAR Agreement includes the development and implementation processes needed to maximize the participation of MBE and WBE certified firms on the DECC Project in accordance with the City’s and County’s requirements. Manager shall monitor such MBE and WBE participation on City’s and County’s behalf during the DECC Project.
- c. Choose the products and materials necessary to equip and furnish the DECC and complete the DECC Project in a manner that satisfies all requirements of the Final Plans.
- d. Investigate and recommend a schedule for purchase of all materials and equipment requiring long lead time procurement, coordinate the schedule with the architect and expedite and coordinate delivery of such purchases.
- e. Submit the final Contractor Controlled Insurance Program (“**CCIP**”) for the City’s review and approval. Manager shall not accept a CCIP without the City’s prior written approval.

3. Oversight during Construction. Manager shall:

- a. Cause the DECC Project to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:
 - i. the Final Plans as they may be amended by the agreement of the parties hereto; and
 - ii. any and all obligations of the City and the County under the governing finance documents.
- b. Coordinate the work of the architect to complete the DECC Project in accordance with the objectives as to cost, time, and quality, and provide sufficient personnel at the Project Site with authority to achieve such objectives.
- c. Ensure that the DECC Project is completed free and clear of all mechanics’ and materialmen’s liens and in compliance with all applicable laws, regulations, and programs including, without limitation, applicable living wage and prevailing wage laws and requirements.
- d. Provide to the City and the County, and periodically update, a building construction time schedule which coordinates and integrates the architect’s services with construction schedules.
- e. Provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the City and the County adjustments in the schedule to meet the probable completion date, provide summary of such monitoring within the quarterly reports required pursuant to this Agreement, and document all changes in the schedule.

- f. When requirements of subcontracts are not being fulfilled, take action pursuant to Manager's agreements with subcontractors and recommend other courses of action to the City and the County, as applicable and necessary.
- g. Revise and refine the approved estimate of DECC Project costs, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.
- h. Provide regular monitoring of the approved estimate of DECC Project costs, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the City and the County whenever projected costs exceed budgets or estimates.
- i. Develop and implement a procedure for the review and processing of applications by the contractors and subcontractors for progress and final payments.
- j. In collaboration with the architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples.
- k. Record the progress of the DECC Project and submit written progress reports to the City, the County, and the architect, including the percentage of completion and the number and amounts of change orders (as defined below).
- l. Cause to be performed in a diligent and efficient manner the following:
 - i. Redevelopment of the Project Site and completion of the DECC project, including any required off-site work;
 - ii. General administration and supervision of the DECC Project, including, without limitation, activities of the architect, Messer, contractors, subcontractors, consultants, and their employees and agents, and others employed as to the DECC Project in a manner which complies in all respects with the Final Plans.
 - iii. Manager shall hold regularly scheduled progress meetings. Minutes of all such meetings shall be taken by the architect, Messer, or any subcontractors or consultants, and copies of the same shall be furnished on a timely basis to the City and the County.
 - iv. Manager shall hold quarterly meetings in coordination with the submission of quarterly reports with the City and the County during the DECC Project. During the quarterly meetings the Manager will review the quarterly report, including, without limitation, issues involving the DECC Project scope, schedule, Budget, or construction.
 - v. Manager shall inspect the work in progress weekly during construction. Manager shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work but will, on the basis of the site visits, keep the City and the County informed about the progress and quality of the portion of the work completed.
 - vi. Manager shall issue all instructions to the design team, any consultants, the architect, Messer, contractors, and any subcontractors for and on behalf of the City and the County, and shall be responsible for all communications from the City and the County to any consultants, the architect, Messer, and any contractors or subcontractors.
 - vii. Manager shall act as interpreter of the requirements of all documents related to the construction of the DECC Project and as judge of performance thereunder by the parties thereto and shall make recommendations to the City and the County as to any claim of the design team, any consultants, the architect, contractors, and any subcontractors relating to execution and progress of work on the DECC Project, or any other matter or question relating thereto. Manager shall not be liable for results of any such interpretation, decision, or recommendation rendered by Manager in good faith, and without negligence or willful misconduct on its part.
 - viii. Manager shall review and approve on behalf of the City and the County all change orders and requests for additional compensation from the DECC Project participants (collectively referred to in this paragraph as "**change orders**"). Manager shall have authority on the City's and the County's behalf to issue or approve change orders without the City's and the County's approval during

execution of the DECC Project so long as (a) the projected costs of the DECC Project, after taking into account all such change orders, do not exceed the total Budget, (b) the general character and appearance of the DECC Project are not materially affected by such change orders, and (c) the cost of the change order does not exceed \$150,000. In the event a change order does not meet conditions (a)-(c) above, then Manager shall obtain the City's and County's prior written approval prior to approving any such change order.

4. Administration. Manager shall:

- a. Keep, or cause to be kept, accounts and cost records as to the DECC Project.
- b. Maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions.
- c. Make available to the City and the County, during normal business hours and upon the City's or the County's written request, copies of all contracts and subcontracts.
- d. Provide general DECC Project financial and accounting services for the City and the County during the DECC Project including (i) accounting and financial oversight and reporting; (ii) periodic accounting reconciliations (daily, monthly, quarterly, or yearly, as needed); (iii) year-end tax statements and reporting, as needed; (iv) payroll and invoice entry and processing; (v) monthly departmental reports to the City and the County; (vi) maintenance of vendor information and records; (vii) coordination and preparation of an annual DECC Project development budget; (viii) coordination of the annual audit with the City and the County and the City's and the County's independent audit firms; (ix) pledges receivables tracking; (x) quarterly Ohio lobby reporting; and (xi) other similar services as may be agreed to by the City, the County, and Manager.

5. Project Close-out. Manager shall:

- a. Obtain an architect's certificate that the work on the DECC Project is substantially complete, and inspect Messer's work, which work must be completed to the satisfaction of the City, in the City's sole and absolute discretion.
- b. Deliver to the City and the County a dimensioned as-built survey of the real property and as-built drawings of the DECC Project construction.
- c. Coordinate the DECC Project close out, including required governmental inspections. Obtain a certificate of occupancy and any other permits, approvals, licenses, and other documents required for the beneficial occupancy of the DECC and the broader Project Site, and deliver all documents to the City. Manage execution and delivery of all close out documentation, manuals, warranties, training, and maintenance agreements.

Exhibit E

Budget

USES	
Hard Costs	
Construction Cost	159,055,242
FF&E	6,450,000
Subtotal Hard Costs	165,505,242
Soft Costs	
Architecture/Engineering	15,905,224
Insurance	830,000
Utilities	1,350,000
Construction Testing	150,000
Construction Inspections	100,000
Professional Fees	965,670
Title & Recording Fees	530,000
Legal Fees	290,044
Marketing & Signage	35,000
Interest	10,000
Contingency	10,500,000
Developer Fee	3,828,820
Subtotal Soft Costs	34,494,758
TOTAL USES	200,000,000
SOURCES	
City of Cincinnati (previously approved)	7,000,000
City of Cincinnati	23,000,000
Hamilton County	15,000,000
Bond Proceeds	155,000,000
TOTAL SOURCES	200,000,000

From time to time during the course of the Project, the parties anticipate that the Budget will need to be updated. In accordance with the terms of this Agreement, Manager shall submit to the City's Representative and the County's Representative any proposed updates to the Budget in writing for their review and approval, which approval will be provided in the City's and County's sole and absolute discretion.

Exhibit F

Disbursement of Funds

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

(i) Manager has provided the City and the County with evidence of insurance required under this Agreement;

(ii) Manager has provided the City and the County with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work, if any, with respect to which the City Cash Funds and County Cash Funds are being requested;

(iii) Construction of the DECC Project, to the extent it has commenced, is proceeding in accordance with the Final Plans, Budget, and construction schedule;

(iv) Manager has provided the City and the County with such other documents, reports and information relating to the DECC Project (a) as required by this Agreement or (b) as the City or the County has reasonably requested; and

(v) No events of default by Manager or circumstances which would, by provision of notice, the passage of time, or otherwise, constitute events of default, have occurred and are continuing under this Agreement, the Pre-Development Agreement, or any other Project Document.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the City Cash Funds and the County Cash Funds (collectively, the City Cash Funds and the County Cash Funds are hereinafter referred to as the “**Funds**” for the purposes of this Exhibit E) shall have been satisfied, the City and the County shall disburse the Funds to Developer. The City shall disburse the City Cash Funds and the County shall disburse the County Cash Funds, and they shall be disbursed pro-rata (i.e., the City Cash Funds and the County Cash Funds shall be disbursed simultaneously on a pro-rata basis). For the avoidance of doubt, nothing herein shall be construed to require the City or the County to disburse the City Cash Funds or the County Cash Funds on an advance basis. Manager shall not be entitled to a disbursement of the Funds to pay for costs incurred prior to June 1, 2023. Manager shall request and use the Funds solely for the purposes permitted under this Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of the Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City and the County. Manager may not request a disbursement of the Funds for any expenditure that is not itemized on or contemplated by the Budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the Budget; however, Manager may request, in writing, that funds be transferred between line items, with the City’s and the County’s approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in the request for payment.

(C) Draw Procedure.

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

(ii) Documentation. Each disbursement request shall include the following:

(a) For non-construction costs shown on the approved Budget, Manager shall submit a draw request form provided by the City and the County along with such other documentation or information requested by the City and the County relevant to the requested disbursement.

(b) For construction costs shown on the approved Budget, Manager shall submit a draw request form provided by the City and the County, with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City and the County, (ii) sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors, and materialmen with contracts for \$25,000 or more covering all work, labor, and materials for the work through the date of the disbursement and establishing that all such work, labor, and materials have been paid for in full, (iii) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein, and (iv) such other documentation or information requested by the City that a prudent construction lender might request. To the extent Messer and/or Manager collects any affidavits or lien waivers pursuant to this Agreement and/or the CMAR Agreement that are signed, fully-executed originals, then those signed, fully-executed originals shall be delivered to the City upon completion of construction as provided for herein.

(D) Estoppel Certification. A request for the disbursement of the Funds shall, unless otherwise indicated in writing at the time Manager makes such request, be deemed as a representation and certification by the requestor that (i) all work done and materials supplied to date are in accordance with the approved plans and specifications and in strict compliance with all legal requirements as of the date of the request, (ii) the construction is being completed in accordance with the approved Budget and construction schedule, and (iii) the requestor, the City, and the County have complied with all of their respective obligations under this Agreement. If Manager alleges that the City or the County has been or is then in default under this Agreement at the time either makes such request, and if the City and/or the County disputes such allegation, the City and the County shall not be obligated to make or authorize such disbursement(s) until the alleged default has been resolved.

Exhibit G

Additional Requirements

Manager and Messer 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. Manager 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 DECC Project, Manager, or Manager’s contractors, subcontractors or employees, either on the City’s part or with respect to any other governmental entity, and (b) the City and the County and their respective legal departments are not providing legal counsel to or creating attorney-client relationships with Manager 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 DECC Project, Manager, or its contractors and subcontractors. Because this Agreement requires that Manager 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 this Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Manager, even where such obligations are not imposed on Manager 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 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) Reserved.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati Ordinance No. 130-2002, this requirement is limited to transactions in which Manager receives City funds or other assistance (including, without limitation, the City’s construction of public improvements to specifically benefit the DECC Project, or the City’s sale of real property to Manager 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 Manager receives City funds or other assistance, Manager and its general contractor, prior to the commencement of construction of the DECC 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 Manager or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the DECC Project, and minority, female, and locally-owned contractors, and suppliers potentially involved with the construction of the DECC Project. At this meeting, Manager 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 DECC Project. Not later than 10 days following Manager’s and/or its general contractor’s meet and confer activity, Manager

shall provide to the City, in writing, a summary of Manager 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 ("**CMC**") Chapter 321. CMC 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 DECC Project, Manager is required to ensure that all contracts and subcontracts for the DECC 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 DECC Project receives \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the DECC 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 Manager 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 Manager; 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 14 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 DECC Project involves the displacement of tenants, Manager 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 CMC Chapter 740 or otherwise, Manager 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) Reserved.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the CMC (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. CMC Chapter 325 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 CMC (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Manager shall comply, and shall cause all contractors working on the DECC Project to comply, with all any prevailing wage requirements that may be applicable to the DECC 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, Manager shall make such payments or reimburse the City for such payments within 20 days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Manager 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 CMC, which provides for a "Prompt Payment System", may apply to this Agreement. CMC 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 Section 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 DECC Project may have any personal financial interest, direct or indirect, in Manager or in the DECC Project, and Manager 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, Manager and its general contractor shall use its best efforts to post available employment opportunities with Manager, the general contractor's organization, or the organization of any subcontractor working with Manager 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 CMC (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. CMC 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 CMC. 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 CMC) 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 CMC, 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 CMC, 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 CMC, 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 CMC, 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 CMC 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 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 DECC Project shall comply with the ADA, and (B) if (i) any building(s) within the DECC 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 Manager 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 DECC 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. Manager represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the DECC Project, Manager shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Manager or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Manager 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. Manager 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 Manager 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.

January 31, 2024

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Quitclaim of Water Main Easement Springdale Commerce Park,
E-718Q

202400388

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-718Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the City of Springdale, Hamilton County, Ohio.

The above-referenced Vacation Plat is being executed by the City of Cincinnati to release and quitclaim to Springdale Commerce Park Owner, LLC and Springdale Commerce Park 1-4 Owner, LLC, a portion of the City's rights and interests in a public utility easement, per the petition of Springdale Commerce Park Owner, LLC and Springdale Commerce Park 1-4 Owner LLC, the owners of the subject property. The Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer. The City Manager has determined, upon consultation with Greater Cincinnati Water Works, that the portion of the requested easement is not needed for any municipal purpose and recommends its release.

Springdale Commerce Park Owner, LLC and Springdale Commerce Park 1-4 Owner, LLC are wholly owned by Springdale Commerce Park Investor Holdings, LLC.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works



AUTHORIZING the City Manager to execute a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-718Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the City of Springdale, Hamilton County, Ohio.

WHEREAS, the City of Cincinnati is the holder of a public utility easement for a water main and associated appurtenances (“Easement”) in and upon certain real property more particularly identified as Hamilton County, Ohio Auditor’s Parcel ID Nos. 599-0010-0332 and 599-0010-0333 (“Property”); and

WHEREAS, the owners of the Property, Springdale Commerce Park 1-4 Owner, LLC and Springdale Commerce Park Owners Association, Inc. (“Petitioners”), have petitioned for the City to release and quitclaim its rights and interests in portions of the Easement, as depicted on a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-718Q attached to this ordinance as Attachment A and incorporated herein by reference (“Vacation Plat”); and

WHEREAS, the City Manager, upon consultation with Greater Cincinnati Water Works, has determined that the portions of the Easement requested by Petitioners to be released are not needed for any municipal purposes and therefore recommends the release of same; and

WHEREAS, the Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer, who has found it to be correct; 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 plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-718Q, attached to this ordinance as Attachment A and incorporated herein by reference, to release and quitclaim portions of a public utility easement granted to the City of Cincinnati across certain real property more particularly identified as Hamilton County, Ohio Auditor’s Parcel ID Nos. 599-0010-0332 and 599-0010-0333, for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances (“Easement”).

Section 2. That the Easement is not needed for any municipal purpose.

Section 3. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance including, without limitation, executing any and all ancillary agreements, plats, and other documents.

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



Legal Description

SITUATED IN SECTION 1, TOWN 2 EAST, ENTIRE RANGE 2, BTM, CITY OF SPRINGDALE, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF LOTS 4 AND 5 OF SPRINGDALE COMMERCE PARK AS RECORDED IN P.B. 482 PGS. 56-66, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF CROSSING AT THE PARK CONDOMINIUMS PHASE IX AS RECORDED IN P.B. 416 PGS. 80-81 SAID POINT BEING S11°49'44"W A DISTANCE OF 34.30 FEET FROM THE NORTHEAST CORNER OF SAID CONDOMINIUM;

THENCE THE FOLLOWING TWENTY THREE (23) COURSES;

1. ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 4.19 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 63.00 FEET, A DELTA OF 3°48'40" AND A CHORD BEARING N56°12'23"E DISTANCE OF 4.19 FEET;
2. N54°18'06"E A DISTANCE OF 28.07 FEET;
3. ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 15.87 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 387.00 FEET, A DELTA OF 2°20'59" AND A CHORD BEARING N53°07'37"E DISTANCE OF 15.87 FEET;
4. N63°23'40"E A DISTANCE OF 140.35 FEET;
5. N85°51'01"E A DISTANCE OF 1.62 FEET;
6. ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 66.79 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 437.00 FEET, A DELTA OF 8°45'23" AND A CHORD BEARING S38°09'41"W DISTANCE OF 66.72 FEET;
7. ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 69.69 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 87.00 FEET, A DELTA OF 45°54'07" AND A CHORD BEARING S22°34'43"E DISTANCE OF 67.85 FEET;
8. S00°22'14"W A DISTANCE OF 168.88 FEET;
9. ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 25.05 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 87.00 FEET, A DELTA OF 16°30'05" AND A CHORD BEARING S07°52'46"E DISTANCE OF 24.97 FEET;
10. S16°07'46"E A DISTANCE OF 200.53 FEET;
11. ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 20.47 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 113.00 FEET, A DELTA OF 10°23'00" AND A CHORD BEARING S08°09'41"W DISTANCE OF 20.45 FEET;
12. S05°44'55"E A DISTANCE OF 64.30 FEET;
13. S84°15'05"W A DISTANCE OF 50.00 FEET;
14. N05°43'55"W A DISTANCE OF 64.30 FEET;
15. ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 11.41 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 63.00 FEET, A DELTA OF 10°22'55" AND A CHORD BEARING N07°56'20"W DISTANCE OF 67.85 FEET;
16. N16°07'46"W A DISTANCE OF 200.53 FEET;
17. ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 38.45 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 137.00 FEET, A DELTA OF 16°30'05" AND A CHORD BEARING N07°52'46"W DISTANCE OF 38.32 FEET;
18. N00°22'14"E A DISTANCE OF 163.50 FEET;
19. N39°04'12"W A DISTANCE OF 40.51 FEET;
20. ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 21.84 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 437.00 FEET, A DELTA OF 2°51'50" AND A CHORD BEARING S83°13'36"W DISTANCE OF 21.84 FEET;
21. S54°18'06"W A DISTANCE OF 28.07 FEET;
22. ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 35.20 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 113.00 FEET, A DELTA OF 17°50'56" AND A CHORD BEARING S63°13'36"W DISTANCE OF 35.06 FEET;
23. S72°09'05"W A DISTANCE OF 16.71 FEET TO A POINT IN THE AFOREMENTIONED EAST LINE OF THE CROSSING AT THE PARK CONDOMINIUMS-PHASE IX; THENCE ALONG SAID EAST LINE, N11°49'44"E A DISTANCE OF 59.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.799 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM - SOUTH ZONE AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING SYSTEM (VRS).

THE CITY OF CINCINNATI HEREBY RELEASES AND QUIT-CLAIMS ALL ITS RIGHTS AND INTERESTS IN THE EXISTING WATERLINE EASEMENTS SHOWN ON THIS PLOT.

AUTHORIZED BY ORDINANCE NO. _____ - 20____ CITY OF CINCINNATI

BY: _____

PRINTED NAME: _____

TITLE: _____

COUNTY OF HAMILTON, SS:

STATE OF OHIO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____ (PRINTED NAME), THE _____ (TITLE) OF THE CITY OF CINCINNATI, AN OHIO MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION. THIS IS AN ACKNOWLEDGMENT. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THE NOTARIAL ACT CERTIFIED HEREBY.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

SR. ASSISTANT CITY SOLICITOR

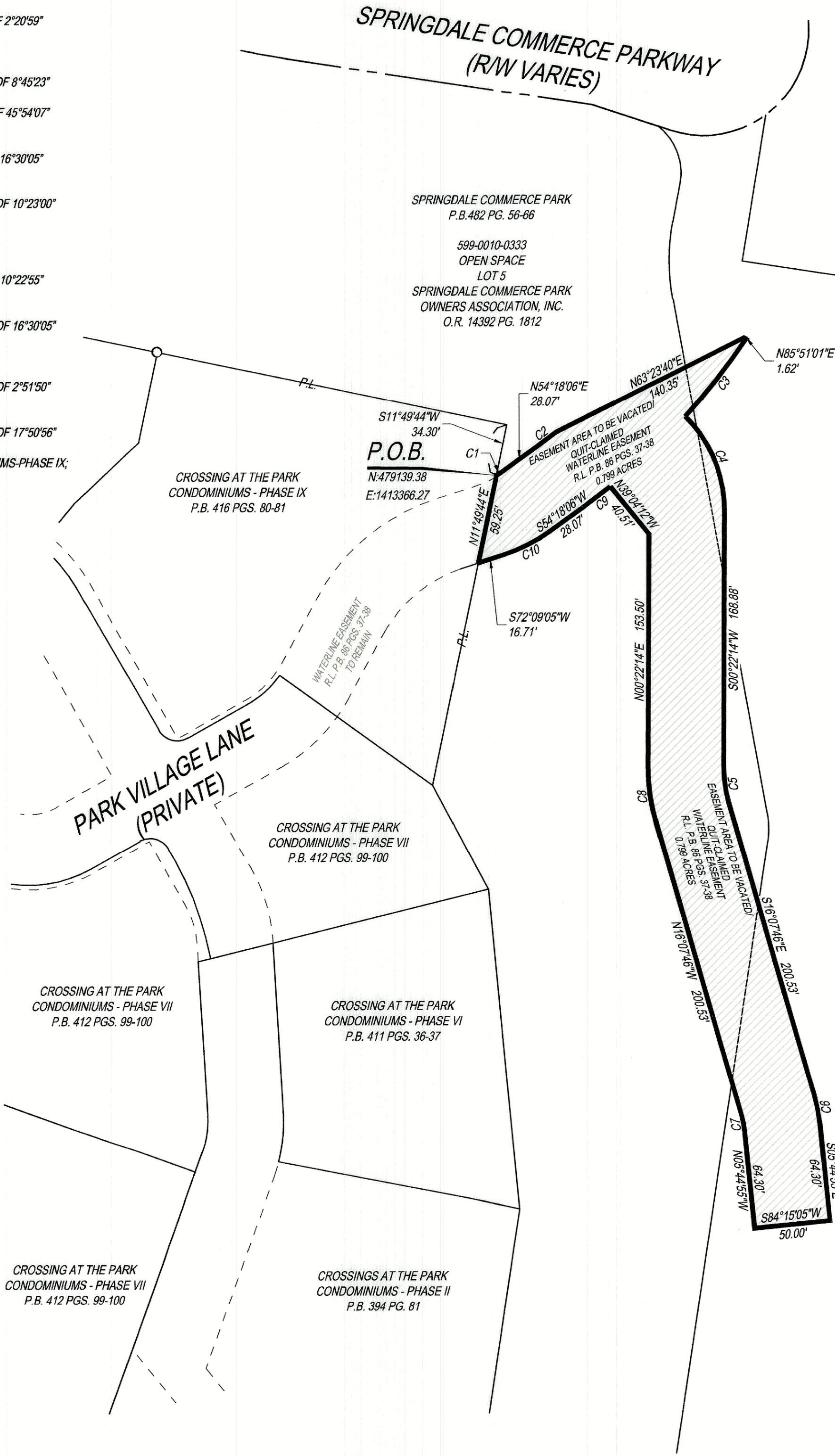
GREATER CINCINNATI WATER WORKS CHIEF ENGINEER

5/2/23
DATE

EASEMENT AREA TO BE VACATED

P.L. PROPERTY LINE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	63.00	4.19	3°48'40"	N56°12'23"E	4.19
C2	387.00	15.87	2°20'59"	N53°07'37"E	15.87
C3	437.00	66.79	8°45'23"	S38°09'41"W	66.72
C4	87.00	69.69	45°54'07"	S22°34'43"E	67.85
C5	87.00	25.05	16°30'05"	S07°52'46"E	24.97
C6	113.00	20.47	10°23'00"	S10°56'20"E	20.45
C7	63.00	11.41	10°22'55"	N10°56'20"W	11.40
C8	137.00	39.45	16°30'05"	N07°52'46"W	39.32
C9	437.00	21.84	2°51'50"	S52°52'13"W	21.84
C10	113.00	35.20	17°50'56"	S63°13'36"W	35.06



OWNER / DEVELOPER

SPRINGDALE COMMERCE PARK 1-4 OWNER, LLC
O.R. 14846 PG. 308

SPRINGDALE COMMERCE PARK OWNERS ASSOCIATION, INC.
O.R. 14392 PG. 1812

8800 KEYSTONE CROSSING #100 INDIANAPOLIS, IN. 46240

HORIZONTAL DATUM IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM
SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF
TRANSPORTATION'S VIRTUAL REFERENCE STATIONING SYSTEM (VRS).



VICINITY MAP
N.T.S.

VACATED AREA

SEGMENT #1 : CURVE
LENGTH: 4.19' RADIUS: 63.00'
DELTA: 003° 48' 40" TANGENT: 2.10'
CHORD: 4.19' COURSE: N56° 12' 23"E
COURSE IN: N31° 53' 17"W COURSE OUT: S35° 41' 57"E
RP NORTH: 477484.7543' EAST: 1407432.5188'
END NORTH: 477433.5929' EAST: 1407469.2813'

SEGMENT #2 : LINE
COURSE: N54° 18' 06"E LENGTH: 28.07'
NORTH: 477449.9722' EAST: 1407492.0770'

SEGMENT #3 : CURVE
LENGTH: 15.87' RADIUS: 387.00'
DELTA: 002° 20' 59" TANGENT: 7.94'
CHORD: 15.87' COURSE: N53° 07' 37"E
COURSE IN: N35° 41' 53"W COURSE OUT: S38° 02' 52"E
RP NORTH: 477764.2562' EAST: 1407266.2572'
END NORTH: 477459.4949' EAST: 1407504.7725'

SEGMENT #4 : LINE
COURSE: N63° 23' 40"E LENGTH: 140.35'
NORTH: 477922.3501' EAST: 1407630.2809'

SEGMENT #5 : LINE
COURSE: N85° 51' 01"E LENGTH: 1.62'
NORTH: 477522.4673' EAST: 1407631.8767'

SEGMENT #6 : CURVE
LENGTH: 66.79' RADIUS: 437.00'
DELTA: 008° 45' 23" TANGENT: 33.46'
CHORD: 66.72' COURSE: S38° 09' 41"W
COURSE IN: N56° 13' 07"W COURSE OUT: S47° 27' 37"E
RP NORTH: 477765.4628' EAST: 1407288.6658'
END NORTH: 477470.0071' EAST: 1407590.6518'

SEGMENT #7 : CURVE
LENGTH: 69.69' RADIUS: 87.00'
DELTA: 045° 54' 07" TANGENT: 36.84'
CHORD: 67.85' COURSE: S22° 34' 43"E
COURSE IN: S44° 28' 14"W COURSE OUT: S89° 37' 39"E
RP NORTH: 477407.3230' EAST: 1407528.7946'
END NORTH: 477407.3576' EAST: 1407616.7029'

SEGMENT #8 : LINE
COURSE: S00° 22' 14"W LENGTH: 168.88'
NORTH: 477238.4811' EAST: 1407615.6107'

SEGMENT #9 : CURVE

LENGTH: 25.05' RADIUS: 87.00'
DELTA: 016° 30' 05" TANGENT: 12.62'
CHORD: 24.97' COURSE: S07° 52' 46"E
COURSE IN: S89° 37' 43"E COURSE OUT: S73° 52' 12"W
RP NORTH: 477237.9172' EAST: 1407702.6088'
END NORTH: 477213.7469' EAST: 1407619.0338'

SEGMENT #10 : LINE
COURSE: S16° 07' 46"E LENGTH: 200.53'
NORTH: 477021.1104' EAST: 1407674.7427'

SEGMENT #11 : CURVE
LENGTH: 20.47' RADIUS: 113.00'
DELTA: 010° 23' 00" TANGENT: 10.27'
CHORD: 20.45' COURSE: S10° 56' 20"E
COURSE IN: S73° 52' 11"W COURSE OUT: N84° 15' 10"E
RP NORTH: 476989.7165' EAST: 1407566.1912'
END NORTH: 477001.0320' EAST: 1407676.6233'

SEGMENT #12 : LINE
COURSE: S05° 44' 55"E LENGTH: 64.30'
NORTH: 476937.0554' EAST: 1407685.0639'

SEGMENT #13 : LINE
COURSE: S84° 15' 05"W LENGTH: 50.00'
NORTH: 476932.0472' EAST: 1407635.3153'

SEGMENT #14 : LINE
COURSE: N05° 44' 55"W LENGTH: 64.30'
NORTH: 476996.0238' EAST: 1407628.8748'

SEGMENT #15 : CURVE
LENGTH: 11.41' RADIUS: 63.00'
DELTA: 010° 22' 55" TANGENT: 5.72'
CHORD: 11.40' COURSE: N10° 56' 20"W
COURSE IN: S84° 15' 08"W COURSE OUT: N73° 52' 13"E
RP NORTH: 476989.7144' EAST: 1407566.1915'
END NORTH: 477007.2167' EAST: 1407628.7115'

SEGMENT #16 : LINE
COURSE: N16° 07' 46"W LENGTH: 200.53'
NORTH: 477198.8531' EAST: 1407571.0026'

SEGMENT #17 : CURVE
LENGTH: 39.45' RADIUS: 137.00'
DELTA: 016° 30' 05" TANGENT: 19.87'
CHORD: 39.32' COURSE: N07° 52' 46"W
COURSE IN: N73° 52' 12"E COURSE OUT: N89° 37' 43"W
RP NORTH: 477237.9141' EAST: 1407702.6094'
END NORTH: 477238.8019' EAST: 1407565.6122'

SEGMENT #18 : LINE
COURSE: N00° 22' 14"E LENGTH: 153.50'
NORTH: 477392.2987' EAST: 1407566.6050'

SEGMENT #19 : LINE
COURSE: N38° 04' 12"W LENGTH: 40.51'
NORTH: 477423.7487' EAST: 1407541.0727'

SEGMENT #20 : CURVE
LENGTH: 21.84' RADIUS: 437.00'
DELTA: 002° 51' 50" TANGENT: 10.92'
CHORD: 21.84' COURSE: S52° 52' 13"W
COURSE IN: N38° 33' 41"W COURSE OUT: S35° 41' 52"E
RP NORTH: 477765.4578' EAST: 1407288.6676'
END NORTH: 477410.5666' EAST: 1407523.6804'

SEGMENT #21 : LINE
COURSE: S54° 18' 06"W LENGTH: 28.07'
NORTH: 477394.1872' EAST: 1407500.8647'

SEGMENT #22 : CURVE
LENGTH: 35.20' RADIUS: 113.00'
DELTA: 017° 50' 58" TANGENT: 17.74'
CHORD: 35.06' COURSE: S63° 13' 36"W
COURSE IN: N55° 41' 52"W COURSE OUT: S17° 50' 55"E
RP NORTH: 477485.9552' EAST: 1407434.9281'
END NORTH: 477378.3940' EAST: 1407469.5633'

SEGMENT #23 : LINE
COURSE: S72° 09' 05"W LENGTH: 16.71'
NORTH: 477373.2724' EAST: 1407453.6575'

SEGMENT #24 : LINE
COURSE: N11° 49' 44"E LENGTH: 59.25'
NORTH: 477431.2841' EAST: 1407465.8032'

PERIMETER: 1526.62' AREA: 0.799 ACRES
PRECISION 1: 354486.05

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A SURVEY MADE UNDER MY DIRECTION.

RANDY C. WOLFE
OHIO PROFESSIONAL SURVEYOR NO. 8033

4-24-23
DATE


THE KLEINGERS GROUP
CIVIL ENGINEERING
SURVEYING
LANDSCAPE ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
513.779.7851

SEAL:



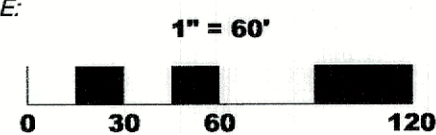
NO.	DATE	DESCRIPTION
1.	9-5-2019	EASEMENT VACATION-JDB
2.	10-10-2019	COMMENTS-JDB
3.	4-6-2023	REVISIONS - JDB

WSL NO. 3462
WATERMAIN EASEMENT
VACATION PLAT
SPRINGDALE COMMERCE PARK
E - 718Q MF 14993
SEC. 1, TOWN 2, ENTIRE RANGE 1, BTM.
SPRINGFIELD TOWNSHIP, CITY OF SPRINGDALE
HAMILTON COUNTY, OHIO

PROJECT NO: 150701VMS005

DATE: 9-5-2019

SCALE:



SHEET NAME:

SPRINGDALE
COMMERCE PARK

SHEET NO.

1 OF 1

January 31, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

Subject: Ordinance Quitclaim of Water Main Easement Springdale Commerce Park, E-710Q

202400389

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-710Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the City of Springdale, Hamilton County, Ohio.

The above-referenced Vacation Plat is being executed by the City of Cincinnati to release and quitclaim to Springdale Commerce Park Owner, LLC and Springdale Commerce Park 1-4 Owner, LLC, a portion of the City's rights and interests in a public utility easement, per the petition of Springdale Commerce Park Owner, LLC and Springdale Commerce Park 1-4 Owner LLC, the owners of the subject property. The Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer. The City Manager has determined, upon consultation with Greater Cincinnati Water Works, that the portion of the requested easement is not needed for any municipal purpose and recommends its release.

Springdale Commerce Park Owner, LLC and Springdale Commerce Park 1-4 Owner, LLC are wholly owned by Springdale Commerce Park Investor Holdings, LLC.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works



AUTHORIZING the City Manager to execute a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-710Q to release and quitclaim portions of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the City of Springdale, Hamilton County, Ohio.

WHEREAS, the City of Cincinnati is the holder of a public utility easement for a water main and associated appurtenances (“Easement”) in and upon certain real property more particularly identified as Hamilton County, Ohio Auditor’s Parcel ID Nos. 599-0010-0334 and 599-0010-0329 (“Property”); and

WHEREAS, the owners of the Property, Springdale Commerce Park 1-4 Owner, LLC and Springdale Commerce Park Owner, LLC (“Petitioners”), have petitioned for the City to release and quitclaim its rights and interests in portions of the Easement, as depicted on a plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-710Q attached to this ordinance as Attachment A and incorporated herein by reference (“Vacation Plat”); and

WHEREAS, the City Manager, upon consultation with Greater Cincinnati Water Works, has determined that the portions of the Easement requested by Petitioners to be released are not needed for any municipal purposes and therefore recommends the release of same; and

WHEREAS, the Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer, who has found it to be correct; 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 plat entitled WSL No. 3462 Watermain Easement Vacation Plat, Springdale Commerce Park, E-710Q, attached to this ordinance as Attachment A and incorporated herein by reference, to release and quitclaim portions of a public utility easement granted to the City of Cincinnati across certain real property more particularly identified as Hamilton County, Ohio Auditor’s Parcel ID Nos. 599-0010-0334 and 599-0010-0329, for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances (“Easement”).

Section 2. That the Easement is not needed for any municipal purpose.

Section 3. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance including, without limitation, executing any and all ancillary agreements, plats, and other documents.

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



Legal Description

AREA "1"
SITUATED IN SECTION 1, TOWN 2 EAST, ENTIRE RANGE 2, BTM, CITY OF SPRINGDALE, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF A LOT 1 OF SPRINGDALE COMMERCE PARK AS RECORDED IN P.B. 482 PGS. 56-66, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT OF WAY LINE OF SPRINGDALE COMMERCE PARKWAY, SAID POINT BEING 159°32'23"W A DISTANCE OF 27.48 FEET AND ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 94.51 FEET FROM THE SOUTHWEST CORNER OF LOT 7, SAID CURVE HAVING A RADIUS OF 430.00 FEET, A DELTA OF 12°35'35" AND A CHORD BEARING N85°50'13"W DISTANCE OF 94.32 FEET;

THENCE CONTINUING, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 50.61 FEET SAID CURVE HAVING A RADIUS OF 430.00 FEET, A DELTA OF 6°44'35" AND A CHORD BEARING N75°30'16"W DISTANCE OF 50.58 FEET;

THENCE THE FOLLOWING THREE (3) COURSES:

1. N08°58'03"E A DISTANCE OF 70.31 FEET;
2. N40°13'32"W A DISTANCE OF 38.80 FEET;
3. N81°01'57"W A DISTANCE OF 297.97 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF PRINCETON PIKE;

THENCE ALONG SAID EAST RIGHT OF WAY LINE, N02°08'56"W A DISTANCE OF 16.70 FEET;

THENCE CONTINUING, ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 43.88 FEET SAID CURVE HAVING A RADIUS OF 3146.50 FEET, A DELTA OF 00°47'56" AND A CHORD BEARING N05°14'55"E DISTANCE OF 43.88 FEET;

THENCE THE FOLLOWING EIGHT (8) COURSES:

1. S81°01'57"E A DISTANCE OF 303.82 FEET;
2. N06°58'03"E A DISTANCE OF 52.07 FEET;
3. S81°01'57"E A DISTANCE OF 94.82 FEET;
4. S08°58'03"W A DISTANCE OF 30.89 FEET;
5. S81°01'57"E A DISTANCE OF 44.17 FEET;
6. S08°58'03"W A DISTANCE OF 76.14 FEET;
7. S70°11'53"W A DISTANCE OF 54.66 FEET;
8. S08°58'03"W A DISTANCE OF 80.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.848 ACRES OF LAND, MORE OR LESS AND BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM - SOUTH ZONE AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING SYSTEM (VRS).

Legal Description

AREA "2"

SITUATED IN SECTION 1, TOWN 2 EAST, ENTIRE RANGE 2, BTM, CITY OF SPRINGDALE, SPRINGFIELD TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF A LOT 6 OF SPRINGDALE COMMERCE PARK AS RECORDED IN P.B. 482 PGS. 56-66, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6;

THENCE ALONG THE LINES OF A 4.2811 ACRE (DEED) PARCEL OF LAND CONVEYED TO NES COMMERCIAL, LLC IN O.R. 13265 PG. 1894 THE FOLLOWING THREE (3) COURSE:

1. N64°31'19"W A DISTANCE OF 38.47 FEET;
2. N03°55'32"W A DISTANCE OF 60.79 FEET;
3. S64°22'06"W A DISTANCE OF 38.65 FEET;

THENCE N57°49'39"E A DISTANCE OF 36.20 FEET;

THENCE N08°58'03"E A DISTANCE OF 321.51 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF SPRINGDALE COMMERCE PARKWAY;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 50.70 FEET SAID CURVE HAVING A RADIUS OF 370.00 FEET, A DELTA OF 07°51'03" AND A CHORD BEARING S74°36'04"E DISTANCE OF 50.66 FEET;

THENCE S08°58'03"W DISTANCE OF 346.71 FEET;

THENCE S25°24'32"E DISTANCE OF 26.76 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE OF CROSSINGS COURT;

THENCE ALONG SAID RIGHT OF WAY LINE, S37°40'21"W DISTANCE OF 21.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.438 ACRES OF LAND, MORE OR LESS AND BEING SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM - SOUTH ZONE AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING SYSTEM (VRS).

THE CITY OF CINCINNATI HEREBY RELEASES AND QUIT-CLAIMS ALL ITS RIGHTS AND INTERESTS IN THE EXISTING WATERLINE EASEMENTS SHOWN ON THIS PLOT.

AUTHORIZED BY ORDINANCE NO. _____ 20 _____ CITY OF CINCINNATI

BY: _____

PRINTED NAME: _____

TITLE: _____

COUNTY OF HAMILTON, SS:

STATE OF OHIO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____, BY _____ (PRINTED NAME), THE _____ (TITLE) OF THE CITY OF CINCINNATI, AN OHIO MUNICIPAL CORPORATION, ON BEHALF OF THE MUNICIPAL CORPORATION. THIS IS AN ACKNOWLEDGMENT. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THE NOTARIAL ACT CERTIFIED HEREBY.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM: _____

SR. ASSISTANT CITY SOLICITOR


GREATER CINCINNATI WATER WORKS CHIEF ENGINEER

5/2/23
DATE

OWNER / DEVELOPER

SPRINGDALE COMMERCE PARK 1-4 OWNER, LLC
O.R. 14846 PG. 308

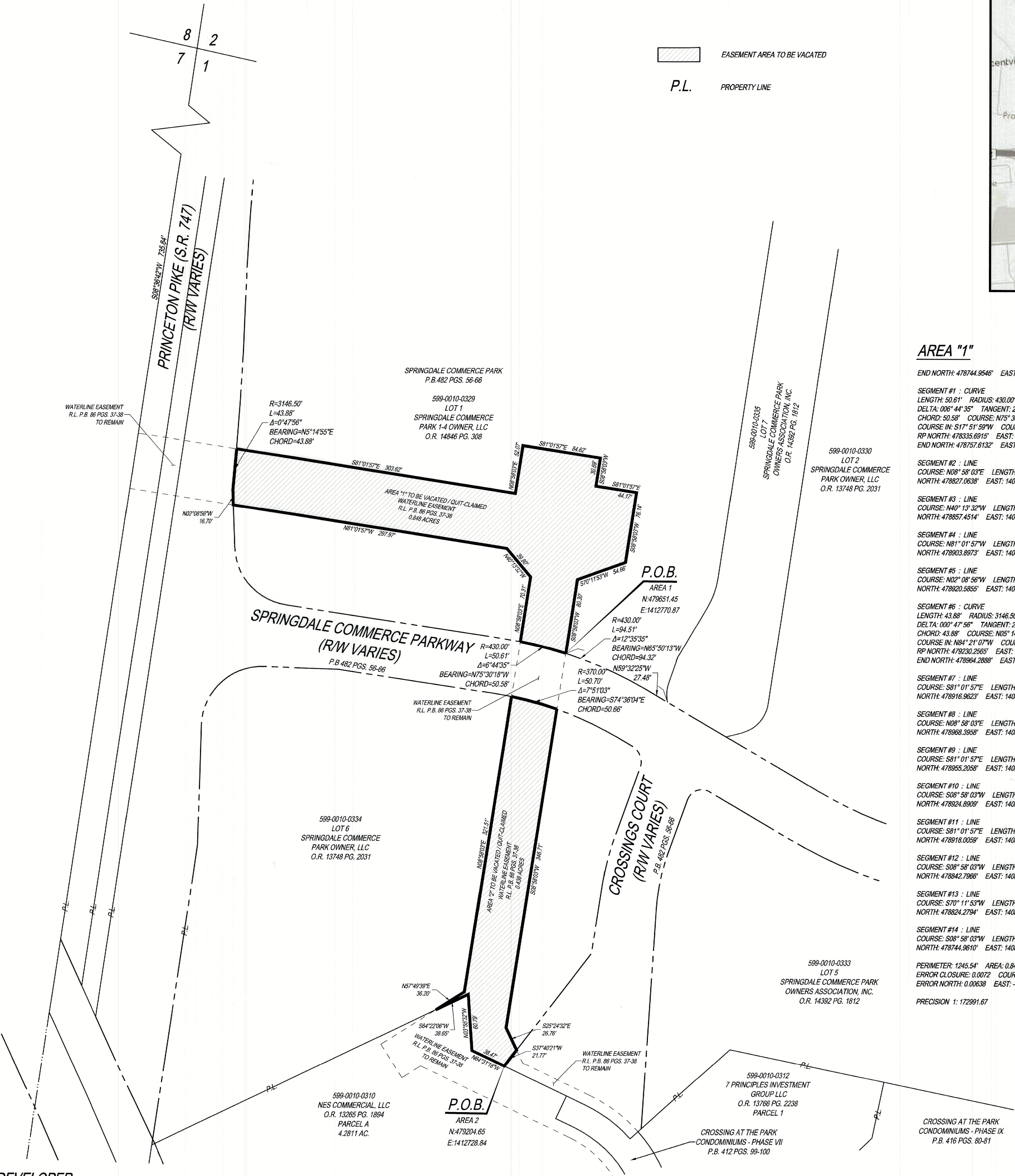
SPRINGDALE COMMERCE PARK OWNERS ASSOCIATION, INC.
O.R. 14392 PG. 1812

8900 KEYSTONE CROSSING #100 INDIANAPOLIS, IN. 46240

HORIZONTAL DATUM IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING SYSTEM (VRS).

EASEMENT AREA TO BE VACATED

P.L. PROPERTY LINE



VICINITY MAP
N.T.S

AREA "1"

END NORTH: 478744.9546' EAST: 1408411.8588'

SEGMENT #1 : CURVE
LENGTH: 50.61' RADIUS: 430.00'
DELTA: 006°44'35" TANGENT: 25.33'
CHORD: 50.58' COURSE: N75°30'16"W
COURSE IN: S17°51'59"W COURSE OUT: N11°07'25"E
RP NORTH: 478335.6915' EAST: 1408279.9355'
END NORTH: 478757.6132' EAST: 1408362.8938'

SEGMENT #2 : LINE
COURSE: N08°58'03"E LENGTH: 70.31'
NORTH: 478827.0638' EAST: 1408373.8534'

SEGMENT #3 : LINE
COURSE: N40°13'32"W LENGTH: 39.80'
NORTH: 478857.4514' EAST: 1408348.1506'

SEGMENT #4 : LINE
COURSE: N81°01'57"W LENGTH: 297.97'
NORTH: 478903.8973' EAST: 1408053.8227'

SEGMENT #5 : LINE
COURSE: N02°08'56"W LENGTH: 16.70'
NORTH: 478920.5855' EAST: 1408053.1965'

SEGMENT #6 : CURVE
LENGTH: 43.88' RADIUS: 3146.50'
DELTA: 007°51'03" TANGENT: 25.39'
CHORD: 50.66' COURSE: S74°36'04"E
COURSE IN: S11°28'24"W COURSE OUT: N19°19'28"E
RP NORTH: 478335.6933' EAST: 1408279.9300'
END NORTH: 478694.8475' EAST: 1408402.3693'

SEGMENT #7 : LINE
COURSE: S81°01'57"E LENGTH: 303.62'
NORTH: 478916.9623' EAST: 1408357.1199'

SEGMENT #8 : LINE
COURSE: N08°58'03"E LENGTH: 52.07'
NORTH: 478968.3958' EAST: 1408365.2363'

SEGMENT #9 : LINE
COURSE: S81°01'57"E LENGTH: 84.62'
NORTH: 478955.2058' EAST: 1408448.8220'

SEGMENT #10 : LINE
COURSE: S08°58'03"W LENGTH: 30.69'
NORTH: 478924.8909' EAST: 1408444.0382'

SEGMENT #11 : LINE
COURSE: S81°01'57"E LENGTH: 44.17'
NORTH: 478918.0059' EAST: 1408487.6683'

SEGMENT #12 : LINE
COURSE: S08°58'03"W LENGTH: 76.14'
NORTH: 478842.7968' EAST: 1408475.8000'

SEGMENT #13 : LINE
COURSE: S70°11'53"W LENGTH: 54.66'
NORTH: 478824.2794' EAST: 1408424.3721'

SEGMENT #14 : LINE
COURSE: S08°58'03"W LENGTH: 80.30'
NORTH: 478744.9610' EAST: 1408411.8554'

PERIMETER: 1245.54' AREA: 0.848 ACRES
ERROR CLOSURE: 0.0072 COURSE: N27°49'53"W
ERROR NORTH: 0.00638 EAST: -0.00337

PRECISION 1: 172991.67

AREA "2"

NORTH: 478900.9676' EAST: 1408346.5078'

SEGMENT #1 : LINE
COURSE: N84°31'18"W LENGTH: 38.47'
NORTH: 478317.5162' EAST: 1408311.7791'

SEGMENT #2 : LINE
COURSE: N03°55'32"W LENGTH: 60.79'
NORTH: 478378.1636' EAST: 1408303.6174'

SEGMENT #3 : LINE
COURSE: S64°22'06"W LENGTH: 38.65'
NORTH: 478361.4442' EAST: 1408272.7708'

SEGMENT #4 : LINE
COURSE: N57°49'39"E LENGTH: 36.20'
NORTH: 478380.7196' EAST: 1408303.4123'

SEGMENT #5 : LINE
COURSE: N08°58'03"E LENGTH: 321.51'
NORTH: 478698.2998' EAST: 1408353.5274'

SEGMENT #6 : CURVE
LENGTH: 50.70' RADIUS: 370.00'
DELTA: 007°51'03" TANGENT: 25.39'
CHORD: 50.66' COURSE: S74°36'04"E
COURSE IN: S11°28'24"W COURSE OUT: N19°19'28"E
RP NORTH: 478335.6933' EAST: 1408279.9300'
END NORTH: 478694.8475' EAST: 1408402.3693'

SEGMENT #7 : LINE
COURSE: S08°58'03"W LENGTH: 346.71'
NORTH: 478342.3754' EAST: 1408348.3261'

SEGMENT #8 : LINE
COURSE: S25°24'32"E LENGTH: 26.76'
NORTH: 478318.2039' EAST: 1408359.8082'

SEGMENT #9 : LINE
COURSE: S37°40'21"W LENGTH: 21.77'
NORTH: 478300.9726' EAST: 1408346.5035'

PERIMETER: 941.56' AREA: 0.438 ACRES
ERROR CLOSURE: 0.0066 COURSE: N40°42'51"W
ERROR NORTH: 0.00499 EAST: -0.00429

PRECISION 1: 142680.61



CIVIL ENGINEERING www.kleingers.com
SURVEYING
LANDSCAPE ARCHITECTURE
6219 Centre Park Dr.
West Chester, OH 45069
513.779.7851

SEAL:



NO.	DATE	DESCRIPTION
1.	9-5-2019	EASEMENT VACATION-JDB
2.	10-10-2019	COMMENTS-JDB
3.	4-10-2023	REVISIONS-JDB

WSL NO. 3462
WATERMAIN EASEMENT
VACATION PLAT
SPRINGDALE COMMERCE PARK
E - 710Q MF14993
SEC. 1, TOWN 2, ENTIRE RANGE 1, BTM.
SPRINGFIELD TOWNSHIP
CITY OF SPRINGDALE
HAMILTON COUNTY, OHIO

PROJECT NO: 150701VMS005

DATE: 9-5-2019

SCALE: 1" = 60'
0 30 60 120

SHEET NAME:

SPRINGDALE
COMMERCE PARK

SHEET NO.

1 OF 1

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A SURVEY MADE UNDER MY DIRECTION.


RANDY C. WOLFE
OHIO PROFESSIONAL SURVEYOR NO. 8033
4-24-23
DATE

January 31, 2024

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Quitclaim of Water Main Easement Anderson Township, E-1107-Q

202400390

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to execute a plat entitled Water Main Easement Vacation Plat E1107-Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the J. Eggleston Military Survey No. 609, Anderson Township, Hamilton County, Ohio.

The above-referenced Vacation Plat is being executed by the City of Cincinnati to release and quitclaim to Anderson Investors OH, LLC a portion of the City's rights and interests in a public utility easement, per the petition of Anderson Investors OH, LLC, the owner of the subject property. The Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer. The City Manager has determined, upon consultation with Greater Cincinnati Water Works, that the portion of the requested easement is not needed for any municipal purpose and recommends its release.

Anderson Investors OH, LLC is wholly owned by Victory Real Estate Investments, LLC. No owner of Victory Real Estate Investments, LLC holds an interest of twenty percent or greater in Victory Real Estate Investments, LLC.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works



AUTHORIZING the City Manager to execute a plat entitled Water Main Easement Vacation Plat E-1107-Q to release and quitclaim a portion of a public utility easement held by the City of Cincinnati for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances located in and upon certain real property located in the J. Eggleston Military Survey No. 609, Anderson Township, Hamilton County, Ohio.

WHEREAS, the City of Cincinnati is the holder of a public utility easement for a water main and associated appurtenances (“Easement”) in and upon certain real property more particularly identified as Hamilton County, Ohio Auditor’s Parcel ID No. 500-0202-0197-00 (“Property”); and

WHEREAS, the owner of the Property, Anderson Investors OH, LLC, a Delaware limited liability company (“Petitioner”), has petitioned for the City to release and quitclaim its rights and interests in a portion of the Easement, as depicted on a plat entitled Water Main Easement Vacation Plat E-1107-Q attached to this ordinance as Attachment A and incorporated herein by reference (“Vacation Plat”); and

WHEREAS, the City Manager, upon consultation with Greater Cincinnati Water Works, has determined that the portion of the Easement requested by Petitioner to be released is not needed for any municipal purposes and therefore recommends the release of same; and

WHEREAS, the Vacation Plat has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer, who has found it to be correct; 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 plat entitled Water Main Easement Vacation Plat E-1107-Q, attached to this ordinance as Attachment A and incorporated herein by reference, to release and quitclaim a portion of a public utility easement granted to the City of Cincinnati across certain real property more particularly identified as Hamilton County, Ohio Auditor’s Parcel ID No. 500-0202-0197-00, for the use and benefit of Greater Cincinnati Water Works for a water main and associated appurtenances (“Easement”).

Section 2. That the Easement is not needed for any municipal purpose.

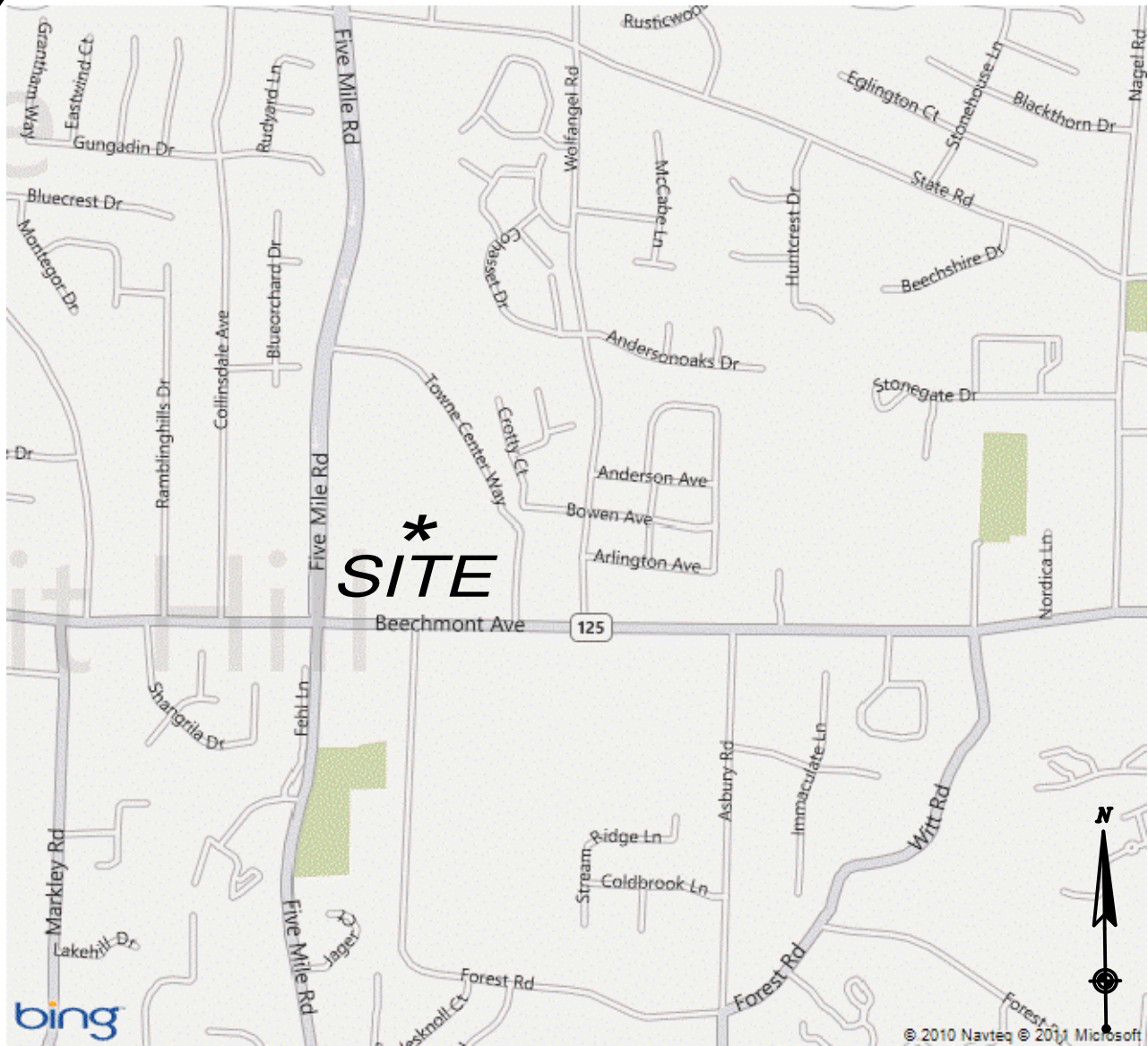
Section 3. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance including, without limitation, executing any and all ancillary agreements, plats, and other documents.

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



VICINITY MAP
NOT TO SCALE

The City of Cincinnati hereby releases and quit-claims all its rights and interests in the exiting waterline easements shown on this plat.
Authorized by Ordinance No. _____ - 20____
CITY OF CINCINNATI

By: _____
Printed Name: _____
Title: _____

County of Hamilton)
State of Ohio)

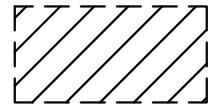
The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____ (printed name), the _____ (title) of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public: _____
My Commission expires: _____

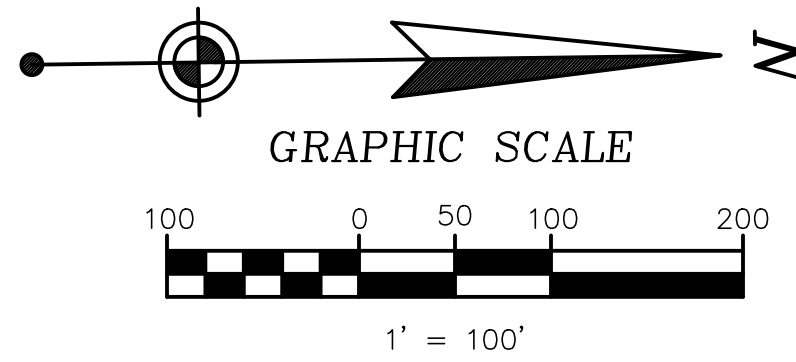
Approved as to form:

Sr. Assistant City Solicitor

Greater Cincinnati Water Works Chief Engineer Date

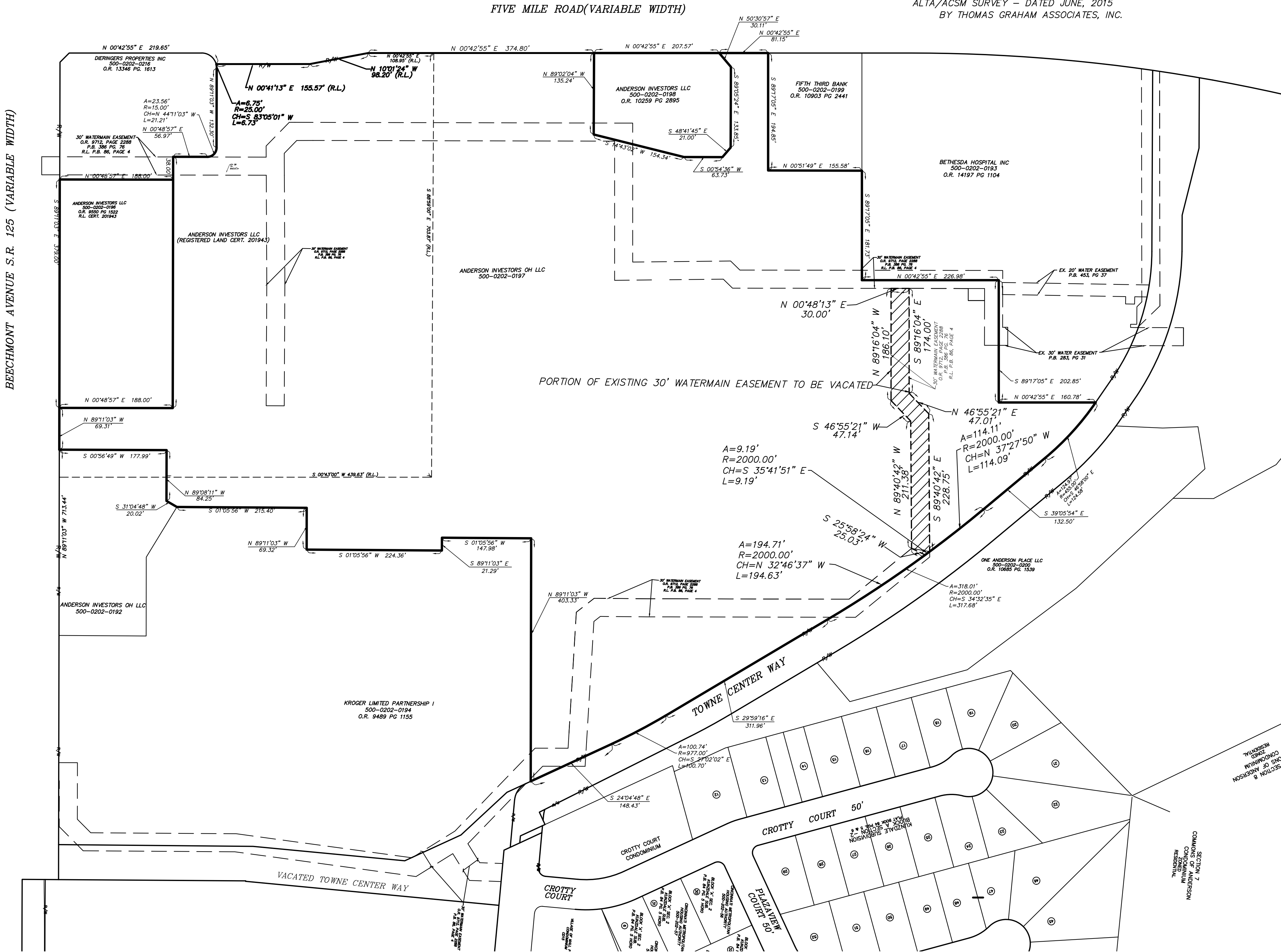


INDICATES EXISTING WATER MAIN EASEMENT AREA TO BE VACATED



BASIS OF BEARINGS
NORTH BASED ON BEARINGS CONTAINED IN R.L. CERT NO. 201943

REFERENCE SURVEYS:
3rd. REVISION TO THE PLAT OF ANDERSON TOWNE CENTER
BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATED 3/4/04
SURVEY PLAT - PLAN OF PROPERTY PARCEL 4
BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATED 12/5/05
SURVEY PLAT - PLAN OF PROPERTY PARCEL 5
BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC. DATED 12/5/05
SURVEY PLAT - DATED DECEMBER, 2014
BY THOMAS GRAHAM ASSOCIATES, INC.
ALTA/ACSM SURVEY - DATED JUNE, 2015
BY THOMAS GRAHAM ASSOCIATES, INC.



Jason L. Kaffenberger
JASON L. KAFFENBERGER, P.S. 8428 IN OHIO

THOMAS
GRAHAM
ASSOCIATES, INC.
• Engineers
• Surveyors

803 Compton Road
Cincinnati, Ohio 45231
513-521-4760
Fax # 521-2439

Date: OCT. 23, 2015
Scale: AS SHOWN
Job No: 7912

Revisions	
No.	Date
1	GCWW COMMENTS 11/3/22

WATER MAIN EASEMENT VACATION PLAT E-1107-Q

WSL #2653 / MF #2852
ANDERSON TOWNE CENTER
SITUATED IN
PART OF JOSEPH EGLESTON MILITARY SURVEY NO. 609
ANDERSON TOWNSHIP
HAMILTON COUNTY
STATE OF OHIO

Drawn By: J. KAFFENBERGER

Job No: 7912-15

ACAD FILENAME: 7912_BASE.dwg

January 31, 2024

To: Mayor and Members of City Council
From: Sheryl M.M. Long, City Manager
Subject: Ordinance Accepting and Confirming the Grant of a Public Utility Easement at Rybolt Run Subdivision

202400394

Attached is an Ordinance captioned:

ACCEPTING AND CONFIRMING the grant of a public utility easements in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled Watermain Easement Dedication Plat, WSL #3688, E1096, Rybolt Run Subdivision, as recorded in Plat Book 492, Page 37, Hamilton County, Ohio Recorder's Office.

The above easement is being granted to the City of Cincinnati by JOSTTO Group, LLC, an Ohio limited liability company, for water mains and related fixtures, equipment, and appurtenances through certain real property located in Green Township, Hamilton County, Ohio. The easement has been examined and approved as to its technical features by the Greater Cincinnati Water Works Chief Engineer.

The Administration recommends passage of this Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works



ACCEPTING AND CONFIRMING the grant of a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio in accordance with the plat entitled Watermain Easement Dedication Plat WSL 3688, E1096, Rybolt Run Subdivision, as recorded in Plat Book 492, Page 37, Hamilton County, Ohio Recorder's Office.

WHEREAS, JOSTTO Group, LLC, an Ohio limited liability company, has granted a public utility easement in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in Green Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Watermain Easement Dedication Plat WSL 3688, E1096, Rybolt Run Subdivision, as recorded in Plat Book 492, Page 37, Hamilton County, Ohio Recorder's Office ("Easement Plat"); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easement; now, therefore,

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

Section 1. That the public utility easement granted by JOSTTO Group, LLC, an Ohio limited liability company, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in Green Township, Hamilton County, Ohio, as more particularly depicted and described on the plat entitled Watermain Easement Dedication Plat WSL 3688, E1096, Rybolt Run Subdivision, as recorded in Plat Book 492, Page 37, Hamilton County, Ohio Recorder's Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by the public utility easement is more particularly described as follows:

Situate in Section 35, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio, and being more particularly described as follows:

Being a 30-foot-wide watermain easement encumbering portions of Lots 1-11 of the Rybolt Run Subdivision as recorded in Plat Book 495, Pages 45-47, Hamilton County, Ohio Records.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder’s Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

202400381

Date: January 31, 2024

To: Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor EESW
Subject: Emergency Ordinance – 2024 Council Code of Conduct

Transmitted herewith is an emergency ordinance captioned as follows:

ADOPTING a Council Code of Conduct pursuant to Section 101-45, “Code of Conduct,” of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

EESW/CMZ(dmm)
Attachment
396343

EMERGENCY

City of Cincinnati

CMZ

FE3W

An Ordinance No. _____

-2024

ADOPTING a Council Code of Conduct pursuant to Section 101-45, "Code of Conduct," of the Cincinnati Municipal Code to govern conduct by Councilmembers and their staff.

WHEREAS, on December 16, 2020, Council passed Ordinance 384-2020, establishing the Economic Development Reform Panel ("EDRP"), with a mission of studying the City's development process and making recommendations regarding best practices regarding economic development to insulate the development process from political influence and cronyism; and

WHEREAS, on July 29, 2021, the EDRP submitted its report and recommendations to Council, which included that Council and the Mayor adopt and abide by Codes of Conduct setting out expected behaviors for elected officials particularly in relation to the development process; and

WHEREAS, on October 20, 2021, Council amended Chapter 101 of the Cincinnati Municipal Code to create new Section 101-45, "Code of Conduct," to require City Council to adopt and abide by a code of conduct as recommended by the EDRP; and

WHEREAS, the attached Code of Conduct contains guidelines to promote the aspirational goals of good, open government; and

WHEREAS, Council wishes to adopt the attached Code of Conduct for members of Council and their staff; now, therefore,

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

Section 1. That pursuant to Cincinnati Municipal Code Section 101-45, Council approves and adopts the attached Council Code of Conduct which will govern the conduct of members of Council and their staff.

Section 2. 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 put Codes of Conduct in place as required by Section 101-45

of the Cincinnati Municipal Code to govern the behavior of elected officials and their staff in order to restore public trust.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

City Council

Code of Conduct

- 1) Recognize the charter role of the Mayor, Council, and City Manager, particularly in contracting, development projects, and incentives;
- 2) Recognize the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commissions or the zoning hearing examiner;
- 3) Cultivate a culture of reporting of conflicts of interest and unethical conduct to the City Manager, City Solicitor, Ohio Ethics Commission, or other appropriate authority, and a commitment to avoid retaliating against those who report suspected conflicts or unethical conduct;
- 4) Commit to understanding and following the applicable ethics and conflict of interest laws (<https://ethics.ohio.gov/education/factsheets/EthicsLawOverview.pdf>);
- 5) Commit to attend training at least annually on Ohio ethics laws and other state and local laws pertinent to the role of the Council;
- 6) Commit to never use City resources or personnel for political activity;
- 7) Support the integrity of the City's development processes and prompt public trust by directing inquiries from developers related to financial assistance or land use approvals to the City Manager's Office so that they can be handled uniformly and through transparent City administrative processes;
- 8) Commit to taking official actions on City funding and appropriation priorities in an open, transparent, and public manner;
- 9) Not use City resources or personnel to disclose confidential information obtained through the performance of City work for private gain or publicity or as prohibited by Ohio Revised Code section 102.03(B);
- 10) Adhere to all applicable laws and regulations that provide equal opportunity for all persons regardless of race, color, religion, gender, gender identity, gender expression, national origin, age, sex, sexual orientation, sexual or reproductive health decisions, natural hairstyle, disability, military status, familial status, housing status, or breastfeeding status;
- 11) Report, without undue delay, to the City Manager, City Solicitor, Ohio Ethics Commission, or other appropriate authority, conduct in the performance of official duties that is reasonably believed to violate the law or reasonably believed to violate this code of conduct.



202400118

Jan-Michele Lemon Kearney
Vice Mayor

January 8, 2024

Motion

We move that City Council establish a Childcare Task Force to report to the Healthy Neighborhoods Committee.

We further suggest that the City Manager appoint Liz Keating as the Chair of the Childcare Task Force after her term on Council has expired.

We further move that the Chair of the Childcare Taskforce recommend members to the City Manager for appointment to the taskforce, and for City Council's confirmation.

Vice Mayor Jan-Michele Lemon Kearney

Councilmember Scotty Johnson