



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, May 1, 2024

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

1. [202401283](#) **MOTION**, submitted by Mayor Aftab Pureval, **WE MOVE** that the Administration provide a report in 60 days regarding the "*Cincinnati Futures Commission, A Vision for the Future Cincinnati*" recommendations. This report will allow the Mayor and Council to be intentional around the recommendations that require policy guidance. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: Mayor

Cincinnati Board of Health

2. [202401282](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Kiana R. Trabue to the Cincinnati Board of Health for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (African American/Female)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

3. [202401281](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Ken Patel to the Cincinnati Board of Health for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (AAPI/Male)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

MS. KEARNEY

4. [202401265](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** that the Administration maintain the Office of Human Relations which currently functions with a two-person staff. The original Motion #202302162, passed by Council on November 1, 2023, moved that the Administration rename The Office of Human Relations to The Office of Equity and repurpose its mission to prioritize, though not exclusively focus on closing the racial wealth gap in

Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Kearney

5. [202401274](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return of \$1,000,000 to source Fund No. 050, "General Fund," from capital improvement program project account no. 980x162x231606, "Housing Stability - GF"; and **AUTHORIZING** the transfer and appropriation of \$1,000,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x162x7400 to provide one-time resources for the Homecare Tax Relief Program that will aid and assist in the payment of delinquent property taxes for low-to-moderate income single family homeowners within the City of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Kearney

MS. OWENS

6. [202401273](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of \$2,000 within the General Fund from Councilmember Meeka Owens' General Fund personnel operating budget account no. 050x025x7100 to Councilmember Meeka Owens' General Fund non-personnel operating budget account no. 050x025x7200 to realign the office budget for Councilmember Meeka Owens.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Owens

CITY MANAGER

7. [202401257](#) **REPORT**, dated 5/1/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Hyde Park Square Art Show.

Recommendation FILE

Sponsors: City Manager

8. [202401258](#) **REPORT**, dated 5/1/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Juneteenth Block Party 2024.

Recommendation FILE

Sponsors: City Manager

9. [202401266](#) **REPORT**, dated 5/1/2024 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, D1) [Objections: None]

Recommendation FILE

Sponsors: City Manager

10. [202401268](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/1/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$490,930 from the Energy Futures Grant program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436; and **AUTHORIZING** the Director of Finance to deposit grant resources into Environment and Sustainability Fund revenue account no. 436x8543.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

11. [202401269](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/1/2024, **ESTABLISHING** new capital improvement program project account no. 980x104x241049, "Spinney Field Energy Efficiency Grant," to provide resources for the installation of energy efficiency upgrades to the Police Training Academy at Spinney Field; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant up to \$250,000 from the U.S. Department of Energy State Energy Program (ALN 81.041) awarded by the Ohio Department of Development Energy Efficiency Program to newly established capital improvement program project account no. 980x104x241049, "Spinney Field Energy Efficiency Grant"; and **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x104x241049, "Spinney Field Energy Efficiency Grant."

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. [202401270](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/1/2024, **AUTHORIZING** the City Manager to apply for grant resources from the Clean Ohio Trails Fund grant program to be awarded by the Ohio Department of Natural Resources in an amount up to \$500,000 for the purpose of providing resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path (PID 115291).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

13. [202401271](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/1/2024, **AUTHORIZING** the City Manager to apply for grants of up to \$8,000,000 from the federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality (ALN 20.205) grant programs; for a grant of up to \$1,000,000 from the Transportation Alternatives Grant (ALN 20.205) awarded by the Ohio-Kentucky-Indiana Regional Council of Governments; for Metro Transit Infrastructure Fund grants awarded by Cincinnati Metro; for grants awarded by the Ohio Public Works Commission; and for Municipal Road Fund grants awarded by Hamilton County, all to fund various Department of Transportation and Engineering transportation projects.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

14. [202401275](#) **REPORT**, dated 5/1/2024, submitted Sheryl M. M. Long, City Manager,

regarding the 115 Trust Funding Policy.

Recommendation APPROVE & FILE

Sponsors: City Manager

15. [202401276](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/1/2024, **AUTHORIZING** the City Manager to execute a Funding and Development Agreement with RBM Development Company, LLC, for the redevelopment of property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati, pursuant to which the City will assign service payments in lieu of real property taxes imposed in connection with a proposed thirty-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.40(B), subject to the passage by Council of a separate ordinance authorizing such exemption, to the Port of Greater Cincinnati Development Authority to facilitate the redevelopment of the property. (Subject to the Temporary Prohibition List
<<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

16. [202401277](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/1/2024, **DECLARING** improvements to certain parcels of real property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati, which improvements are to be constructed pursuant to a Funding and Development Agreement between the City of Cincinnati and RBM Development Company, LLC, to be a public purpose and exempt from real property taxation for a period of thirty years pursuant to Ohio Revised Code Section 5709.40(B); and **AMENDING** Ordinance No. 414-2005, passed on November 2, 2005, as amended, to remove such real property from the operation of that ordinance. (Subject to the Temporary Prohibition List
<<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

17. [202401279](#) **REPORT**, dated 5/1/2024, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended February 29, 2024.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

18. [202401225](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 4/24/2024, **AUTHORIZING** the City Manager and employees of the Department of Economic Inclusion to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City's 2024 Business Enterprise Expo; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Special Events Fund 314.

Recommendation PASSSponsors: City Manager

19. [202401227](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 4/24/2024, **AUTHORIZING** the City Manager to accept an in-kind donation of children's bicycle helmets valued at \$9,300 from the Cincinnati Fire Foundation and Cincinnati Parks Foundation to support the Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit's Community Safety Initiative; **AUTHORIZING** the City Manager to accept a monetary donation of \$25,000 from the Cincinnati Fire Foundation to support the Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit; **AUTHORIZING** the Director of Finance to deposit the donated resources into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$25,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x271x7300 to provide resources to support Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

20. [202401222](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 4/24/2024, **MODIFYING** the provisions of Chapter 321, "Procurement and Disposal of Supplies, Services and Construction," of the Cincinnati Municipal Code by **AMENDING** Sections 321-1-P, "Professional Services," 321-1-S, "Service," 321-13, "Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00," 321-15, "Procurement; Supplies, Services and Construction in Excess of \$50,000.00 but not Greater Than \$250,000.00," 321-17, "Procurement; Supplies, Services and Construction in Excess of \$250,000.00," 321-19 "Procurement; Professional Services," 321-31, "Bid; Opening of Bids," 321-61, "Proposal; Opening of Proposal," and 321-97, "Contracts; Joint and Cooperative Purchasing Options."

Recommendation PASSSponsors: City Manager

21. [202401229](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/24/2024, **AUTHORIZING** the City Manager to execute a Sixth Amendment to the Warren County Water Area Contract between the City of Cincinnati and the Board of County Commissioners of Warren County, Ohio to modify the area in the original agreement to be served by the City.

Recommendation PASS EMERGENCYSponsors: City Manager

22. [202401230](#) **LEGISLATIVE RESOLUTION (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/24/2024, **AUTHORIZING** tax levies for the calendar year beginning January 1, 2025, certifying them to the Hamilton County Auditor pursuant to O.R.C. § 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to O.R.C. § 321.34.

Recommendation PASS EMERGENCY

Sponsors: City Manager

23. [202401248](#)

ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, on 4/24/2024, **AUTHORIZING** the City Manager to dispose of personal property from the Duke Energy Convention Center in advance of the closure and renovation of the center, notwithstanding the prohibitions in Cincinnati Municipal Code Sections 321-141 and 321-143 governing the disposal of City-owned personal property.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

24. [202401272](#)

REPORT, dated 4/29/2024, submitted Sheryl M. M. Long, City Manager, regarding the Finance and Budget Monitoring Report for the Period Ending January 31, 2024.

Recommendation APPROVE & FILE

Sponsors: City Manager

SUPPLEMENTAL ITEMS

PUBLIC SAFETY & GOVERNANCE COMMITTEE

25. [202401206](#)

MOTION, submitted by Councilmembers Owens, Albi and Vice Mayor Kearney, **WE MOVE** that the administration prepare a report within thirty (30) days on the feasibility of the formation/construction of a permanent memorial for victims of gun violence in Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Owens

HEALTHY NEIGHBORHOODS COMMITTEE

26. [202401131](#)

ORDINANCE (EMERGENCY), submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Linn Street at Clark Street in the West End neighborhood shall hereby receive the honorary, secondary name of "Robert O'Neal Way" in honor of Robert O'Neal, long-time resident of Cincinnati, Ohio, revered activist, influential grassroots leader, and esteemed visual artist, that has positively impacted the City of Cincinnati through his artist works and civic legacy.

Recommendation PASS EMERGENCY

Sponsors: Kearney

27. [202401245](#)

MOTION, submitted by Councilmember Albi and Vice Mayor Kearney, **WE MOVE** that the City Administration prepare a report within 60 days to assess the feasibility of leveraging opt-text messaging as a technology to better communicate with residents. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation ADOPT

Sponsors:

Albi and Kearney

ANNOUNCEMENTS

Adjournment



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202401283

April 30, 2024

MOTION

Cincinnati Futures Commission Recommendations

WE MOVE that the Administration provide a report in 60 days regarding the “*Cincinnati Futures Commission, A Vision for the Future Cincinnati*” recommendations. This report will allow the Mayor and Council to be intentional around the recommendations that require policy guidance. The report should include, but not be limited to, the following priorities:

Current Recommendations in Progress/Complete

- Identify actions in progress or accomplished by the City (Administration or elected) that align with the goals of the recommendations.
- Identify, based on actions taken, how City revenues and expenses have been impacted.

Feasibility

- Determine the practicality of the 25 recommendations that have not been completed by the City.
- Identify implementation risk of the recommendations.
- Identify strategic areas where Administration processes can improve and a path to do so.
- Sale/Lease of Assets:
 - Determine the feasibility of the lease and sale of assets listed in the recommendations – highlighting the projected revenue from the sale vs. the recurring revenue associated with the asset.
 - Outline the process for the sale and lease of assets.

Charter Amendments

- Evaluate and identify which recommendations would require a charter amendment.
- Outline requirements, timeline, paths, and the City’s/Council’s role in charter amendments and ballot measures.

WE FURTHER MOVE that the Administration provide a report in 90 days regarding the “*Cincinnati Futures Commission, A Vision for the Future Cincinnati*” recommendation for a Regional Water Authority and Pension. This report will allow the Mayor and Council to determine the need and scope of work for a task force. The report should include, but not be limited to, the following priorities:

Regional Water Authority

- Outline the work of previous Administrations around the Regional Water Authority, feasibility, and implementation risk.

Pension

- Outline the health and projection of the City's pension.
- Identity and outline the City's pension to comparable peer Cities.

WE FURTHER MOVE this report be approved and filed by Council.



Mayor Aftab Pureval

STATEMENT

After a year of extensive research and engagement, the Futures Commission has provided a thoughtful blueprint for Cincinnati's future, particularly surrounding our goals of fiscal sustainability and equitable growth during these highly uncertain times. I'm extraordinarily grateful to Jon Moeller and the members of the Commission for taking on some of our most fundamental and difficult challenges as a City. With the report in hand, it is now our responsibility to vet and review the recommendations made.

I agree with the report's central vision that growth is key to moving the City forward; if we want to achieve our long-term goals – including public safety, an expanded housing stock, improved jobs and wage equity, and budgetary strength – we have to make bold decisions in the short-term. I requested that the Commission leave nothing off the table in their considerations. While many of the decisions ahead of us will not be easy, this report now provides us with the opportunity for intentional and open-minded conversations about how we should move forward.

Our Administration and City staff have already driven remarkable progress toward common goals stated in the Commission's report: to improve our financial outlook, build meaningful process improvements, and ensure that we are best positioned to provide excellent services to residents. Additionally, ongoing City investments and priorities have delivered meaningful successes, such as investments in minority-owned business growth through the Lincoln & Gilbert Fund, investments in site readiness, expanded support for neighborhood development, and historic support for housing production. As the report acknowledges, leaning into these successes should be a critical part of our strategy.

Many individual proposals in the report will require complex legal, practical, and policy analysis, but it is incumbent upon us to take each seriously and provide the diligence it deserves. We are projecting long-term deficits that will only grow unless act now.

For these reasons, this motion asks the City Administration to begin and communicate a thorough, intentional process for review of the report – taking into account ongoing City reforms, recommendations with legal or practical considerations, and recommendations that will ultimately require policy direction from elected leaders.

This undertaking will understandably require time, but we are taking immediate action – to not only begin this review, but also build upon and implement City programs and reforms aligned with the report. We are extremely grateful for everything the City Administration has done and will continue to do in support of our residents.



CINCINNATI FUTURES **COMMISSION**

A VISION FOR THE FUTURE OF CINCINNATI
FINAL REPORT

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A LETTER FROM JON MOELLER

Dear Mayor Pureval,

On behalf of the Cincinnati Futures Commission, I am pleased to share with you our findings and recommendations. For more than a year, the Commission – which was made up of nearly three dozen business, civic, and community leaders – has poured over data, interviewed hundreds of stakeholders and residents, and thoughtfully debated the best ways to address the City's economic and financial future. I am grateful to everyone who has contributed to this final product.



The Commissioners – and the stakeholders and residents who we engaged – reflected the diversity of our broad community. We engaged in this work with the belief, which was confirmed as we did the work, that whether you live in the City, work in the City, or visit the City on occasion, you have a vested interest in its success. The City of Cincinnati may be a modest percentage of the region's population, but it is a driving force in our overall success. And as such, we engaged with hundreds of leaders from all over the region during this process who are committed to ensuring the City thrives and grows in the future.

This report will recap our processes, offer you a series of bold and achievable goals, and detail a series of recommendations that, if taken in their entirety, will put the City of Cincinnati and our region on a strategic course of equitable economic and population growth and secure the City's fiscal future.

When you and I first met to discuss this effort, you stated clearly that every option should be on the table as the Commission conducted its work. We took that maxim seriously, and it guided our work throughout the last year. We considered dozens of options that would close the City's projected budget deficits, and vetted dozens of ideas that would accelerate the growth of the City's economy, creating jobs, housing, and opportunities for the people who live in our community.

When we started this process, I told the Commissioners that I did not expect each of them to support one hundred percent of the Commission's ultimate recommendations. What we are presenting to you is a

consensus report, not one where each Commissioner supports each and every recommendation. We have endeavored throughout the report to articulate the places where Commissioners disagreed to provide you with context and understanding.

We believe that the recommendations contained within this report are sound, actionable, and will result in a better City for everyone who lives and works here, and for all those who will live and work here someday soon. I also want to make clear that the recommendations detailed in this report are interdependent and must be integrated to achieve the expected results.

The work ahead will be complex and difficult, and while the Cincinnati Futures Commission's work is complete with the delivery of this report, I believe the business and civic community that has been engaged throughout this process is committed not only to support these recommendations but to see them through to completion.

Thank you for the faith you put in us to run a truly independent Commission. We took seriously our responsibility to deliver you a blueprint that can solve many of the City's major challenges and usher in a decade of growth and prosperity in Cincinnati.

JON MOELLER
CINCINNATI FUTURES COMMISSION CHAIR

INTRODUCTION

A VISION FOR THE FUTURE OF CINCINNATI

After more than a year of work, the Cincinnati Futures Commission believes Cincinnati is poised to usher in a decade of economic opportunity. After robust engagement and analysis by experts, the Futures Commission is presenting a set of recommendations that align the City's budget around core operations, structure the City to support growth, and target investments into economic initiatives.

Given headwinds over the past four years, the winding down of COVID-era federal aid, and uncertainty related to the shifting nature of work, many cities are facing the real possibility of cutting back on services and decreasing investments into their communities. The Cincinnati Futures Commission was convened to confront these challenges and orient the City toward growth. The Futures Commission has spent the last year studying the problems, engaging with the community, and working with experts to develop solutions.

The City of Cincinnati – if it implements the recommendations of the Cincinnati Futures Commission – has an opportunity to go on the offensive and solidify a more equitable and vibrant future in these uncertain economic times.

Even as this report presents solutions to the economic and financial challenges that the City must confront immediately, the Futures Commission also recognizes that the City has long-term liabilities that loom large over its budget. The Futures Commission believes that now is the time to take bold action – as the City did when it sold the Cincinnati Southern Railway to address its deferred maintenance backlog – to mitigate the risk the Cincinnati Retirement System (CRS) continues to present. This report will outline steps that we believe the City should take to solve this problem once and for all.

While this report will provide detailed and actionable recommendations to the Mayor, it is guided by a set of key takeaways that were established over the previous year's work. These were the ways we measured our work and created the threads that bind together disparate recommendations, creating a unified report from a sprawling review of the City's finances and its economic ecosystem.

The Commission has aligned its recommendations to help achieve three key goals:



INCREASE POPULATION



GROW JOBS



INCREASE WAGES AND SHRINK WAGE DISPARITIES



THE CITY MUST PERFORM CORE FUNCTIONS WITH EXCELLENCE

Citizens and stakeholders in Cincinnati expect that their government provide basic City services – police, fire, public services, parks, and recreation – with excellence, and they are willing to pay for that excellence. Because jurisdictional diversity in the region gives residents and potential residents a wide array of choices, it is important for the City to achieve a high standard in the services it provides.

THE CITY HAS BEEN PRUDENT WITH ITS RESOURCES OVER THE LAST DECADE BUT WILL NEED TO CONTROL THE GROWTH OF ITS OPERATING BUDGET MOVING FORWARD

The Futures Commission found the City to be largely a well-managed entity, focused generally on the basic services that a city must provide. It determined that the City took appropriate measures during the COVID-19 pandemic and proceeding economic uncertainty to avoid fiscal calamity. To achieve full, structural budget balance over the next 10 years, however, will require a combination of identifying operational efficiencies, accessing new revenue streams, and adopting measures to more closely align the City general fund growth rate with inflation.

CINCINNATI'S GROWTH IS NOT INEVITABLE; IT MUST BE INTENTIONAL

Some of Cincinnati's peer cities are growing at a much faster pace than Cincinnati due to favorable local market conditions that are attracting development, talent, housing, and jobs. While it has momentum and opportunity, Cincinnati policy makers must intentionally act to create favorable conditions for increased growth. Absent these actions, Cincinnati could reverse its gains of the previous decade.

THERE ARE TRUSTED PARTNERS IN CINCINNATI READY TO DRIVE GROWTH

The City should rely on proven partners that have specialized expertise in economic development to accelerate growth. Decades of growing partnerships have converged to create an ecosystem, that with new investments, is ready to stimulate job and population growth.

THE CITY SHOULD BE GUIDED BY GOALS

The City has not traditionally been guided by growth goals. The Futures Commission proposes that the City set and stick to a series of growth goals, and judge new policy, administrative structures, and operational performance based on these goals.

THERE ARE FACTORS OUTSIDE OF THE CITY'S CONTROL THAT COULD LIMIT ITS SUCCESS

The City should work to control all of what it can. However, the City's ability to grow is affected by the performance of the Cincinnati Public Schools system, the policies set by legislators in Columbus and Washington DC, and the willingness of other local governmental entities, including Hamilton County and other independent governmental organizations, to work cohesively with the City. Residents and visitors do not generally make a distinction about what political jurisdiction is responsible for the services they value or have issues with.





A MOMENT OF CONTRAST FOR THE CITY OF CINCINNATI

In August of 2021, the City of Cincinnati learned from the United States Census Bureau that the City had reversed seventy years of population decline. The City's growth rate from the 2010 to 2020 Census was just over 4%, an indicator of modest growth but also a significant reversal of what had been a decades long trend of population loss.

And yet that promising news of growth landed in the middle of a year dominated by the aftereffects of the COVID-19 pandemic and dramatic changes in our society. Cities and their residents faced immeasurable challenges related to job loss, safety, health, equity, and changing economic patterns. Cincinnati was no exception.

The average Cincinnati resident was right to observe and feel the dichotomy that existed over the next few years. The Cincinnati Bengals were headed to the Super Bowl and FC Cincinnati was winning a Supporters' Shield, after all. Thanks to aggressive post-COVID support policies, restaurants were opening and thriving in downtown and in neighborhoods. A local company in Madisonville was adding thousands of jobs and creating community gathering spaces that would bring together neighbors and visitors. The University of Cincinnati was announcing its largest class in history. Some Cincinnati neighborhoods like College Hill and Northside were welcoming dense housing investments and commercial activity that fueled a growing vibrancy in business districts. Arts institutions were thriving by focusing on a wealth of black and brown artistic talent that had come to dominate the City's culture. In 2022, the City's beloved arts and light festival, BLINK, returned to fanfare and provided significant economic impact.



But these outward signs of economic health and optimism masked what were also difficult times for many Cincinnatians. There was not enough housing being built to keep up with demand and it was affected by macroeconomic trends of rising housing costs. In short, housing prices were skyrocketing, pressuring current and would-be Cincinnati residents. Employers were responding to changing workplace trends, and work-from-home policies stressed the City financially, already heavily reliant on the earnings tax. Troubling data relating to schools, crime, and health continued to concern City leaders.

Because of federal government policy decisions, the City appeared to have money to spend, and so the City created and invested in some valuable new programs and efforts, while holding back tens of millions of dollars for a post-COVID economic recession or change in tax receipts.

And finally, a heightened attention to equity following a nationwide racial reckoning in July 2020 created a new imperative for policy goals and a deliberate approach to creating an economy and society that created more opportunity for all.

In some regards, the City of Cincinnati was thriving and outperforming its peers. And yet there were clouds on the horizon. That paradox was how Cincinnati found itself at the beginning of the new decade.

FORMING THE FUTURES COMMISSION

Multiple times in Cincinnati's history, groups of civic and business leaders have come together to provide support and counsel to the City's elected leaders. In 1984, the Phillips Commission created a comprehensive report focusing on the City's operations. As a follow-up, the Infrastructure Commission, chaired by John Smale, led an effort to evaluate the City's infrastructure needs. In 2001, in the wake of civil unrest in downtown Cincinnati, the CAN Commission was created to identify necessary police, community, and economic reforms. Shortly thereafter, a group of business leaders helped create a wholly new economic development framework for downtown and Over-the-Rhine, resulting in the creation of the Center City Development Corporation, or 3CDC, and hundreds of millions of dollars of investment in the City's urban core. Most recently, efforts like GO Cincinnati and the Child Poverty Collaborative have brought together business, civic, and City leaders to tackle urgent challenges in our community.

Beginning in early 2022, in conversations with business community leadership, Mayor Aftab Pureval inquired about the willingness to create a commission that would evaluate and provide recommendations about the City's finances and financial condition. After discussions with the Mayor, the Cincinnati Regional Chamber and the Cincinnati Business Committee and Cincinnati Regional Business Committee (CBC/CRBC), proposed a "Futures Commission" that would not only evaluate the City's finances but more broadly identify an economic agenda for the City's future. In addition, the Commission would ground their work in data and community engagement, producing a series of recommendations that would incorporate the opinions and perspectives of the Cincinnati community at large.

At the request of the Mayor, Jon Moeller agreed to chair the Commission.

At his State of the City Address in November 2022, Mayor Pureval officially announced the Commission's formation the work of the Commission

as "fundamental to the City's future." The Mayor noted that this would be an "undertaking that could determine whether we prosper or falter as a city."

The membership of the Futures Commission was designed to provide a diverse and thorough knowledge base and expertise of the City. Commissioners include executives, business owners, nonprofit CEOs, and labor leaders. Importantly, they sit on the boards of more than 90 nonprofit, community and economic development, and civic boards, bringing perspective beyond their day-to-day work that gave the Commission further reach into the community.

FUTURES COMMISSION CHAIR AND VICE CHAIRS



JON MOELLER, Chairman, President, and CEO, the Procter & Gamble Co. | Chair



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Amy Spiller, President, Ohio and Kentucky, Duke Energy

Barbara Turner, CEO, BT Rise

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Ebow Vroom, CEO, Qey Capital Partners

THE CINCINNATI FUTURES COMMISSION ORGANIZED ITSELF INTO THREE KEY WORKSTREAMS:

COMMUNITY INSIGHTS & PRIORITIES, CHAIRED BY KATIE BLACKBURN

The Community Insights & Priorities workstream leveraged existing efforts and conducted a deeper analysis of the City's recent and planned community surveys. The workstream tapped into the vast ecosystem of neighborhood and community organizations to ensure that the community's civic priorities are incorporated into the Commission's final recommendations by capturing the insights of the people who live, work, and spend time in Cincinnati. Utilizing expertise within the business community and additional outside consultants, the workstream helped prioritize the types of services and areas of investment identified by Cincinnatians in order to elevate the policies and themes that matter most to the people of Cincinnati. Aligned with the Financial Review and Economic Agenda work, the Community Insights & Priorities workstream employed survey and polling tools and conducted focus groups to deliver recommendations to the Commission and City on the issues and topics most relevant to everyday Cincinnatians.

ECONOMIC AGENDA, CHAIRED BY PHILLIP HOLLOMAN

The Economic Agenda workstream was tasked with creating recommendations to drive equitable economic growth and accelerate economic prosperity for the City of Cincinnati and its businesses and residents. The workstream examined economic drivers, business expansion and attraction strategies, economic inclusion efforts, and quality of life/livability initiatives. The workstream had the opportunity to review and synthesize existing trends and economic strategies across the City to ensure alignment and recommend the best way to codify, streamline, and advance them. The work endeavored to seek an understanding of pandemic-related shifts in the economy and urban growth and make recommendations based on an analysis of the City's post-pandemic position in the local, regional, and national economy.

FINANCIAL REVIEW, CHAIRED BY TIM SPENCE

The Financial Review workstream evaluated and conducted a review of the City's structural financial positions, revenue and spending projections, infrastructure and capital needs, and overall priorities. As part of this review, the workstream benchmarked the City against peers in key operational, budget, and tax policy categories. The workstream reviewed the City's current and long-term budget trends and assessed the capital budget, including the state of City infrastructure (roads, parks, facilities, fleet, etc.). Ultimately, the workstream's focus was on ensuring long-term financial sustainability and operational excellence at the City in the coming decade.

The work of the Cincinnati Futures Commission was supported by the Cincinnati Regional Chamber, the CBC/CRBC, and key leadership team members from P&G. In addition, the staff team identified the need for support for each workstream and led a process to identify potential consultant partners.

After a competitive search, the Cincinnati Futures Commission hired EY and Cohear to support the processes with research, benchmarking, modeling, and overall consulting services.

EY: EY, a well-established firm in the Cincinnati business community, brought together a team from across the country to support the Futures Commission with its Financial Review and Economic Agenda workstreams. EY's team was comprised of seasoned professionals with experience in public finance, revenue and expense analysis, municipal operations, and city budgeting. The team also included professionals with experience evaluating water and railroad related infrastructure opportunities, as well as professionals familiar with Cincinnati and Ohio economic development policy, public pensions, public safety, real estate, human capital, and other backgrounds.

Cohear: Founded in 2017, Cohear is rooted in Cincinnati and has grassroots networks across the city. Cohear provides a unique model of community listening and engagement, and led focus groups on behalf of the Commission to identify trends, community desires, and overall perspective. Cohear partnered with EY's survey research arm to conduct broad scale research in the City on behalf of the Futures Commission and supported the work of the Community Insights workstream.



Throughout 2023 and early 2024, the full Commission met seven times, including a half-day session in the fall. Each workstream met at least four additional times, and the Chair and Vice Chairs met an additional six times. The staff team participated in more than 500 meetings and discussions throughout the year. This report reflects the decisions and opinions and recommendations of the Futures Commission, and not of any consultant, organization, or individual's perspective.

This map shows the ten peer communities used for the Financial Review and Economic Agenda benchmark analysis.

These peer groups were selected considering 15 attributes of central cities and their corresponding metro areas across four major categories:

- Population
- Employment
- Socioeconomic characteristics (e.g. minority share, income disparity, and education disparity)
- Government structure/state capital

The peer groups were also evaluated by how frequently the MSAs/cities appeared in recent local and regional plans.



ENGAGEMENT AND COMMUNITY LISTENING

Importantly, the work of the Cincinnati Futures Commission was grounded in the perspectives of Cincinnatians of all backgrounds and experiences. As such, the Commissioners and staff endeavored to engage with hundreds of leaders, civic organizations, elected officials, and residents from a diverse range of geographies, income levels, and backgrounds. Early on, Commissioners realized that the importance of the City's success extends beyond just individuals who choose to or can live in the City of Cincinnati. The City's success is a necessary part of the region's economy, and as such, visitors and tourists, students, and people who work or do business in the City were the focus of the community engagement effort, as were former residents who moved outside the City and those who wanted to live in the City but for whatever reason did not.

Over the past year, the Futures Commission met and engaged with:

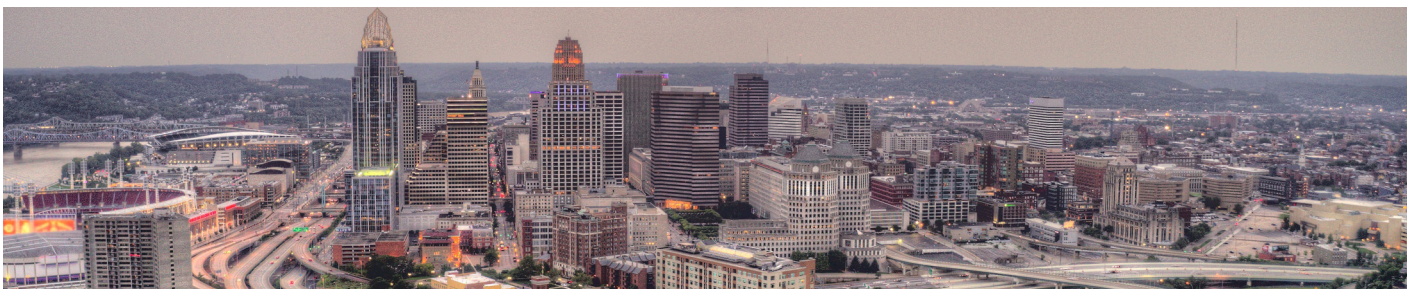
- More than 800 individuals
- More than 70 organizations that are part of the City's economic ecosystem, including groups representing community development, talent and workforce, human services, entrepreneurship and innovation, minority and women-owned businesses, arts and culture, and economic development.
- 16 City departments, each of the City's Councilmembers, the Mayor, the City Manager and her team, and previously elected City leaders.

The Commission, led by Cohear, conducted twelve focus groups, designed to elicit opinions and perspectives from individuals with unique lenses on the City. Those groups included:

- Low to moderate income residents
- Middle income residents
- Middle income non-residents
- High income residents
- Young professionals and college students
- Business owners in business districts
- Black Cincinnatians and persons of color
- Commuters
- Visitors

The Commission used the City's resident surveys to provide a baseline set of perceptions about how residents view the City and its services. The Commission also conducted a survey regarding perspectives of the City, its budget, and the issues that are top of mind for the public. That survey included more than 700 respondents, more than half of whom were City residents.

These insights informed the work of the entire Commission throughout the year and are woven into the fabric of the Commission's recommendations and this report.



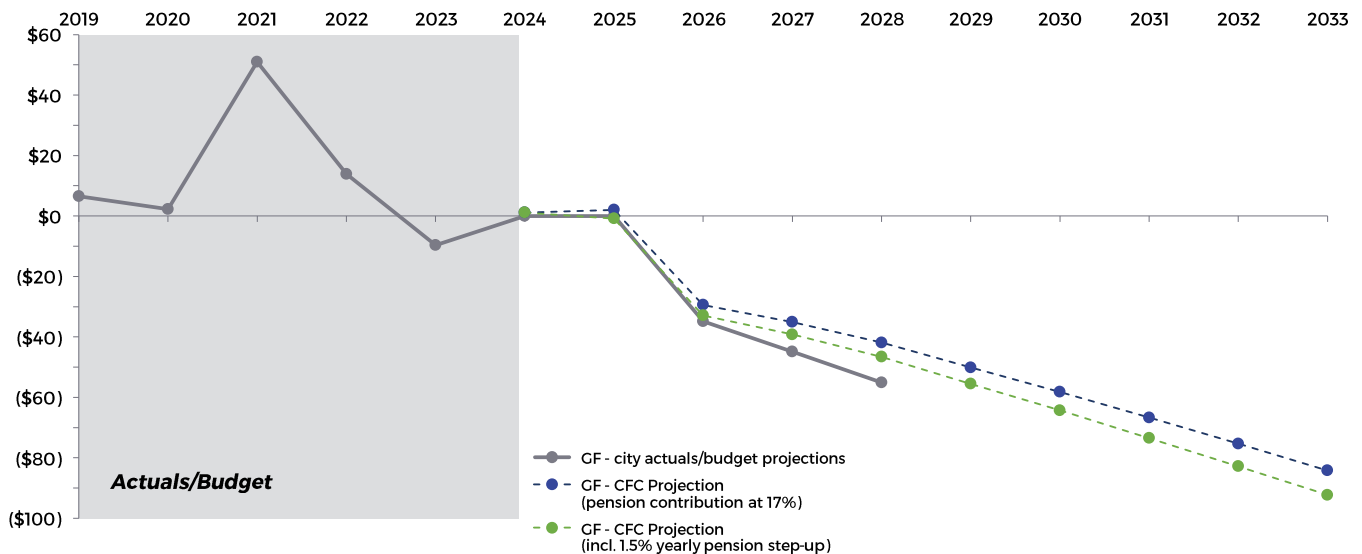
UNDERSTANDING THE CURRENT STATE OF CINCINNATI

Among its first pieces of work, the Cincinnati Futures Commission engaged in a learning effort to identify the nature of the challenges facing the City. The overarching themes for the City are clear:

THE CITY HAS A SIGNIFICANT STRUCTURAL DEFICIT THAT NEEDS ATTENTION

The operating deficit of the City is pressured by remote work, rising employee costs, inflation, and a potential recessionary environment. The City's operating budget deficit is projected to be \$438 million over the next decade. This assessment is somewhat more optimistic than the City's baseline assumptions and is the amount the Futures Commission used to develop its recommendations.

CFC's updated 10-Year GF surplus / (deficit) projections, 2024 – 2033 (\$ in M)



Surplus / (Deficit) Projections (\$ in M)	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	Total
City's GF baseline	0	0	(35)	(45)	(55)	n/a	n/a	n/a	n/a	n/a	n/a
GF - CFC Projection (pension contribution at 17%)	1	2	(29)	(35)	(42)	(50)	(58)	(67)	(75)	(84)	(438)
GF - CFC Projection (incl. 1.5% yearly pension step-up)	1	(1)	(33)	(39)	(47)	(56)	(64)	(73)	(83)	(92)	(487)

1. Projections for GF expenditures grow off the FY24 approved budget; all General Fund Projections are inclusive of ARPA funding
2. Personnel Vacancy Assumption (PVA) incorporated in CFC expenditure projections equates to 3.5% in baseline to offset increasing wage assumption

CINCINNATIANS ARE BURDENED WITH HIGH TAXES AND FEES

Through a review of total tax and fee (state and local) burdens facing City residents and through feedback from focus group conversations and survey data, the Futures Commission learned that Cincinnatians face a higher overall burden than most of its peers, even as the portion of taxes the City collects is comparatively lower. This burden, when coupled with rising housing costs and inflationary measures is meaningful to Cincinnati taxpayers. Because of this, Commissioners worked hard to assess any new fees or revenue generation recommendations to ensure they maintained the balance between needed investments, the City's competitiveness, and the impact to taxpayers.

SAFETY, BOTH PHYSICAL AND PEDESTRIAN, IS CRITICAL TO RESIDENTS, WORKERS, AND VISITORS

Nearly every encounter with a resident, worker, or visitor led to a discussion about safety. Commissioners heard clearly that physical safety was a top priority, and there was support for visible and well-funded police and fire services. Additionally, the qualitative and quantitative data showed that pedestrian safety in neighborhoods and downtown was a key priority as people value high quality sidewalks and trails and do not feel safe with vehicle speed, driver carelessness, and lack of traffic enforcement.

RESIDENTS VALUE THE SERVICES THE CITY PROVIDES

A clear trend line emerged through resident responses to prior surveys (e.g. the City's Resident Surveys) and Futures Commission research of a high level of satisfaction with the services provided by the City. The Futures Commission survey, for example, showed 75% of residents rating the City's basic services as "good or excellent". Services that rose to the top of resident satisfaction include trash and recycling collection, fire department services and health department services.

CONCERNS ABOUT ACCESS TO QUALITY SCHOOLS HINDERS THE CITY'S ABILITY TO RETAIN RESIDENTS

While the Futures Commission was not convened to evaluate Cincinnati Public Schools, it was clear from resident and stakeholder conversations that the perception of the public school system limits the City's ability to grow. Residents seeking a higher-performing or more convenient school system

are choosing to leave the City or seek out private alternatives. The current state of CPS presents challenges to growth, and policy makers and the Cincinnati community should engage in analysis and reform efforts, some of which are underway or contemplated - including a renewed emphasis on student outcomes.

ACCESS TO ATTAINABLE AND AFFORDABLE HOUSING IS A TOP PRIORITY

As is generally true in cities across the country at this moment, residents are frustrated by a lack of affordable and attainable housing. This manifests itself differently with different residents: some are income limited and need deeply affordable housing, while others would like to live in the City but cannot find housing that suits their budget or lifestyle. It seems that many are not happy with the current housing stock in the City, necessitating an increase in housing at all levels.

RESIDENTS ARE BROADLY UNAWARE OF THE CITY'S BUDGET CHALLENGES

Many citizens are accustomed to the City facing difficult financial conditions and have not distinguished this critical moment from the City's run-of-the-mill annual budget challenges. For example, only 14 percent of respondents to the survey believed the City's financial condition is "fair or poor". The Futures Commission immediately recognized this as a challenge, as it is recommending significant changes that may come as a surprise to residents who are not closely following the longer-term structural imbalances in the City's budget. However, the data showing a long-term unsustainable financial model is undeniable.

THE CITY'S PENSION FUNDING SHORTFALL IS A UNIQUE ALBATROSS THAT THREATENS THE CITY'S GENERAL FUND AND HAMPERS THE CITY'S ABILITY TO GROW

The City of Cincinnati is the only city in Ohio that has its own municipal employee pension fund. It was funded at approximately 69% at the end of 2022. Because of the City's Collaborative Settlement Agreement, the City is required to make contributions of at least 16.25% of payroll and agreed to a fully funded pension system by 2045 and is currently contributing 17%. Maintaining that contribution level means it is projected to be funded at 29% in 2045 based on actuarial estimates. To continue increasing that contribution to meet the full funding obligation would cause significant strain to the City's general fund, with an average yearly

contribution averaging \$60 million between fiscal years 2025 through 2045. The long-term implications of finding ways to fund the City's pension obligations is an issue that has consistently loomed over the City and its workforce.

THE CITY'S INFRASTRUCTURE DEFICIT IS SIGNIFICANT BUT IS MITIGATED BY THE SALE OF THE CINCINNATI SOUTHERN RAILWAY

During the work of the Futures Commission, the City of Cincinnati elected officials and voters endorsed and approved a plan to sell the Cincinnati Southern Railway, creating a permanent trust to fund City infrastructure commitments. At the beginning of this process, the Futures Commission identified a nearly \$400 million funding gap through 2029. That deficit should be eliminated based on projections as a result of the railroad sale. While the Commission believes the City should remain vigilant about ongoing infrastructure needs, the increased funding creates a path to sustainability. More on this solution will be detailed later in the report.

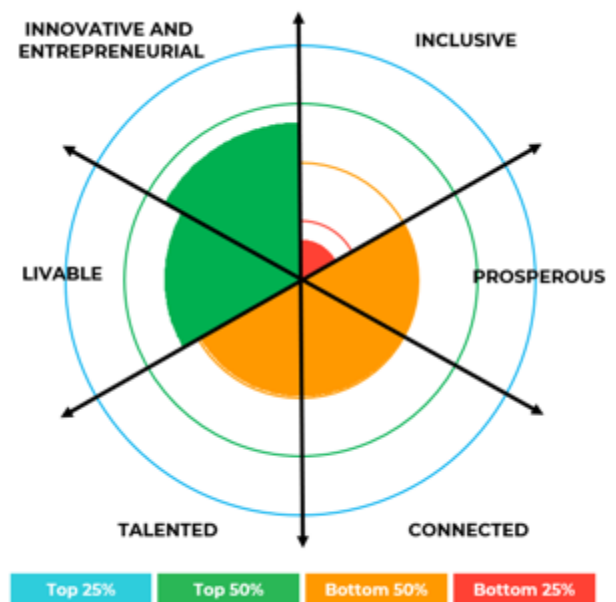
The Economic Agenda workstream undertook an analysis of the current state of the City's economy and the ecosystem inside and outside of City government that supports it. By analyzing Cincinnati on 37 metrics against a set of ten peer cities and engaging with more than 70 stakeholders across the economic ecosystem, the Commission gained a clear sense of the state of Cincinnati compared to its peers and in the eyes of the people who are working in its economic ecosystem. The overarching themes from this work were:

THE CITY NEEDS A STRATEGY TO ATTRACT GOOD PAYING JOBS AND GROW ITS POPULATION

At least 50% of survey respondents said "increasing the availability of well paying jobs" should be a priority to promote economic growth. Harnessing the future growth potential of Cincinnati's diverse and innovative economy will rely on a combination of factors streamlining procedures and policies for attracting new businesses; transforming new and existing spaces for jobs to locate; and creating pathways to economic opportunity in the region's key growth sectors.

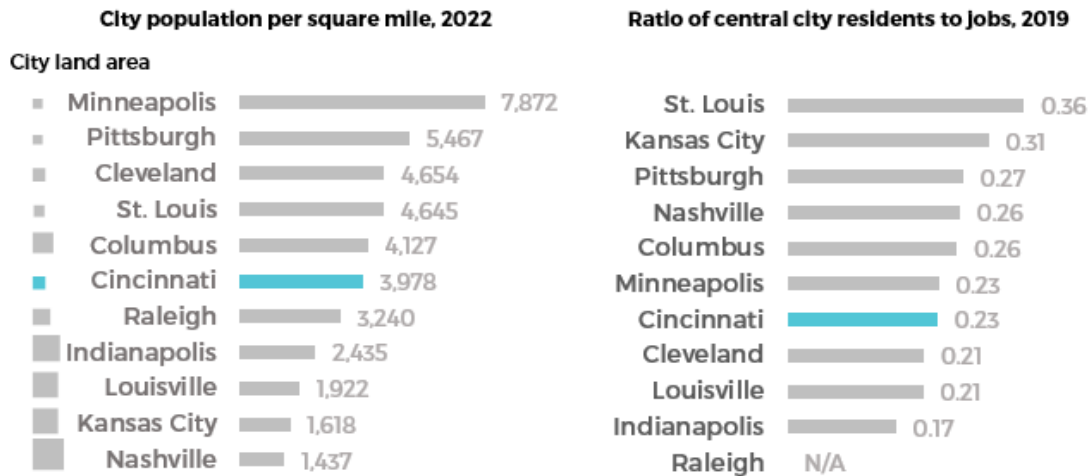
THERE IS A LACK OF COORDINATED VISION REGARDING ECONOMIC DEVELOPMENT

The Commission's initial findings, supported by stakeholder interviews, suggested that the City lacks a bold vision for economic growth. There was a belief that City leaders typically do not prioritize economic development projects, allowing bureaucratic protocols and processes and misguided policy goals to limit or curb opportunities rather than deploy the City's tools to support development and growth initiatives. Consistently, Commissioners heard that this lack of leadership or clear vision presented the perception of an anti-development culture at City Hall. This is borne out both by large developers who do business in Cincinnati and other places across the country, as well as small businesses and residents looking to pull permits to invest in their storefronts and homes. Put simply, doing business with the City is a major challenge.



CINCINNATI'S LACK OF DENSITY IS HOLDING IT BACK AND PRESENTS OPPORTUNITIES TO GROW

At 78 square miles, Cincinnati is one of the smallest geographic footprints among peer cities. The City's 309,513 population makes up only 14% of the overall regional population. Cincinnati has the lowest density among geographically smaller benchmark cities (<100 square miles), including a lower density than Columbus, which spans 220 square miles. Cincinnati also exhibits a disconnect between people and jobs. According to an analysis from the Brookings Institution, Cincinnati's central area has a ratio of less than one resident for every four jobs.



While Cincinnati's geographic size is not something that can easily change, smarter land use is one tool in building a more sustainable economic future in Cincinnati and represents an opportunity to create density and foster connectivity between the various neighborhoods and business districts. These findings make clear two things: the essential nature of strategic site development for new jobs and housing, and the imperative to support efforts to build more dense communities that can house the residents, jobs, and amenities that make Cincinnati an attractive place.

THERE ARE UNTENABLE DISPARITIES BETWEEN CINCINNATIANS THAT MUST BE ADDRESSED

While Cincinnati is a diverse community with 40% of residents identifying as Black, overall, Cincinnati is not as inclusive when compared to its peer communities, ranking last in four of the six inclusivity indicators the Commission studied. While there are exceptions, regions characterized by less severe economic, educational, and employment disparities between communities of color and the rest of the population typically outperform their more racially divided counterparts.

Among the starkest findings, Cincinnati has the highest level of income inequality among benchmark cities. Households in the top quintile earn 29 times more than those in the bottom quintile. Additionally, Cincinnati has the largest gap between the top 20% and bottom 20% of income earners, indicating there may not be adequate opportunities for middle-class residents.

Rank	Benchmark city	Ratio of mean income of top 20% versus bottom 20% of households, 2021	Rank	Benchmark city	Median female earnings as share of median male earnings
1	Columbus, OH	13.4	1	Minneapolis, MN	94.7%
2	Indianapolis, IN	14.5	2	Nashville, TN	89.5%
3	Kansas City, MO	15.4	3	Raleigh, NC	82.1%
4	Louisville, KY	15.9	4	Columbus, OH	82.0%
5	Nashville, TN	17.4	5	Indianapolis, IN	81.4%
6	Raleigh, NC	18.6	6	Cleveland, OH	81.0%
7	Minneapolis, MN	18.8	7	St. Louis, MO	80.8%
8	Cleveland, OH	21.4	8	Louisville, KY	79.8%
9	St. Louis, MO	24.0	9	Kansas City, MO	76.3%
10	Pittsburgh, PA	26.5	10	Pittsburgh, PA	74.8%
11	Cincinnati, OH	29.4	11	Cincinnati, OH	71.7%

Rank Benchmark city Share of Black workers in management occupations

1	Pittsburgh, PA	9.2%
2	Kansas City, MO	8.5%
3	Raleigh, NC	8.3%
4	St. Louis, MO	8.1%
5	Columbus, OH	8.0%
6	Indianapolis, IN	7.6%
7	Nashville, TN	7.1%
8	Cincinnati, OH	6.5%
9	Cleveland, OH	5.7%
10	Minneapolis, MN	5.6%
11	Louisville, KY	5.5%

Rank Benchmark city Foreign-born share of population

1	Columbus, OH	15.1%
2	Raleigh, NC	13.8%
3	Minneapolis, MN	13.7%
4	Nashville, TN	13.6%
5	Indianapolis, IN	10.9%
6	Louisville, KY	9.9%
7	Pittsburgh, PA	8.6%
8	Kansas City, MO	8.0%
9	Cincinnati, OH	6.9%
10	St. Louis, MO	6.2%
11	Cleveland, OH	5.7%

Rank Benchmark city Ratio of percent of Black residents with a bachelor's degree or higher to percent of White residents with a bachelor's degree or higher

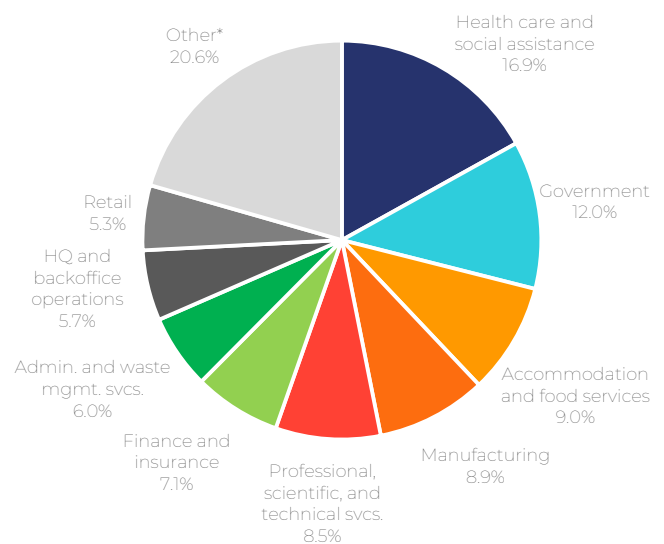
1	Nashville, TN	0.58
2	Indianapolis, IN	0.57
3	Louisville, KY	0.53
4	Raleigh, NC	0.51
5	Cleveland, OH	0.45
6	Columbus, OH	0.44
7	Pittsburgh, PA	0.40
8	St. Louis, MO	0.37
9	Kansas City, MO	0.35
10	Minneapolis, MN	0.30
11	Cincinnati, OH	0.26

Rank Benchmark city Ratio of median income between White and Black households

1	Indianapolis, IN	1.5
2	Nashville, TN	1.5
3	Columbus, OH	1.6
4	Cleveland, OH	1.7
5	Louisville, KY	1.7
6	Kansas City, MO	1.9
7	Raleigh, NC	2.1
8	St. Louis, MO	2.1
9	Pittsburgh, PA	2.3
10	Minneapolis, MN	2.4
11	Cincinnati, OH	2.6

CINCINNATI HAS A DIVERSE ECONOMY THAT POSITIONS IT WELL FOR SUCCESS

Cincinnati has a diversified economy where no major industry category exceeds 17% of employment. This diversity, combined with a strong presence of Fortune 1000 headquarters and key institutions like the University of Cincinnati and Cincinnati Children's Hospital and Medical Center, foster an environment of enhanced economic resiliency. Cincinnati is also the ever-expanding innovation hub for the region as evidenced by its concentration of patents, university R&D funding, and workers in STEM related fields – all areas where Cincinnati outperformed most of its peers.



*Other includes Construction, Other Services (except Public Administration), Arts, Entertainment, and Recreation, Educational Services, Wholesale Trade, Transportation and Warehousing, Information, Real Estate and Rental and Leasing

SETTING BIG GOALS & IMPROVING OUTCOMES

As it conducted its work, it became clear to the Futures Commission that the City's lack of measurable goals was hindering its ability to move the needle on the metrics that drive growth for residents and the City's budget. Instead, the City was broadly guided by a set of plans or strategies that at best were aware of the others' existence but were often wholly separate or even in conflict. This left policymakers and City leaders without clear guides to assess operational changes, investments, and new policies. What's more, the lack of clear metrics for growth made it harder for outside partners to work with the City to drive meaningful improvements.

Similarly, the Futures Commission's analysis made clear that the City was not regularly benchmarking its operations and budget against a set of peer cities to understand where it was excelling and where it should focus efforts on improvements.

The Futures Commission believes that it is critical for the City to adopt a set of clear goals and align its operations, investments, and policies to achieving them. Over the next decade, the City has the opportunity to achieve, at a minimum:

26,000
NEW RESIDENTS

44,000
NEW JOBS

\$21,500
INCREASE IN PER
CAPITA INCOME

The Commission set these goals after an assessment of the City's current growth rates, an analysis of our peer cities, and an understanding of the impacts the Futures Commission's recommendations could have. These goals are attainable and could even be exceeded under the right circumstances. Importantly, they would also cement the City's growth trajectory into the future.

The benefits of achieving these growth goals would be immense for the community. Increasing the per capita income would directly improve the lives of Cincinnatians struggling to find and afford housing or access a good paying job. It would mean more neighbors in our community spending their dollars in the City's neighborhood business districts, and it would mean new companies located inside the City, bringing direct and indirect economic investments. Based on analysis for the Futures Commission achieving these goals would bring an economic impact of more than \$15 billion over the next 10 years.

\$15 BILLION IN TOTAL ECONOMIC IMPACT BY 2033 FROM 44,000 NEW JOBS

2033	Jobs	Labor income	Value added	Economic output
Direct	44,000	\$3,445,133,633	\$5,214,315,525	\$8,956,644,993
Indirect	16,181	\$1,269,676,482	\$2,209,840,723	\$3,795,849,858
Induced	12,989	\$799,662,878	\$1,387,455,911	\$2,383,237,066
Total	73,169	\$5,514,472,994	\$8,811,612,159	\$15,135,731,917

For the City, achieving these goals means significant growth in revenue to support the City's operations. Over the next decade, the analysis shows that earnings and property tax receipts would increase by \$254 million in the coming decade, and even more beyond that timeframe.

COMMISSION TARGETED GROWTH GOALS

Over 10 years, Cincinnati Could Add:

- 26,000 new residents
- 44,000 new jobs
- \$21,500 increase in per capita income
- \$21,000 increase in earnings per job

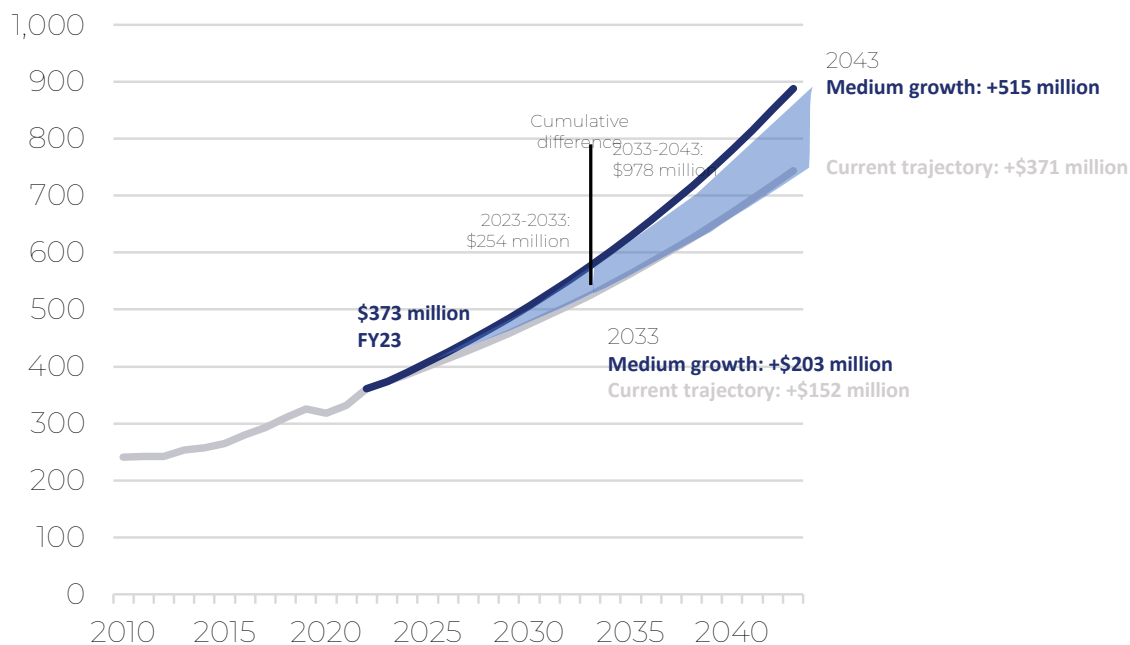
Over 20 years, Cincinnati Could Add:

- 54,000 new residents
- 96,000 new jobs
- \$55,000 increase in per capita income
- \$49,000 increase in earnings per job

New Revenue Impact to the city:

- An additional \$203 million in year 2033
- \$51 million more than current trajectory in year 2033
- \$254 million more cumulatively from 2023-2033

EARNINGS AND PROPERTY TAX REVENUE



Commissioners felt strongly that starting with goals would help the City and its stakeholders chart a clear path toward growth. To be clear, the identified growth goals are minimum goals. The Futures Commission believes that if the City is going to usher in a new era of growth, it should strive to achieve and surpass these goals. For example, if the City achieved this population growth goal, it would nearly double the City's growth rate over the previous ten years. The City should look to be more competitive with its fastest-growing peer cities. Additionally, these four goals also track to the feedback received from the majority of our stakeholders and survey respondents.

Finally, and this cannot be stressed enough, achieving the growth goals could put the City on a path to dramatically exceed its revenue projections, ultimately allowing for a future reduction in the earnings tax rate.



USHERING IN A DECADE OF GROWTH

After all of the analysis and engagement, the Futures Commission aligned around a set of recommendations that focus on two key objectives:

- ➔ ALIGNING THE CITY'S OPERATIONS TO SUPPORT GROWTH
- ➔ INVESTING IN PROVEN, STRATEGIC DRIVERS TO ACHIEVE GROWTH GOALS

The Futures Commission believes that the City must take proactive and bold steps to usher in an era of growth. In addition to the steps it must take to create a structurally balanced budget that is sustainable, the City must make a meaningful investment in its future growth. The Futures Commission believes that investment should be aligned to the City's greatest needs and top priorities. Our prioritized investments focus on creating sites for good jobs, increasing affordable and attainable housing, supporting neighborhood redevelopment and growth, and doubling down on proven support structures that reduce disparities through investment in minority-owned businesses at all levels. Importantly, the Futures Commission believes investments should be coupled with aligning the City's operations to support growth – in other words, the City should work to improve its culture, structures, and bureaucracy.

This section elaborates on each of these strategies in more detail.

ALIGNING THE CITY'S OPERATIONS TO SUPPORT GROWTH

While the City has grown over the past decade- reversing the 50-year trend of decline- when compared to peer cities, Cincinnati's growth is in the bottom half, with others making far more strides. Given that market conditions and inflation have made development more difficult in general, developers from Cincinnati and from out of town are choosing to skip this market or decrease their investment here and work in cities and regions where it is easier to do business and that are incentivizing growth appropriately.

Historical growth rate comparisons, Annual growth since 2010

Population			Jobs		Per capita income		Average annual earnings				
1	Raleigh	1.34%	1	Raleigh	2.78%	1	Nashville	5.43%	1	Nashville	3.04%
2	Columbus	1.16%	2	Nashville	2.29%	2	St. Louis	5.25%	2	Louisville	3.01%
3	Nashville	1.03%	3	Columbus	1.33%	3	Pittsburgh	4.59%	3	Minneapolis	2.81%
4	Minneapolis	0.87%	4	Louisville	1.23%	4	Cleveland	4.59%	4	Raleigh	2.65%
5	Kansas City	0.84%	5	Minneapolis	1.09%	5	Minneapolis	4.41%	5	Columbus	2.62%
6	Indianapolis	0.58%	6	Indianapolis	0.86%	6	Raleigh	4.40%	6	Cleveland	2.59%
7	Louisville	0.38%	7	Kansas City	0.79%	7	Indianapolis	4.15%	7	Indianapolis	2.56%
8	Cincinnati	0.35%	8	Cincinnati	0.22%	8	Columbus	4.10%	8	Cincinnati	2.55%
9	Pittsburgh	-0.07%	9	Cleveland	0.13%	9	Louisville	4.08%	9	St. Louis	2.47%
10	Cleveland	-0.75%	10	St. Louis	-0.15%	10	Cincinnati	3.89%	10	Pittsburgh	2.40%
11	St. Louis	-0.90%	11	Pittsburgh	-0.28%	11	Kansas City	3.79%	11	Kansas City	2.28%

Source: Census Bureau, Lightcast

The Futures Commission conducted meetings, interviews, and focus groups with more than 70 stakeholders who conduct business with the City in some manner. These include people from a variety of groups, such as nonprofit organizations, community advocate groups, small businesses, economic development professionals, and large companies. By and large, these stakeholders were passionate about and loved the Cincinnati community and individual neighborhoods but found working with the City to be challenging, especially if their organization had to rely on more than one City department to obtain what they needed to implement their project or program.

Almost any project – whether it be a new neighborhood development, opening a small business, affordable housing construction, building or expanding a corporate headquarters, or any number of pro-growth efforts – relies on more than one City department to implement a project. As expected, many projects touch the Department of Community and Economic Development, but nearly all of them must also gain approvals from or interact with some combination of Buildings & Inspection, Law, Planning & Engagement, Greater Cincinnati Water Works, the Department of Transportation and Engineering, Fire, and Health. After working with City Departments, many also require approval from the Planning Commission,

City Council, and sometimes the Historic Conservation Board. Currently, there is no one at the City who is specifically tasked with ensuring that projects and initiatives that will grow the City are guided through the multitude of layers of City government required to bring that investment to fruition.

It would be unreasonable to place this burden on one department or even a small subset of departments, which would require peers to lobby peers in seeking to make progress when an item is caught up in another department. When one department's priorities conflict with others' priorities, projects will continue to meet roadblocks to completion.

This situation is indicative of the number one issue stakeholders raised in conversations: they do not believe that City leaders have explicitly taken a pro-growth stance and have not conveyed a positive vision toward growth to the City administration or externally to the public at large. It isn't that stakeholders disagreed with City Hall's economic agenda – they simply don't believe the City has one. Further, stakeholders worry about working with the City because they do not see the different segments of the City working together with one set of priorities – the Mayor, Council, City Manager, City staff, and various approving boards do not

seem to be on the same page, nor consistent, in the way that they approach growth initiatives. In fact, some cited that staff would warn them against certain projects knowing that even though the project technically qualified under the City's written incentives policy, that the project may not make it through Council, Planning Commission, or other approvals because it might face resistance based on the type of housing it was providing, the mix of contractors involved, or objections of a small group of residents speaking on behalf of an entire neighborhood.

While stakeholders were consistent in discussing the need for a pro-growth vision, they did seem to be split in their perceptions of the day-to-day culture of staff and working with individual departments. Many perceived the City as hostile toward development and as instituting a "culture of no."

"I also think working with the city has been a nightmare... I would say it could be active sabotage, preventing you from being able to actually be in business to make money, whether it's navigating legal, taxes, all these different things." - Small Business Owner

Other stakeholders expressed a belief that most City staff members are well-intentioned but have not been given the guidance, training, tools, or most importantly, empowerment that they need to successfully do their jobs. The perception of those stakeholders is that staff are taught – either explicitly or implicitly – to always be skeptical of outside organizations, even after the City has awarded funding for the outside group or sought to partner in some manner. Multiple stakeholders said that they just never felt like they had an advocate inside the City. Some of the City's more frequent economic development partners praised the current Administration for building good relationships, but they still cited difficulties in numerous parts of the process.

Another issue that was repeated by many stakeholders is that most external people who work with the City do not know who to call on any given issue. Turnover has impacted the pipeline of staff, particularly in the economic development

"We went through Hamilton County Board of Health, we had the same sanitarian every time, they helped us get the license, they explain things to us. They seem like they had more staffing and their staffing didn't seem stretched. Everybody at the Board of Health feels like they're under staffed, they never have enough support." – Small Business Owner

"It's frustrating that you spend so much money and so much effort and time in the city who could help you, but it is not helping. And so we're trying to organize to get that one voice to larger voices to do that, but it's not easy." – Neighborhood District Small Business Owner

space. When something goes wrong or approval is needed, it was often unclear who the ultimate decisionmaker was on the issue. Even those who worked most frequently with the City expressed frustration with the constant change in who they were supposed to rely on to ask a question or get something done.

Almost every stakeholder from both the economic development and community spaces noted how slow and cumbersome it is to work with the City. There are community groups waiting months to be paid on awards already approved by Council. The Futures Commission consistently heard about instances where contracts or development agreements took months to turn around. Adding to the challenges presented by these long turn arounds, the City also requires all development agreements to originate from its own Law Departments, slowing down the speed of these agreements by weeks and months, costing a significant amount of money.

One small business owner in a focus group said they paid extra for Coordinated Site Review service, which is supposed to expedite the process, only to be told at the end that what they had been told in the early part of the process was incorrect and that they wouldn't be approved by the actual department that made the decision on the permit they needed. They had already spent thousands buying equipment that was now rendered useless.

to slow down how much they invest in the City of Cincinnati and even in the region. Places like Nashville and Columbus are becoming known as cities where adding housing and small businesses is a priority according to stakeholder conversations.

One person noted that their organization has several plots of land in the City but hasn't worked on a project here in three years because it's just too difficult.

RECOMMENDATION: THE CITY OF CINCINNATI SHOULD CREATE AN OFFICE OF STRATEGIC GROWTH.

As discussed throughout this report, the Futures Commission believes the City of Cincinnati should commit to and enact a pro-growth strategy, with goals and metrics around adding people and jobs and increasing income for new and current residents. To be successful, the City needs to implement a strategy, structure, and culture at City Hall that works toward these goals on a day-to-day basis. It is crucial that elected City leadership and the Administration make it clear to City staff that these goals are a north star to strive for when approaching work.

As part of the overall implementation of the strategy, the Futures Commission recommends that the City create an Office of Strategic Growth, staffed by three or four full-time employees and housed in the City Manager's Office, that would be empowered to implement the strategy and cut through red tape to ensure that potential projects and investments in the City come to fruition in an efficient, streamlined manner.

By placing this Office within the City Manager's Office, it will clearly demonstrate that the pro-growth agenda is a priority for the City and will enable those housed within that office to utilize the power of the City Manager to push other departments to implement a "culture of yes" when it comes to investment and growth in Cincinnati. It is deeply important that this office functions as the primary advocate for growth for the City and not as a gatekeeper that adds layers for approval. This will eliminate the challenge that currently exists at the City, where development oriented departments are often asked to engage other departments to push forward a project or initiative.

The Futures Commission recommends that this office serve as the central hub of coordination of City departments for growth-related projects and initiatives. It should be responsible for directly overseeing the work of the primary departments related to growth – Community & Economic Development, Planning & Engagement, and Buildings & Inspection, while also having the authority to convene other departments when needed to coordinate growth initiatives. It should also serve as the central hub for coordinating with critical third-party partners, such as REDI, 3CDC, the Port, and other community developers to execute an overall vision for growth and support the efforts made by these groups. It should create clear, transparent resources that outline processes for working with the City on growth activities and what resources are available related to items like tax incentives, grant programs, and partnerships.

The office should also serve as a convener and resource to connect employers seeking to add jobs to workforce programs and related efforts in the City. There are many partners who work on workforce issues, so the City does not need to replicate those programs or create something new to aid employers, but it should ensure that it can serve as a repository of information and connector of employers to those training the employees of the future.

The Office of Strategic Growth's performance should be measured against the goals that are outlined in this report along with metrics determined by the City through a formal Development Process review.

RECOMMENDATION: THE OFFICE SHOULD LEAD A DEVELOPMENT PROCESS REVIEW TO ASSESS CITY PRACTICES AND ENGAGE STAKEHOLDERS TO IDENTIFY GAPS, METRICS FOR SUCCESS, AND BEST PRACTICES FROM PEER CITIES.

Among the first tasks of this newly formed office should be to undertake a development process review to understand all the structural and cultural roadblocks to development that currently exist and plans to reform the process to orient it toward growth. At a fundamental level, even before discussions around incentives and land use, the Futures Commission consistently heard that the process of doing development in Cincinnati was more cumbersome than our peer cities, and the lack of clear City-wide leader to fix that process was a major challenge. This review is designed to address that process head on and improve the City's operations.

The Futures Commission believes that the City should engage outside support for this review and engage with the business community to ensure that the review is thoroughly and impartially conducted. It is also essential that the City engage with development leaders from the area, nonprofit community development organizations, and other stakeholders to ensure a comprehensive review is conducted and realistic solutions come out of the process. The Futures Commission expects that to be a one-time expense of \$1 million.

Over the last year, the Futures Commission engaged enough stakeholders to know that these issues are complex and touch the entire City's operations, not just one department or type of project. This report details many of those issues but is certainly not exhaustive.

The Futures Commission also reviewed data that indicated that the City seems to be understaffed compared to peer cities when it comes to its economic development functions. Assessments like this are complicated and are not always apples to apples comparisons. For example, some economic development functions are folded into other departments or outsourced in peer cities. What was clear though, was that the City of Cincinnati appeared under resourced in its development related departments (Community & Economic Development, Planning & Engagement, Buildings & Inspections, Economic Inclusion, and Law) compared to peer cities with 240-300 employees in similar functions.

The Futures Commission is not recommending automatically increased staffing for these functions in this report. It believes that appropriately staffing these departments is one component of a successful development process. However, staff capacity was not the biggest challenge identified during the Futures Commission's engagement, and increasing staff without also improving the City's processes and culture will not solve the problem.

RECOMMENDATION: COMPLETE AN UPDATED LAND USE PLAN.

The City passed Plan Cincinnati, its comprehensive plan, in November of 2012. Many of Cincinnati's neighborhoods, business districts, and corridors have changed substantially since the last plan, and the need to focus on housing has only increased over the last decade. An updated plan provides an opportunity to think through how best to address the changing landscape of the City for the needs of today and into the future.

The City is already in the process of undertaking meaningful land use reforms with its Connected Communities work, and an update to its citywide land use plan is a logical next step. The Futures Commission believes it is time for the City to update that plan, implementing a new plan that is developed with the pro-growth goals and recommendations in mind.

Despite Cincinnati being landlocked geographically and one of the smallest among its peers in land area, Cincinnati ranks last in density, making clear that the City has unused or underutilized land to be put to higher and better uses. This presents a great opportunity to examine and explore how Cincinnati can better utilize space to build housing, expand job growth, and improve overall livability in Cincinnati.

For the City to effectively drive growth through the investments laid out in this report, the City's updated land use plan needs to be bold in its approach to increasing density and supporting growth and change in neighborhoods.

INVESTING IN PROVEN, STRATEGIC DRIVERS TO ACHIEVE GROWTH GOALS

The City of Cincinnati has three main types of tax incentive programs that it uses to boost development and growth in Cincinnati: Job Creation Tax Credits, Residential Property Tax Abatements, and Commercial Property Tax abatements. There are other tools in the development toolbox, but these are the main drivers for what the City can provide to facilitate development. Feedback from stakeholders on the use of these incentives and data around development in Cincinnati and among peers indicate that while some of those tax credits are comparable and competitive, in other instances the City is significantly limiting incentives for growth at a time when other cities are accelerating them.

Additionally, as noted in the previous section, the City's slowness in responding to growth opportunities and within the development process is hindering its ability to grow as potential employers or builders of housing and commercial property are choosing to invest elsewhere. As one stakeholder put it: "The City needs to increase its pace to get in the game and stay in the game." Otherwise, it's being left behind by other jurisdictions in the region, or worse, other regions altogether. Given the rising costs of materials and labor and other factors in the market making construction difficult, time is money and potential projects are shifting to places where they can get things done expediently.

BUSINESS RETENTION AND ATTRACTION WITH JOB CREATION TAX CREDITS

Attracting good paying jobs to the City is crucial for long-term growth and stabilization of the tax base since such a large segment of the City's revenue comes from the earnings tax. It is also a significant factor in retaining and attracting residents who would otherwise live elsewhere, including the increasing number of students who are graduating from local universities like the University of Cincinnati and Xavier University, and making decisions for their future based on where they can get employment in competitive industries and see opportunities for future advancement.

It's important to note that even before Job Creation Tax Credits come into play, the City must have adequate sites for jobs to locate. Currently, the City has almost no sites that could adequately accommodate the space needed to put businesses in targeted industries for Cincinnati's growth. That need is addressed in a separate section below.

The most prominent location where there are potential sites for growth beyond downtown office space is in Uptown, including the state-designated Innovation District, which has received a great deal of funding from the State of Ohio for development of that corridor. As the City thinks about its incentive programs, it should pay special attention to this area given the ability to leverage so many other funds and partners, and to increase its connectedness to downtown and the businesses that operate there. In general, Uptown and downtown should be viewed by the City and the business community as synergistic and more attention should be paid to that relationship over the next decade.

The City of Cincinnati contracts with REDI Cincinnati, the local affiliate of JobsOhio, as a third-party partner to perform many job attraction, retention, and expansion functions. The Futures Commission applauds this partnership as many components of that work are incredibly specialized and would not be possible without a significantly larger investment from the City that would cost taxpayers far more than their current investment.

In coordination with REDI, City economic development staff perform retention and expansion visits with companies already in Cincinnati. This is considered the backbone of economic development. The feedback from REDI, City staff, and other local businesses and stakeholders is that the City has done a great job of working to ensure the right staff is available and attends these visits, particularly when they are made aware of priority visits by REDI. Some noted that staff capacity and availability can sometimes be an issue for the City for some visits that aren't the highest priority. That might be an area to target in the Development Process Review study, but overall, this is a strength of the department.

Additionally, the City of Cincinnati's Job Creation Tax Credit Incentives are largely in line with its peers and competitive in the market. Most companies who work with the City find it to be reasonable in the amounts proposed and awarded for the number of jobs and salary range when compared with the State and other Ohio cities. The City should be commended for this effort and for what was described by some stakeholders as flexibility in how things were structured when necessitated by the deal. There is some room for improvement on the availability of refundable tax credits, but overall, stakeholders seemed satisfied with what the City offers.

Where the City needs improvement is in its response time to businesses looking to potentially move to the City. Multiple stakeholders mentioned that the time it takes the City to respond with an initial offer when there is an opportunity is several times longer than others. Most other cities and JobsOhio can get initial offer letters to companies in 3-5 days, some taking about a week. The City of Cincinnati generally takes about 6-8 weeks. At that point, they typically will have been taken out of the competition. There are multiple examples of the City being too late to the game to compete with other jurisdictions.

The proposed Development Process Review should look into the root cause of why the City is so far behind its peers in responsiveness, but some stakeholders had varying theories as to why this might occur. The first is that there are too many layers of approval for official offers, even for the most basic deals. In most jurisdictions, offers are made based on the size and complexity with smaller deals requiring less approval and leveling up as the deals and potential incentives get bigger.

Another potential issue is the City's lack of a "ready to go" standard offer policy for Job Creation Tax Credits to at least get them in the door at a minimum threshold. This is not to say the City should be offering incentives to every potential employer. The types of jobs and wages are incredibly important. But if a potential employer meets certain criteria, the City should have a set of standard offers for incentives that staff is able to convey without several layers of approval as a starting point. The City's inability to do this can lock them out of opportunities.

And the timing issues must be addressed once the City gets "in the game" and an offer is considered. The same issues were cited as being problematic for companies in negotiations with the City over incentive agreements. The City is perceived to take a laid back approach once a company is engaged in the process, with further agreement drafts and revisions taking a substantial amount of time. That can be a detriment to the partnership because, as discussed above, time is money and some important decisions for companies need to be made and rely on the City's good faith effort to move forward.

RESIDENTIAL PROPERTY TAX ABATEMENTS

It is no surprise to anyone in this community that there is a need for more housing. The shortage of units – both affordable and market rate – has been documented by several organizations, studies, and the City itself. Further, a recent Cincinnati Regional Chamber study showed that more than half of all neighborhoods in the City have seen a reduction in housing units over the last decade and those neighborhoods that have seen growth – outside of a couple of neighborhoods – have seen less than a 10% increase in housing units.

In focus groups, the Futures Commission found that housing was a worry for most participants. This included housing availability at all income levels. Students and young professionals worried about where they might find affordable smaller homes like condos, and some middle-class families who had left the City cited that they couldn't afford to stay and have a home big enough to grow their families. There were low-income residents who worried about finding any type of adequate place to live and even many higher income individuals were worried that the city might not be putting enough attention toward that issue.

This is a clear call for more housing. And yet, the City has consistently lowered incentives for those trying to build housing in the City, especially market rate, when Cincinnati's peer cities are ramping up housing incentives. The City recently revised its residential incentive program to lower incentives for housing in neighborhoods that have started to see growth. The City kept the same incentives in neighborhoods that have not seen growth, hoping that the market would shift to those neighborhoods. Unfortunately, and as many stakeholders who opposed the proposal predicted, that shift has not happened, slowing the pipeline of housing units in neighborhoods outside of downtown.

COMMERCIAL PROPERTY TAX ABATEMENTS

Commercial property abatements, which are used to incentivize building or renovating a residential, commercial, industrial, or mixed-use facility, are plagued with many of the same timing and financial issues as outlined in the above sections. Many stakeholders cited delays and difficulty getting the City to trust that they were genuine in their needs. Some noted that the State of Ohio Historic Tax Credit program was actually the largest driver of how commercial and residential development happens in the City because City incentives alone cannot come close to accomplishing what is needed.

Again, in this space, the issue of timing was brought up several times by stakeholders. In multiple instances, developers waited over six months to receive a draft development agreement. Developers who

had previously worked with the City had offered to use prior agreements as templates and the City insisted that it must be the first drafter of development agreements and refused drafts from the developer. Stakeholders felt that they are met with skepticism, even if they had worked with the City for years on other projects. Many stakeholders also noted that there was rarely clarity on what was on the table and that the City seemed to want to leverage the abatement process to deliver on other goals, even when the project met all the criteria for the abatement. Others said they would spend months negotiating a development agreement only to be told that “things have changed” and would need to continue negotiating. The lack of expediency, consistency, and reliability is a clear issue that the City must figure out if it hopes to increase housing in a manner necessary not only to grow, but even to simply house those who live here now.

Cincinnati's peer cities are ramping up housing incentives. Columbus recently announced a 100% abatement incentive for housing across the entire city because it acknowledges the need is so great. It is creating far more housing by doing so, while Cincinnati's abatement process is mired in complexity. In Cincinnati, the City has instituted a Voluntary Tax Incentive Contribution Agreement (VTICA) that is largely perceived to be required of developers in order to make it through the process. This is a contribution equivalent of 15% of taxes owed that is placed toward a variety of City Council priorities.

Further, the negotiated agreement between Cincinnati Public Schools and the City of Cincinnati to have developers provide a Payment in Lieu of Taxes (PILOT) of 33% to Cincinnati Public Schools is an impediment to incentivizing new housing. This PILOT is paid for both residential and commercial development. The school district has been adamant that this is necessary to its budget, yet these payments represent dollars that the school board wouldn't have otherwise received had the housing never been built.

Given the extraordinary need for housing in Cincinnati, the City policy on residential abatements should be focused on building as much housing as possible. And based on what the Futures Commission heard from stakeholders, this requirement to of a PILOT is making the Cincinnati market less competitive for housing developers who can choose to invest and build elsewhere. Implementing a policy today that incentivizes the building of as much housing as possible in the near-term has a substantial long-term benefit for the school system of increased property taxes from units that would not have otherwise been built. The City and school system are due to negotiate a new agreement soon and the Futures Commission recommends that if housing is a priority for the entire community, the barrier that the 33% PILOT presents should be examined and addressed.

Between the VTICA and the Cincinnati Public School's PILOT payment, Cincinnati's base incentive is at maximum 52% and this is before the City's own incentive policy reduces the abatement for certain neighborhoods. Again, this does not make sense if the City wants to compete for private housing development. Unfortunately, the City itself cannot develop housing and it would not be wise to have the City do so as there is a lot of risk. Therefore, it must compete with other cities for housing development and right now, the residential incentive program is not achieving what it needs to compete. The Futures Commission believes the City should strengthen its housing abatement policy based on these factors.

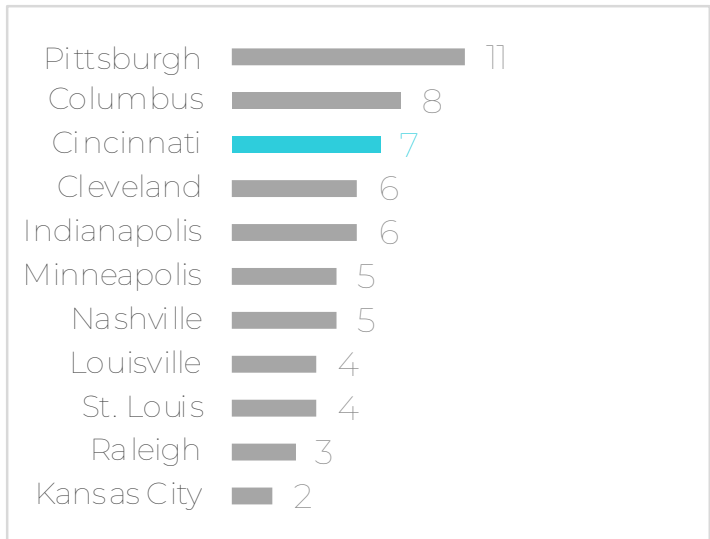
Thankfully, the City has yet to reduce the commercial abatement policy in certain neighborhoods as it has on the residential side. The Futures Commission highly recommends that the City act more strategically and competitively with a data driven approach if it wants to change its commercial program. As of now, between the VTICA and PILOT for Cincinnati Public Schools, the incentives are already behind Cincinnati's peers.

Lastly, with the winding down of the pandemic and the increase in hybrid work, the City must think about how to drive greater incentives to job hubs and to industries where full-time in-person schedules are the norm.

SITES FOR GOOD JOBS FUND

Cincinnati's diverse economy benefits from a broad array of industries where employment exceeds the national averages. Building on a foundation that includes seven Fortune 1000 companies, thriving educational institutions and notable medical centers, Cincinnati flourishes as a hub for commerce. Leveraging regional strengths in areas such as consumer goods, financial services, and life sciences provides the City with many strategic advantages. Targeting corporate headquarters, research and development operations, and technology focused companies will bring talent and high-paying jobs to the region – increasing the City's tax base and impacting economic growth throughout the city. However, Cincinnati must go further by making a concerted effort to expand the city's middle class and provide greater economic opportunity for all citizens.

NUMBER OF FORTUNE 1000 HQS WITHIN CITY (2022)



Relative to peer cities, Cincinnati's lack of overall prosperity is sobering. Cincinnati's median household income stands at 10th out of 11 peer cities. Even worse, Cincinnati experienced the slowest growth in this peer group from 2016-2021. The cause of low wages is multifaceted, but weak labor participation rates, poor educational attainment levels, and the erosion of middle-class jobs in manufacturing and related industries are all contributing factors. This has a predictably negative impact on many Cincinnati residents' overall quality of life, including access to housing, healthcare, and other basic necessities.

Yet Cincinnati has an opportunity to significantly accelerate job and wage growth while becoming a national leader in efforts to attract new manufacturing projects. Cincinnati's manufacturing presence is already notable, as the high concentration of manufacturing employment above national levels is atypical for cities – especially for one with a smaller geographic footprint.

In recent years, macroeconomic and global issues have contributed to Ohio specifically, and the United States more broadly, experiencing rapid growth in manufacturing. State leaders and JobsOhio have aggressively pursued these projects while taking advantage of federal policies that encourage and incentivize domestic manufacturing. A sign of this manufacturing boom is seen through private investment as real manufacturing construction spending has doubled nationally since the end of 2021.

While Cincinnati has strategic advantages in this space, the City should implement a bold plan with partner organizations to address the major issue preventing it from attracting new jobs and investment: the lack of job ready sites. Economic development partners such as the Port, REDI Cincinnati, and JobsOhio all advise that site control and availability are critical issues for attracting new companies, especially in the manufacturing industry. However, the City is facing a dearth of sites that are ready to locate new projects. This is illustrated by the City's inability to respond to most site selection requests. In 2023, the City only submitted seven sites for the nearly 400 opportunities presented to the region for job attraction and expansion.

Fortunately, potential sites do exist. As an established city with a strong history of manufacturing, the city is replete with opportunities that include underutilized land, abandoned commercial properties and contaminated brownfields sites. Many of these sites are already adjacent to essential infrastructure. However, the current condition of these properties is not only bad for neighborhoods and residents but makes it impossible to attract new development until these sites can be acquired, remediated, and marketed for development. As a longtime partner with the city, the Port is well positioned to lead this vital work.

RECOMMENDATION: CREATE A \$100 MILLION SITES FOR GOOD JOBS FUND WITH THE PORT TO IDENTIFY, ACQUIRE, AND INVEST TO IMPROVE SITES WHERE GOOD JOBS CAN LOCATE.

To accelerate job creation and wage growth in Cincinnati, the City should partner with the Port to lead an effort to identify, acquire, and invest in the creation of development ready sites. By pursuing this strategy, the Futures Commission believes the City can significantly increase its ability to compete for new projects.

Survey respondents ranked prioritizing “the increase in availability of well-paying jobs by attracting, retaining, and growing companies in the City” as their second highest priority for city government. This was especially popular among lower-income residents who were more likely to select this option than the average respondent.

A recent analysis by the Port estimated that a \$190 million investment to acquire and improve 500 acres of land could result in the creation of 9,200 total local jobs. In the initial phases, 1,166 construction jobs would be supported annually with average compensation of \$75,000 per year. Demolition, infrastructure, and site readiness work alone is estimated to include economic benefits of \$944 million in total labor income, nearly \$1.2 billion in GDP contributions and \$2.1 billion in gross economic output during the 10-year development period in Ohio.

Once operational, it is estimated that businesses are expected to employ 7,000 advanced manufacturing employees directly with an average compensation of \$78,000 per year. The 9,200 total jobs created includes direct, indirect, and induced employment and generates labor income of \$696 million, GDP contributions of nearly \$1.1 billion, and economic output of \$2.6 billion in steady-state. Overall, it is estimated that this will contribute \$89 million in total state and local taxes annually.

Importantly, this fund would primarily be used for site acquisition while accessing other funding streams to support remediation and site readiness efforts. Traditionally, the Port has had success attracting brownfield and infrastructure dollars to support its work. However, two recent developments highlight the new focus by state and local governments and the increased opportunity for funding.

At the state level, Ohio recently created the \$750 million All Ohio Future Fund to support one-time local infrastructure costs that are necessary to prepare sites for future economic development projects. This

funding, however, cannot be used for land/site acquisition costs, making the city investment essential.

Additionally, through the Bipartisan Infrastructure Law passed in 2021, the federal government is making the single-largest investments in brownfield remediation in our nation's history. At \$1.5 billion, this new investment nearly matches the \$1.6 billion in cumulative brownfield grants from the federal government between 1995-2021.

REDI has also provided additional data to demonstrate the competitive advantage that Cincinnati could create through a site acquisition and development program. While a handful of important Ohio-based mega projects needing thousands of acres have received significant attention in recent years, the majority of site requests are much smaller. In fact, nearly 50 percent of REDI's site requests in 2023 were for less than 50 acres.

REDI SITE REQUESTS (2023)

Acreage Distribution	Percentage of REDI Requests
<10 acres	9/83 (11%)
11-25 acres	14/83 (17%)
26-50 acres	17/83 (20%)
TOTAL <50 acres	40/83 (48%)

CURRENT REDI ELIGIBLE PIPELINE (AS OF 2/2024)

Industry	Jobs
Advanced Manufacturing	1952 jobs (31%)
Aerospace	985 jobs (15%)
Life Sciences	913 jobs (14%)
Food	912 jobs (14%)
IT	870 jobs (14%)

In addition, REDI's project pipeline is overflowing with advanced manufacturing opportunities as well as manufacturing opportunities in industries such as aerospace and food and flavorings.

The long-term viability of the City is tied to its ability to grow and attract jobs and talent while increasing employment opportunities and incomes for city residents. Accelerating economic growth by investing in the creation of job-ready sites is a critical component of this work and has been identified as one of the drivers of growth by the Futures Commission.



INVESTING IN HOUSING & CREATING VIBRANT NEIGHBORHOODS

Cincinnati is a community that distinguishes itself with its diverse and unique neighborhoods. This is, in many ways, a benefit, with pride of place being a core feature of many Cincinnatians who identify first as a resident of their neighborhood before their City. These distinct places also create attractive communities for a wide range of Cincinnatians searching for a place to call home. However, there are downsides to the hyper-local parochialism that exists in Cincinnati, too. Through the Futures Commission's community listening and an analysis of data, the unevenness that exists among Cincinnati's neighborhoods became clear. The citywide gaps between the rich and the poor, black and white residents, and more are all borne out in neighborhoods across the City, and residents are well attuned to those dynamics.

Survey respondents and focus group participants consistently indicate that an increase in housing supply is a main priority. 53% of survey respondents indicated that they would like to see the City prioritize providing more housing options for renters and homebuyers to promote economic growth. When asked about their neighborhoods, City residents would most like to see affordable housing in currently underutilized real estate (48%), with single-family housing as a second priority (41%).



If Cincinnati is going to attract more than 25,000 new residents over the next decade, it cannot do so without dramatically increasing the amount of housing being built in its neighborhoods. That housing needs to be built more densely in places people are already seeking to live, but it also needs to be built in communities that have seen limited or no real estate development in its residential and business districts.

Analysis by the Futures Commission and recent work from the Chamber's Center for Research and Data has confirmed what has long been known – there is a housing shortage in Cincinnati, with too few units available to maintain neighborhoods that are affordable for existing residents and those who are seeking places to live in many of Cincinnati's burgeoning neighborhoods. Over the last decade, fewer than half of all City neighborhoods have had a net increase in new housing units – even in the neighborhoods with the hottest real estate markets. That trend has to be reversed for the City to achieve these growth goals.

The proposed land use plan, discussed earlier, is a critical part of this work. That plan should focus its efforts on land use changes and development in our urban core and across neighborhoods that identify key development sites for housing and jobs. This is a logical next step after the important work already being done on Connected Communities.

But land use and incentive policies alone will not solve the City's neighborhood growth needs. It also requires direct investment of dollars to make projects feasible and seed the ground for growth.

Rank	Benchmark city	Housing permits per 100,000 population
1	Nashville, TN	2,164
2	Raleigh, NC	1,812
3	Minneapolis, MN	866
4	Columbus, OH	680
5	Pittsburgh, PA	670
6	Louisville, KY	446
7	St. Louis, MO	410
8	Kansas City, MO	390
9	Cincinnati, OH	256
10	Indianapolis, IN	240
11	Cleveland, OH	144

Source: Census Bureau, 2022 Building Permits Survey

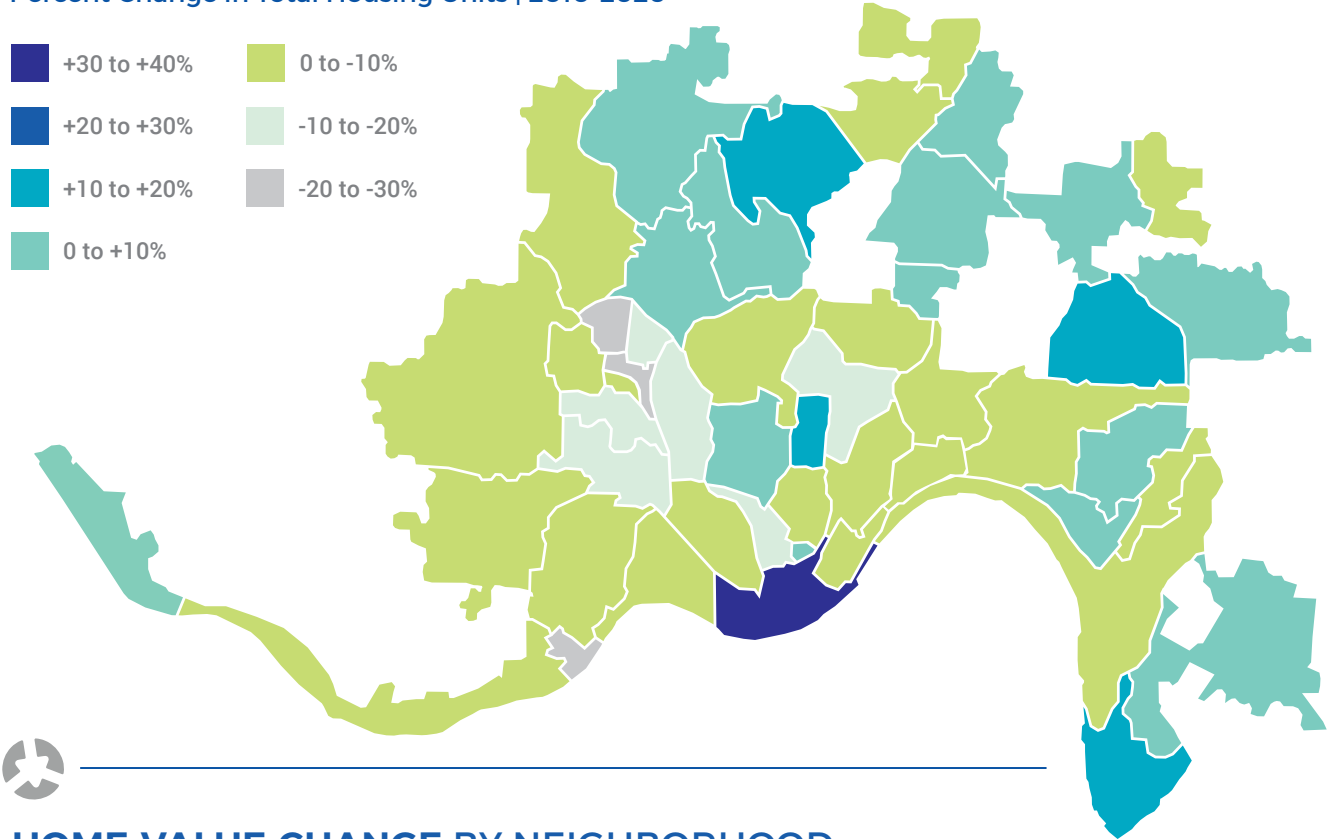
Rank	Benchmark city	Housing cost: percent of housing units where housing costs are <30% of household income
1	Indianapolis, IN	67.2%
2	Kansas City, MO	66.8%
3	Louisville, KY	66.8%
4	Columbus, OH	64.1%
5	Raleigh, NC	63.1%
6	St. Louis, MO	62.9%
7	Pittsburgh, PA	62.7%
8	Nashville, TN	62.2%
9	Minneapolis, MN	62.0%
10	Cleveland, OH	56.8%
11	Cincinnati, OH	56.7%

Source: Census Bureau, 2021 American Community Survey



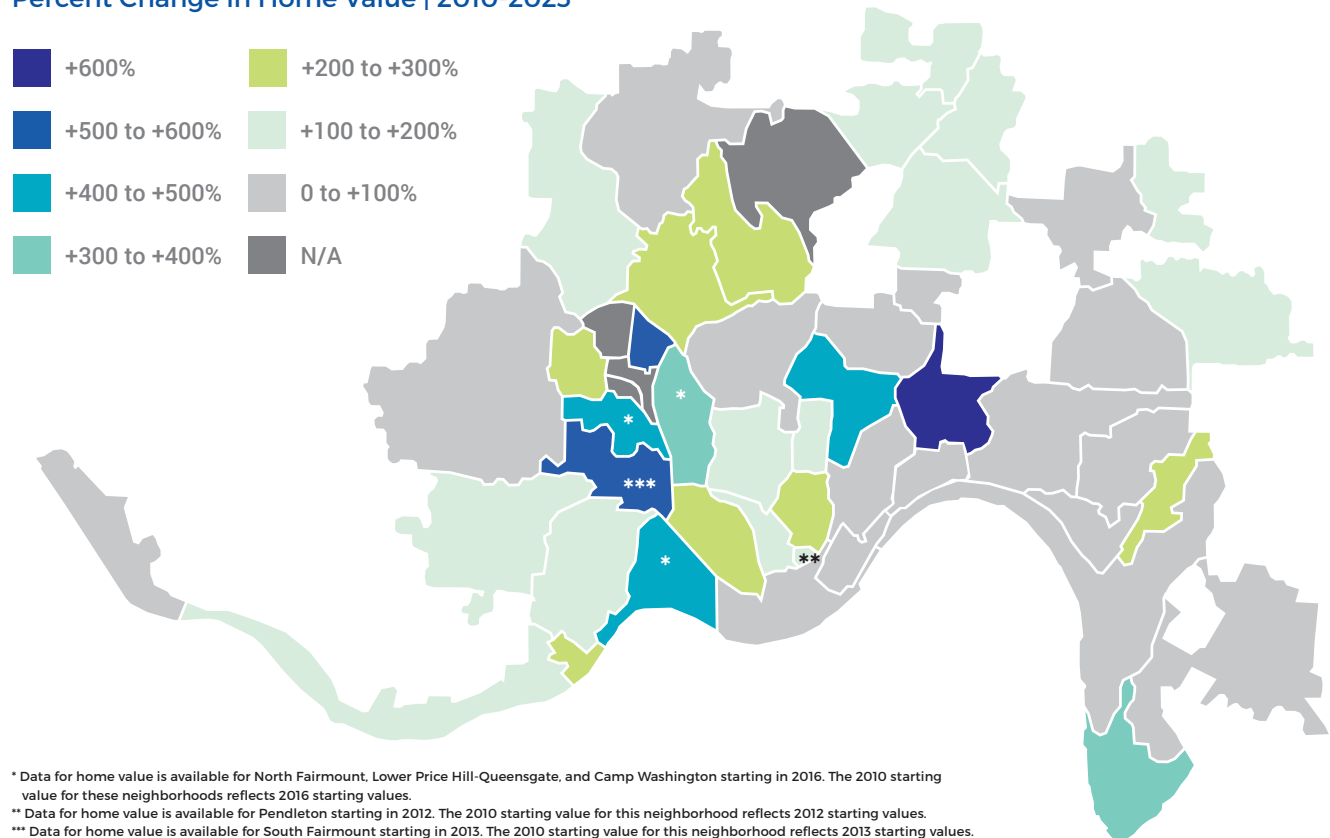
HOUSING UNITS CHANGE BY NEIGHBORHOOD

Percent Change in Total Housing Units | 2010-2020



HOME VALUE CHANGE BY NEIGHBORHOOD

Percent Change in Home Value | 2010-2023



* Data for home value is available for North Fairmount, Lower Price Hill-Queensgate, and Camp Washington starting in 2016. The 2010 starting value for these neighborhoods reflects 2016 starting values.

** Data for home value is available for Pendleton starting in 2012. The 2010 starting value for this neighborhood reflects 2012 starting values.

*** Data for home value is available for South Fairmount starting in 2013. The 2010 starting value for this neighborhood reflects 2013 starting values.

Source: Center for Research and Data at the Cincinnati Regional Chamber

RECOMMENDATION: CREATE A \$50 MILLION NEIGHBORHOOD GROWTH FUND TO ACCELERATE INVESTMENTS IN DEVELOPING NEIGHBORHOODS, WITH TARGETED FUNDING FOR MARKET RATE HOUSING, MIXED USE DEVELOPMENT AND SITE ACQUISITION.

Throughout the Futures Commission's work it became clear that even when neighborhoods had strategies to grow, the biggest inhibitor to that growth was the dollars necessary to gain control of key pieces of real estate or fill gaps in development projects that exist. Catalyzing a new Neighborhood Growth Fund is an essential component of the Futures Commission's economic agenda. This fund is designed to support housing development, business district storefront activation, and the types of mixed-use amenities that drive population growth in corridors and neighborhoods.

"We were looking for a community where our kids could play outside and with a fairly stable school system...We looked in different areas of the city or even closer into the city and we couldn't get the size house we would hope for. We could get about the same size house we were living in Oakley for a lot more money and we were living in 900 square feet. So we were hoping to grow our family. And one of the biggest drivers was that we have a very strong local downtown area [in Milford] that's full of great restaurants and shops. There's not a lot of chains." – C, middle-income non-resident

Much like it has done with the Affordable Housing Leverage Fund, the City should identify a trusted third-party administrator that has the capabilities to vet projects and manage grant and loan awards that spur real estate development in neighborhoods across the City. The Cincinnati Development Fund (CDF) is a logical partner to administer this fund, as their real estate and lending expertise makes it likely that they are already engaged with many of the projects at some stage and have the expertise to vet projects and help the City achieve its investment goals.

The City also has a history of doing this to positive effect. Over the last two decades, the City has used funds when available to help community development corporations acquire land and fill gaps on development. Those early investments were critical to ensuring projects in neighborhoods like College Hill, Madisonville, Walnut Hills, Northside, and more. It has been done to great effect in Over-the-Rhine with the work led by 3CDC.

But the City has never had a consistent and dedicated revenue stream of this size for this kind of Neighborhood Growth Fund. Instead, it has cobbled together a mix of Tax Increment Financing (TIF) funds or federal funds (either from Community Development Block Grant funding or more recently through the American Rescue Plan Act) to support acquisition and development when possible.

The goal is for this fund to be flexible and, where possible, to recoup early investments into projects to ensure that dollars for development can be recycled back into the fund. The Futures Commission believes that a partnership between the City and Community Development Fund can create and administer a fund that is accessible to community development corporations, neighborhood-based developers, the Port, and others. The fund needs to have the right accountability measures to ensure that the outcomes the City are looking for are achieved through the development. It is also important that the fund is flexible to support both property acquisition needs that require speed and gap financing that requires certainty for developers to plan around.

RECOMMENDATION: INVEST \$100 MILLION TO ACCELERATE INVESTMENTS IN THE AFFORDABLE HOUSING LEVERAGE FUND AND OTHER INNOVATIVE PARTNERSHIPS THAT IMPROVE AFFORDABILITY OF HOUSING FOR CURRENT AND FUTURE CINCINNATI RESIDENTS.

The Futures Commission recommends that the City increase its annual investment in the Affordable Housing Leverage Fund at Cincinnati Development Fund from \$5 million per year (via the City's end of year carryover waterfall policy) to \$15 million per year – a net increase of \$100 million in funding over the next decade.

These investments would allow Cincinnati Development Fund, the fund's administrator, to completely leverage the City's funds – ensuring it could provide the funding needed to match competitive federal Low Income Housing Tax Credit (LIHTC) projects, Ohio Housing Finance Agency Bond Gap Financing, and create opportunities to invest in mixed-income and non-tax credit affordable housing projects. These funds – when leveraged to their maximum capacity – could create 500-600 affordable housing units per year.

The value of the Affordable Housing Leverage Fund has been on full display over the last few years – bringing together local funds from the City and Hamilton County with private and philanthropic sources to provide the funding necessary to make Cincinnati development projects competitive for state and federal tax credit programs that are the basis of most affordable housing projects. Creating a dedicated revenue stream for affordable housing will give developers and lenders additional certainty about the resources necessary to make projects work.

Rank	Benchmark city	Housing cost: percent of housing units where housing costs are <30% of household income
1	Indianapolis, IN	67.2%
2	Kansas City, MO	66.8%
3	Louisville, KY	66.8%
4	Columbus, OH	64.1%
5	Raleigh, NC	63.1%
6	St. Louis, MO	62.9%
7	Pittsburgh, PA	62.7%
8	Nashville, TN	62.2%
9	Minneapolis, MN	62.0%
10	Cleveland, OH	56.8%
11	Cincinnati, OH	56.7%

Source: Census Bureau, 2021 American Community Survey

- Residents identified the cost of living and housing affordability as the top two reasons they would consider moving out of the City.
- 52% of respondents to our survey indicated that the City should provide more housing options for renters and homebuyers as a way to catalyze economic growth.

"The realist in me who is working on a nonprofit, social workstyle salary, is worried for how I'm going to sustain life in Cincinnati. The only reason I was able to buy was because I went to Kentucky, used a first-time homebuyers grant, and took advantage of the pandemic interest rates." –A, young professional non-resident

RECOMMENDATION: SUPPORT ADDITIONAL CAPACITY BUILDING AT THE COMMUNITY DEVELOPMENT LEVEL BY INCREASING OPERATIONAL FUNDING VIA HOMEBASE.

The Futures Commission recognizes the value of community development to drive growth, but the current state of the Community Development Corporations (CDC) landscape is an impediment to accelerating growth in Cincinnati. That's why the Futures Commission is recommending that the City increase its investments in Homebase to support the operations of CDCs. Homebase is an organization dedicated to strengthening Community Development Corporations so that they can enhance neighborhoods through community building, housing, and economic development efforts.

There is a strong correlation between the communities that have high functioning and productive CDCs and the places where the City's growth is happening. Currently, the capacity of CDCs across the City is uneven at best, with small shifts in staffing or talent driving the effectiveness of the CDC's ability to operate successfully in neighborhoods. Too often, this leaves the Port or others to step to neighborhoods and take on development services far beyond the natural and productive partnership they have with high performing CDCs.

The Futures Commission recommends increasing funding to Homebase by **\$500,000 annually (\$5 million over 10 years)** to build capacity and strengthen the pipeline of talent that will allow the community development ecosystem to grow – ensuring neighborhoods have the people and resources necessary to drive development in their communities.

As it ramps up its investment, the City should encourage further alignment and collaboration with the Port among Homebase and CDCs. The Port has experience and tools that could accelerate the work of CDCs and many of the CDCs exist in areas where the Port will be implementing its residential and industrial site strategies across the City. Ensuring coordination is key to getting the most out of these investments.

CREATING A MORE EQUITABLE ECONOMY

Driving the City's economy forward will require an intentional focus on improving the outcomes for the nearly half of all residents who are not white. The analysis of the City's current state made clear that Cincinnati has the widest gap between the median income of white and black households and was last among peer cities in the education gap, with fewer black residents holding bachelor's degrees or higher compared to white residents. Alarming, the City is also last when benchmarked on the ratio of the mean income of the top 20% of households compared to that of the bottom 20% of households. These disparities represent both a wide income gap that needs to be closed, but also the lack of a middle class that needs to be both attracted to the City and expanded by supporting residents who already live here.

Rank	Benchmark city	Ratio of mean income of top 20% versus bottom 20% of households, 2021
1	Columbus, OH	13.4
2	Indianapolis, IN	14.5
3	Kansas City, MO	15.4
4	Louisville, KY	15.9
5	Nashville, TN	17.4
6	Raleigh, NC	18.6
7	Minneapolis, MN	18.8
8	Cleveland, OH	21.4
9	St. Louis, MO	24.0
10	Pittsburgh, PA	26.5
11	Cincinnati, OH	29.4

Source: Census Bureau, 2021 American Community Survey

Rank	Benchmark city	Median female earnings as share of median male earnings
1	Minneapolis, MN	94.7%
2	Nashville, TN	89.5%
3	Raleigh, NC	82.1%
4	Columbus, OH	82.0%
5	Indianapolis, IN	81.4%
6	Cleveland, OH	81.0%
7	St. Louis, MO	80.8%
8	Louisville, KY	79.8%
9	Kansas City, MO	76.3%
10	Pittsburgh, PA	74.8%
11	Cincinnati, OH	71.7%

Source: Census Bureau, 2021 American Community Survey

Rank	Benchmark city	Ratio of percent of Black residents with a bachelor's degree or higher to percent of White residents with a bachelor's degree or higher
1	Nashville, TN	0.58
2	Indianapolis, IN	0.57
3	Louisville, KY	0.53
4	Raleigh, NC	0.51
5	Cleveland, OH	0.45
6	Columbus, OH	0.44
7	Pittsburgh, PA	0.40
8	St. Louis, MO	0.37
9	Kansas City, MO	0.35
10	Minneapolis, MN	0.30
11	Cincinnati, OH	0.26

Source: Census Bureau, 2021 American Community Survey

Rank	Benchmark city	Foreign-born share of population
1	Columbus, OH	15.1%
2	Raleigh, NC	13.8%
3	Minneapolis, MN	13.7%
4	Nashville, TN	13.6%
5	Indianapolis, IN	10.9%
6	Louisville, KY	9.9%
7	Pittsburgh, PA	8.6%
8	Kansas City, MO	8.0%
9	Cincinnati, OH	6.9%
10	St. Louis, MO	6.2%
11	Cleveland, OH	5.7%

Source: Census Bureau, 2021 American Community Survey

Rank	Benchmark city	Share of Black workers in management occupations
1	Pittsburgh, PA	9.2%
2	Kansas City, MO	8.5%
3	Raleigh, NC	8.3%
4	St. Louis, MO	8.1%
5	Columbus, OH	8.0%
6	Indianapolis, IN	7.6%
7	Nashville, TN	7.1%
8	Cincinnati, OH	6.5%
9	Cleveland, OH	5.7%
10	Minneapolis, MN	5.6%
11	Louisville, KY	5.5%

Source: Census Bureau, 2021 American Community Survey

Rank	Benchmark city	Percent of Black households with income \$75,000 or higher
1	Raleigh, NC	30.7%
2	Nashville, TN	27.6%
3	Columbus, OH	24.2%
4	Louisville, KY	23.2%
5	Indianapolis, IN	23.2%
6	Pittsburgh, PA	21.8%
7	Kansas City, MO	21.8%
8	Minneapolis, MN	19.8%
9	St. Louis, MO	16.6%
10	Cleveland, OH	13.8%
11	Cincinnati, OH	13.4%

Source: Census Bureau, 2021 American Community Survey

Rank	Benchmark city	Ratio of median income between White and Black households
1	Indianapolis, IN	1.5
2	Nashville, TN	1.5
3	Columbus, OH	1.6
4	Cleveland, OH	1.7
5	Louisville, KY	1.7
6	Kansas City, MO	1.9
7	Raleigh, NC	2.1
8	St. Louis, MO	2.1
9	Pittsburgh, PA	2.3
10	Minneapolis, MN	2.4
11	Cincinnati, OH	2.6

Solving these problems will take structural changes in the City's economy, only some of which the City controls. However, the Futures Commission believes there are two critical things the City should do to dramatically reduce these disparities.

The first is the dramatic investments the City is making to invest in sites that will attract good paying jobs to Cincinnati, which was detailed previously in this report. Successfully cultivating an advanced manufacturing sector in Cincinnati, for example, will bring jobs to the City that have an average annual income of \$65,000, significantly higher than the City's current median household income of \$49,000. Importantly, many of these jobs do not require a four-year degree, making them accessible to the 60% of residents who do not have a bachelor's degree or higher, while also being geographically accessible. This significant investment to attract these jobs will support the Futures Commission's goal of increasing incomes for City residents.

SCALING MINORITY BUSINESS INVESTMENTS

The City should also couple its investments in creating high-paying jobs with investments that directly support the growth of minority-owned businesses in Cincinnati. In the Cincinnati region, only 7.7% of businesses that have been open for six or more years are minority-owned, ranking eighth among its peers.

RECOMMENDATION: SCALE THE COLLABORATIVE LINCOLN & GILBERT INITIATIVE WITH A \$25 MILLION FUND TO SUPPORT TRUSTED PARTNERS WHO ARE INCREASING EQUITABLE GROWTH THROUGH BUSINESS DEVELOPMENT.

Fortunately, a bold initiative already exists that is working to double the number of Black employer firms in Cincinnati to more than 1000. The Lincoln & Gilbert Initiative is a partnership of the Urban League of Greater Southwestern Ohio, The Minority Business Accelerator, The African American Chamber, MORTAR, The Greater Cincinnati Microenterprise Initiative, and Lightship Foundation. By working together, the Lincoln & Gilbert Initiative directs entrepreneurs to growing industries and sectors, identify gaps in the market, avoiding program duplication, supplying infrastructure and back-office support to businesses, providing technical assistance, and creating an ongoing vehicle for sharing resources and best practices. Much like it has recommended elsewhere, the Futures Commission recommends investing in these trusted partners to drive growth.

The City's investment will be the first opportunity to invest flexible, local dollars in this initiative. Previous programs from the City have come from federal investments that have forced the partner organizations to fit their programming and strategy into complicated federal spending requirements, limiting their impact or redirecting their focus.

To ensure that the efforts meet its bold goals, the City should work with the partners to develop accountability structures and an updated strategy that ensures each of the initiative's partners is aligned and these investments drive meaningfully toward their goal of growing Black employer firms.

When successful, the initiative targets a goal of nearly 10,000 new jobs created by minority businesses with more than \$615 million in earnings from Black businesses. These outcomes would have a transformative impact on the owners and employees at these companies and represent more than twenty percent of the Futures Commission's overall job creation goal.

Rank	Benchmark city	Percent of businesses with 6+ years that are minority owned (metro-level data)
1	Raleigh, NC	16.8%
2	Columbus, OH	14.5%
3	Nashville, TN	13.2%
4	St. Louis, MO	11.4%
5	Kansas City, MO	11.3%
6	Indianapolis, IN	10.8%
7	Louisville, KY	8.5%
8	Cincinnati, OH	7.7%
9	Cleveland, OH	7.6%
10	Minneapolis, MN	7.3%
11	Pittsburgh, PA	5.8%

Source: Census Bureau, 2020 Annual Business Survey

Focus group participants want to see more equity throughout the City, with an intentional focus on supporting and increasing minority owned businesses. Participants suggested creating a grant program or supporting existing grant programs that are focused on assisting grassroots organizations and diverse business owners.

One participant shares "When I hear my friends in Atlanta or North Carolina, and they're talking about, it's these flourishing cities for Black people, where a lot of people are business owners, and they're Black, a lot of people are helping each other as a community. It feels really isolated here."

Another small business owner expresses "I hope that the city will intentionally and deliberately invest in expanding access and opportunity for leadership and pathways to leadership for Black and brown entrepreneurs, creatives and people who really have incredible visions for how they want to shape the city, I think there's so much power in that."

INVESTING TO DRIVE GROWTH

The Futures Commission is committed to seeing the City move forward on investing in the drivers of growth detailed in this section.

RECOMMENDATION: CREATE A TIMEBOUND, LIMITED EARNINGS TAX OF 0.1% TO FUND INITIAL \$240 MILLION PORTION OF ECONOMIC GROWTH AGENDA.

If approved by voters, this would create a dedicated revenue stream to support growth in the Cincinnati region, spurring the economic impact – both to the City and the overall economy – that was laid out at the beginning of this report. That opportunity to grow City revenues with these investments, the Futures Commission also recommends that this tax be timebound, providing voters an opportunity to review the need for this revenue and the priority investments in the future.

The expected revenue from a 0.1% earnings tax does not alone cover the proposed investments. For that reason, the Commission is recommending that the earnings tax revenue is invested in the drivers of growth at the following rates, with the rest of the recommended revenue being delivered to these funds from the proposed divestitures of City assets and real estate detailed later in this report. Combined, those two revenue streams provide ample resources to support the Futures Commission's growth agenda.

EARNINGS TAX INVESTMENTS

- **\$100 Million for Sites for Good Jobs**
- **\$80 Million for Affordable Housing**
- **\$40 Million for Neighborhood Growth Fund**
- **\$20 Million for Lincoln & Gilbert**

RECOMMENDATION: THE CITY SHOULD SELL OR MONETIZE CERTAIN ASSETS COMPLETELY AND UTILIZE THE REVENUE TO SUPPORT ECONOMIC GROWTH GOALS. IN OTHERS, IT SHOULD UTILIZE THE ASSET TO INCENTIVIZE GROWTH OR DEVELOPMENT ON THAT PIECE OF REAL ESTATE. THE CITY SHOULD ESTABLISH A SHORT-TERM TASK FORCE TO ASSESS THESE OPPORTUNITIES.

In the next section of this report, the Futures Commission will detail each of these assets. Based on the wide ranges of valuation for the assets, the Futures Commission took a conservative estimate of the potential value that the City could drive toward Economic Growth from these opportunities. The Futures Commission estimates the potential one-time revenue from these efforts at **\$34.5MM** worth of funding to be dedicated to the drivers of growth laid out in this report.

CONTINUING TO INVEST IN AREAS OF STRENGTH

ARTS AND CULTURAL VIBRANCY SHOULD REMAIN A PRIORITY

Cincinnati benefits from a strong arts economy, recently estimated as having a more than \$1.6 billion impact over the past four years in a report commissioned by ArtsWave and produced by the Cincinnati Regional Chamber's Center for Research and Data. The ArtsWave campaign, led annually by CEOs and community leaders, generates funds to support more than 150 organizations, artists, and projects that grow vibrancy in Cincinnati. The Futures Commission agrees with the broad community sentiment that it heard throughout its focus groups that arts and culture is a distinguishing element of the city's offerings when compared to peers and that the City should continue to support and strengthen its arts and culture economy.

When survey respondents were asked to rank the city on quality of life attributes, sports and entertainment, cultural and social amenities, and cultural diversity in the community were ranked highest among City residents, with over 75% ranking these as good or excellent.

When asked how survey respondents would describe the city, 49% chose to describe it as a “premier sports city”, 48% described it as “food and beverage destination, 45% described it as “arts and culture destination” 39% described it as “cultural diversity in the community”

“I’m from Cincinnati. I lived in New York City for about seven years and then moved back here. And I think that it’s the ability not only to engage with things that you love, whether that art, sports, whatever, but there is an ease of access to it, that doesn’t exist in other cities...” - G, Middle-Income Resident



STADIUMS, CONVENTION CENTER, AND THE ARENA

While not in the Futures Commission’s purview, the Commission talked about the economic advantage Cincinnati possesses by having top-tier soccer, baseball, and football, all in facilities near the City’s economic core. In addition, the Commission understands that a civic collaboration led by the Chamber, CBC/CRBC, 3CDC, Port, and Visit Cincy, as well as the City and County, are currently examining the prospects for a new, state-of-the-art arena. The Futures Commission believes that stadiums, with their professional sports teams, and a modern arena are important assets to the City’s economy, brand, tourism sector, and regional pride. During the Commission’s work, 3CDC finalized the plan with the City and County to build a Convention Headquarters Hotel and a renovation of the Duke Energy Convention Center. These are critical projects that will have a positive effect on the City’s economy for decades to come.

“If 10 years from now we haven’t figured out the arena and getting a new arena in the city, that’s going to be a major missed opportunity for the city...We should be hosting first round or second round, Sweet 16 for March Madness...Back in 2004-2005, when Cincinnati was trying to get one of the conventions, and right away, lost out on it because you don’t have the right type of arena...I just want to be downtown or live downtown or live in the city closer to downtown because that’s where everything is going on.” –G, upper-income resident

“I love the Bengals...I just love all the sports here in general. It’s fun to have so many great teams.” –B, low-income resident

DOWNTOWN AND OVER-THE-RHINE

Thanks to the leadership of 3CDC, the City's urban core has seen a transformational renaissance since the early 2000s. This renaissance has created jobs and hundreds of new businesses, increased tourism, helped attract talent to the City, and created places that Cincinnatians feel deep connection to. The efforts of 3CDC have been a tremendous success, and its work is not done. The Futures Commission believes the City should continue its strong and successful partnership with 3CDC to address important development projects in the urban core, and to ensure the public spaces that drive traffic and economic activity are maintained, vibrant, and safe, for generations to come. The City should not lose sight of the fact that 3CDC is a strategic advantage that Cincinnati has over cities across the United States, allowing it to move quickly and solve critical and high-profile challenges that face downtown and Over-the-Rhine.

"One of the things I have energy for is just how livable the city is... It's affordability, it's what I would call championship athletics- professional teams and new professional teams that are making a difference in the community. It's companies like GE with aerospace technology and Children's with the premium care for the kids. It's companies like Procter and Gamble, and UC investing back in the community, [and] It's an incredible park system that I think make it such a livable city." –J, upper-income resident

CATALYZING GROWTH IN UPTOWN

There are multiple sections of this report that reference the economic potential of Uptown. Throughout this work, Commissioners underscored the critical importance and economic potential of the area described as Uptown, inclusive of the Innovation District, the extended University of Cincinnati campus, the hospitals, and neighborhoods such as Avondale, Clifton, CUF, and Corryville. This is the second largest job hub in the region, and still has growth potential for jobs, residents, and commercial activity. The University of Cincinnati and Cincinnati Children's Hospital attracts talent to Cincinnati, and creating an economically and culturally vibrant Uptown will help retain students and others to the City. Uptown has benefitted from partnership with JobsOhio, new transportation and transit infrastructure, and recent commercial development. Throughout its work, the Futures Commission heard feedback that the City should focus more of its efforts both on supporting the job growth opportunities and working with partners on placemaking and residential development in Uptown, making it a true, urban destination. In short, the Commission believes the City should strategically consider Uptown as important as it has considered downtown/OTR in the past twenty years and ensure that those two job centers are connected more synergistically. The City should seek to partner and support the myriad efforts that are designed to accelerate development activity in the area. The Commission encourages heightened collaboration and coordination between Uptown leaders and downtown stakeholders to help drive these efforts forward.

SUMMARY OF ECONOMIC GROWTH INVESTMENTS

Investment	One-Time Cost	10 Year Analysis
Development Process Review	\$1,000,000	
Updated Land Use Plan	\$1,500,000	
Office of Strategic Growth		\$10,000,000
Sites for Good Jobs Fund		\$100,000,000
Neighborhood Growth Fund		\$50,000,000
Affordable Housing Fund		\$100,000,000
CDC Capacity Growth		\$5,000,000
Lincoln & Gilbert Fund		\$25,000,000
Total:	\$2,500,000	\$290,000,000



CHARTING A FISCALLY SECURE FUTURE

The Cincinnati Futures Commission spent much of its time reviewing the City's budget and financial outlook for the next ten years. Led by Tim Spence, Chairman and CEO of Fifth Third Bank, the Financial Review Workstream evaluated dozens of scenarios and recommendations to reform the City's budget to create a structurally balanced budget for the next decade and position the City for accelerated growth during this time frame.

This process included meetings with City administration officials, comprehensive peer city benchmarking, deep-dive discussions with the Futures Commission's staff and analysis of City financial projections over ten years.

From the start, the Futures Commission was struck by the enormity of three significant threats facing the City.

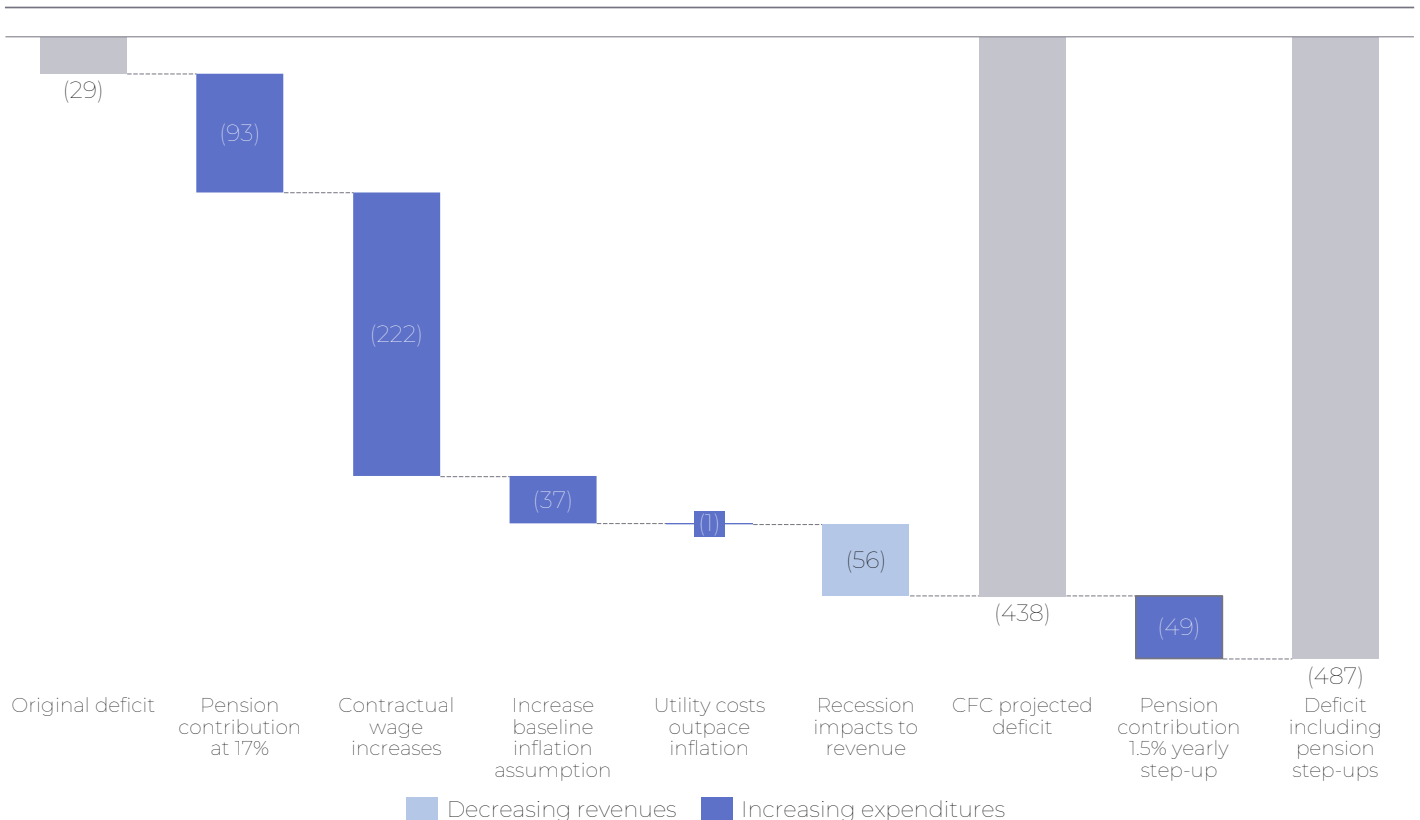
First, the Futures Commission confirmed the severity of the projected operating deficit over the next ten years, largely due to escalating personnel costs, inflation, and overall slow growth in the City's economy. This deficit is exacerbated by rapidly changing work trends where employees are working remotely or in a hybrid environment, with many working from locations outside city limits. The Futures Commission worked from an estimated \$438 million deficit over ten years, not counting increased pension contributions that would be required to solve the pension funding crisis as discussed below.

Importantly, the Futures Commission also assessed scenarios where the City lost a significant percentage of its commuters to work-from-home or other job loss scenarios. In that instance, the City's operating deficit would be significantly larger, totaling nearly \$1 billion over the next decade. While that scenario is not the one the Futures Commission believes to be most likely and isn't the one it used to develop its recommendations, the City should not lose sight of the downside risk if it does not make efforts to attract residents who live in the City and continue to invest in the vibrancy necessary to make Cincinnati a place where businesses can effectively attract employees back to the office.

Second, the City's deferred capital maintenance deficit was a significant warning sign. Over decades, the City has allowed its infrastructure to deteriorate and absent a significant infusion of funding, the City's capital deficit seemed insurmountable and a barrier to growth. Fortunately, during the process, and thanks to political leadership and the support from a broad civic and business coalition, the Cincinnati Southern Railway sale was approved by voters and the City's deferred capital maintenance deficit is largely solved. The Futures Commission addresses this in depth later in the report.

Finally, and most concerning, the City's pension fund is underfunded and would require significant increases in contributions from the City to reach fully funded status by 2045, as agreed to when the City settled its pension matters in federal court in 2015. The Futures Commission quickly determined that the City must prioritize transferring the Cincinnati Retirement System (CRS) to the Ohio Public Employees Retirement System (OPERS).

Drivers of GF deficit, FY24 – FY33 cumulative (\$ in M)



WITH THESE THREE OUTSTANDING ISSUES, THE FUTURES COMMISSION OPTED TO FRAME ITS FINANCIAL REVIEW WORK WITH THREE PRIORITIES:

Eliminate the \$438MM operating deficit through a series of efficiencies, asset monetization initiatives, revenue redeployment and modest new revenue.

Address the primary balance sheet liability—the pension— in a manner that eliminates it as a long-term threat permanently. With careful management of the railroad fund, ensure that deferred capital does not become a liability in the future again.

Create funding capacity to invest in growth initiatives.

In the following pages, this report identifies a series of recommendations from the Futures Commission that could achieve all three.

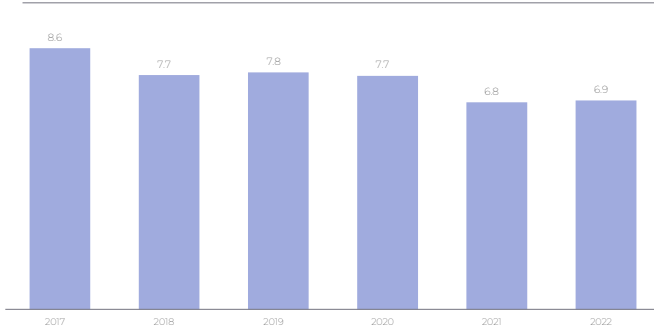
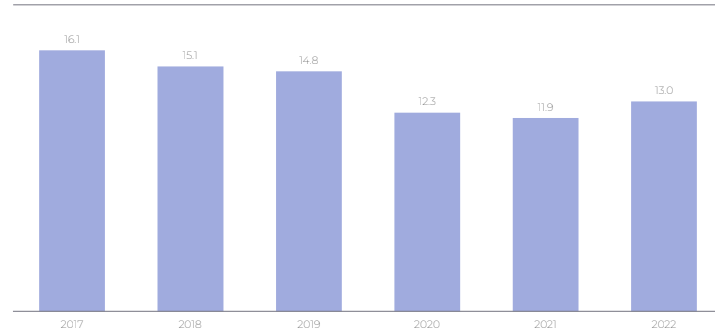
ALIGNING CORE OPERATIONS

The Cincinnati Futures Commission heard clearly throughout the process that Cincinnati valued its public safety departments, and overall believed that strong and well-funded Cincinnati Police and Fire Departments are critical to the overall health of the City.

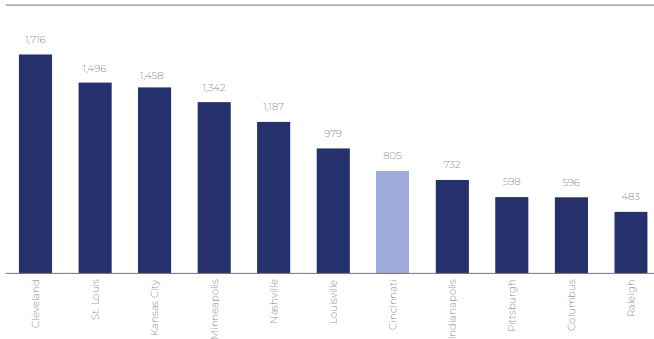
Public safety has generally remained the number one priority for residents of the City of Cincinnati for several years in surveys and the safety of the community is imperative for attractiveness and growth. Residents overall are satisfied with public safety services and rank each of them highly in surveys that the City previously conducted and that the Cincinnati Futures Commission conducted during its work.

Among peer cities, the City of Cincinnati has generally lower crime rates. However, several stakeholders highlighted incidents in the City's urban core, as well as youth violence throughout the City, and the need for traffic speed enforcement to keep pedestrians safe as evidence that there are particular areas of concern. For residents and visitors, the need to ensure a safe environment is paramount to the City's future.

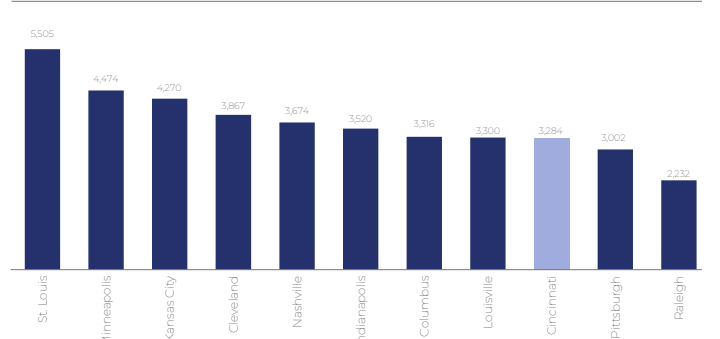
- Based on Net Promotor Score questions, survey respondents believe that the City's Fire Department services are the most essential compared to other services (NPS = 54%).
- Following Fire Department services with the highest level of "promoters" (62%), the City's Health Department and police services have the 2nd highest level of "promoters" with respect to their importance (58%).
- City Residents are more satisfied with the Police Department services than non-residents (47% of City Residents are "promoters" vs. 29% of Non-Resident Commuters and 27% of Metro Residents).
- Cincinnati residents feel satisfied with fire services. 48% of City Residents rate it a 9 or 10

Violent crime volume in Cincinnati
(in thousands)Property crime volume in Cincinnati
(in thousands)

Violent crime rate per 100,000 (2021)



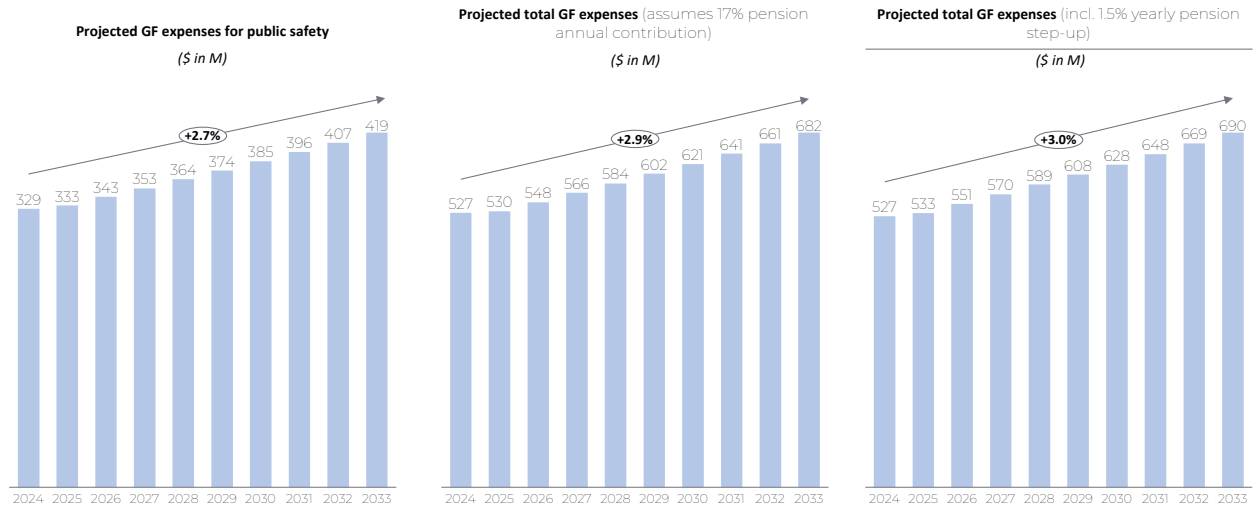
Property crime rate per 100,000 (2021)



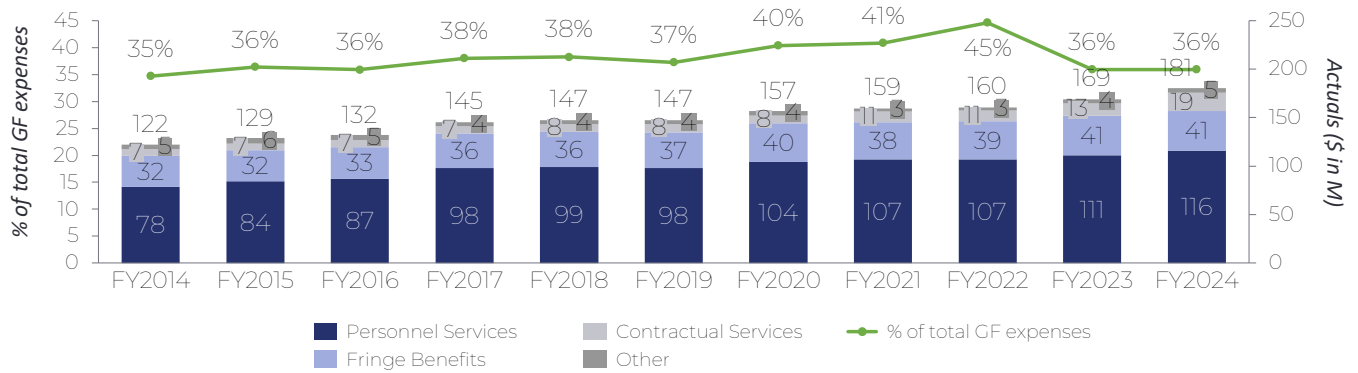
The Futures Commission observed that public safety (the Police and Fire Departments) spending accounted for approximately 65% of the City's general fund budget. The Cincinnati Police Department accounts for 36% of the budget and the Cincinnati Fire Department accounts for approximately 29% of the budget. While in the past this large percentage has been criticized, the Futures Commission largely saw this as an indication that the City is prioritizing funding of basic services that its citizens and visitors value most.

The Futures Commission also explored the rate of growth in the Cincinnati Police and Fire Departments, and based on data, recommends that the City hold its rate of growth for Police and Fire to 2.7%. For the past ten years, each of these departments has seen rates of growth that outpace inflation, sometimes significantly. The Futures Commission recommended rate of growth allows for continued negotiated increases, full complements, and adequate public safety services, and it requires the City to explore various efficiencies within each department.

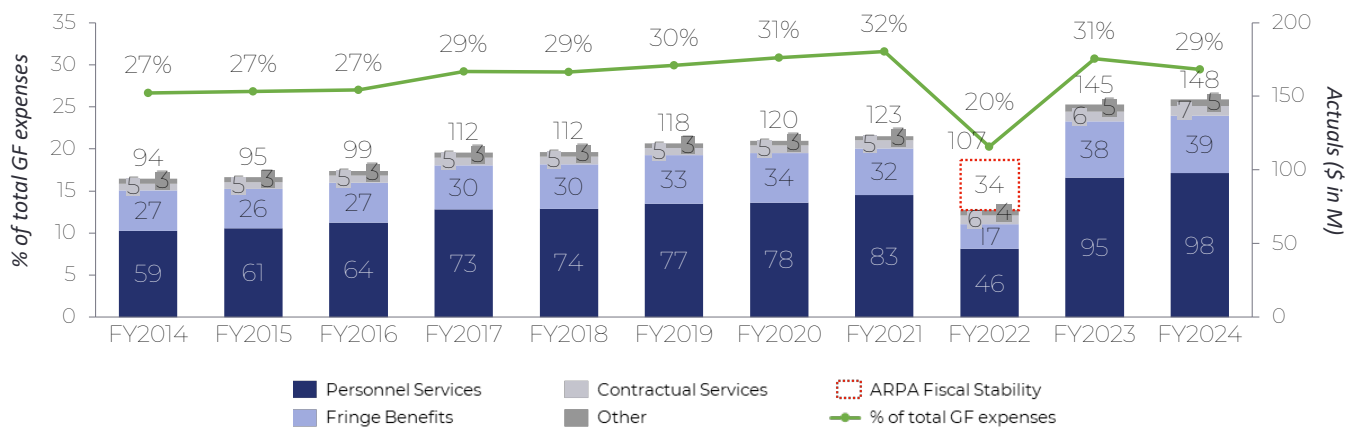




Total GF expenses for Police Department, 2014 – 2024 (\$ in M)



Total GF expenses for Fire Department, 2014 – 2024 (\$ in M)



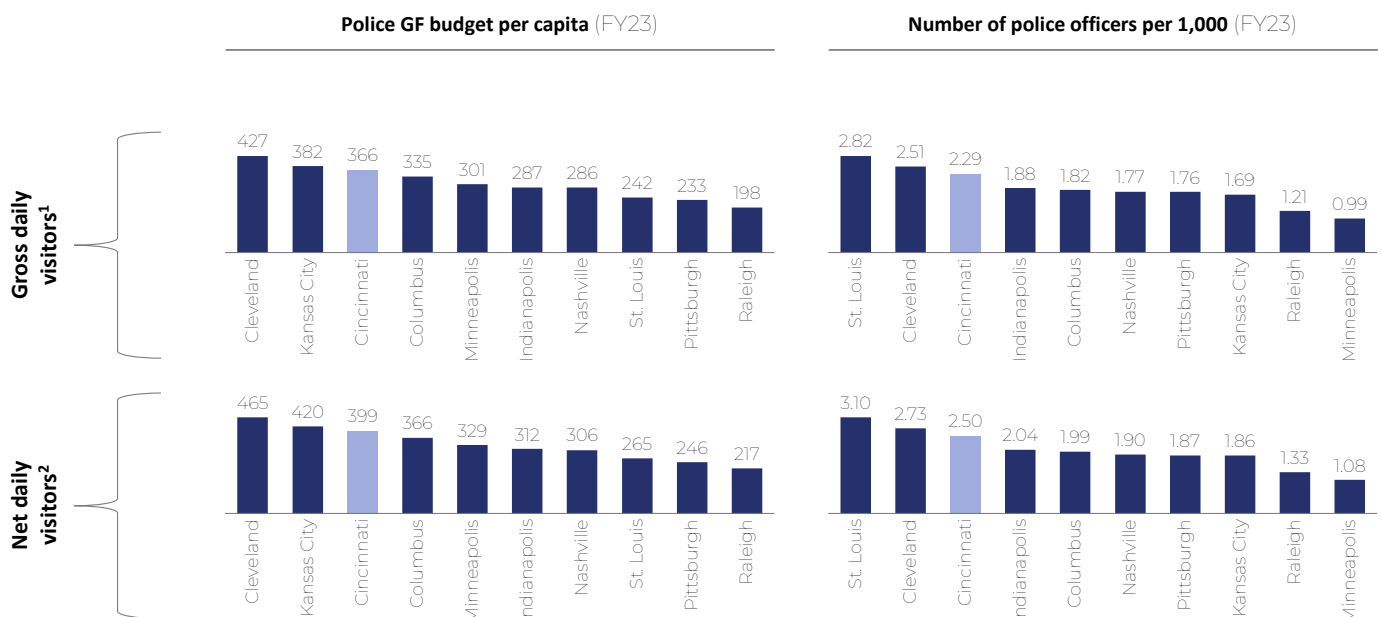
RECOMMENDATION: CONDUCT INDUSTRY-SPECIFIC ASSESSMENTS OF CINCINNATI POLICE AND FIRE DEPARTMENTS AND MODERNIZE BILLING PROTOCOLS.

While the Futures Commission reviewed enough data to suggest that holding Police and Fire spending to a 2.7% rate of growth was appropriate, the Commission believes more granular studies will identify needed reforms and efficiencies within these departments.

The Futures Commission recommends that each department conducts a specialized study of operations, spending, and staffing assignments. Fire and Police operations are highly specialized and nuanced, and neither department has had an in-depth study of operations and staffing models in more than fifteen years. The Futures Commission believes that a 2024 study of Police and Fire operations will identify best practices, available technical solutions, and adjustments to staffing models to maintain superior service levels and reduce costs. The Futures Commission expects that a detailed study of each department will yield at least **\$17.6 million in savings over ten years**, while still allowing for a modest rate of growth in the department.

POLICE EFFICIENCY

The City and many stakeholders are rightfully proud that the City has remained committed to the Collaborative Agreement and its principles for community-based policing. Indeed, the Collaborative ensures that Cincinnati is lauded nationally for policing standards and community engagement. Despite the detailed analyses, the City has not conducted a formal review of staffing methodology in several years and the Commission's experts believe there are savings that can be identified while maintaining the high standards set by the Collaborative and the Department leadership. In particular, the City should direct the Police Efficiency Study to identify roles that could be civilianized in order to direct the highest percentage of sworn officers to be on the street.



In addition, the City should explore its labor contracts in detail. Commissioners and staff identified several policies related to long-term pay structures that could be examined as part of this efficiency study. Commissioners were briefed on the current practice of calculating overtime hours daily instead of per pay period and the structure of lump-sum leave payouts upon ending service with the City.

FIRE EFFICIENCY

The last study of Fire Department efficiencies was conducted in the mid-2000s and the City declined to implement many of the recommendations. Commissioners encourage the City to update this study and ensure that the study takes into account the unique geography of City neighborhoods, the needs of citizens in a dense urban environment, and the importance of attracting and retaining a top-notch fire complement.

During the review, Commissioners were briefed about the number of firefighters on each truck and the protocols for what incidents require fire trucks to be dispatched. In addition, the City's fire inspection fees seem to be lower than peer cities. After initial review of these programs, Commissioners agreed that an in-depth study by a specialized consultant in the fire industry would be useful to the department in identifying savings.

Like with Police, Commissioners urge the City's Fire Department Study to consider its labor contracts and conduct peer city benchmarking.

Potential Savings: \$17.6+ million over the decade

BILLING FOR EMERGENCY MEDICAL SERVICES (EMS)

During the Commission's work, Commissioners were briefed on new standards related to EMS billing. The Futures Commission recommends that the City adjust its policies around EMS fees and reimbursement for runs. It is currently not capturing the revenue that other cities are realizing through federal programs.

Based on this, it is estimated that Cincinnati could conservatively achieve approximately \$18 million in additional reimbursements over the next decade through the implementation of the Ground Emergency Medical Transport program. This program aims to assist states in covering the costs associated with emergency medical transportation services, particularly for Medicaid beneficiaries, and those savings are passed down to the cities that provide the services in states where this has been implemented. By participating in the program, states can receive federal matching funds to support their Medicaid providers in delivering essential emergency medical transport services. The Commission recommends that the City advocates that the State of Ohio submit a plan to the federal government to apply for the program to achieve these reimbursements.

Potential Savings: \$18+ million over the decade

INVESTING IN PUBLIC SAFETY

The Cincinnati Futures Commission believes that public safety in Cincinnati is a foundational imperative for the City's ability to grow in the coming decades and believes that the City must prioritize Police and Fire departments that are able to meet the needs of residents and visitors to the City.

Even with the efficiencies identified in this report and capping the rate of growth in Police and Fire at 2.7%, there are no reasonable or palatable options to solve the City's overall budget deficit without impacting the services delivered by the public safety departments. Therefore, to both solve the City's budget challenges for a decade and maintain superior public safety services, the Futures Commission recommends a modest, timebound earnings tax increase.

RECOMMENDATION: CREATE A TIMEBOUND, LIMITED EARNINGS TAX OF 0.05% EARNINGS TAX TO SUSTAIN PUBLIC SAFETY FUNDING.

The Futures Commission believes that this modest increase in the earnings tax for public safety purposes is a reasonable alternative to what would be far worse solutions: closing firehouses, reducing the police complement, or cutting further into non-public safety funding, jeopardizing parks, recreation centers, public services, or other basic city services. Considering these alternatives, the Commission agreed the best way to solidify the City's fiscal position over the next decade was to invest in public safety, creating a foundation of resources to support the 65% of the budget that public safety makes up.

This recommendation was not without controversy, with some Commissioners opposed to additional tax increases and others believing it did not provide enough funds for these two departments. The Commission strongly believes in a number of principles that condition its support for a Police and Fire levy:

- The City must commit to conducting both the Police and Fire efficiency studies
- This earnings tax should be timebound, ensuring that voters can continue to weigh in on the largest portion of the City budget and ensure accountability of City officials. Importantly, the Futures Commission believes that the growth from other recommendations in this report could reduce the need for this levy in the next decade.
- The Commission believes that the 2.7% rate of growth in Police and Fire is appropriate, and that this new revenue should not result in existing public safety dollars being shifted elsewhere, jeopardizing the complement and resources available to the citizens. For this reason, the Futures Commission is recommending that the revenue resulting from the Police and Fire levy is tied to a spending floor. Meaning that if the budget for public safety is reduced below a certain year's spending levels (adjusted for inflation), the earnings tax would immediately cease to be collected.
 - There is precedent for this: the 1980s infrastructure earnings tax increase created a similar floor, and the City has consistently tracked its spending to ensure compliance.
- As stated throughout, the City should see this report as holistic and not pick and choose pieces of the report to implement or disregard. Support for the timebound Police and Fire levy is contingent on the City doing the work to implement the overall operational efficiencies related to its budget.

RECOMMENDATION: TAKE ADVANTAGE OF SHARED SERVICES OPPORTUNITIES FOR CINCINNATI RECREATION COMMISSION AND CINCINNATI PARKS.

CINCINNATI PARKS & CINCINNATI RECREATION COMMISSION

The City of Cincinnati is unique in the way that its Parks and Recreation Departments are structured. In most US cities, the parks and recreation facilities are combined into one department with joint operations. In Cincinnati, the City Charter outlines a separate Parks Board and a Recreation Commission, two distinct and separate entities that oversee the departments, even though over time some of their functions and assets have grown to overlap. This creates operational inefficiencies within the system, but due to the separate oversight boards of the two departments, not much headway has been made over

the years to incentivize the departments to work together toward an optimized operational vision. The Futures Commission recommends that the City Administration and the boards that oversee Parks and Recreation acknowledge the opportunities for shared services among and between the two departments and take steps to implement a plan that takes advantage of those opportunities. This could save the City approximately \$25 million over the decade.

This is not a recommendation to change the City Charter and combine the departments into one. The Futures Commission recognizes that many groups over time, including recently, have researched and advocated for combining the two departments. While there are potential efficiencies that would come from doing so, much of what is needed to achieve operational efficiencies and budget savings for each of the departments could be done through efforts between the two entities and city leadership to make administrative changes and formal contractual agreements where needed. This would require that each entity prioritize working together on a plan that makes sense to best serve residents and visitors.

Additionally, the Futures Commission heard from focus groups and other stakeholders about the importance of these departments, and most importantly, about how they viewed them as each providing separate and distinct valuable services to community members. The beauty, placemaking, and openness created by parks is valuable to community members who see them as day-to-day gathering places for individuals and families, but also for events and convening with neighbors. The award-winning system was noted several times as a reason people like to walk in their neighborhood or go to certain locations in the city. Recreation centers and pools were cited numerous times for their value in providing programming and safe spaces outside of the home for young people particularly to spend time, learn, and play. The daily programming and opportunities provided by recreation centers, leagues, and pools are valued greatly as places of stability and opportunities for enrichment in our community. This is why, as discussed in the section of this report about the Cincinnati Southern Railway sale, the City should prioritize investing in these facilities.

The Futures Commission believes that the core competencies of these two departments require the City to look closer at where there are similarities in services that could be consolidated into one system or the other. There are many instances today where the Recreation Commission has a facility with a small amount of green space or some type of recreational field or playground that sits immediately next to or near a park. In most instances, those green spaces are taken care of separately by each department. In stakeholder comments, it was noted that some of them sit immediately next to each other and yet get mowed on different schedules. This represents the exact inefficiencies that could be fixed if one or the other took care of both spaces.

The City should consider whether the upkeep and maintenance of all green spaces not attached to recreation centers – including playgrounds – be the responsibility of the Parks Department. Most playgrounds present to users as small neighborhood parks and it makes sense to operationalize them as such. The value that the Recreation Commission brings through support for community members in recreation centers and programming should be its focus as that is its core competency. If there are ways the Recreation Commission could serve in this capacity for Parks, that should be explored as well. There are likely other areas where savings could be achieved between these two departments. The Futures Commission recommends the boards of both organizations and City leadership analyze every opportunity, regardless of which department has traditionally owned or managed operations or property, and implement a plan for optimizing these services to better serve the community while also improving the budget.

Potential Savings: Estimated \$25 million over the decade

CINCINNATI PARKS & GREAT PARKS

Currently Cincinnati Parks operates an award-winning system of parks and public spaces throughout Cincinnati that is, based on insights from residents and visitors, widely acknowledged to be a huge asset to the City and of clear value to those who frequent them. Included in that park network are a set of “regional parks” that attract residents and non-residents alike for recreation. These include Ault Park in Hyde Park, Eden Park in Walnut Hills, French Park in Amberly Village (outside City limits), and Mt. Airy Forest in Mt. Airy.

Although most focus group participants were unable to distinguish between Hamilton County and City parks, many were naturally supportive of consolidation of County and City parks. Concern about consolidation came with the discussion of accessibility, one participant indicating “Great Parks does an amazing job, but they do charge a fee, so I would be concerned about ensuring that our parks are still accessible to all.” Overall, qualitative results showed satisfaction with City Parks and openness to consolidation. Results from the Futures Commission’s quantitative survey emphasizes this and shows that outdoor recreational opportunities (e.g., parks, nature) was ranked third in quality of life attributes, with 40% of respondents ranking the attribute “good” and 39% ranking it “excellent.” When asked more specifically about shared services between County and City parks, 70% of city residents supported shared services.

Rank	Benchmark city	Park access
1	Minneapolis, MN	98
2	St. Louis, MO	97
3	Pittsburgh, PA	88
4	Cincinnati, OH	82
5	Cleveland, OH	76
6	Columbus, OH	57
7	Kansas City, MO	55
8	Raleigh, NC	21
9	Nashville, TN	18
10	Louisville, KY	6
N/A	Indianapolis, IN	N/A

Source: The Trust for Public Land, 2022

RECOMMENDATION: EXPAND ASSET MANAGEMENT AGREEMENTS BETWEEN CINCINNATI PARKS AND GREAT PARKS OF HAMILTON COUNTY. TWO PARKS IN PARTICULAR ARE BETTER ALIGNED TO THE MISSION AND OPERATIONS OF GREAT PARKS: MT. AIRY FOREST AND FRENCH PARK.

The Futures Commission believes that there are savings opportunities for the Cincinnati Parks Department to engage with Great Parks of Hamilton County to manage two of the regional parks, particularly Mt. Airy Forest and French Park. Both parks are large parks with significant natural wooded areas, with hiking trails and amenities that are characteristic of other parks in the County system. The geographic location of these parks also makes them ideal for this type of partnership. French Park is located outside of the City limits and Mt. Airy is at the edge of the City, bordering on other jurisdictions.

These savings – which would need to be realized via negotiation with Great Parks – are not unheard of, with the City and County parks systems already having such agreements in place at Otto M. Armleder Memorial Park, Fernbank Park, and the Lunken Airport Trail, and will soon add the Oasis Trail when it is completed. Specifically focusing on regional parks with significant natural land, which Great Parks already excels in maintaining, and on parks that are near the City’s border, would create the economies of scale necessary to make these types of agreements work. These agreements would also allow Great Parks to increase its services to Cincinnati residents.

One issue that City leaders should consider is the accessibility of these parks. In stakeholder conversations and focus groups, when asked for their opinion about Great Parks assuming management of a small number of Cincinnati parks, community members expressed concern that low-income residents could lose access to the parks if there was a fee charged as there is at the Great Parks facilities outside of the City.

Potential Savings: \$9.5 million over the next decade

CREATE WASTE COLLECTION FEE IN LINE WITH PEER CITIES

Cincinnati has a robust curbside collection program. The Department of Public Services provides weekly solid waste collection, biweekly yard waste collection from April to January, and scheduled bulk item collection for residential properties up to four units. Commercial and residential properties larger than four units are responsible for contracting with a private entity for collection services at their own expense. The City outsources recycling to Rumpke, which was paid \$2.7 million in FY24 – \$1.5 million of which comes from the General Fund, while \$1.2 million comes from the restricted Stormwater Fund.

The Futures Commission's survey data suggests that City residents value this service, with curbside collection being the number one ranked service, with 56% of residents ranking it as a 9 or 10 on a scale of 1-10.

Today, the City provides all of those services free of additional charge, funding waste collection completely using general operating dollars. That funding approach is not comparable with cities across Hamilton County and the peer cities the Futures Commission analyzed.

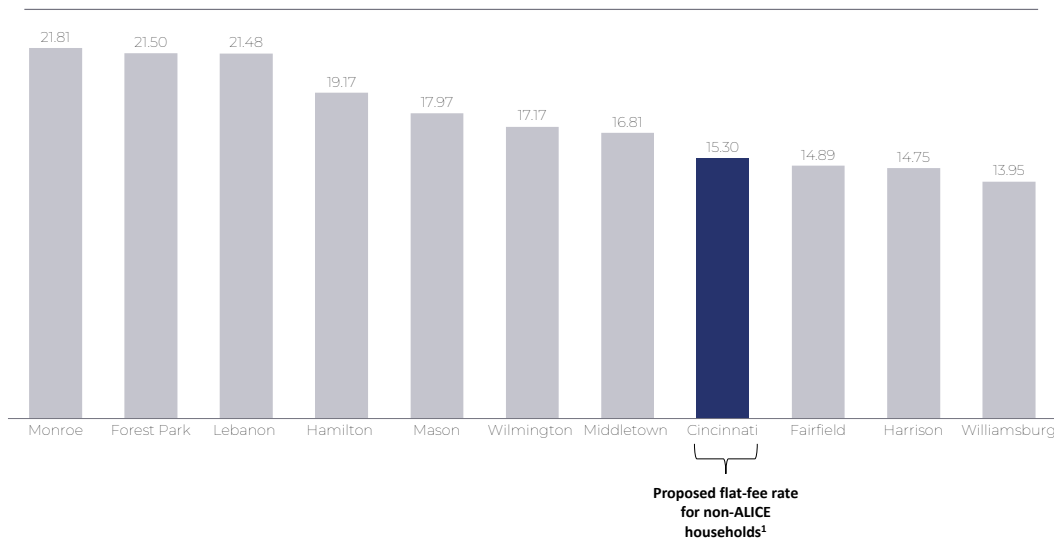
During the year, the Futures Commission assessed two options to implement such a fee:

- PAYT (Pay-As-You-Throw) where the City would charge a variable monthly fee to residential households based on the volume of solid waste placed at the curb.
- A flat fee where the City would charge a fixed monthly fee (draft proposal would be \$15.30 per household (100,000 estimated households) and \$7.60 for ALICE (Asset Limited, Income Constrained, Employed) households (38,000 estimated households).

Three peer cities charge a flat curbside collection fee, with an average monthly fee of \$12.42 (Raleigh – \$14.50; St. Louis – \$14.00; Cleveland – \$8.75). PAYT models were benchmarked in Kansas City, Denver, Portland, and Minneapolis.

The \$15.30 per household charge would place the City in the bottom quartile among its peers in the local area, with Williamsburg in Clermont County the lowest at \$13.95 per household and Monroe the highest at \$21.81 per household.

Trash collection fees for neighboring Ohio suburbs (\$ per month)



RECOMMENDATION: INSTITUTE A FIXED MONTHLY FEE (APPROXIMATELY \$15.30 PER HOUSEHOLD AND \$7.60 FOR ALICE (ASSET LIMITED, INCOME CONSTRAINED, EMPLOYED) HOUSEHOLDS).

The Futures Commission identified three benefits from implementing a fee like this. First, it generates revenue that is directly tied to the cost of services, creating a dedicated stream of revenue to support the operations of the Public Services Department. Often over the last decade City departments were required to take harder and harder cuts to continue to balance the City's overall budget. The implementation of a fee, which is required to be tied to the cost of the services provided, will create the necessary investment to sustain this important City service.

Second, the implementation of the fee diversifies the City's revenue streams. Currently the earnings tax makes up nearly 70% of the General Fund budget and substantially pays for the waste collection services. Creating a new fee that will bring in \$164 million over the next decade adds a substantial new stream of revenue to the City's budget, protecting it from any potential volatility in earnings tax receipts.

Finally, a waste collection fee has the potential to encourage recycling and overall waste reduction as residents become more conscious of the waste they generate and the cost of disposal. This aligns with recommendations from the Green Cincinnati Plan, which recommended as a priority action the creation of such a fee to incentivize recycling and waste diversion.

A case study from San Jose shows not just the fiscal benefit of such a fee but environmental benefits as well. Through its PAYT program, the city experienced a 74% diversion rate in 2023 (one of the highest in the nation) and saw an increase of 149% in the quantity of recyclables after the first year of the program.

The Futures Commission is recommending a flat fee model, in part, because it is significantly simpler to implement. Under a Pay As You Throw (PAYT) fee structure, the City would need to invest up front in new garbage collection cans of various sizes, because under this model, residents pay a variable fee based on the size and number of cans they need for trash collection. However, the Futures Commission believes there is benefit to a Pay As You Throw (PAYT) model, and if the City could identify grant or other funding streams to defray the cost, it might be a feasible approach to consider.

This is not a fee that Council and the Mayor can implement themselves. A Charter amendment approved in 2011 specifically bans a trash fee from being implemented, so any action to implement a fee would require an amendment to the Charter and a vote of the citizens.

The Futures Commission believes the fee is an essential part of the overall package. The survey work the Futures Commission conducted noted the value residents place on curbside collection, and, during focus groups where participants had a deeper conversation about the City's overall budget status and the current state of curbside collection compared to peers, residents were open to the concept and potentially willing to absorb the cost for the value of the service.

Potential Revenue: \$164 million over the decade

LEVERAGING DATA TO IMPROVE PUBLIC SERVICES

The Office of Performance and Data Analytics (OPDA) is tasked with improving government services through data analytics, performance management, and process improvements. As the Office of Performance and Data Analytics continues to expand its capabilities and data collection, City departments can better set and track Key Performance Indicators and pivot more frequently as needed. Additionally, the OPDA leads the Strategic Initiative Execution Teams that drive more collaboration and a cross-discipline approach to government services.

The award-winning work of the Office of Performance and Data Analytics team has proven effective. The team's capacity should be expanded to service more City departments. A priority area should be the Department of Public Services. The Office of Performance and Data Analytics can work towards modernizing the department with technology upgrades, identifying and track new efficiencies, and generating long-term cost savings for city assets and services.

RECOMMENDATION: STRENGTHEN AND PRIORITIZE THE FOCUS ON PUBLIC SERVICES DONE BY THE OFFICE OF PERFORMANCE & DATA ANALYTICS TO MODERNIZE OPERATIONS AND CREATE EFFICIENCIES.

The Futures Commission recommends that the City invest in technology for the Department of Public Services for tracking, routing, and responding to service requests to improve service delivery; save on fuel and depreciation; improve longevity of City assets; and identify service delivery improvements through data. While the City has previously allocated funds to make these technological improvements, it has not yet implemented the program, and therefore has not realized the cost savings brought by these upgrades.

The City has begun to explore an opportunity similar to Strategic Initiative Execution Teams that stems from a partnership between Transportation & Engineering, Public Services, the Emergency Communication Center, and the Office of Performance and Data Analytics to generate more efficient routing and prioritization to respond to Citizen Service Requests; repairs of City assets, including roads; treatment and repairs during and after winter events; and other opportunities. The Futures Commission believes these operational efficiencies are worthy of continued focus and pursuit by the City.

RECOMMENDATION: RESTRUCTURE THE CITY'S BUDGET TO A PRIORITY-BASED BUDGETING SYSTEM.

Historically, the City of Cincinnati budgets for the upcoming fiscal year began by looking at what the budget was in the current year and making necessary adjustments based on projected revenue for the upcoming year. Departments could apply for exceptions to add services or avoid cuts. This form of budgeting could result in the City continuing programs or spending that have long since needed revision or elimination, which can prevent newer, riper needs from being addressed adequately.

In Fiscal Year 2024, The City began a 3-year process of transitioning to a priority-based budgeting model, which the City refers to as performance-based budgeting. The first year of the transition began with setting clear measures, service deliverables, and key performance indicators for each department. Throughout the budgets for Fiscal Years 2025 and 2026, the City will continue to transition to this new budgeting model, working department by department in collaboration with the City Manager's Office, the Budget Department, and Office of Performance and Data Analytics. By project completion, the City intends to have a robust tracking system for each department, enhanced by detailed sources of revenue and tax dollar allocations.

The Futures Commission encourages the City to continue to implement this type of priority-based budgeting to allow the City to align its budget to the goals laid out in this report and begin measuring success over the next decade. City leadership and departments can base each fiscal year's budget on key priorities for the City as a whole and the role each department plays in driving success toward those goals. Additionally, this new budget model would allow the community to stay engaged and give input, impacting the priorities and metrics that determine how tax dollars are spent. This model also creates more transparency, allowing the public to track the City's operations against its goals and measurements.

Implementing priority-based budgeting can result in great savings over the decade and contribute to better community input and accountability to residents, something the Futures Commission heard regularly as a priority from stakeholders. In the process of conducting this work, the Futures Commission provided guidance to the City budget office on steps to move toward this new budgeting approach.

RECOMMENDATION: PILOT A GAINSHARING PROGRAM FOR FLEET MAINTENANCE.

Through its financial review and benchmarking the City's budget and operations against its peers, the Futures Commission determined that there is untapped potential in one of its most valuable assets – its own workforce. Many departments at City Hall, especially in non-public safety departments, are being asked to do more with less. Separate from its recommendations identifying budget cuts and revenue enhancement opportunities, the Futures Commission recommends the City develop programs that leverage employee innovation, provide budget savings, and directly benefit employees.

Gainsharing is not a novel concept to municipal governments, including Cincinnati, but has regained momentum in recent years due to the macroeconomic issues impacting city budgets. The premise of gainsharing is fairly simple: it challenges employees within a specific department to reduce costs while maintaining current service levels and rewards those employees with a share of the savings.

The City's Fleet Services division of its Department of Public Services was identified as a potential pilot due to a need for more efficient operations and quicker turnaround of services. In addition, encouraging results from other cities have been shown in recent years after rolling out gainsharing programs for fleet management operations. The first phase of the City of Baltimore, Maryland's program (responsible for a fleet of over 5,600 vehicles used by 29 city agencies) that ran from July-December 2018 resulted in total cost savings of over \$950,000 – \$450,000 of which was shared with participating employees. Those 227 employees each received around \$2,000 over and above their regular pay. Related efficiencies included 40 more work orders completed each month, 1,300 additional direct labor hours without significant change in the number of technicians, and a reduction of 6% in leave time within the division.

The estimated fiscal impact for Cincinnati assumes a reduction of 5% in operating expenses in the next fiscal year, an 8% reduction the following year, and 11% reduction each year thereafter (in line with the Baltimore case study). With an assumption that 40% of savings are shared with city employees and costs growing by baseline inflation, the fiscal impact includes \$16 million in general fund savings over the next decade, with \$6 million of that the benefit to employees.

The \$10 million in net savings to the City's general fund in the next ten years could be seen as a first step toward identifying other divisions within the City that could benefit from a gainsharing program.

According to a best practices study from staff at the University of North Carolina's School of Government, model gainsharing programs exhibit three characteristics:

1. They focus on opportunities to reduce costs or increase revenues, and this allows them to be self-funded.
2. They feature meaningful employee participation, not simply in submitting suggestions but also in collaborating with other workers and management in brainstorming and decision making.
3. Employees receive bonuses based on group success in securing desired gains.

The Futures Commission encourages City leaders, including the City Manager, leadership at the Department of Public Services, and applicable labor unions to develop a strategy to roll out a fleet services gainsharing program and understand what may be needed for success.

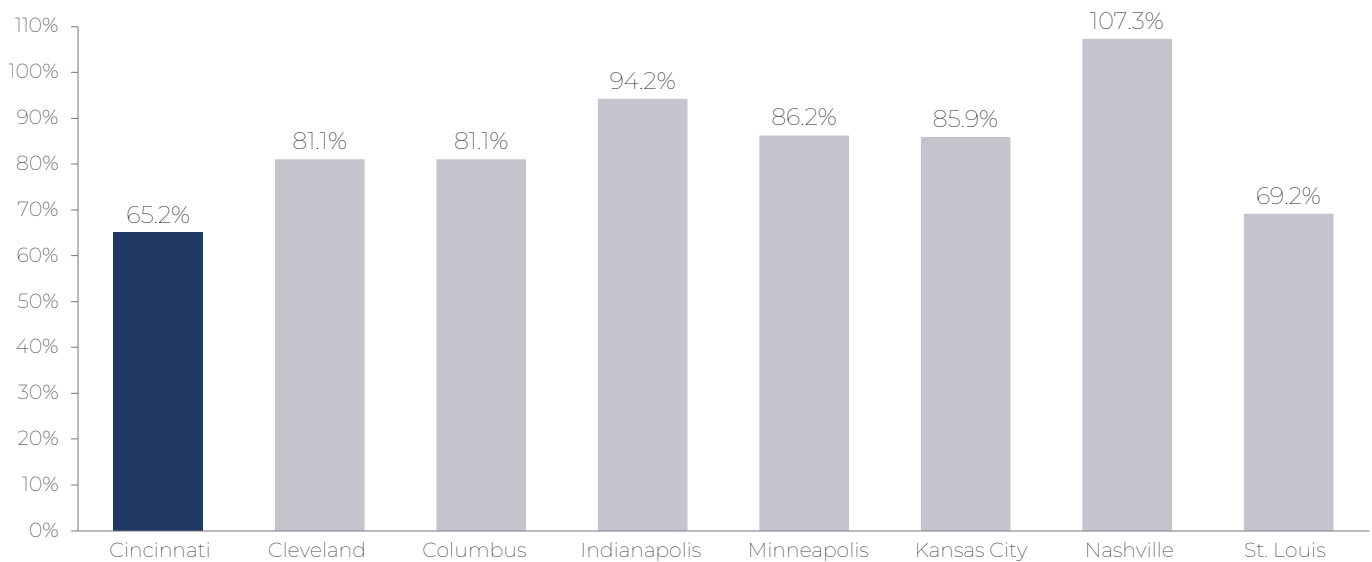
Estimated Savings: \$10 million over the decade

MITIGATING THE CITY'S PENSION RISK

The City of Cincinnati is unique among its peer set in Ohio in that it manages its own employee retirement system. For many years, this arrangement provided benefits to current employees and retirees through local control and decision making of pension benefits. Economic recessions coupled with consistent reductions in the City's workforce through the years have significantly strained the financial picture of the pension system. In 1999, for example, there was roughly one active City employee for every retiree, helping lead to a 161% funded ratio for the system.

By 2022, the number of active city employees dropped to around 3,900 while the retiree class remained nearly the same at 4,300. The three economic recessions since 2000 and the City's past practice of underfunding its employer contribution have increased the financial strain on the system as well. The City's pension funded status at the end of 2022 stood at 65%, well below peers like Nashville (107%), Indianapolis (86%), and Minneapolis (86%) and the Ohio state system (81%) after aligning discount rates.

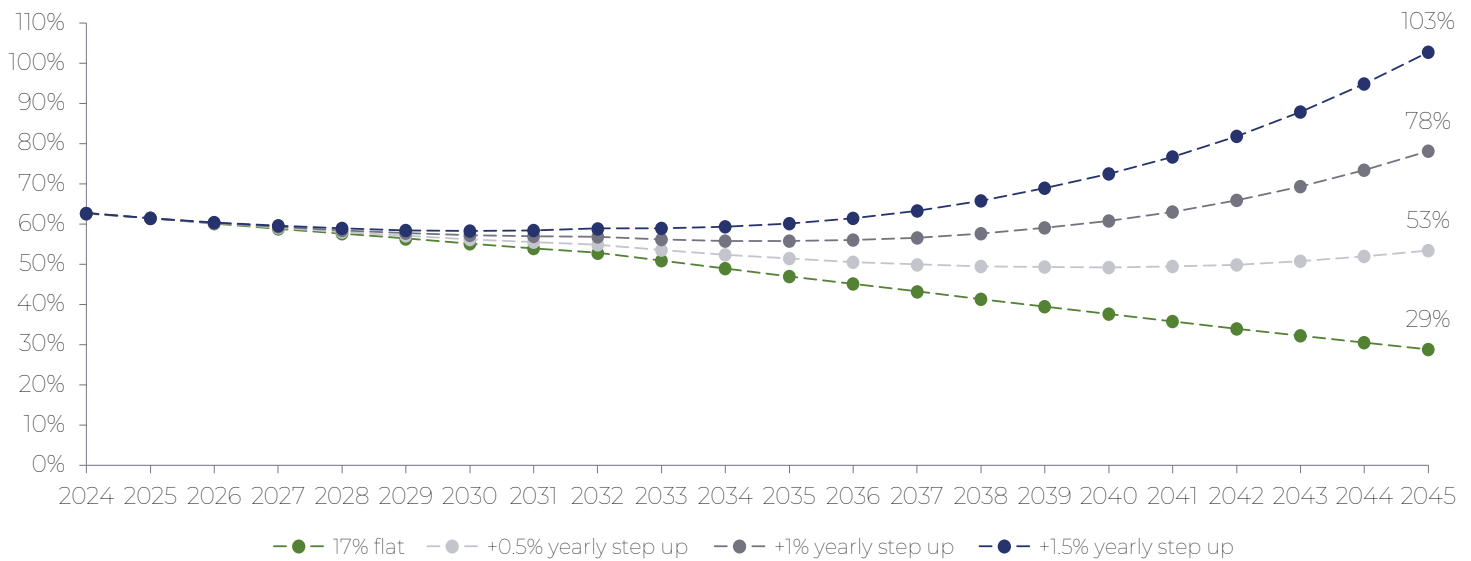
Peer city estimated 7.5% funded status (\$ in M)



Several attempts were made in recent years to address these funding issues while maintaining overall benefits. Most notable was the 2015 Collaborative Settlement Agreement, an agreement between the City's Mayor and Administration, the retirement system's board of trustees, current employees, and retirees approved in federal court. That agreement included a shared goal for the City to fund the system to target a 100% funded ratio by 2045 while eliminating the City's ability to decrease benefits and setting a floor of 16.25% as the City's annual pension contribution. At the time, actuarial projections indicated that the 16.25% contribution, if maintained, would be enough to achieve these results, which has not proven true. To get the system back on track, the Cincinnati Retirement System's Board of Trustees proposed an annual increase of 1.5% in the City's contribution.

Given the severity of these issues and the pervasive threat they present to the City's general fund, the Futures Commission believes permanently addressing the pension should be a top priority for the Mayor and City Council. Based on actuarial liability projections, failing to act could have devastating impacts on the operating budget, forcing the City to cut services or raise taxes to fund its pension commitments. As the chart shows, the 1.5% annual step up would require an average yearly general fund contribution of \$60 million – 48.5% of payroll – between FY25 and FY45.





		Avg. yearly GF contribution, FY25 - FY45	Total GF cost, FY25 - FY45	2045 funded status
Contribute at current rate (17%)	GF cost (\$ in M)	29	610	29%
0.5% yearly step up	GF cost (\$ in M)	39	829	53%
1.0% yearly step up	GF cost (\$ in M)	50	1,048	78%
1.5% yearly step up	GF cost (\$ in M)	60	1,267	103%

After careful consideration, the Futures Commission concluded the most viable and permanent solution to address these issues is for the City to join every other township, city, and village in Ohio and transfer its pension system to the Ohio Public Employees Retirement System (OPERS). To do so requires the City to open negotiations with OPERS to understand what steps would be needed to facilitate such a transfer.

Two likely requirements include:

1. A requirement that the City's pension system increase its funded level to at least match that of OPERS, which at the end of 2023 was 84%, 15 points higher than the City's pension fund. Increasing the City's funded level by that amount would require a lump sum investment of at least \$390 million (see chart below).
2. An alignment of discount rates (i.e., expected rates of return). The City's rate is currently 7.5%, six basis points higher than that of OPERS. That alignment will increase the City's liability by between \$130 million and \$260 million.

Est. cost for immediately increasing pension funded level (\$ in M)

Illustrative funding scenarios	Cost
Increase City's funded level to 80%	\$390
Increase City's funded level to 90%	\$650
Increase City's funded level to 100%	\$910

Some Commissioners also expressed hesitancy about this transition because of the uncertainty it may create for current employees whose benefits would be impacted. Any negotiation with OPERS should take into account the existing benefits to employees in the system and safeguard against loss of benefits.

RECOMMENDATION: TAKE THE NECESSARY STEPS TO FACILITATE A TRANSFER OF THE CITY PENSION SYSTEM TO OPERS. THREE INITIAL STEPS SHOULD BE PURSUED:

Complete a full actuarial assessment to research and validate long-term liability.

Structure a preliminary offer for evaluation by OPERS

Open negotiations with OPERS to align on expectations and timeline.

In addition to addressing the long-term solvency issue, a transfer would provide immediate, practical benefits to the City's budget, most notably due to OPERS's required employer contribution. At a 14% required contribution, the OPERS rate is lower than the City's current 17% contribution, providing a minimum \$35 million in savings to the general fund over the next ten years, and significantly more savings in the decades beyond as the obligation – and, therefore, savings – compounds. Significant additional savings will be realized as the City will not need to increase its employer contributions to comply with the Collaborative Settlement Agreement.

Through discussions with external experts and those most familiar with the City's pension system, the Futures Commission realized there are limited options to produce the necessary resources to facilitate the transfer to OPERS. Only one was researched that provided a revenue source without dramatically reducing City services or significantly increasing taxes.

PURSuing THE REGIONALIZATION OF GREATER CINCINNATI WATER WORKS TO SUPPORT PENSION TRANSFER

The Futures Commission recognizes Greater Cincinnati Water Works (GCWW) as a best-in-class water utility that serves the City and surrounding jurisdictions. Known for its innovative clean water technologies and high customer service reputation, GCWW currently serves 1.1 million people in the City of Cincinnati, most of Hamilton County, and parts of Butler and Warren Counties in Ohio and parts of Boone County in Kentucky. GCWW's 800+ square-mile service area is more than 10 times the size of the City.



Greater Cincinnati Water Works Service Area Map

This map illustrates the service areas of the Greater Cincinnati Water Works (GCWW). The City of Cincinnati's retail service area is highlighted in dark blue, while other retail service areas are shown in light blue. Wholesale service areas are indicated by a medium blue color. The map also displays county boundaries with dashed lines and the locations of two water treatment plants marked with red dots. Major highways and the Ohio River are also depicted.

Map Legend

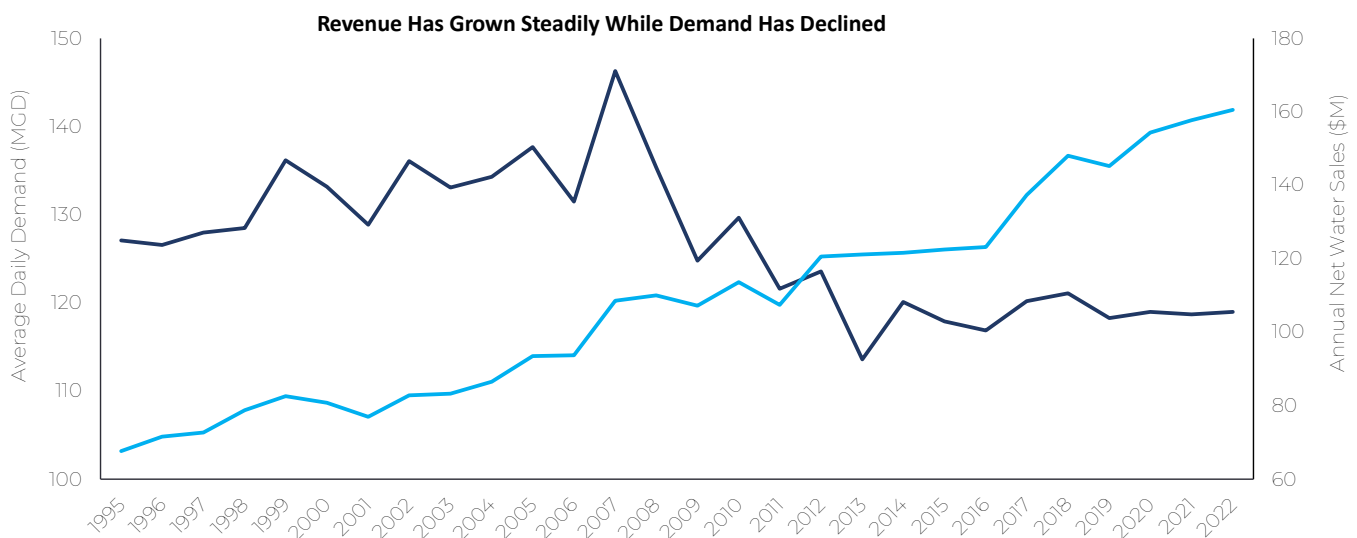
- City of Cincinnati (Retail Service Area)
- GCWW Retail Service Areas
- Wholesale Areas
- County Boundaries
- Water Treatment Plant

Demand for water has dropped significantly in the City and Hamilton County over the past 30 years. There are several irreversible reasons for this. To begin with, the City and Hamilton County have been losing water-intensive manufacturing customers for decades. This decline only accelerated after the federal court MSD Consent Decree (signed in 2004) caused sewer rates in the City and Hamilton County to increase dramatically. Many of MSD's largest customers – manufacturers in the City and Hamilton County that

used and discharged significant amounts of GCWW's water – relocated some of those water-intensive operations outside the County and/or implemented engineering improvements that significantly reduced water usage and sewage discharges. At the same time, there have been continued decreases in household water usage through widespread adoption of lower consumption toilets, shower heads, dishwashers, washing machines, and other appliances. In fact, the American Water Works Association reports that between 1999 and 2016, average household water usage in the United States dropped 22%.

While demand has dropped, much of GCWW's costs are fixed in water treatment plants, water mains, water towers, pumps, valves, and fire hydrants among many other items that all come with capital intensive replacement and maintenance costs. GCWW's variable costs – chemicals, labor, energy, borrowing costs, etc. – have all been increasing, especially in the past few years. Additionally, GCWW has faced ever-increasing complexity and costs for regulatory compliance. So, while GCWW's costs have been steadily increasing, demand for its product continues to drop.

As shown in the graph below, GCWW's average daily demand in 2022 was only 93.6% of what it was in 1995 and 81.3% off the peak demand in 2007. It is critical to note the drop in demand came despite GCWW's series of expansion efforts that started in the 1990s. These expansions include the "Water West" capital program that extended water mains into western Hamilton County, a line that was drilled under the Ohio River to sell excess water to Northern Kentucky and expansions into Butler and Warren County. MSD's consent order was signed in 2004, and MSD rates began to increase significantly thereafter. This was a major factor that explains the dramatic drop in water demand between 2007 and 2013.



As the chart above shows, GCWW has continued to generate more revenue to cover its ever-increasing costs. From 1995 to 2022, GCWW has increased revenues 2.36 times even as demand dropped 6.4% over the same period. That can only be explained by rate increases that are being borne by City residents and GCWW customers. City residents will likely continue to see an increase in their water rates as GCWW's revenues decrease.

Understanding this scenario, the primary way for GCWW to keep rates in check going forward is to sell more water. However, there is nothing on the horizon that is going to increase demand significantly within GCWW's existing service territory. Thus, as GCWW recognized in the 1990s, it needs to expand its service territory to grow demand and realize economies of scale. However, GCWW is a department of the City of Cincinnati. As such, the Ohio Constitution and Ohio law limit how far GCWW can operate beyond the City

limits. For example, GCWW cannot build or acquire a water treatment plant in northern Warren County solely to serve northern Warren County and Clinton County because that plant would provide no benefit to City residents. At the same time, pumping water from GCWW's existing treatment plant on the Ohio River to Clinton County, for example, is energy intensive and cost prohibitive. Thus, with limited exception, GCWW's service territory has largely reached its geographic limits under current constraints of law, engineering, and economics.

RECOMMENDATION: CREATE A TASK FORCE APPOINTED BY THE MAYOR TO PURSUE THE REGIONALIZATION OF GREATER CINCINNATI WATER WORKS.

The task force would lead the development of a strategy toward creating a regional, independent, locally controlled public water district (per Ohio Revised Code Chapter 6119) that includes:

A complete legal and commercial analysis and review of current agreements in place that could present obstacles for regionalization.

A feasibility study that includes asset valuation, transaction debt structuring, and impact to rate payer assessment

An outreach plan to key stakeholders, including ratepayers, outside retail and wholesale customers, elected officials, and employees.

This process may take two years or more to realize and a decision to regionalize would need to be passed by City voters via an amendment to the City's Charter.

A few important notes on this recommendation to regionalize GCWW:

The transfer agreement would include payment to the City from divesting the system and its assets to the new regional district. Determining the specific value of the system was out of the scope of the Futures Commission. The net book value of GCWW (\$1.255 billion), less the debt defeasance (\$575 million), nets \$680 million. This is an appropriate starting point from accounting measures for establishing indicative value and net proceeds range. It is this new revenue source that the Futures Commission recommends utilizing as a base to transition the City's pension system to OPERS.

Consumer water rates may increase in the short term to accommodate the asset transfer, although this rate increase is likely less draconian than service cuts or tax increases otherwise needed to address the pension. Furthermore, if the regional district expands and adds new demand, this increased demand will help keep rate increases in check for the long term. There is also good reason to believe a new district could add territory and increase demand because GCWW is a world-class operation and other water utilities in the region face the same regulatory complexity and operating challenges that GCWW faces but they lack the scale and sophistication to address those challenges. Thankfully, due to GCWW's foresight in the 1990s to expand its system, the City's current rate structures are low and competitive relative to neighboring and peer cities and would remain competitive.

The City's choice is either to maintain the status quo at GCWW with ever-increasing rates against flat or declining demand, or convert to a regional district, expand territory to increase demand to better keep rates in check with the added benefit of asset monetization to help solve the pension liability.



This recommendation was not made unanimously by the Futures Commission, with some Commissioners expressing objection over transitioning the City's employees to the new regional authority. The concerns raised are valid and cannot be resolved until the details of the proposal are developed. For any plan to work, the City will need to ensure that the benefits it has negotiated with its employees are honored and that the employees who will be affected are part of the process for a transition to this new authority so that their concerns are addressed adequately. The task force to be formed as part of this recommendation should include representatives from organized labor in addition to business, civic, health, and nonprofit leadership to ensure that any plan presented to policy makers and voters has the requisite support from key stakeholders necessary to get implemented.

While the Futures Commission believes the regionalization of GCWW presents the best opportunity to provide a path forward to transition the City's pension system to OPERS, there may be alternatives that can be pursued to complement – but not solve alone – the revenue that will be needed. Those alternatives are briefly summarized below. Almost all these options require reopening the Collaborative Settlement Agreement for negotiation.

The City could identify additional lump sum payments to contribute to the system.

- Transferring up to \$100 million of the surplus in the City's Healthcare Trust to the pension plan. The Healthcare Trust was created as part of the 2015 Collaborative Settlement Agreement and would need a detailed legal analysis to determine if and how those funds could be accessed.
- The City could allocate one-time funds previously set aside to address the unrealized threat of loss of commuter revenues into the pension system.

Benefit changes and/or employee share increases would require negotiation with active and retired employees.

- A one-year suspension of cost-of-living adjustments for retirees would generate approximately \$30 million according to City budget staff.
- A 1% increase in employee contribution would total \$2.4 million for plan year 2025, increasing to \$5.9 million by plan year 2053. However, such an increase would likely have minimal positive impact on the pension system's unfunded liability.

A survey conducted by the Futures Commission shows that 77% of City residents, when presented with the opportunity to “transform GCWW into a regional and independent public water district to improve aging infrastructure” supported the concept.

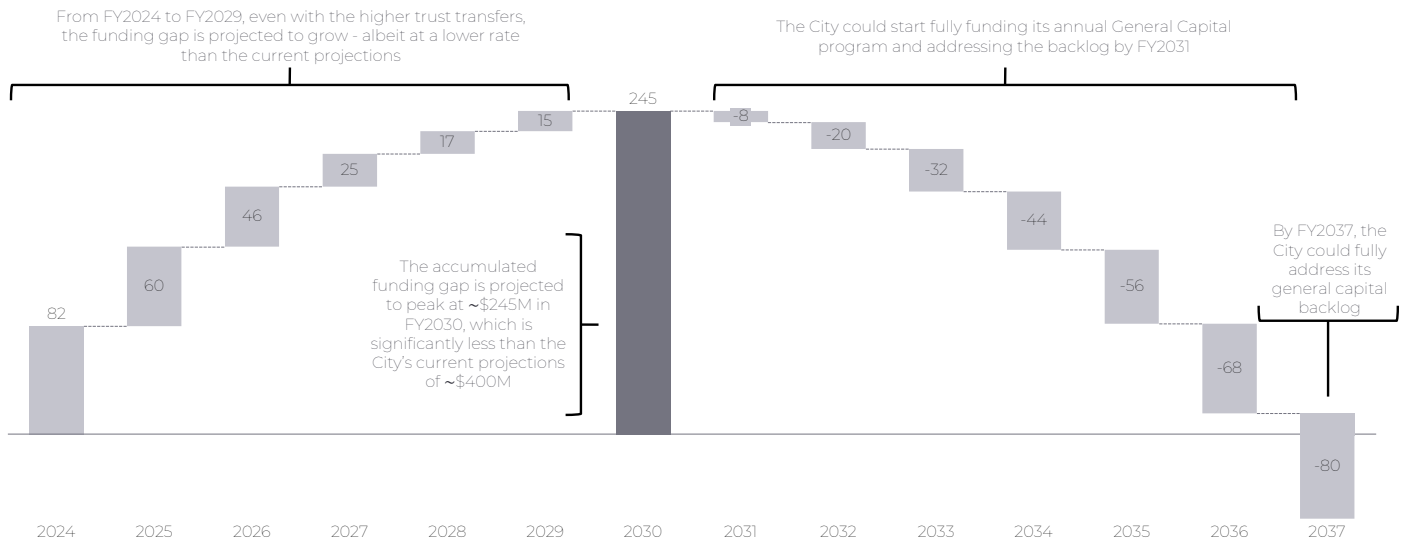
DEALING WITH DEFERRED CAPITAL MAINTENANCE

The state of the City's infrastructure has been widely reported, especially over the last year as the Futures Commission has been undertaking its work. Over the last several years, the City of Cincinnati has not been able to meet its infrastructure investment needs. Pricing increased and the backlog of infrastructure needs continued to grow, outpacing any efforts by the City to increase spending on capital. By last year, the funding gap was \$82 million. With a projected continued imbalance of revenue and spending to need, the City's projected capital deficit by the end of the 2029 would be \$400 million.

When the Futures Commission took on this work in early 2023, that looming liability was among the largest unaddressed fiscal risks for the City. The ability for a City to take care of its infrastructure and maintain a place not only desirable to live and work, but more importantly, a safe place to do so, is imperative. The potential for crumbling roads, bridges, and City-owned buildings grew exponentially every year and severely threatened the City's ability to grow without intervention and significant cuts to other parts of the City budget.

Thankfully, the City, the Board of the Cincinnati Southern Railway, and ultimately Cincinnati voters, approved the sale of the Cincinnati Southern Railway to Norfolk Southern in November 2023, charting a path that could allow the City to close the projected infrastructure funding gap completely by 2037. Individual members of the Futures Commission, and the organizations who staffed and supported this work, were actively supportive of this effort because they understood the opportunity – but also the risk of failure – the sale presented.

Illustrative Projected funding gap for select General Capital infrastructure, reflective of the trust transfers



As has been reported, conservative estimates on the return of investment from the sale proceeds are \$56 million annually, which is an increase of about \$30 million over the lease payments. However, the Futures Commission's analysis found that even a modest increase of only half a percentage point in the returns would yield an additional \$8 million annually to support the City's existing infrastructure.

The Futures Commission believes that the protections put in place by the Cincinnati Southern Railway Board, state legislature, and directly into the Charter protect this revenue and create the right safeguards to appropriately direct the investments. First and foremost is the focus on existing infrastructure, meaning that these resources may only be used to maintain, upgrade, or replace roads, bridges, buildings, and other capital needs. Similarly, as a protection against raiding the coffers of the railway sale and to ensure that the proceeds will benefit regular needed maintenance and replacement of assets, the Charter amendment also requires that the City cannot bond or borrow against the designated cash allocation from the investment proceeds each year. This "pay as you go" model ensures that no City administration can tie up future proceeds from the sale for extended periods of time for one-time large projects.

As the Futures Commission conducted its work, two specific focus areas became clear, leading to two recommendations:

RECOMMENDATION: THE CITY SHOULD PRIORITIZE DEFERRED MAINTENANCE ISSUES WHEN SPENDING INFRASTRUCTURE TRUST MONEY, SPECIFICALLY FOCUSING ON ROAD PAVING, PEDESTRIAN FRIENDLY INFRASTRUCTURE, AND PARKS, RECREATION, AND PUBLIC SAFETY FACILITIES, ALL OF WHICH ALIGN WITH RESIDENT FEEDBACK.

The Futures Commission recommends that the City first and foremost address the basic services that citizens expect and that are needed for future growth.

Paired with that, two crucial priorities that came up consistently in focus groups from citizens, commuters, small business owners, and visitors alike, are addressing pedestrian safety and creating more walkable neighborhoods.

Potholes were identified as a "major issue" by 43% of respondents in the City's own survey of residents in 2022 and road paving had been cited as a critical need in the 2021 survey, as well.

In the 2022 City survey, 57% of respondents said speeding or reckless driving near sidewalks and pedestrian crossings was a "major problem."

“A real issue that’s arisen for me since moving here is pedestrian safety, school kids safety, crossing streets at school zones. The right on red is going to kill us all. I feel like I live to walk and I’ve had so many near misses. And so, I love that I can walk to green spaces. I love that I can get out on foot. But, you know, I don’t feel like pedestrian safety is a priority for the city.” - Middle Income Resident

“I don’t know how many times over all my kid to a playground, and there’s just been like the same yellow tape on a broken slide for like, half a year. It’s like, it is a real eyesore for the city services. And same thing with like road repair.” - Middle Income Resident

Because the cost of repaving has increased so significantly over time, the City should consider an updated strategy for how to catch up on these needs and implement a regular maintenance schedule that will allow the City to reap the benefits of these capital investments over time.

Walkability is a core component of what people desire in order to live and spend time in the City. The City’s numerous squares, business districts, and commercial corridors present a great opportunity for the City to invest in pedestrian-friendly infrastructure as streets are repaved and whole intersections are reworked as part of the capital program. For years, the City has had to do the bare minimum to simply repave streets as quickly and efficiently as possible and cost constraints made it difficult to analyze the broader design necessary to improve safety and multi-modal investments. Now that the City has increased capital funding, this could be an opportunity to think strategically about its larger corridor and business districts when it plans for replacement or repaving to accommodate design standards that prioritize pedestrian safety and walkability.

Another important priority the Futures Commission heard from the community was to ensure that the City’s neighborhood Parks and Recreation facilities are adequate to serve those who live in the neighborhood and those who frequent an area’s business district. Parks and recreation facilities play a large role in quality of life for residents. Each serves a unique purpose and often serves as the anchor asset for individual neighborhoods. Previous sections of this report have detailed recommendations about how these departments can align better to maintain their existing assets, but the Futures Commission believes the City should also prioritize capital investments in parks, recreation centers, and green spaces around the City to support the existing assets that create thriving, healthy neighborhoods.

Another important priority the Futures Commission heard from the community was to ensure that the City’s neighborhood Parks and Recreation facilities are adequate to serve those who live in the neighborhood and those who frequent areas business districts.

Finally, given the importance of Police and Fire to citizens and visitors alike, along with their high proportion of the general fund budget, the Commission recommends that the City look at ways to utilize infrastructure spending that would increase operational efficiency for those departments and/or provide more effective results. As it conducts the studies recommended by the Futures Commission, it would be prudent to explore the potential for capital improvements and changes to facilities that could drive significant operational savings beyond the routine utility and maintenance savings discussed on the next page.

RECOMMENDATION: REALIZE SAVINGS FROM UTILITY AND MAINTENANCE EXPENSE REDUCTION FROM CINCINNATI SOUTHERN RAILWAY SALE SHOULD BE USED TO SUPPORT OPERATIONAL BUDGET.

Among the benefits of the City's decision to sell the Cincinnati Southern Railway and utilize the proceeds to support existing infrastructure is the opportunity to realize savings in the City's operating budget from improved infrastructure. Specifically, by focusing these investments on eliminating the City's deferred capital maintenance needs, the Futures Commission's analysis reveals that the City can realize \$5.8 million in savings on maintenance and utility expenses over the next decade thanks to infrastructure improvements.

As the City begins to invest the funds from the sale, the Futures Commission recommends focusing investments on projects that can yield the largest operational savings.

REFORM THE EARNINGS TAX

Throughout this year, the Futures Commission has sought to create a holistic plan that puts the City on a path to accelerated growth in the coming decades. Two key recommendations in this report involve a modest increase in the earnings tax to ensure superior Police and Fire services are maintained and to invest in key drivers of the City's growth.

The report discusses both recommendations in detail in earlier pages, but it is worth additional commentary given the significance of any increase in the City's earnings tax.

Through dramatically changed demographics and population losses, different office and workplace trends, and the need for additional provided services, the City has maintained its operational earnings tax at the same rate for more than 50 years. In the 1980s, the City increased the earnings tax from 2.0% to 2.1% to support infrastructure funding. Then, in 2020, along with the business and civic community, the City supported a county-wide sales tax to fund transit, and in turn, was able to eliminate the 0.3% of its earnings tax that had been allocated to fund the transit system. This reduced the City's earnings tax rate to 1.8%.

Cities in Ohio are funded primarily through the earnings tax. Cleveland, Columbus, Dayton, and Toledo all have an earnings tax of 2.5%. Other cities throughout Hamilton County have earnings taxes that range from 1.0% to 2.0%.

The Futures Commission believes Cincinnati's low earnings tax is a distinct advantage for talent and business attraction and endeavored to advance recommendations that would maintain that advantage. While the City's earnings tax is paid by residents and commuters, the Futures Commission understands that people vote with their feet and have options, some within walking distance of the City, to live and work in a lower tax environment.

With that context, The Futures Commission is prepared to conditionally recommend a 0.15% increase to the City's earnings tax, bringing the total to 1.95%. This total is still within the range of Hamilton County earnings taxes and is more than 20% lower than other large Ohio cities.

Results from quantitative and qualitative surveys conducted by the Futures Commission show mixed feelings among City residents toward an income tax increase. When presented with a list of five options to balance the city budget, residents rank an income tax increase as their second most preferred option. As more details are provided about the tax increase (e.g., how much it would cost households), concern builds. 59% of city residents would oppose an annual increase in income taxes with an average cost of \$100 per household.

The Futures Commission was concerned about the generally high tax burden for the average resident in Cincinnati but noted that the majority of that burden is driven by large property taxes stemming from Cincinnati Public Schools and various county-wide levies that have been supported by voters.

There are two components to this conditionally recommended increase:

- 0.05% to ensure a stable funding structure for the Cincinnati Police and Cincinnati Fire Departments.
- 0.1% to invest in four key growth initiatives – the Sites for Good Jobs Fund, an Affordable Housing Fund, a Neighborhood Growth Fund, and the Lincoln and Gilbert Fund.

Quantitative and qualitative results show public safety as a priority for city residents and non-residents who frequently visit the city. Results from the Cincinnati Futures Commission survey list safety and crime rate as one of the top three factors that would influence city residents to relocate from the City. When non-residents were questioned on deterrents that keeps them from living in the city, safety issues were the most commonly cited reason. Decreasing Fire and Police spending was not supported widely by survey respondents. Only 7% of respondents listed decreasing public safety spending as their first choice of potential policy options to balance the budget, 13% listed it as their second choice, and 15% listed it as their third choice.

This increase, which the Commission believes can be implemented with a single vote of the citizens of Cincinnati, is recommended as a timebound, limited proposal. The Commission believes that this increase in the earnings tax is appropriate solely for these two categories of investment. This recommendation was not universally met with support by Commissioners. There were both Commissioners who believed that an increase in the earnings tax was neither prudent nor necessary, and also Commissioners who believed that the increase was not sizeable enough to meet the City's needs over the coming decade.

PARTIALLY REDEPLOY THE INFRASTRUCTURE INCOME TAX

In May 1988, City voters approved a 0.1% increase to the City's earnings tax to provide additional funding for construction, operation, equipment, repair, and maintenance of the City's infrastructure. Passage of the tax increase was the direct result of recommendations from the Infrastructure Commission Report – a business led effort to analyze the condition of infrastructure across the City. Led by Procter & Gamble Chairman and CEO John Smale, the report worked to develop “an affordable plan that would restore Cincinnati's infrastructure to its former excellent condition, a source of pride and enjoyment to the people of this region.” As part of the strategy, the Commission recommended (and voters subsequently approved as part of the ballot issue) the tax increase be conditional on a certain level of annual infrastructure-related spending.

When the City sold the Cincinnati Southern Railway to Norfolk Southern in 2023, the City received a \$1.6 billion payment that will create a permanent infrastructure trust. The Futures Commission studied the expected returns from the trust and the funding plan created by the City and affirms the findings that the trust will generate enough annual revenue to eliminate the City's deferred capital maintenance deficit over the next decade and allow for a permanent revenue stream to ensure the City's existing infrastructure is well maintained in the future.

RECOMMENDATION: PASS AN ORDINANCE TO REDIRECT A PORTION OF THE EXISTING EARNINGS TAX THAT SUPPORTS INFRASTRUCTURE TO FUND CITY OPERATIONS WITHOUT COMPROMISING THE CITY'S DEFERRED CAPITAL MAINTENANCE ISSUES AND INFRASTRUCTURE NEEDS.

Because the infrastructure trust will be sufficient to cover a significant portion of the City's capital needs, the Futures Commission recommends that a portion of the earnings tax dedicated to infrastructure be redeployed to support the City's general operating budget. The City is not required to hold a vote on this change. It can be adjusted via ordinance. The Futures Commission believes the City should be able to redeploy \$65 million from this funding source over the next decade.

The Futures Commission is only recommending redeploying a portion of these funds because some of the dollars will still be necessary to invest in new infrastructure across the City. It will take time for the investments from the Cincinnati Southern Railway sale to reach a point where it is practical for the City to begin redeploying this revenue to support general operations. For that reason, it is expected that any redeployment should happen in the back half of the decade once the City has developed its strategy to eliminate the backlog and the revenue from the trust is robust enough to support it. Acting before that could risk slowing down the City's ability to manage its capital needs.

Potential Redeployed Revenue: \$65 million over the decade

CONDITIONS FOR EARNINGS TAX SUPPORT

Increasing the earnings tax is something that should not be taken lightly. The Futures Commission believes that it is prudent to only raise the earnings tax at a rate that solves the City's budget challenge and supports a carefully managed City government that is focused on basic services.

The Futures Commission endorses key principles that condition its support for the increase in the earnings tax:

Business Community Support for Earnings Tax is Contingent on Action by City

The business community's support for the proposed earnings taxes is contingent on the City's specific actions taken to reduce the deficit, sell unneeded assets, and deliver on the reforms sought in the report. The Futures Commission agrees there is no assumed business community support for an earnings tax increase that does not come with making progress on the broad-based reforms, efficiencies, and an asset sale process as recommended in this report.

Earnings Tax Increases Should Be Tied to Specific Reforms Via Ordinance

The Commission believes that the earnings tax increase and asset sales must be connected to fully fund the economic growth investments recommended in this report. Any new earnings tax must be obligated to those investments via ordinance prior to being considered by voters.

The Earnings Tax, Contingent on Actions by the City, Funds Four Economic Growth Drivers and Includes Incentives to Sell Underutilized and Unneeded Real Estate Assets

As discussed above, the Futures Commission supports a series of asset sales to fully fund the Economic Growth Drivers. The Futures Commission recognizes that asset sales cannot be used to fund non-capital expenses, and as such, there are state-law limitations to what can be tied directly to asset sales. The increased available investment from asset sales (or other savings) can increase funding for housing and neighborhood investments, proportional to the growth of the asset sales.

Earnings Tax for Public Safety Requires City to Begin Public Safety Efficiency Studies

The Futures Commission agrees the earnings tax for protection of public safety personnel and operations should be tied to confirmation that the City has begun (and/or completed) the Police and Fire operational efficiency studies.

MAKING THE MOST OF THE CITY'S REVENUE STREAMS AND ASSETS

Cincinnati, like all its peers in Ohio, is heavily reliant on the earnings tax to fund operations, making up approximately 70% of the City's overall revenue. This report has already detailed one opportunity – a new trash fee – to diversify its revenue and support operations, but there are other ways the City can make the most of the revenue streams it has that the Futures Commission recommends.

RECOMMENDATION: CAPTURE THE 3% TICKET TAX ON THE INCREMENT BETWEEN THE INITIAL SALE AND RESALE OF TICKETS IN CINCINNATI.

Like most of its peers, the City charges a fee for admission to events located in the City to defray a portion of expenses incurred because of those events. Locked in the City Charter at 3%, tickets to major events like professional sports and concerts are taxed.

In 2023, when Taylor Swift played two concerts at Paycor Stadium, the City derived more than \$1 million to support its operating budget through the admissions tax. Similarly, tickets to Reds games garnered \$2 million in revenue, while FC Cincinnati matches garnered more than \$500,000.

However, when the Commission was doing this analysis, the City was not maximizing the abilities it has to generate revenue under its existing authority. Many cities were already taxing the difference between the original purchase price and the resale price for tickets resold on platforms like Ticketmaster, SeatGeek, and StubHub. As of the beginning of 2024, Cincinnati was not doing so. The Futures Commission was encouraged to learn that the City recently passed an ordinance that will allow it to capture this value. In doing so, the Futures Commission believes the City should expect to derive \$11.7 million over the next decade.

Potential Revenue: \$11.7 million over the decade

RECOMMENDATION: INCREASE PARKING ENFORCEMENT, EXPAND PARKING METER FOOTPRINT, AND ELIMINATE PEAK HOUR PARKING RESTRICTIONS ACROSS THE CITY.

Across the City, Cincinnati manages a significant number of on-street parking assets that manage access to parking throughout the urban core and City neighborhoods. The Department of Community & Economic Development manages the operations of the system, setting hours, rates, managing enforcement, and more. Currently, the parking meter fund generates just over \$3.6 million per year, of which \$1.5 million currently supports the general fund.

The Futures Commission is recommending three improvements to the parking system that will strengthen it as a tool to support business districts and derive additional revenue to the City.

First, the Futures Commission recommends that the City increase parking enforcement of its existing parking assets. During the pandemic, the City significantly scaled back its enforcement, and it has not ramped those efforts back up to the level necessary to encourage proper use of the system. Increased enforcement is not just about enforcing turnover at parking meters (or issuing meter citations), it is also about ensuring access to the curb is available for the other uses the City believes are important – handicap parking, loading zones, residential parking permitted areas, and more. Based on conversations with the community, it is important that the City manage how aggressively it enforces meters and ensure that it is enforcing equitably across the City. However, the Commission believes there is capacity to increase enforcement while maintaining a reasonable and welcoming environment for people utilizing the parking system.

“Parking is definitely a big issue, right? We have a big place, we have a destination, people come and say, ‘hey, look, I drove around four times before I can’t go to your business.’ It’s heartbreaking.” – Business Owner

Second, the Futures Commission recommends eliminating peak hour parking restrictions on major corridors during morning and afternoon windows. This change will make meters available across the City for residents and commuters to stop in shops and restaurants where there are currently very few options. It will also allow the City to collect an additional four hours of meter revenue during the work week. Finally, and perhaps most importantly based on our community conversations, eliminating peak hour parking restrictions will improve pedestrian safety along major corridors. Allowing parking to utilize the curb on major corridors reduces the flow of traffic to fewer lanes and creates a buffer between traffic and pedestrians. The City has done this in some neighborhood business district corridors already to positive effect. On Hamilton Avenue in Northside, for example, the City piloted an elimination of peak hour parking restrictions and saw nearly 20% reduction in speed in the busiest parts of the Northside business district during evening peak hours.

The City last conducted a comprehensive parking master plan more than a decade ago. The Commission recommends it review the current on-street parking footprint and identify additional places across the City where development patterns have changed to add additional metered parking to the system.

If the City were to implement these changes, it could generate an additional \$10 million in parking revenue over the next decade.

Potential Revenue: \$10 million over the decade

MAKING THE MOST OF THE CITY'S REVENUE STREAMS AND ASSETS

The City of Cincinnati is a sprawling and complex organization that owns and operates real estate facilities across the City. Some of those facilities – like parks, recreation centers, police stations and firehouses – support core operations and provide valuable services and amenities to City residents. However, the City also owns and operates assets that are not core to its mission and have the potential to drive revenue to the City or be utilized to incentivize development that has a higher and better use toward the City's overall growth goals.

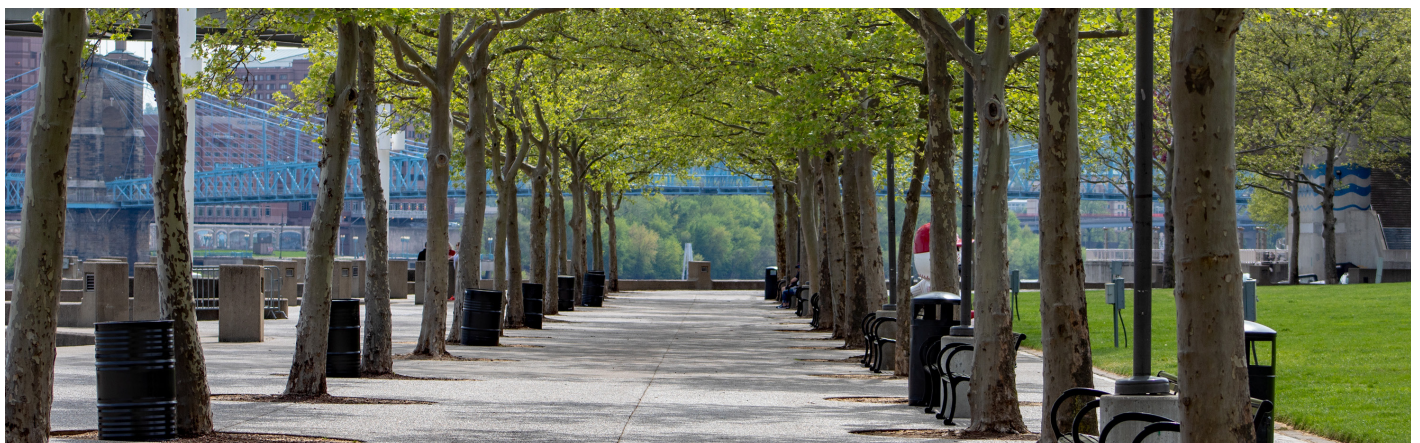
The Futures Commission recommends that the City take stock of all its assets and divest of the assets that do not support the City's focus on core services or could be repositioned to support growth. The Futures Commission reviewed a number of assets that will be detailed below, but this list is by no means exhaustive, and the Futures Commission recommends that the City convene a short-term task force with business and real estate leaders to take stock of its assets and develop a plan above and beyond the ones identified in this report. Moving forward, the City should consider maintaining a comprehensive catalogue of its real estate holdings and assess them regularly to understand whether the asset is serving a critical city function, and if not, whether it could serve a better use.

GOLF COURSES

The City owns and operates six golf courses across the region, including three outside of the City limits. The funding for these courses is maintained in a restricted fund at the City, meaning that revenue from golf must be reinvested in the courses and cannot be utilized to support other City services. Selling these assets would allow the City to utilize the funds to support capital needs for the City beyond the golf business.

Across the six courses, The Futures Commission's analysis shows that the City could expect to receive between \$6.5 million to \$27.3 million if it chose to sell the golf courses. Ohio has experienced a healthy transaction market for golf courses, with over 50 golf sales since the first quarter of 2022. The highest market value contemplates redevelopment opportunities outside of golf, which could prove difficult for some of the City courses based on their location and other restrictions placed on the land. The other alternative would be for the City to sell the land to a private golf operator for a value at the lower end of the range of values provided to Commissioners, which would still garner a significant sum.

In essence, an outright sale of these assets provides the most opportunity to maintain golf services in and around the City while also creating the most flexible pool of dollars. However, if the City does not want to sell the courses, it could lease them to a private operator, saving funds but not impacting its overall infrastructure and real estate needs.



LUNKEN AIRPORT

Lunken Airport is primarily used by general aviation and corporate charter flights and has never needed to access general fund dollars. All funds from the operations of the airport are restricted to use on the airport. Currently, the City's Department of Transportation & Engineering manages the operations of the airport. As it stands today, Lunken is operating at about half of its potential capacity, indicating an opportunity to grow business in the general aviation and corporate charter sectors.

The Futures Commission's analysis estimates the value of the airport between \$8 million and \$27 million, although that valuation does not factor in the needed short and mid-term capital improvements, estimated at \$105 million, which could impact the price of a lease.

The Commission recommends that the City explore a lease opportunity with CVG Airport. Leasing Lunken to CVG not only gets the City out of a business that is not core to the needs of City residents and that it does not have deep expertise in operating and maintaining, but it also creates economies of scale between the region's largest, growing airport and Cincinnati's municipal airport. Importantly, CVG already has experience leasing and managing general use airports. In 2021, CVG entered into an agreement with Miami University to operate the Miami University Airport (OXD), maintaining that facility's operations in general aviation supporting corporate travel, training, and recreation flights. Cincinnati has a similar opportunity to leverage the experience of the experts at CVG at Lunken Airport.



PARKING FACILITIES

The Futures Commission also analyzed a number of City-owned parking assets that could present development or sale opportunities for the City, including:

- Groton Lot – 31 Garfield Place (0.20 ac/45 spaces)
- McFarland Lot – 3 E. Freedom Way (1.5 ac/345 spaces)
- L&N Loop Lot – 690 E. Pete Rose Way (1.5 ac/116 spaces)

A preliminary analysis identified the potential revenue from the sale of these lots to be between \$6.2 million and \$14 million, however, the City could also utilize this real estate as an incentive for development rather than selling the land for cash. The L&N Loop lot seems ripe for development with its proximity to the Lytle Park renovations and the improvements being made on the east side of downtown.

ADDITIONAL REAL ESTATE DEVELOPMENT ASSETS

The Futures Commission also assessed a number of parcels around the City that could be ripe for higher and better use that the City could consider for sale or use to incentivize development. While this report details two such opportunities, Commissioners themselves discussed multiple other opportunities based on their knowledge and experience in the City, further demonstrating the usefulness of a more thorough examination led by the proposed task force.

One example parcel is 3101 Burnet Ave., the Cincinnati Health Department headquarters. This parcel sits squarely in the heart of Uptown along a prominent intersection across from the growing University of Cincinnati campus. This is a key corridor for job growth in the City, as it has been identified as part of the State of Ohio's Innovation District designation, and is along the route of one of the proposed bus rapid transit corridors that Cincinnati Metro has under development.

An analysis of this site produced an estimated value of \$1.2 million to \$4.9 million. The City has currently identified the Health Department headquarters as a building in need of repair or replacement, making now the perfect time to assess whether this location is the right place for these important services to be located in the future. The Futures Commission believes the City should consider relocating the Health Department and utilizing this property to incentivize development in the burgeoning Uptown job hub.

The Futures Commission also identified 68 Shadybrook Dr. as an opportunity to incentivize the creation of new housing in Roselawn. The estimated value of the property is between \$705,000 to \$1.9 million.

This parcel is likely best positioned for residential development in part because it does not front Vine Street or Galbraith Roads, hindering the ability to do more mixed-use development. The parcel sits adjacent to the Roselawn Recreation Center, which the Futures Commission is not recommending including as part of this sale.

Potential One-Time Revenue: \$34.5 million over the decade

Savings/Revenue Generator	10 Year Analysis
Public Safety Optimization	\$35,600,000
Parks and Rec Optimization and Strategic Regionalization	\$34,500,000
Gainsharing	\$10,000,000
CSR Savings	\$5,800,000
Trash Fee	\$164,000,000
Ticket Tax Resale	\$11,700,000
City Assets	\$34,500,000
Parking Meter Enforcement & Expansion	\$10,000,000
Earnings Tax Increase	\$357,000,000
Redeploy Partial Infrastructure Commission Tax	\$65,000,000
Total:	\$728,100,000



CONCLUSION

Over the last year, the Futures Commission has led a comprehensive review of the City's financial challenges and strengths, creating a path forward that will lead to sustainable City operations and a structurally balanced budget. In addition, the Futures Commission examined dozens of strategies that would accelerate growth within the City, creating economic opportunity, reducing disparities, and stimulating growth of our City's population.

A financial review and economic agenda review would have been a sufficient task with meaningful recommendations. But it was the third focus area of the Futures Commission's work that may have added the most insight to this final report. Commissioners heard from hundreds of citizens, residents, stakeholders, visitors, and leaders. And through those conversations, one theme emerged. The long-term success and growth of Cincinnati is important to everyone. People believe in this City. They believe in its impact on the region, keenly understanding that a successful Cincinnati leads to success and economic opportunity in other neighborhoods, townships, villages, and counties within our region. People are rooting for this City.

This common theme indicated a willingness to make tough choices for the betterment of the City as a whole. Residents saw that the City's ultimate success was tied to their own happiness and opportunity, and they were willing to do a little more, pay a little more, change a little more, if it resulted in a better City in the long run. Many Commissioners rightly identified this as a strength of Cincinnati – a strength that not every City has. It is this unique passion and belief in our future that gives this Cincinnati Futures Commission the ability to propose the bold recommendations contained in this report.

In short, if the City and its elected and appointed leaders adopt the recommendations contained in this plan, the result will be transformational for Cincinnati and its citizens.

	10 YEAR ANALYSIS (REVENUE & SAVINGS)	10 YEAR ANALYSIS (INVESTMENTS)
10-year Deficit		\$438,000,000
Ongoing Investments		\$290,000,000
Cost Savings	\$95,900,000	
New Revenue	\$532,700,000	
Redeployed Revenue	\$99,500,000	
TOTAL	\$728,100,000	\$728,000,000

The Futures Commission recommends utilizing existing dollars held in reserve to invest in the one-time expenses recommended in this report.

CINCINNATI FUTURES
COMMISSION | A VISION FOR THE
FUTURE OF CINCINNATI

FINAL REPORT



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

202401282

April 2024

APPOINTMENT

I hereby appoint Kiana R. Trabue to the Cincinnati Board of Health for a term of three years. This appointment is submitted to the City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



AFTAB PUREVAL
City of Cincinnati, Office of the Mayor

2024/01/28/

April 2024

APPOINTMENT

I hereby appoint Ken Patel to the Cincinnati Board of Health for a term of three years.
This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



Jan-Michele Lemon Kearney
Vice Mayor

April 24, 2024

MOTION

WE MOVE that the Administration maintain the Office of Human Relations which currently functions with a two-person staff. The original Motion #202302162, passed by Council on November 1, 2023, moved that the Administration rename The Office of Human Relations to The Office of Equity and repurpose its mission to prioritize, though not exclusively focus on closing the racial wealth gap in Cincinnati.

It is clear that there remains a need for human relations work such as continuing internal racial equity training as currently is being done through tools provided by the City's membership in the Government Alliance on Race and Equity (GARE), monitoring hate crimes, and addressing complaints of discrimination by residents due to actual or perceived race, color, religion, national origin, gender, physical or mental disability, sexual orientation or age.

The Office of Human Relations should be tasked with forming a voluntary advisory council composed of diverse members of the Cincinnati community to meet on a regular basis and assist the staff with guiding the work of the Office.

Vice Mayor Jan-Michele Lemon Kearney

_____	_____
_____	_____
_____	_____
_____	_____

STATEMENT

The Administration is in the process of establishing the Office of Equity that initially will have the focus of prioritizing the important and necessary work of closing the racial wealth gap, implementing the Mayor's Financial Freedom Blueprint, and ensuring that the proceeds from the sale of the Cincinnati Southern Railway, as well as all City funds are distributed equitably across all neighborhoods in Cincinnati.

However, it is clear that now is not the time to disband the Office of Human Relations but to strengthen it. Here in City Council, we regularly hear about the rise in anti-Muslim and anti-Jewish threats and increased fear in these communities, as well as assaults on the LGBTQIA communities, and ongoing incidents that are based on race, ethnicity, and or gender. Two months ago, in February 2024, a man plead guilty to attacking a man of Asian descent in Clifton and saying to him, "Go back to your country," as he beat him. Attached is a report on hate crimes that were reported in Ohio. We know from anecdotal evidence that many incidents of discrimination go unreported, while others might not rise to the level of a crime to be prosecuted, and yet, such incidents need to be addressed.

City Council values inclusivity and growth, and seeks to ensure that Cincinnati is a welcoming City for all. With that in mind, we must be vigilant in addressing and eradicating intentional and unintentional discrimination.

With an advisory council composed of volunteers who are diverse members of the Cincinnati community, the Office of Human Relations' two-person staff will expand its ability and reach as it addresses challenges and strengthens human relations among all people in Cincinnati.

Perhaps, there will be a time when an Office of Human Relations no longer is needed. Now is not that time.



OHIO

Hate Crimes Incidents in 2022

638 of 856 law enforcement agencies (75%) provided hate crime data.

What is a Hate Crime?

Hate Crimes: At the federal level, a crime motivated by bias against race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

Bias or Hate Incident: Acts of prejudice that are not crimes and do not involve violence, threats, or property damage.

For additional information on hate crimes resources visit <https://www.justice.gov/hatecrimes>.

How do I report a hate crime?

If you believe you are the victim of a hate crime or believe you witnessed a hate crime:

For emergencies **Dial 911**

OR

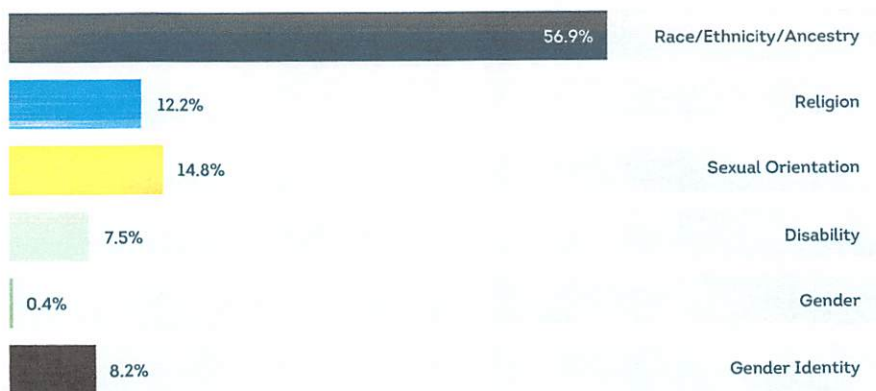
Step 1: Report the crime to your local police.

Step 2: Quickly follow up this report with a tip to the Federal Bureau of Investigation's (FBI) tip line at 1-800-225-5324.

Types of Crime

Crimes against Persons	319	54.0%
Crimes against Property	235	39.8%
Crimes against Society	37	6.3%

Bias Motivation Categories



Bias Motivation Categories	2020	2021	2022
Race/Ethnicity/Ancestry	304	299	312
Religion	77	71	67
Sexual Orientation	69	68	81
Disability	54	44	41
Gender	4	4	2
Gender Identity	34	41	45

For additional statistics, visit the FBI Crime Data Explorer at <https://cde.ucr.cjis.gov/LATEST/webapp/#/pages/explorer/crime/hate-crime>.

CAL → Healthy Neighborhoods
J-mkt

202401274
Date: May 1, 2024

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor EESW
Subject: **Emergency Ordinance –Delinquent Property Tax Funding**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer and return of \$1,000,000 to source Fund No. 050, “General Fund,” from capital improvement program project account no. 980x162x231606, “Housing Stability - GF”; and **AUTHORIZING** the transfer and appropriation of \$1,000,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x162x7400 to provide one-time resources for the Homecare Tax Relief Program that will aid and assist in the payment of delinquent property taxes for low-to-moderate income single family homeowners within the City of Cincinnati.

EESW/KKF(dmm)
Attachment
400832



EMERGENCY

City of Cincinnati

KKF

EESW

An Ordinance No. _____

- 2024

AUTHORIZING the transfer and return of \$1,000,000 to source Fund No. 050, “General Fund,” from capital improvement program project account no. 980x162x231606, “Housing Stability - GF”; and **AUTHORIZING** the transfer and appropriation of \$1,000,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x162x7400 to provide one-time resources for the Homecare Tax Relief Program that will aid and assist in the payment of delinquent property taxes for low-to-moderate income single family homeowners within the City of Cincinnati.

WHEREAS, on June 23, 2022, Council passed Ordinance No. 191-2022 to approve and adopt a Capital Improvement Program and Budget for Fiscal Year 2023, which included capital improvement program project account no. 980x162x231606, “Housing Stability - GF,” to provide resources for housing stability; and

WHEREAS, Council Motion No. 202400924, adopted April 3, 2024, moved to allocate a portion of the existing housing stability funds to the Department of Community and Economic Development for one-time resources for a payment assistance program for eligible Cincinnati homeowners for delinquent property taxes; and

WHEREAS, there is a need to transfer and return to source Fund No. 050, “General Fund,” \$1,000,000 from existing capital improvement program project account no. 980x162x231606, “Housing Stability - GF,” and to transfer and appropriate \$1,000,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x162x7400 to provide one-time resources for the Homesafe Tax Relief Program (“Program”) that will aid and assist in the payment of delinquent property taxes for low-to-moderate income single family homeowners within the City of Cincinnati; and

WHEREAS, the Program proposes that recipients of the relief be at or below eighty percent of the area median income and be owners of the property, that the property must be the owner’s primary residence, and that the sole purpose of the funds is for payment of delinquent property taxes; and

WHEREAS, the Program is in accordance with the “Live” goal to “[c]reate a more livable community” and the strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Council authorizes the transfer and return to source Fund No. 050, “General Fund,” of \$1,000,000 from capital improvement program project account no. 980x162x231606, “Housing Stability - GF.”

Section 2. That Council authorizes the transfer of \$1,000,000 from the unappropriated surplus of Fund No. 050, “General Fund,” to the Department of Community and Economic Development FY 2024 non-personnel operating budget account no. 050x162x7400 to provide one-time resources for the Homesafe Tax Relief Program that will aid and assist in the payment of delinquent property taxes for low-to-moderate income single family homeowners within the City of Cincinnati.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to deploy funding to provide relief for households with delinquent property taxes that are at risk of facing further hardship or potentially losing their homes.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

002401273

Date: May 1, 2024

To: Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Emergency Ordinance –FY 2024 CM Owens Office Budget Ajustment**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer of \$2,000 within the General Fund from Councilmember Meeka Owens' General Fund personnel operating budget account no. 050x025x7100 to Councilmember Meeka Owens' General Fund non-personnel operating budget account no. 050x025x7200 to realign the office budget for Councilmember Meeka Owens.

EESW/LES(dmm)
Attachment
400737

EMERGENCY

City of Cincinnati

LES

EESW

An Ordinance No. _____

2024

AUTHORIZING the transfer of \$2,000 within the General Fund from Councilmember Meeka Owens' General Fund personnel operating budget account no. 050x025x7100 to Councilmember Meeka Owens' General Fund non-personnel operating budget account no. 050x025x7200 to realign the office budget for Councilmember Meeka Owens.

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

Section 1. That \$2,000 existing within Councilmember Meeka Owens' General Fund personnel operating budget account no. 050x025x7100 is transferred to Councilmember Meeka Owens' General Fund non-personnel operating budget account no. 050x025x7200 to realign the office budget for Councilmember Meeka Owens.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: 5/1/2024

To: Mayor and Members of City Council 202401257
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Hyde Park Square Art Show)**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Hyde Park Square Art Show
EVENT SPONSOR/PRODUCER: Hyde Park Square Art Show Committee
CONTACT PERSON: Janey Smith
LOCATION: Hyde Park Square
DATE(S) AND TIME(S): 10/6/2024 10:00am to 5:00pm
EVENT DESCRIPTION: Art Show
ANTICIPATED ATTENDANCE: 2,000
ALCOHOL SALES: ☐ YES. ☒ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Colonel Teresa A. Theetge, Police Chief

Date: 05/1/24

To: Mayor and Members of City Council 202401258
From: Sheryl M. M. Long, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Juneteenth Block Party 2024**

In accordance with Cincinnati Municipal Code, Chapter 765; Marquitta Minniefield has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): (Cincinnati Fire Department, Metro, Cincinnati Police Special Events Unit, Cincinnati Police District One, Traffic and Engineering Department, Traffic and Road Operations Department and The Health Department. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Juneteenth Block Party 2023
EVENT SPONSOR/PRODUCER: Paloozanoire, LLC.
CONTACT PERSON: Marquitta Minniefield
LOCATION: 50 East Freedom Way
DATE(S) AND TIME(S): 06/17/23 1600-2300 Hours
EVENT DESCRIPTION: Annual Juneteenth celebration held at the Banks
ANTICIPATED ATTENDANCE: 20,000
ALCOHOL SALES: ☐ YES. ☒ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: N/A

cc: Colonel Teresa A. Theetge, Police Chief

Date: May 1, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202401266

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: 2530349
PERMIT TYPE: NEW
CLASS: D1
NAME: ETC PRODUCE WALNUT HILLS LLC
DBA: NONE LISTED
954 MCMILLAN AVE
CINCINNATI OH 45206

On March 26, 2024, the Walnut Hills 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: May 21, 2024

May 1, 2024

To: Mayor and Members of City Council

202401268

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – OES: Energy Futures Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$490,930 from the Energy Futures Grant program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436; and **AUTHORIZING** the Director of Finance to deposit grant resources into Environment and Sustainability Fund revenue account no. 436x8543.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$490,930 from the Energy Futures Grant program (ALN 81.041) awarded by the United States Department of Energy (DOE) to Environment and Sustainability Fund 436. This Emergency Ordinance also authorizes the Director of Finance to deposit grant resources into Environment and Sustainability Fund revenue account no. 436x8543.

The Office of Environment and Sustainability (OES) will use the grant resources to identify strategies to leverage the electric aggregation program to provide residents in low-income communities with access to affordable renewable energy.

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

The City has already applied for the grant, but no grant funds will be accepted without approval by the City Council.

Developing strategies to provide residents in low-income communities with access to affordable renewable energy through the electric aggregation program is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181 – 186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept and appropriate grant funds to develop strategies to assist low-income residents 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 apply for, accept, and appropriate a grant of up to \$490,930 from the Energy Futures Grant program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436; and **AUTHORIZING** the Director of Finance to deposit grant resources into Environment and Sustainability Fund revenue account no. 436x8543.

WHEREAS, a grant of up to \$490,930 is available from the United States Department of Energy through the Energy Futures Grant program (ALN 81.041) to identify strategies to leverage the electric aggregation program to provide residents in low-income communities with access to affordable renewable energy; and

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

WHEREAS, the City already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, developing strategies to provide residents in low-income communities with access to affordable renewable energy through the electric aggregation program is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181 – 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$490,930 from the Energy Futures Grant program (ALN 81.041) awarded by the United States Department of Energy to Environment and Sustainability Fund 436 to leverage the electric aggregation program to provide residents in low-income communities with access to affordable renewable energy.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

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

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 1, 2024

To: Mayor and Members of City Council

202401269

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – OES: Spinney Field Energy Efficiency Grant

Attached is an Emergency Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant,” to provide resources for the installation of energy efficiency upgrades to the Police Training Academy at Spinney Field; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant up to \$250,000 from the U.S. Department of Energy State Energy Program (ALN 81.041) awarded by the Ohio Department of Development Energy Efficiency Program to newly established capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant”; and **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant.”

This Emergency Ordinance establishes capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant,” to install energy efficiency upgrades to the Cincinnati Police Department (CPD)’s Police Training Academy at Spinney Field. This Emergency Ordinance also authorizes the City Manager to apply for, accept, and appropriate a grant up to \$250,000 from the U.S. Department of Energy (DOE) State Energy Program (ALN 81.041) awarded by the Ohio Department of Development (ODOD) Energy Efficiency Program to the newly established capital improvement program project account.

The City plans to use the grant resources to install energy efficiency upgrades to the Police Training Academy at Spinney Field including, but not limited to, new thermostats and control valves as well as a building automation system to control the heating, ventilation, and air conditioning (HVAC) systems.

The grant does not require local matching resources or additional FTEs/full time equivalents.

Installing energy efficiency improvements at Spinney Field is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to meet established grant deadlines.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

IMD

- 2024

ESTABLISHING new capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant,” to provide resources for the installation of energy efficiency upgrades to the Police Training Academy at Spinney Field; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$250,000 from the U.S. Department of Energy State Energy Program (ALN 81.041) awarded by the Ohio Department of Development Energy Efficiency Program to newly established capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant”; and **AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant.”

WHEREAS, a grant of up to \$250,000 is available from the U.S. Department of Energy State Energy Program through the Ohio Department of Development Energy Efficiency Program to reduce energy use and improve energy efficiency; and

WHEREAS, the City plans to use the grant resources to install energy efficiency upgrades to the Police Training Academy at Spinney Field including, but not limited to, new thermostats and control valves as well as a building automation system to control the heating, ventilation, and air conditioning (HVAC) systems; and

WHEREAS, the grant does not require local matching resources or additional FTEs/full time equivalents; and

WHEREAS, the City has already applied for the grant, but no grant resources will be accepted without authorization by Council; and

WHEREAS, installing energy efficiency improvements at Spinney Field is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181-186 of Plan Cincinnati; now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant,” to provide resources for the installation of energy efficiency upgrades to the Police Training Academy at Spinney Field.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$250,000 from the U.S. Department of Energy State Energy Program (ALN 81.041) awarded by the Ohio Department of Development Energy Efficiency Program to newly established capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant.”

Section 3. That the Director of Finance is authorized to deposit the grant resources into capital improvement program project account no. 980x104x241049, “Spinney Field Energy Efficiency Grant.”

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to meet established grant deadlines.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

May 1, 2024

To: Mayor and Members of City Council

202401270

From: Sheryl M. M. Long, City Manager

**Subject: Ordinance – DOTE: COTF Grant for Little Miami Scenic Trail,
Elstun to Ranchvale, Shared Use Path**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grant resources from the Clean Ohio Trails Fund grant program to be awarded by the Ohio Department of Natural Resources in an amount up to \$500,000 for the purpose of providing resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path (PID 115291).

This Ordinance authorizes the City Manager to apply for grant resources from the Clean Ohio Trails Fund (COTF) grant program to be awarded by the Ohio Department of Natural Resources (ODNR) in an amount up to \$500,000 for the purpose of providing resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path (PID 115291).

The Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path is a shared-use path for bicycles and pedestrians along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood and will extend the trail built by Anderson Township. The COTF grant would provide resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path portion of the trail.

If awarded, the grant requires local matching resources in the amount of approximately \$166,667, which will be made available in future Department of Transportation and Engineering (DOTE) capital budget resources allocated for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path. No additional FTEs/full time equivalents are necessary for this grant.

The Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategies to “[e]xpand options for non-automotive travel,” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 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 grant resources from the Clean Ohio Trails Fund grant program to be awarded by the Ohio Department of Natural Resources in an amount up to \$500,000 for the purpose of providing resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path (PID 115291).

WHEREAS, the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path is a shared-use path for bicycles and pedestrians along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood, and will extend the trail built by Anderson Township; and

WHEREAS, grant resources are available from the Ohio Department of Natural Resources through the Clean Ohio Trails Fund (“COTF”) grant program in an amount up to \$500,000; and

WHEREAS, the COTF grant would provide resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path portion of the trail; and

WHEREAS, if awarded, the grant requires local matching resources in the amount of approximately \$166,667, which will be made available in future DOTE capital budget resources allocated for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path; and

WHEREAS, no additional FTEs are necessary for this grant; and

WHEREAS, the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategies to “[e]xpand options for non-automotive travel,” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-138 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 grant resources from the Clean Ohio Trails Fund grant program to be awarded by the Ohio Department of Natural Resources in an amount up to \$500,000 for the purpose of providing resources for the Little Miami Scenic Trail, Elstun to Ranchvale, Shared Use Path.

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

May 1, 2024

To: Mayor and Members of City Council

202401271

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – DOTE: Applications for Various Grants

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for grants of up to \$8,000,000 from the federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality (ALN 20.205) grant programs; for a grant of up to \$1,000,000 from the Transportation Alternatives Grant (ALN 20.205) awarded by the Ohio-Kentucky-Indiana Regional Council of Governments; for Metro Transit Infrastructure Fund grants awarded by Cincinnati Metro; for grants awarded by the Ohio Public Works Commission; and for Municipal Road Fund grants awarded by Hamilton County, all to fund various Department of Transportation and Engineering transportation projects.

This Ordinance authorizes the City Manager to apply for various grants, all to fund various Department of Transportation and Engineering (DOTE) projects. DOTE identified the attached list of projects for potential grant funding, although the list is subject to change and DOTE may apply for resources for projects not included in the attachment.

The first grant application deadline is June 7, 2024. The City may have already applied for the grants, but no grant funds will be accepted without approval of the City Council.

Depending on the terms of the grant award for each project, local matching resources may be required and will be identified in future capital improvement program project funding. There are no new FTEs/full time equivalents associated with these grants.

The implementation of various road, bridge, pedestrian, and bicycle construction projects is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel,” and “[p]lan, design and implement a safe and sustainable transportation system” as described on pages 129-138 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 grants of up to \$8,000,000 from the federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality (ALN 20.205) grant programs; for a grant of up to \$1,000,000 from the Transportation Alternatives Grant (ALN 20.205) awarded by the Ohio-Kentucky-Indiana Regional Council of Governments; for Metro Transit Infrastructure Fund grants awarded by Cincinnati Metro; for grants awarded by the Ohio Public Works Commission; and for Municipal Road Fund grants awarded by Hamilton County, all to fund various Department of Transportation and Engineering transportation projects.

WHEREAS, the Department of Transportation and Engineering (“DOTE”) identified the attached list of projects for potential grant funding, although the list is subject to change and DOTE may apply for resources for projects not included in the attachment; and

WHEREAS, the first grant application deadline is June 7, 2024, and the City may have already applied for the grants, but no grant funds will be accepted without approval by Council; and

WHEREAS, depending on the terms of the grant award for each project, local matching resources may be required and will be identified in future capital project funding; and

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

WHEREAS, the implementation of various road, bridge, pedestrian, and bicycle construction projects is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategies to “[e]xpand options for non-automotive travel,” and “[p]lan, design and implement a safe and sustainable transportation system” as described on pages 129-138 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 grants from the federal Surface Transportation Block Grant and Congestion Mitigation and Air Quality (ALN 20.205) grant programs of up to \$8,000,000; for the Transportation Alternatives Grant (ALN 20.205) awarded by the Ohio-Kentucky-Indiana Regional Council of Governments of up to \$1,000,000; for Metro Transit Infrastructure Fund grants awarded by Cincinnati Metro; for grants awarded by the Ohio

Public Works Commission; and for Municipal Road Fund grants awarded by Hamilton County, all for the timely completion of several transportation projects managed by the City's Department of Transportation and Engineering and identified on the attached list.

Section 2. That the proper City officials are authorized to take all necessary actions to carry out the terms of the grants and Section 1.

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

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Attachment A
DOTe Potential Project List

Projects	Matching Funds
Victory Parkway Improvements (Martin to McMillan)	Future City Capital & OKI Grant
Pedestrian Safety Improvements	Future City Capital & ODOT Safety
Reading & Summit Improvements	Future City Capital & ODOT Safety
Plum Street Improvements	Future City Capital
2 nd & 3 rd Steet Crosswalks	Future City Capital
State to Central Improvements	Future City Capital & Federal Grant
East 6th Street Rehabilitation	Future City Capital
Ridge Avenue Rehabilitation	Future City Capital & OPWC
Neighborhood Traffic Calming	Future City Capital
Central Parkway Phase 3	Existing & Future City Capital
Faraday Road Improvements	Future City Capital
W 8 th Street Rehabilitation	Future City Capital
Reading & Paddock Improvements	Future City Capital
W North Bend Road Rehabilitation	Future City Capital
Montana Avenue Rehabilitation	Future City Capital
Central Parkway Reimagined	Future City Capital
Purcell Avenue Improvements	Future City Capital
Victory Parkway Improvements (McMillan to Reading)	Future City Capital

May 1, 2024

To: Mayor and Members of Council

From: Sheryl M.M. Long, City Manager

202401275

Subject: 115 Trust Funding Policy

Under the 2015 Collaborative Settlement Agreement concerning the Cincinnati Retirement System, the City was tasked with developing a funding policy for the healthcare trust that funds healthcare coverage for eligible retirees and their dependents (the “115 Trust”). Accordingly, the City Administration and the Law Department, in consultation with the parties to the Collaborative Settlement Agreement and their legal representatives, developed a proper funding policy to ensure the ongoing health of the 115 Trust. The parties presented this policy and certain other additional agreements to Judge Michael Barrett for his review and consideration. Thereafter, on March 28, 2024, Judge Barrett entered the attached Agreed Order acknowledging the funding policy.

The City Administration recommends the Mayor and City Council approve and file this policy, which will be subject to ongoing review as provided in the policy.

Attachment

cc: Jon Salstrom, Executive Director, Retirement

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

SUNYAK, et al.,	:	Case Nos.: 1:11-cv-445
	:	1:12-cv-329
v.	:	
	:	
CITY OF CINCINNATI, et al.,	:	Judge Michael R. Barrett
	:	
(City of Cincinnati Pension Litigation)	:	AGREED ORDER

The parties have reached additional agreements consistent with the terms of the CSA, and the Court, having overseen said negotiations and being fully apprised of the attendant circumstances, hereby Orders as follows:

1. Pursuant to section 34 of the CSA, the parties negotiated and agreed upon an attorney fee repayment plan that fully reimburses the CRS Pension Trust for the full Current Employees Class Counsel attorney fees. Beginning on July 1, 2024, the CRS will begin recoupment of Current Employee Class Counsel fees paid pursuant to the Court's Order dated October 22, 2015 (Doc. 104) by withholding funds from the monthly pension benefits of retired Current Employee Class members as follows: 1) \$8.26 per month from retired Current Employee Class members who are not eligible for retiree health benefits as a result of the CSA; and 2) \$16.26 per month from retired Current Employee Class members who are eligible for retiree health benefits as a result of the CSA. Said deductions shall only apply to monthly pension benefits effective July 1, 2024 (with collection beginning on August 1, 2024) and shall continue until the full \$4.5 million in Current Employee Class Counsel attorney fees has been reimbursed. The deductions shall apply to a joint annuitant's pension benefit in the same amount that applied to the retiree. No amount shall be sought from the survivor or estate of any retiree. All such deductions

shall cease when the total aggregate amount deducted equals the amount paid in Current Employee Class attorney fees, which is \$4.5 million.

2. Pursuant to section 24(ii) of the CSA, the parties negotiated and agreed upon a revised “point system” matrix to determine the percentage of premium paid by retirees hired on or after January 9, 1997 for retiree health care coverage. A copy of the revised matrix is attached as Exhibit A. The CRS and the City shall make retiree health care coverage available to the eligible members of the Current Employee Class, including without limitation all individuals eligible for or participating in retiree healthcare under the existing point system matrix as of the date of this Order, on the terms stated in the revised matrix beginning July 1, 2024 (with adjusted corresponding premiums collected beginning with the August 1, 2024 pension payment). Upon entry of this Order, the CRS and the City shall post the revised matrix on the appropriate pages of the websites concerning City retirement benefits and communicate to CSA members who are or may become subject to the point system matrix by U.S. Mail. The City and the CRS acknowledge that counsel for the Current Employee Class has requested and obtained information from the City and the CRS in connection with the negotiation of the revised point system matrix, and the City and the CRS represent and warrant as a material inducement for agreement to this Order, that that all such is true, accurate and complete.

3. The City and the parties negotiated a funding policy for the 115 Trust Fund that satisfies the requirements of section 26 of the CSA. A copy of the funding policy is attached as Exhibit B for notice purposes.

IT IS SO ORDERED.

s/Michael R. Barrett

UNITED STATES DISTRICT JUDGE

Having Seen and Agreed:

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/s/ Robb S. Stokar

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Class Counsel for Current Employees Class

EMILY SMART WOERNER (0089349)
City Solicitor

/s/ Marion E. Haynes III

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Trial Counsel for City Defendants

KATZ TELLER BRANT & HILD LLP

/s/ Peter J. O'Shea

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Fax: (513) 977-3401
E-mail: poshea@katzteller.com
Class Counsel for Plaintiff Retirees Class

EXHIBIT B

City of Cincinnati Cincinnati Retirement System 115 Trust and Other Post Employment Benefits (“OPEB”) Funding Policy (“Policy”)

Background

In 2015, the City of Cincinnati entered into a settlement agreement (Collaborative Settlement Agreement or “CSA”) to resolve pending litigation related to changes in the retirement benefits provided by the City, including healthcare benefits (also known as “Other Post Employment Benefits” or OPEB). The CSA required that the City continue to provide retiree healthcare benefits (including, but not limited to, Retirees Class Healthcare Benefits and Current Employees Class Retirement Health Benefits, as defined in the CSA) for certain City retirees and their eligible surviving spouses, dependent children, and orphans through the expiration of the CSA in 2045. The CSA specified varying eligibility and cost participation by retirees. (CSA paras. 23-24). The City implemented these provisions through amendments to CMC 203-42 through 203-44, and by creating a separate trust fund for the purposes of contributing to, investing, and funding the health benefits of these certain retirees of the City and their eligible surviving spouses, dependent children, and orphans (“115 Trust Fund”) (Ordinance 381-2015).

CSA paragraph 26 required the City to develop a funding policy for the 115 Trust Fund “that will satisfy all consent decree requirements including but not limited to the City’s obligation to fully fund the 115 Trust at actuarially appropriate levels for the term of this Agreement.” (CSA, para. 26; CMC 203-93(c)). Accordingly, this Policy is intended to implement the CSA and CMC and ensure that the 115 Trust is funded at actuarially appropriate levels at least through December 31, 2045. It does not supersede or amend the terms of the CSA.

Actuarial Evaluation: Valuation, Experience Study and Audit

Consistent with the City ordinances that require the regular application of sound actuarial analysis to the administration of pension and CRS OPEB trust benefits, this Policy requires that an actuarial valuation of CRS OPEB benefits and the 115 Trust will continue to be conducted annually. Additionally, an actuarial experience analysis will be conducted at least once every five years. (Admin. Code. XV sec. 9). Finally, an actuarial audit (i.e., a third-party audit of the work of the 115 Trust Fund’s actuary), with full replication of data and results, will be conducted once every 10 years (but not prior to the finalization of a second five-year actuarial experience analysis by the 115 Trust’s actuary within a 10-year period) by an actuary who had no role in the conduct of any actuarial valuation or experience studies during the 10-year period prior to the audit.

The annual actuarial valuation of the 115 Trust Fund will compute the actuarial liability, the actuarial value of assets, the unfunded actuarial liability, the funded ratio, the normal cost, and the actuarially determined employer contribution (“ADEC”). The terms in the preceding sentence shall have the same meaning as in the annual CRS OPEB actuary valuation report.

Actuarial Assumptions

Notwithstanding the provisions of the CSA and CMC, for purposes of calculating the ADEC for the 115 Trust and conservatively managing the 115 Trust, the actuarial assumptions include the following assumptions, which are subject to review every five years following the effective date of this Policy:

Assumed Investment Earnings Rate:	7.50%
Amortization period of any unfunded liability:	30 years
Amortization method:	Level dollar
Value of 115 Trust Assets:	Actuarial value

(Note: the above assumptions do not constitute an exhaustive list of assumptions on which the 115 Trust’s actuary, in exercising its professional judgment, may rely in providing actuarial services.)

Funding Triggers

The City recognizes its obligation to ensure 100% funding of health care benefits (including, but not limited to, Retirees Class Healthcare Benefits and Current Employees Class Retirement Health Benefits, as defined in the CSA) for eligible retired members of the CRS as provided in the CSA (including, but not limited to, Retirees Class members, Current Employees Class members, and their eligible surviving spouses, dependent children, and orphans) through the expiration of the CSA in 2045.

Upon a determination by the actuary in an annual OPEB valuation that the 115 Trust is funded at a level of **90% or less**, the City will begin to contribute the normal cost of the OPEB benefits *or* 2% of Covered Payroll, whichever is less, in the fiscal year that begins two years following the date of the OPEB valuation. Example: if the CY2024 OPEB valuation reflects that the 115 Trust is 89% funded, the City will contribute the OPEB normal cost rate in the FY2026 budget.

Upon a determination by the actuary in an annual OPEB valuation that the 115 Trust is funded at a level of **80% or less**, the City will begin to contribute the normal cost of the OPEB benefits *or* 2.5% of Covered Payroll, whichever is less, in the fiscal year that begins at two years following the date of the OPEB valuation.

The City may cease contributions to the 115 Trust following two consecutive years of funding levels at or above 100%, as certified by the actuary in the annual OPEB valuations, subject to re-starting contributions under the provisions of the previous two paragraphs. For the avoidance of

doubt, if either or both of the funding obligations in the previous two paragraphs have been triggered, the City must continue to make the contributions to the 115 Trust required by the preceding two paragraphs until there have been two consecutive years of funding levels at or above 100% as certified by the actuary in the annual OPEB valuations.

Good Faith Implementation

The City will implement this Policy in good faith. Nothing in this Policy shall be construed to prohibit City Council from appropriating funds into the 115 Trust Fund when conditions precedent for the funding triggers do not exist.

Effective Date

This Policy takes effect upon the date of adoption by the City Manager, with consent from the Mayor and City Council of the City of Cincinnati. The City anticipates an effective date of no later than April 30, 2024.

Review

Acceptable and appropriate actuarial assumptions, methods and practices vary over time, as do economic conditions and investment markets. Any funding policy should be regularly evaluated and updated to determine its suitability for the times. Accordingly, this Policy shall be reviewed upon the completion of each decennial audit described on page one of this Policy but in no event sooner than ten years following the effective date of this Policy.

May 1, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202401276

**Subject: Emergency Ordinance – Funding and Development Agreement
for Medpace Phase 3 Expansion Project**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding and Development Agreement with RBM Development Company, LLC, for the redevelopment of property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati, pursuant to which the City will assign service payments in lieu of real property taxes imposed in connection with a proposed thirty-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.40(B), subject to the passage by Council of a separate ordinance authorizing such exemption, to the Port of Greater Cincinnati Development Authority to facilitate the redevelopment of the property.

STATEMENT

The expansion of the Medpace Campus will help contribute to Cincinnati's economic stability by creating significant job opportunities. This project is one of the largest job creation projects ever in Hamilton County. The jobs, payroll, and investment will bring new opportunities and will be a catalyst for additional investment and development in the community.

BACKGROUND/CURRENT CONDITIONS

Medpace, Inc. (the "Company") either by ownership or lease, has site control of approximately 20.8 acres at the southeast corner of Madison Road and Red Bank Expressway in the Madisonville neighborhood of Cincinnati. The Company, and its real estate affiliate, RBM Development Company, LLC (the "Developer"), have undertaken a multi-phase redevelopment of the Medpace Site.

This third phase of the redevelopment includes (i) construction of a 75,000 SF clinical pharmacology facility, (ii) construction of a 579,000 SF office tower with an integrated 287-space parking garage, and (iii) construction of a 343,000 SF, 1,107-space standalone parking garage.

The Developer, with grants from the Ohio Department of Development and the Ohio Department of Transportation, as well as match funds from the City, will cause to be completed intersection improvements at Red Bank Expressway and Medpace Way.

DEVELOPER INFORMATION

RBM Development Company, LLC is a real estate development entity controlled by the CEO of Medpace, August Troendle. RBM has led the redevelopment of the Medpace Site.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

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

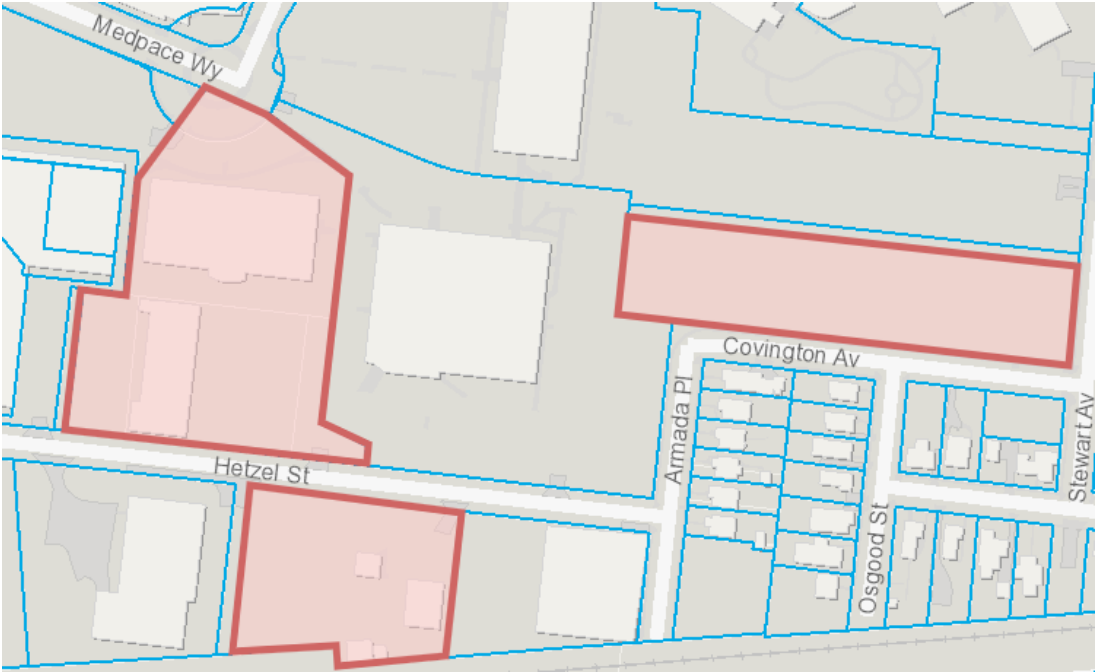
Project Outline

Project Name	Medpace Phase 3 Expansion Project
Street Address	300 Medpace Way
Neighborhood	Madisonville
Property Condition	Existing Buildings (will be demolished)
Project Type	New Construction
Project Cost	Hard Construction Costs: \$297,733,760 Soft Costs: \$29,717,876 Total Project Cost: \$327,451,636
Private Investment	<i>Public Improvements</i> Senior Bonds: \$27,595,246.98 Subordinate Bonds: \$8,080,144.02 City Capital Funds: \$1,500,000.00 <i>Private Improvements</i> Developer Equity: \$226,150,763 Tenant Contribution (Medpace): \$30,020,482 CPU Costs (Medpace): \$33,550,000 <i>Intersection Improvements</i> City Match: \$200,000 Private Contribution: \$30,000 ODOT Grant: \$125,000 ODOD Grant: \$200,000
Sq. Footage by Use	Office/Commercial: 654,000 SF Parking: 343,000 SF
Jobs and Payroll	Retained FTE Positions: 1,255 Total Payroll for Retained FTE Positions: \$164,635,101 Created FTE Positions: 1,500 Total Payroll for Created FTE Positions: \$90,000,000 Average Salary for Created FTE Positions: \$60,000 Construction FTE Positions: 1,650 Total Payroll for Construction FTE Positions: \$27,300,500
Transit	Transit Score: 40
Community Engagement	Presented at Community Council (CC) on 5/18/2023. CC has provided letter of support.
Plan Cincinnati Goals	Compete Initiative Area Goal 1 (p. 103-121).

Proposed Incentive

Incentive Terms	30-year Project TIF
Incentive Application Process	ORC 5709.40(B)
SBE/MBE/WBE Goals	SBE Goal of 30%
Other Incentives & Approvals	City Council approved a Job Creation and Retention Tax Credit Agreement for the jobs associated with this new phase.

Site Map



An Ordinance No. _____

- 2024

AUTHORIZING the City Manager to execute a Funding and Development Agreement with RBM Development Company, LLC, for the redevelopment of property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati, pursuant to which the City will assign service payments in lieu of real property taxes imposed in connection with a proposed thirty-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.40(B), subject to the passage by Council of a separate ordinance authorizing such exemption, to the Port of Greater Cincinnati Development Authority to facilitate the redevelopment of the property.

WHEREAS, the medical research company, Medpace, Inc. ("Medpace"), either by ownership or lease, has site control of approximately 20.8 acres of real property located at the southeast corner of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati (the "Medpace Site"); and

WHEREAS, RBM Development Company LLC ("Developer"), through its affiliate entities, has undertaken a multi-phase redevelopment of the Medpace Site, which redevelopment has consisted of:

- (i) pursuant to a certain Contract for Redevelopment of the Development at Red Bank & Madison between the City and Developer, dated July 29, 2009, Phase 1 consisted of demolition and remediation activities and the construction of several office buildings currently used by Medpace as its operational headquarters (the "Phase 1 Project");
- (ii) pursuant to a certain Development Agreement between the City and Developer dated June 12, 2015, Phase 2A consisted of the construction of a 239-room hotel and various public infrastructure improvements; and
- (iii) pursuant to a certain First Amendment to Development Agreement, Phase 2B consisted of the construction of a new building containing office and retail space, a public parking garage, and various public infrastructure improvements; and

WHEREAS, Developer now desires to undertake the third phase of redevelopment on certain property within the Medpace Site, as more particularly described and depicted in the Funding and Development Agreement (the "Phase 3 Development Agreement") attached as Attachment A hereto (the "Project Site"), to provide for the expansion of Medpace's existing headquarters, and has proposed to cause the completion of all of the following:

- (i) design and construction of an approximately 75,000 square foot commercial facility to host Medpace's clinical pharmacology units and office uses (the "CPU Project");
- (ii) demolition of one of the buildings constructed as part of the prior Phase 1 Project, located at 5355 Medpace Way (the "Current Office Building");

- (iii) post-demolition of the Current Office Building, subdivision, reconfiguration, and consolidation of the Current Office Building parcel with several other parcels at the Medpace Site to design and construct thereon an approximately 579,000 square foot, seven story office building with a 287-space integrated parking garage, along with an outdoor public plaza area (the “Office Project”; and together with the CPU Project, the “Private Improvements”);
- (iv) design and construction of various public improvements including, without limitation, an approximately 343,000 square foot, 1,107-space standalone parking garage (the “Public Infrastructure Improvements”; and together with the Private Improvements, the “Phase 3 Project”); and
- (v) construction of a roadwork project at the intersection of Red Bank Expressway and Medpace Way, immediately west of the Medpace Site, including, without limitation, installation of a new traffic signal, new pavement markings, new traffic-related signage, and adjustment of the existing elevated medians (collectively, the “Intersection Improvements”); and

WHEREAS, Developer currently anticipates that it will complete the Intersection Improvements on or about October 31, 2024, and will complete the Phase 3 Project on or about December 31, 2026; and

WHEREAS, the total estimated cost of (i) the Private Improvements is approximately \$289,721,245; and (ii) the Public Infrastructure Improvements is approximately \$37,175,391, for a total Phase 3 Project cost of approximately \$326,896,636; and

WHEREAS, Developer currently anticipates the Public Infrastructure Improvements will be financed (through the issuance of revenue bonds) and owned by the Port of Greater Cincinnati Development Authority (the “Port Authority”); and

WHEREAS, the Phase 3 Project is expected to (i) create approximately (a) 1,650 temporary full-time equivalent construction jobs during the construction period, at a payroll of approximately \$27,300,500; and (b) 1,500 new full-time equivalent permanent employees following completion of the Phase 3 Project at an annual payroll of approximately \$90,000,000; and (ii) retain approximately 1,255 permanent full-time equivalent jobs at a total annual payroll of \$164,635,101; and

WHEREAS, the Project Site is located within the TIF District known as “District 19 - Madisonville Incentive District” (the “TIF District”) established by Ordinance No. 414-2005, passed by Council on November 2, 2005; and

WHEREAS, the City, upon the recommendation of the Department of Community and Economic Development, desires to provide support for the Phase 3 Project by (i) providing a grant to Developer in an amount not to exceed \$1,500,000 to facilitate the construction of the Public Infrastructure Improvements; and (ii) removing the Project Site from the TIF District and pursuant to Ohio Revised Code (“R.C.”) Section 5709.40(B), exempting 100 percent of the Improvement (as defined in R.C. Section 5709.40(A)(4)) to the Project Site from real property taxation for a period of thirty years in order to generate statutory service payments from the Private Improvements, which the City will then provide to the Port Authority to satisfy the bond

obligations, subject to the passage by Council of a separate ordinance, all on the terms and conditions set forth in the Phase 3 Development Agreement; and

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvement to the Property will provide an annual net benefit to Developer in the amount of approximately \$3,471,233; and

WHEREAS, as further described in the Phase 3 Development Agreement, the City will have no responsibility for payment of cost overruns and will contribute no direct funding assistance toward the cost of the Public Infrastructure Improvements beyond that described in the Phase 3 Development Agreement; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to lend aid or credit for industry, commerce, distribution, and research, to make or guarantee loans and to borrow money and issue bonds or other obligations to provide moneys for the acquisition, construction, enlargement, improvement, or equipment, of such property, structures, equipment, and facilities; and

WHEREAS, the City believes that the economic benefits of the Phase 3 Project are in the vital and best interests of the City and health, safety, and welfare of its residents; and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Funding and Development Agreement with RBM Development Company, LLC ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Development Agreement"), for the redevelopment of property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati (the "Project Site"), and pursuant to which (a) Developer will construct (i) an approximately 75,000 square foot commercial facility, an approximately 579,000 square foot office building with integrated parking garage, and related private improvements on the Project Site; and (ii) an off-street parking facility and related public infrastructure improvements on the Project Site, all as further described in the Development Agreement (collectively, the "Phase 3 Project"); and (b) the City will assign service payments in lieu of real property taxes imposed in connection with a proposed

thirty-year property tax exemption for improvements pursuant to Ohio Revised Code (“R.C.”) Section 5709.40(B), subject to the passage by Council of a separate ordinance authorizing such exemption, to the Port of Greater Cincinnati Development Authority to facilitate the redevelopment of the property in accordance with the Development Agreement.

Section 2. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance and the Development Agreement, any and all Phase 3 Project-related documents described in or contemplated by the Development Agreement (including, without limitation, one or more service agreements and a cooperative agreement, as more particularly described therein), and any and all ancillary agreements, amendments, and other documents related thereto, all as deemed necessary or appropriate by the City Manager.

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 to enable the Development Agreement to be executed so that Developer can promptly commence the project as soon as possible and finalize all necessary financing, which will result in the creation of jobs and the stimulation of economic growth in the Madisonville neighborhood at the earliest possible date.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No: _____

FUNDING AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI,
an Ohio municipal corporation,

and

RBM DEVELOPMENT COMPANY, LLC,
an Ohio limited liability company

Project Name: Medpace Phase 3 Expansion Project
(Construction of new office buildings, parking garage, & intersection improvements for Red Bank
Expressway & Medpace Way)

Dated: _____, 2024

FUNDING AND DEVELOPMENT AGREEMENT (Medpace Phase 3 Expansion Project)

THIS FUNDING AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and **RBM DEVELOPMENT COMPANY, LLC**, an Ohio limited liability company, 5375 Medpace Way, Cincinnati, Ohio 45227 (“**Developer**”).

Recitals:

A. The medical research company Medpace, Inc. (“**Medpace**”) either by ownership or lease, has site control of approximately 20.8 acres of real property located at the southeast corner of Madison Road and Red Bank Expressway in the Madisonville neighborhood of Cincinnati, as depicted and described on Exhibit A-1 (Site Plan for Medpace Campus) hereto (the “**Medpace Site**”), upon which the current operational headquarters of Medpace is located.

B. Developer has, through its affiliate entities, undertaken a multi-phase redevelopment of the Medpace Site. The first phase of redevelopment occurred pursuant to that *Contract for Redevelopment of the Development at Red Bank & Madison* dated July 29, 2009 between the City and Developer, whereby the City provided a Clean Ohio Fund grant to Developer to perform demolition and remediation activities in order to help facilitate Developer's undertaking of phase 1 of the redevelopment of the Medpace Site, which ultimately created several office buildings currently used by the medical research company, Medpace, Inc., as its operational headquarters (the “**Phase 1 Project**”).

C. The second phase of redevelopment occurred pursuant to that *Development Agreement* dated June 12, 2015 between the City and Developer, as amended by that *First Amendment to Development Agreement* dated August 4, 2020 (the “**First Amendment to Phase 2 Development Agreement**”) and together, as amended, the “**Phase 2 Development Agreement**”), whereby Developer constructed (1) a 239-room hotel and various public infrastructure improvements further described therein (the “**Phase 2A Project**”), and thereafter (2) constructed (a) a new building containing office and retail space, currently leased by Developer to several tenants, including Medpace and (b) various public infrastructure improvements as further described therein (the “**Phase 2B Project**”). In connection with the Phase 2A Project, the City provided tax increment financing for the construction of public infrastructure improvements financed by the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY (the “**Port Authority**”). More specifically, the City created the “Madison Center/Medpace Phase 2A TIF” pursuant to Ordinance No. 47-2016, passed on March 2, 2016. In connection with the Phase 2B Project, the City provided tax increment financing for the construction of public infrastructure improvements financed by the Port Authority. More specifically, the City created the “Madison Center/Medpace Phase 2B TIF” pursuant to Ordinance No. 157-2018, passed on June 20, 2018.

D. Pursuant to the First Amendment to Phase 2 Development Agreement and by virtue of that certain *Quitclaim Deed* recorded on September 29, 2020, in Official Record 14263, Page 1 Hamilton County, Ohio Records, the City vacated and conveyed to Medpace's affiliate entity, 400 Medpace Way, LLC (“**400 Medpace Way**”), a portion of the unused public right-of-way known as Old Red Bank Road (the “**Old Red Bank Road Sale Property**”), for incorporation into the Medpace Site.

E. In exchange for the Old Red Bank Road Sale Property, 400 Medpace Way granted the City a *Restrictive Covenant* recorded on August 8, 2020 in Official Record 14263, Page 12, Hamilton County, Ohio Records (the “**Restrictive Covenant**”), which requires 400 Medpace Way and its successors and assigns to maintain certain property located at the southeast corner of Madison Road and Red Bank Expressway, as further described in the Restrictive Covenant, as vacant land, free of encumbrances, utilities, or environmental contamination until such time that the City closes on the purchase of the Red Bank Expressway Future ROW Property, as defined in, and pursuant to the terms of, the First Amendment to Phase 2 Development Agreement.

F. Pursuant to the First Amendment to Phase 2 Development Agreement, 400 Medpace Way agreed to convey fee simple title to the Red Bank Expressway Future ROW Property and to the UDF Future ROW Property (as defined therein) if and when 400 Medpace Way or other affiliate of Developer acquires the UDF Property, for use by the City as public right-of-way in order to widen the northbound lane of Red Bank Expressway.

G. Developer now desires to undertake the third phase of redevelopment at the Medpace Site and has proposed to do all of the following (the “**Project**”):

- (i) construct or cause to be constructed a new building on the portion of the Medpace Site located at 5401 Hetzel Avenue, Cincinnati, Ohio 45227, as depicted on Exhibit A-1 and as described on Exhibit A-2 (Legal Description – CPU Site) hereto (the “**CPU Site**”), consisting of an approximately 75,000 square foot commercial building which Medpace intends to use as its new clinical pharmacology unit (the “**CPU Project**”) to be owned by Medpace (or its affiliates);
- (ii) demolish one of the buildings constructed as part of the prior Phase 1 Project, located at 5355 Medpace Way (the “**Current Office Building**”);
- (iii) following demolition of the Current Office Building, subdivide, reconfigure, and consolidate the Current Office Building parcel with several other parcels at the Medpace Site, as more particularly depicted as building “300” on Exhibit A-1 hereto, and as described on Exhibit A-3 (Legal Description – Office Site) hereto (the “**Office Site**”), to design and construct thereon an approximately 579,000 square foot, seven story office building with a 287-space integrated parking garage, along with an outdoor public plaza area, all as more particularly described and depicted on Exhibit B-1 (Description of Private Improvements) hereto (the “**Office Project**”; and together with the CPU Project, the “**Private Improvements**”), to be owned by N300 Medpace Way, LLC, or another affiliate of Developer (“**N300**”), financed by and ground leased to the Port Authority, and leased back to N300 or another affiliate of Developer, then subleased to Medpace for its office operations;
- (iv) design and construct various public improvements, including, without limitation, an approximately 343,000 square foot, 1,107-space standalone parking garage, as more particularly described on Exhibit B-2 (Description of Public Infrastructure Improvements) hereto (the “**Public Infrastructure Improvements**”; and together with the Private Improvements, the “**Phase 3 Improvements**”), on the portion of the Medpace Site more particularly depicted on Exhibit A-1 hereto, and described on Exhibit A-4 (Legal Description – Garage Site) hereto (the “**Garage Site**”; and collectively with the CPU Site and the Office Site, the “**Phase 3 Project Site**”), to be financed and owned by the Port Authority and managed by Developer or an affiliate of Developer; and
- (v) construct a roadwork project at the intersection of Red Bank Expressway and Medpace Way, immediately west of the Medpace Site, the location of which is depicted and described on Exhibit A-5 (Site Plan & Legal Description of Intersection Improvements) hereto (“**Intersection Improvement Site**”), including, without limitation, installation of a new traffic signal, new pavement markings, new traffic-related signage, and adjustment of the existing elevated medians, all as more particularly described on Exhibit B-3 (Description of Intersection Improvements) hereto (the “**Intersection Improvements**”). The Phase 3 Project Site and the Intersection Improvement Site are collectively referred to herein as the “**Project Site**”.

H. The total estimated cost (including, without limitation, hard construction costs and soft costs) of (i) the Private Improvements is projected to be approximately \$289,721,245, as more particularly described on Exhibit C-1 (Preliminary Budget – Private Improvements) hereto; (ii) the Public Infrastructure

Improvements is projected to be approximately \$37,175,391, as more particularly described on Exhibit C-2 (Preliminary Budget – Public Infrastructure Improvements) hereto; and (iii) the Intersection Improvements is projected to be approximately \$555,000, as more particularly described on Exhibit C-3 (Preliminary Budget – Intersection Improvements) hereto. Developer has represented to the City that it intends to use various sources of funds to finance the costs associated with the Project, as set forth on Exhibit D-1 (Sources of Funds – Private Improvements), Exhibit D-2 (Sources of Funds – Public Infrastructure Improvements) hereto, and Exhibit D-3 (Sources of Funds – Intersection Improvements) hereto.

I. Developer currently anticipates that it will (i) commence construction of the Private Improvements on or about [_____, 2024], and complete the Private Improvements no later than December 31, 2026, (ii) commence construction of the Public Infrastructure Improvements on or about [_____, 20__], and complete the Public Infrastructure Improvements no later than [_____, 20__], and (iii) commence construction of the Intersection Improvements [no later than 3 months from the Effective Date], and complete the Intersection Improvements no later than October 31, 2024.

J. Pursuant to Ordinance No. [_____] -2024, passed by City Council on [_____] , 2024, the City created a so-called project-based TIF for the Phase 3 Project Site under Ohio Revised Code (“**ORC**”) Section 5709.40(B), declaring Improvement (as defined in ORC Section 5709.40) to the Phase 3 Project Site to be a public purpose and exempt from real property taxation for a period of 30 years (the “**TIF Ordinance**” and the “**TIF Exemption**”, as applicable).

K. The parties currently anticipate that a portion of the Public Infrastructure Improvements will be financed by the Port Authority. Developer presently intends to finance the construction of the Public Infrastructure Improvements by entering into, or causing to be entered into, a separate construction agreement, cooperative agreement, service agreement(s), and other ancillary agreements with the City and/or the Port Authority pursuant to which the Port Authority will issue one or more series of special obligation development revenue bonds, with no series having a term in excess of the maximum maturity allowable at law for such series, in a principal amount not to exceed \$[55,000,000] with respect to the financing of the Public Infrastructure Improvements (the “**TIF Bonds**”), and (iii) make the net proceeds from the TIF Bonds available to Developer to pay for the construction of the Public Infrastructure Improvements (as determined by the separate agreements that may be entered into by the Port Authority, the City, and Developer).

L. The City will receive from the Hamilton County Treasurer the statutory service payments generated from the Private Improvements pursuant to the TIF Exemption (“**Project TIF Revenue**”), and use the same, (i) first, to pay any fees charged by the Hamilton County Auditor or any other governmental entity (the “**Collection Fees**”), (ii) second, to satisfy the City’s obligation to the Board of Education of the City School District of the City of Cincinnati (the “**School Board**”) under that certain Agreement by and between the City and the School Board dated April 28, 2020, (iii) third, to pay the City’s fees described in Section 11(D) of this Agreement, and (iv) fourth, to make payments to the Port Authority in the amount necessary to pay principal, interest, and other amounts due with respect to the TIF Bonds (the “**Bond Obligations**”), with any and all surplus Project TIF Revenue in any given year to be retained by the City or returned to the City, as applicable, and used for any lawful purpose. The aforementioned service agreement(s) to be entered into by and between the City and Developer following the Effective Date hereof shall be substantially in the form of Exhibit E (Form of Service Agreement) hereto (the “**Service Agreement**”).

M. The cooperative agreement and the Service Agreement referred to herein, together with such other documents with respect to the Phase 3 Improvements entered into with the Port Authority and Developer to which the City is a party, are referred to herein as the “**Port Authority Documents**”, and the Port Authority Documents, this Agreement, and such other ancillary documents and instruments executed by the City and Developer, or executed by Developer in favor of the City, are referred to herein as the “**Project Documents**”. Notwithstanding anything herein or within any other Project Document to the contrary, neither the TIF Bonds nor any other obligations described herein shall be a general obligation of the Port Authority or the City.

N. The Medpace Site is located in the TIF District known as “District 19 – Madisonville Incentive District” (the “**District**”), established by Ordinance No. 414-2005, passed by City Council on November 2, 2005; however, the City amended the District boundaries to remove the Phase 3 Project Site from the District with the passage of the TIF Ordinance in order to create the TIF Exemption.

O. The City and Developer's affiliate, 300 Medpace Way, LLC, intend to enter into a *Termination of Community Reinvestment Area Tax Exemption Agreement* dated on or about the Effective Date, pursuant to which the City and 300 Medpace Way, LLC will agree to terminate the previously provided real property tax abatement for the Current Office Building in order to facilitate the Tax Exemption and finance the Public Infrastructure Improvements with the service payments derived from the Private Improvements at the Office Site.

P. To further facilitate Developer's completion of the Public Infrastructure Improvements, the City desires to provide support for the Public Infrastructure Improvements in the form of a grant of City capital funds in an amount not to exceed \$1,500,000 on the terms and conditions set forth in this Agreement (the “**City Public Infrastructure Improvement Grant**”), to be utilized for hard construction costs of the Public Infrastructure Improvements.

Q. Pursuant to (i) Ordinance No. 255-2023, passed by City Council on June 26, 2023, the City applied for and was awarded a grant from the State of Ohio Department of Transportation (“**ODOT**”), Office of Jobs and Commerce in the amount of up to \$125,000 (the “**ODOT Grant**”); and (ii) Ordinance No. 40-2023, passed by City Council on February 8, 2023, the City (a) applied for and was awarded a grant from the State of Ohio Department of Development (“**ODOD**”) 629 Roadwork Program in an amount of up to \$200,000 (the “**ODOD Grant**”), and (b) as a condition of the ODOD Grant, authorized City capital funds in an amount not to exceed \$200,000 to be used as a matching grant for funding the construction of the Intersection Improvements (the “**City Intersection Grant**”). The City intends to further support the Phase 3 Project by providing Developer with funds from the ODOT Grant, the ODOD Grant, and the City Intersection Grant in the total cumulative amount not to exceed \$525,000 (the “**Intersection Improvement Funds**”) to facilitate construction of the Intersection Improvements.

R. In addition to the financial support contemplated herein, the City and Medpace have entered into a *Job Creation and Retention Tax Credit Agreement*, dated December 18, 2023, pursuant to which the City is providing an income tax credit on new jobs created and certain number of existing jobs retained by Medpace at the Medpace Site (the “**JCRTC Agreement**”), in accordance with the terms and conditions of the JCRTC Agreement.

S. The Project is expected to (i) create approximately (a) 1,650 temporary full-time equivalent construction and other jobs at the Project Site during the construction period, at a payroll of approximately \$27,300,500, and (b) 1,500 new full-time equivalent permanent employees at the Phase 3 Project Site, following completion of the Project and no later than January 1, 2029, at an annual payroll of approximately \$90,000,000; and (ii) retain approximately 1,255 permanent full-time equivalent jobs at a total annual payroll of \$164,635,101.

T. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.

U. The City, upon recommendation of the City's Department of Community and Economic Development (“**DCED**”), believes that the 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 Project by entering into this Agreement, providing the tax exemption as described herein and in the Service

Agreement and cooperative agreement, and by providing the financial assistance as described herein for the Intersection Improvements.

V. The City Public Infrastructure Improvement Grant for this Agreement was authorized by Ordinance No. 191-2022, passed by City Council on June 23, 2022. Execution of this Agreement and the Port Authority Documents was authorized by the TIF Ordinance and Ordinance No. []-2024, passed by City Council on [], 2024. Notwithstanding anything to the contrary in this Agreement, the City's obligations hereunder are conditioned upon the passage of any and all other required legislation by City Council.

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

1. DUE DILIGENCE INVESTIGATIONS.

(A) Due Diligence Items. Following the parties' execution of this Agreement and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver to the City the following items (the "**Due Diligence Items**"):

- (i) *Title:* A copy of Developer's Owner's Policy of or Commitment for Title Insurance showing that Developer (or its affiliates) owns good and marketable fee simple title to the Phase 3 Project Site where the Phase 3 Improvements will be constructed;
- (ii) *Survey:* ALTA survey(s) of the Phase 3 Project Site upon which the Phase 3 Improvements will be constructed, showing all easements and other matters of record that can be shown on a survey;
- (iii) *Appraisal:* A projected "as built" appraisal of the Private Improvements (but only if such an appraisal is required by the Port Authority);
- (iv) *Site Plan:* A detailed site plan showing the proposed location of the Private Improvements, the Public Infrastructure Improvements, and the Intersection Improvements;
- (v) *Environmental:* A copy of whatever environmental reports Developer obtains or has obtained in connection with the Phase 3 Project, including, at a minimum, a Phase I environmental site assessment under current ASTM standards;
- (vi) *Engineering Studies:* Geotechnical or other engineering studies for (a) the parcels upon which the Public Infrastructure Improvements will be constructed, and (b) the area where the Intersection Improvements will be constructed;
- (vii) *Construction Schedules:* A detailed construction timeline showing anticipated commencement and completion dates for the Project, including significant milestones;
- (viii) *Budget:* A detailed and updated budget for the Project;
- (ix) *Financing:* Evidence satisfactory to the City that Developer has obtained all financing necessary to complete the Project;
- (x) *New Legal Descriptions and Surveys:* Updated legal descriptions and ALTA property surveys for the Office Site, and the Garage Site, if applicable;
- (xi) *Service Payment Projections:* A detailed analysis showing the projected statutory service payments in lieu of taxes (the "**Statutory Service Payments**") that will be generated from the Private Improvements;
- (xii) *Port Authority Documents:* Such other information and documentation as may be required by the Port Authority; and
- (xiii) *Other Information:* Such other information and documents pertaining to Developer or the Project as the City may reasonably require.

(B) Copies of Due Diligence Items to Be Provided to City. Without limitation of Developer's other obligations under this Agreement, prior to the issuance of the TIF Bonds, and as such Due Diligence Items are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the

inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer.

(C) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered to the City shall be recent (i.e., prepared or updated, as the case may be, within 3 months from the date that the item is delivered to the City) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the Due Diligence Items, Developer and the City may conduct whatever additional investigations concerning the Project as they deem necessary, including, without limitation, investigations into the feasibility and likelihood of Developer obtaining all building, zoning, and other approvals from the City's Department of Buildings and Inspections ("B&I"), the Department of City Planning and Engagement ("Planning"), the City Planning Commission, the Department of Transportation and Engineering ("DOT"), and any other applicable City departments, agencies or boards. If, prior to the issuance of the TIF Bonds, any party determines that the Phase 3 Project is not feasible for any reason, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other parties written notice thereof, whereupon this Agreement shall terminate and the parties hereto shall thereafter have no rights or obligations hereunder. Unless otherwise directed by the DCED Director, Developer shall deliver all the Due Diligence Items to be provided by Developer to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. The termination rights of the parties under this paragraph shall automatically terminate upon the issuance of the TIF Bonds.

2. PLANS AND CONSTRUCTION.

(A) Preparation of Plans and Specifications. Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval prior to commencement of construction of the Project; *provided that* DCED may only withhold approval if such plans and specifications (i) reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibits B-1 and B-2, in each case as determined in DCED Director's sole and absolute discretion. The approved plans and specifications for the Project (including any and all changes thereto, subject to the City's review and approval on the criteria provided in the immediately preceding sentence) are referred to herein as the "Final Plans". Developer shall submit any and all proposed changes to the Final Plans to DCED for review and approval.

(B) Construction Bids. Following the parties' execution of this Agreement, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids for the Project, Developer shall submit to the City an updated construction budget and construction schedule for the Project.

(C) Commencement and Completion of Construction. Developer shall complete, or cause to be completed, the Project, and all components thereof, in accordance with Exhibits B-1, B-2, and B-3, and substantially as reflected in the Final Plans, and in compliance with all applicable laws. Developer shall commence and complete the applicable portions of the Project in accordance with the deadlines specified below.

- (i) Private Improvements. Developer shall commence, or cause to be commenced, construction of the Private Improvements not later than July 1, 2024. Developer shall complete construction, substantially in accordance with the Final Plans and substantially in accordance with Exhibit B-1 with respect to the Private Improvements, no later than December 31, 2026.
- (ii) Public Infrastructure Improvements. Developer shall commence construction of the Public Infrastructure Improvements not later than _____, 20__. Developer shall complete construction, substantially in accordance with the Final Plans and

substantially in accordance with Exhibit B-2 with respect to the Public Infrastructure Improvements, not later than [_____, 20____].

- (iii) Intersection Improvements: Developer shall commence construction of Intersection Improvements not later than [3 months from the Effective Date]. Developer shall cause the Intersection Improvements to be constructed in a good and workmanlike manner, and to be completed, substantially in accordance with the Final Plans and substantially in accordance with Exhibit B-3 with respect to the Intersection Improvements, not later than October 31, 2024 (the "**Intersection Improvement Completion Deadline**"). Following completion of the Intersection Improvements, Developer shall, as necessary, remove, replace and/or repair (or cause the removal, replacement and/or repair of) faulty, defective or improper work, materials or equipment discovered during the period of time beginning on the Intersection Improvement Completion Deadline and continuing for one year thereafter, or until all repairs and corrections are completed to the satisfaction of the Director of DOTE, in his or her sole and absolute discretion, whichever occurs last (the "**Warranty Period**"). No later than two weeks prior to the expiration of the Warranty Period, Developer shall schedule a date for the inspection of the Intersection Improvements with Developer and with DOTE (the "**Warranty Inspection**"). Upon expiration of the Warranty Period and satisfactory completion of all warranty work as confirmed at the Warranty Inspection, DOTE will issue a letter to the Developer confirming that all work has been completed. Developer will provide the City with a customary payment and performance bond with respect to the Intersection Improvements (as more fully described in Section 3(D), the "**Payment and Performance Bond**"). The Payment and Performance Bond shall remain in effect until the expiration of the Warranty Period.

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

(E) Applicable Laws. Developer 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 Project. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from Planning, B&I, DOTE, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.

(F) Inspection of Work. During construction, the City, its employees, and agents shall have the right at all reasonable times to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement. Notwithstanding anything to the contrary in this paragraph (F) or this Agreement, nothing herein shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise.

(G) Mechanics' Liens. Developer shall not permit any mechanics' or other liens to be filed against the Project Site during construction. If a mechanic's lien shall at any time be filed, Developer shall within 30 days after notice of the filing thereof, cause the same to be discharged of record, bonded, insured over, or otherwise cause the Project Site to be released from the lien pursuant to the procedures Ohio Revised Code Section 1311.11.

(H) DOTE Permits and Fees. Developer acknowledges that it may be required to obtain a barricade permit or other related permits when the Project necessitates, or as otherwise required by DOTE for the Project. Developer shall pay DOTE for any fees related to such permits, including for the closure of the sidewalk and the curb lane of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof. DOTE shall have the right to evaluate Developer's need

for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(l) Completion Guaranty. Prior to execution by the City of the Port Authority Documents, Developer shall cause the August J. Troendle Revocable Trust or another guarantor approved by the City, in the City's sole and absolute discretion (such entity, whether it be the August J. Troendle Revocable Trust or another guarantor, being hereinafter referred to as "**Guarantor**"), to execute a guaranty of completion with respect to Developer's obligation to complete the Project, which shall be in substantially the form of Exhibit F (Form of Completion Guaranty) hereto (the "**Completion Guaranty**").

3. CITY'S FINANCIAL ASSISTANCE.

(A) Project TIF Revenue. The City's funding commitment shall be subject to and contingent upon, without limitation, the execution and continued effectiveness of this Agreement, the Service Agreement, and the cooperative agreement. The City's funding commitment under this Agreement shall be limited to providing the Project TIF Revenue to the Port Authority for payment of the Bond Obligations, all in accordance with one or more separate agreements to be executed by the City, Developer, and the Port Authority. To the extent the Project TIF Revenue provided by the City is insufficient to satisfy the Bond Obligations, the City shall have no responsibility for the shortfall. As between the City and Developer, and except for the City's agreement to provide the Project TIF Revenue to the Port Authority, Developer shall be solely responsible for all costs associated with the Phase 3 Project. Developer acknowledges and agrees that the City will not provide the Project TIF Revenue to the Port Authority for payment of the Bond Obligations other than with respect to service payments for tax years falling within the period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City.

(B) Excess Project TIF Revenue. To the extent the Project TIF Revenue in any year exceeds the amount payable to the Port Authority for payment of the Bond Obligations for such year, as more particularly described in one or more separate agreements to be executed by the City, Developer, and the Port Authority, the City shall be entitled to retain and use such excess Project TIF Revenue for any lawful purpose. For the avoidance of doubt, to the extent the Project TIF Revenue associated with any portion of the Phase 3 Project is not to be used to secure Bond Obligations associated with the applicable phase of the TIF Bonds, for any reason, the City shall be entitled to retain and use such excess Project TIF Revenue for any lawful purpose.

(C) City Public Infrastructure Improvement Funds.

(i) Amount and Terms of Grant; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to provide the City Public Infrastructure Improvement Grant to Developer from City capital funds, in an amount not to exceed \$1,500,000 (the "**City Public Infrastructure Improvement Funds**"). The City Public Infrastructure Improvement Funds shall be used throughout construction of the Public Infrastructure Improvements itemized on Exhibit B-2 and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the City Public Infrastructure Improvement Funds for the Private Improvements, the Intersection Improvements, design fees or other soft costs, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. The City and the Developer may, in their mutual discretion, elect to apply the City Public Infrastructure Funds to the Port Authority pursuant to the Port Authority Documents for the purpose of effecting a unified financing for the Public Infrastructure Improvements together with the proceeds of the Bond Obligations.

(ii) Disbursement. The City shall disburse the City Public Infrastructure Improvement Funds as described in Exhibit G (Disbursement of City Public Infrastructure Improvement Funds) hereto, and in accordance with the Port Authority Documents. Notwithstanding anything herein to the contrary, the City shall have no obligation to disburse any of the City Public Infrastructure Improvement Funds until all of the conditions for disbursement set forth in Exhibit G have been satisfied. Upon request, Developer shall

provide to the City written documentation demonstrating the proper use of the City Public Infrastructure Improvement Funds to fund its construction of the Public Infrastructure Improvements.

(D) Intersection Improvement Funds.

(i) Amount and Terms of Grants; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to provide the Intersection Improvement Funds to Developer in an amount not to exceed \$525,000 from (a) the City Intersection Grant, (b) the ODOT Grant, and (c) the ODOD Grant. In the event the City does not receive all or any portion of the ODOT Grant from ODOT, or the ODOD Grant from ODOD, the City reserves the right to adjust the amount of Intersection Improvement Funds, up to and including reducing the amount of the Intersection Improvement Funds to the amount of the City Intersection Grant. The proceeds of the Intersection Improvement Funds shall be used throughout construction solely to finance the actual construction costs paid by Developer in connection with the Intersection Improvements as itemized on Exhibit B-3 and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Intersection Improvement Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Intersection Improvement Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Intersection Improvements.

(ii) State Grant Obligations. Developer agrees to comply with and assist the City in complying with any provisions required of the City as a condition of receiving the ODOT Grant, the ODOD Grant, or any federal statutes, rules, regulations, executive orders, or other grant conditions which may be applicable to the Intersection Improvements. The conditions of the ODOT Grant and ODOD Grant are attached as Exhibit H (ODOT and ODOD Grant Conditions) hereto (the "**State Grant Conditions**") and are incorporated by reference into this Agreement. In the event Developer violates any of the State Grant Conditions, or if proceeds from the ODOT Grant or ODOD Grant are required to be paid back to ODOT or to ODOD (as applicable) as a result of Developer's violation of the State Grant Conditions, Developer agrees to reimburse the City for any amounts paid and/or forego the receipt of any amounts to be paid from the ODOT Grant and/or the ODOD Grant.

(iii) Disbursement. The City shall disburse the Intersection Improvement Funds throughout completion of the Intersection Improvements, as described in Exhibit I (Disbursement of Intersection Improvement Funds) hereto. Notwithstanding anything herein to the contrary, the City shall have no obligation to disburse any of the Intersection Improvement Funds until all of the conditions for disbursement set forth in Exhibit I have been satisfied. Upon request, Developer shall provide to the City written documentation demonstrating the proper use of the Intersection Improvement Funds to fund its construction of the Intersection Improvements.

(iv) Payment and Performance Bond. Prior to commencement of construction of the Intersection Improvements, the Developer will provide to the City a payment and performance bond covering the Intersection Improvements work in form and substance consistent with City requirements for similar traffic improvements elsewhere in the City.

(v) Separate Project. For the avoidance of doubt, the Intersection Improvements are a distinct project from the Private Improvements and Public Infrastructure Improvements. The Intersection Improvements are included in this Agreement for convenience of the parties in documenting the terms and conditions upon which the City will disburse funds for the construction thereof, and documenting the terms upon which the Developer agrees to construct such improvements. However, such improvements are a separate project from the Private Improvements and Public Infrastructure Improvements for all other purposes.

(E) No Other City Assistance. As a material inducement to the City to enter into this Agreement, Developer agrees that it shall not request or expect to receive any additional funding, real estate or income tax abatements, or other financial assistance from the City in connection with the Project

in the future, either for itself, for the benefit of Medpace, tenants or other occupants of the Office Site, or for the benefit of any other third party unless the City agrees to the contrary in writing.

4. INSURANCE; INDEMNITY.

(A) Insurance during Construction. From the time that construction associated with the Project commences, and until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$10,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders or by the Port Authority, and (v) such other insurance as may be reasonably required by the City. Developer'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 Project, Developer 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, Developer 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. Developer hereby waives all its claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its 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 to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of Developer in connection with the Project. The obligations of Developer under this paragraph shall survive termination of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages.

5. CASUALTY; EMINENT DOMAIN. If the Project is damaged or destroyed by fire or other casualty during construction, or if any portion of the Project Site is taken by exercise of eminent domain (federal, state, or local), Developer (if applicable) shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Project Site was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications if they deviate from the original City-

approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project Site is being repaired or restored.

6. DEFAULT; REMEDIES.

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

(i) Prior to the expiration of the TIF Exemption:

- (a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by any such entity, or the making by any such entity of an assignment for the benefit of creditors, or
- (b) the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor (during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity, the attachment of, levy upon, or seizure by legal process of any property of any such entity, or the insolvency of any such entity, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City’s satisfaction within 60 days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe (or cause to be performed or observed) any obligation, duty, or responsibility under this Agreement or any other Project Document (*provided that* a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer to correct such default within 30 days after the receipt by Developer of written notice thereof from the City (the “**Cure Period**”), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after Developer’s receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after receipt of the City’s initial notice of default. Notwithstanding the foregoing, if Developer’s failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, “**Specified Default**” means the occurrence of any of the following:

- (a) Payment Default. Any Statutory Service Payment or minimum service payment, as applicable (together, the Statutory Service Payments and minimum service payments are referred to herein as the “**Service Payments**”), is not made when due under the Service Agreement (a “**Payment Default**”). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City’s ability to transfer amounts to the Port Authority for payment of the Bond Obligations.
- (b) Development Default. Developer (1) fails to (x) diligently prosecute the work related to the Project as provided herein, or (y) complete the Project in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3 and substantially in accordance with the Final Plans for the Project, or (2) abandons the Project.
- (c) Misrepresentation. Any representation, warranty, or certification of Developer made in connection with this Agreement or any other Project Document shall prove to have been false or materially misleading when made; or

(iii) any event of default under the JCRTC Agreement.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof, (ii) with or without terminating this Agreement, demand that Developer repay to the City all previously disbursed (a) City Public Infrastructure Improvement Funds in the event of default under Section 2(C) with respect to the Project, and/or (b) Intersection Improvement Funds, in the event of default related to the Intersection Improvements(iii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iv) 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. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City as a result of a default or event of default of Developer under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

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

To the City:
City Manager
City of Cincinnati
801 Plum Street,
Cincinnati, Ohio 45202

To Developer:
RBM Development Company, LLC
5375 Medpace Way,
Cincinnati, Ohio 45227
Attention: Stephen Ewald, General Counsel

with a copy to:

with a copy to:

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

Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
Attention: [James J. McGraw/Andrew Spoor,
Esq.]

If Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

8. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Developer hereby makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

(i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, and is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business 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 or any other Project Document.

(ii) Developer has full power and authority to execute and deliver this Agreement and every other Project Document to which it is or will be a party and to carry out the transactions provided for herein and therein. This Agreement and each other Project Document to which Developer is a party has by proper action been duly authorized, executed, and delivered by Developer and all actions necessary have been taken to constitute this Agreement and the other Project Documents to which Developer is a party, when executed and delivered, valid and binding obligations of Developer.

(iii) The execution, delivery, and performance by Developer of this Agreement and each other Project Document to which Developer is a party and the consummation of the transactions contemplated hereby and thereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement, or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence, during the period prior to the expiration of the TIF Exemption, of any litigation, labor dispute, or governmental proceeding or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect Developer's financial condition or its completion of the Project.

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

(vii) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, neither Developer nor its affiliates are in breach of any of their obligations to the City under any existing agreements with the City nor does Developer or any of its affiliates owe any fines, penalties, judgment awards, or any other amounts to the City.

9. REPORTING REQUIREMENTS.

(A) **Submission of Records and Reports; Records Retention.** Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, reviewed financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following the satisfaction of the Bond Obligations, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) **City's Right to Inspect and Audit.** During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit the Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Reports Related to Intersection Improvements.

(i) **Annual Reports.** Beginning after the Effective Date of this Agreement and continuing each year during construction of the Intersection Improvements, Developer shall submit a report to the City detailing all of the following: (a) the number of employees first hired by Developer, Medpace, and any other companies benefitting at the Phase 3 Project Site on or after the Effective Date of this Agreement, (b) the number of employees first employed at the Medpace Campus prior to the Effective Date

and retained at the Phase 3 Project Site on or after the Effective Date, (c) the corresponding payroll information for the employees at the Phase 3 Project Site, and (d) the total investment made by Developer to date (collectively, the **"Annual Roadwork Report"**). Annual Roadwork Reports shall be submitted by Developer for each year (or part of a year) during the construction of the Intersection Improvements and each report shall be submitted no later than February 1, following the year first covered by such Annual Roadwork Report.

(ii) Close-Out Reporting. No later than 30 days from the Intersection Improvement Completion Deadline, Developer must submit a report to the City detailing (a) the amount of allocated Intersection Improvement Funds used for the Intersection Improvements, (b) amount of Intersection Improvement Funds being returned by Developer (if any), (c) number of jobs actually created as a result of the Intersection Improvements, (d) summary of the impact the Intersection Improvement Funds had on the operations of Developer and of Medpace; and (e) any other information that the City may reasonably request in order to satisfy its obligations to ODOT and ODOD with respect to the State Grant Conditions.

(D) Confidential Information. Developer may specify that certain Records and Reports are or may be confidential to the business of Developer or its affiliates by conspicuously marking such Records and Reports as "confidential," "trade secret," "do not disclose," or the like, in which event the City shall use reasonable efforts to ensure that such Records and Reports remain confidential; provided, however, that the City's obligations under this clause shall be subject and subordinate to the City's obligations under public records laws in all respects, and the City will in no way be liable for disclosures made in order to comply with public records requests.

10. GENERAL PROVISIONS.

(A) Assignment; Change in Control.

(i) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City Manager; provided however, that the City will not unreasonably withhold its consent to the assignment by Developer to an entity wholly-owned or controlled by Developer's majority interest member, Dr. August J. Troendle, or his revocable trust, the August J. Troendle Revocable Trust (either, or together, being **"Troendle"**). The City may require the execution of an amendment hereto or other clerical documentation to effect such assignment or substitution of parties.

(ii) Change of Control. Developer shall not permit a Change of Control (as defined below) without the prior written consent of the City. As used herein, **"Change of Control"** means a change in the ownership of Developer such that Troendle, or any entity directly or indirectly controlled by Troendle, has less than a 50.1% direct or indirect voting interest in Developer and lacks the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, 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) Amendments and Waivers. The provisions of this Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

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

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

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

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

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

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

(K) No Brokers. Developer hereby represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

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

(N) Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses, and other approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements, including, without limitation, those set forth on Exhibit J (Additional Requirements) that which are applicable to the Project.

(O) Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by electronic signature.

(P) Transfer of Fee or Leasehold Title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer (or its affiliates) from entering into a sale (or lease) and leaseback arrangement with respect to portion(s) of the Phase 3 Project Site in which fee or leasehold title to the Phase 3 Project Site (or any portion thereof) is held by the Port Authority (the "**Port Authority**")

Arrangement”); provided, however, that (i) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Phase 3 Project building materials, and (ii) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of the Port Authority Arrangement, at least 10 business days prior to any conveyance of any portion of the Phase 3 Project Site to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained or the fee interest in the Phase 3 Project Site, Developer (or its affiliates) may convey fee or leasehold interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey such interest back to Developer pursuant to the terms contained in the agreement memorializing the Port Authority Arrangement. Developer hereby provides notice to the City that Developer (or its affiliates) will enter into the Port Authority Arrangement.

11. FEES AND EXPENSES.

(A) **Initial Administrative Fee.** Upon the execution of this Agreement, Developer shall pay the City a non-refundable administrative fee of \$15,000 to cover the City’s out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) **City Solicitor Legal Fee.** Upon the closing of the TIF Bonds, Developer shall pay the City a non-refundable legal services fee of \$20,000 from the TIF Bond proceeds as consideration for the resources expended by the City of Cincinnati Solicitor’s office to advance the Project, finance the Public Infrastructure Improvements, finance the Intersection Improvements, and in addition to the fees of the City’s outside legal counsel contemplated in Section 11(C).

(C) **City’s Outside Counsel Fees Associated with TIF Bonds.** Developer shall pay any and all outside counsel fees incurred by the City related to the negotiations and issuance of the TIF Bonds out of the proceeds of the TIF Bonds, or in some other manner mutually acceptable to Developer and the City.

(D) **Monitoring and Servicing Fee; Out-of-Pocket Expenses.** The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the current tax year, or (ii) the documented, reasonable out-of-pocket fees, costs, charges, and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other Project Documents, together with the City’s monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent the Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(D) shall terminate and cease to be effective in the event the City’s obligation to transfer amounts to the Port Authority for payment of the Bond Obligations permanently cease in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the City’s transferring amounts to the Port Authority for payment of the Bond Obligations shall not cause the provisions of this Section 11(D) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(D) are not refundable once withheld by the City or otherwise paid.

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

- | | |
|--------------------|---|
| <u>Exhibit A-1</u> | - <i>Site Plan for Medpace Campus</i> |
| <u>Exhibit A-2</u> | - <i>Legal Description – CPU Site</i> |
| <u>Exhibit A-3</u> | - <i>Legal Description – Office Site</i> |
| <u>Exhibit A-4</u> | - <i>Legal Description – Garage Site</i> |
| <u>Exhibit A-5</u> | - <i>Site Plan & Legal Description of Intersection Improvements</i> |
| <u>Exhibit B-1</u> | - <i>Description of Private Improvements</i> |
| <u>Exhibit B-2</u> | - <i>Description of Public Infrastructure Improvements</i> |

<u>Exhibit B-3</u>	- <i>Description of Intersection Improvements</i>
<u>Exhibit C-1</u>	- <i>Preliminary Budget – Private Improvements</i>
<u>Exhibit C-2</u>	- <i>Preliminary Budget – Public Infrastructure Improvements</i>
<u>Exhibit C-3</u>	- <i>Preliminary Budget – Intersection Improvements</i>
<u>Exhibit D-1</u>	- <i>Sources of Funds – Private Improvements</i>
<u>Exhibit D-2</u>	- <i>Sources of Funds – Public Infrastructure Improvements</i>
<u>Exhibit D-3</u>	- <i>Sources of Funds – Intersection Improvements</i>
<u>Exhibit E</u>	- <i>Form of Service Agreement</i>
<u>Exhibit F</u>	- <i>Form of Completion Guaranty</i>
<u>Exhibit G</u>	- <i>Disbursement of City Public Infrastructure Improvement Grant</i>
<u>Exhibit H</u>	- <i>ODOT and ODOD Grant Conditions</i>
<u>Exhibit I</u>	- <i>Disbursement of Intersection Improvement Funds</i>
<u>Exhibit J</u>	- <i>Additional Requirements</i> (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF CINCINNATI

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

Date: _____, 2024

RBM DEVELOPMENT COMPANY, LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 2024

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A-1
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Site Plan for Medpace Campus



Exhibit A-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Legal Description – CPU Site

Auditor's Parcel No. 036-0001-0013-00

All the following described real estate, land and premised, situate, lying and being in Madisonville, Cincinnati, Hamilton County, Ohio and being all that lot of ground and premises is Section Sixteen (16), Township Four (4), Fractional Range Two (2), Miami Purchase.

Beginning at a stake in the center of a street fifty (50) feet wide, now known as Hetzell Street, a distance of 546 $\frac{3}{10}$ feet East from the West line of said Section 16, and being 230 feet south of the South line of B.M. Stewart's tract, formerly owned by Edward N. Hidden; thence running South $87\frac{1}{2}$ degrees East 324 $\frac{7}{10}$ feet; thence South $2\frac{1}{4}$ degrees West 235 feet to the North line of the Marietta and Cincinnati Railroad, (now known as The Baltimore and Ohio Railroad); thence westerly with said Railroad line 150 feet (148.33 feet per survey of Roger B. Ward, dated October 1968); thence North $8\frac{1}{2}$ degrees West 32 $\frac{1}{2}$ feet; thence westerly with said Railroad line 176 $\frac{5}{10}$ feet; thence North $2\frac{1}{4}$ degrees East 265 $\frac{9}{10}$ feet to the place of beginning, containing 1 $\frac{96}{100}$ acres of land, more or less, subject, however to all legal highways and an existing sewer line easement across the premises owned by the City of Cincinnati.

Exhibit A-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Legal Description – Office Site

3.5258 ACRES

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, County of Hamilton, State of Ohio, being located on the south side of Medpace Way, and on the north side of Hetzel Street, and being more particularly described as follows:

Commencing at the southwesterly most corner of Port of Greater Cincinnati Development Authority (Official Record 13213, Page 2422), in the northerly line of an existing 50-foot right-of-way of Hetzel Street, and in the easterly line of an existing 60-foot right-of-way of Old Red Bank Road, being a 5/8 iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street, being the southerly line of Port of Greater Cincinnati Development Authority, South 85°22' 17" East for a distance of 250.00 feet to a point, being a 5/8 iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street, South 85°22'17" East for a distance of 18.00 feet to a point, being a chiseled notch (set) in a concrete driveway being the true Point of Beginning for the property described herein;

Thence leaving the right-of-way and continuing, North 4°55'22" East for a distance of 205.00 feet to a point, being a 5/8 iron pin with cap (set) at a concrete wall footer;

Thence continuing South 85°22'17" East for a distance of 57.46 feet to a point, being a 5/8" iron pin with no cap (found);

Thence continuing with the common line of the Port Authority and 300 Medpace Way, LLC, North 4°11 '33" East for a distance of 161.37 feet to a point, being a 5/8" iron pin with no cap (found);

Thence continuing with the said common line, North 35°37'14" East for a total distance of 164.18 feet to a point in the southerly line of Medpace Way, being a chiseled notch in a sidewalk (set);

Thence continuing with the said southerly line of Medpace Way, South 70°04'36" East for a distance of 98.66 feet to a point, being a 5/8" iron pin with cap (set);

Thence leaving the easterly line of Medpace Way and continuing with the common line with 200 Medpace Way, LLC for the following five (5) courses;

South 54°31'38" East for a distance of 145.23 feet to a mag nail (set); South 04°26' 11" West for a distance of 201.62 feet to a mag nail (set); South 04°55'22" West for a distance of 151.93 feet to a mag nail (set); South 63°52'25" East for a distance of 71.44 feet to a mag nail (set); South 04°37'43" West for a distance of 26.89 feet to a point in the northerly right-of-way of Hetzel Street, being a 5/8" iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street for the following two (2) courses:

North 85°22' 17" West for a distance of 106.44 feet to a point, being a 5/8" iron pin with cap (set);

North 85°22' 17" West for a distance of 321.60 feet to the said Point of Beginning.

The above-described parcel of land contains 3.5258 acres (153,582 .07 S.F.), and is subject to all easements and rights-of-way of record.

The original source of bearings for this survey are based on a plat of survey by Kleingers and Associates and a dedication plat of Medpace Way (P.B. 430, PG. 20-21) of the Hamilton County Recorder's Office).

The above description was prepared by Robert H. Roush, Jr., Ohio Professional Surveyor, No. 7999, for Surveying and Mapping, LLC, based upon a survey made by me or others under my direction, in August 2023, and that all monuments have been found or set as shown. Iron pins denoted as (set) are 5/8" diameter with a yellow plastic cap stamped "**SAM** LLC".

Exhibit A-4
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Legal Description – Garage Site

CONSOLIDATED LEGAL DESCRIPTION
2.3668 ACRES

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, County of Hamilton, Ohio, being a consolidation of the tracts of land conveyed to 200 Medpace Way, LLC in O.R. 15136, PG 882, and O.R. 15136, PG 887 of the Hamilton County, Ohio Recorder's Office, being more particularly described as follows:

Beginning	at a point in the northwest intersection of the rights-of-way of Covington Avenue and Stewart Avenue, being the southeasterly corner of the Grantor, and being a 5/8" iron pin with cap (set);
Thence	continuing with the northerly right-of-way of Covington Avenue and the Grantor's southerly line North 85°36'38" West for a distance of 570.99 feet to a point in the westerly right-of-way of Armada Place, being a 5/8" iron pin with cap (set);
Thence	leaving the said rights-of-way and continuing with the division line with 200 Medpace Way, LLC (Remainder Tract), North 85°36'38" West for a distance of 78.92 feet mag nail (set);
Thence	continuing with the said division line, North 04°25'22" East for a distance of 141.25 feet to a point, being a mag nail (set);
Thence	continuing North 04°25'22" East for a distance of 18.00 feet to a point, being a mag nail (set);
Thence	continuing with the Grantor's new northerly line, South 85°34'38" East for a distance of 646.36 feet to a point in the said westerly right-of-way of Stewart Avenue, being a cross notch set in sidewalk;
Thence	continuing with said westerly right-of-way, South 03°08'22" West for a distance of 18.00 feet to a point;
Thence	continuing with said westerly right-of-way, South 03°08'22" West for a distance of 140.91 feet to the said Point of Beginning.

The above-described consolidated parcel of land contains 2.3668 acres (103,096.70 S.F.), and is subject to all easements and rights-of-way of record.

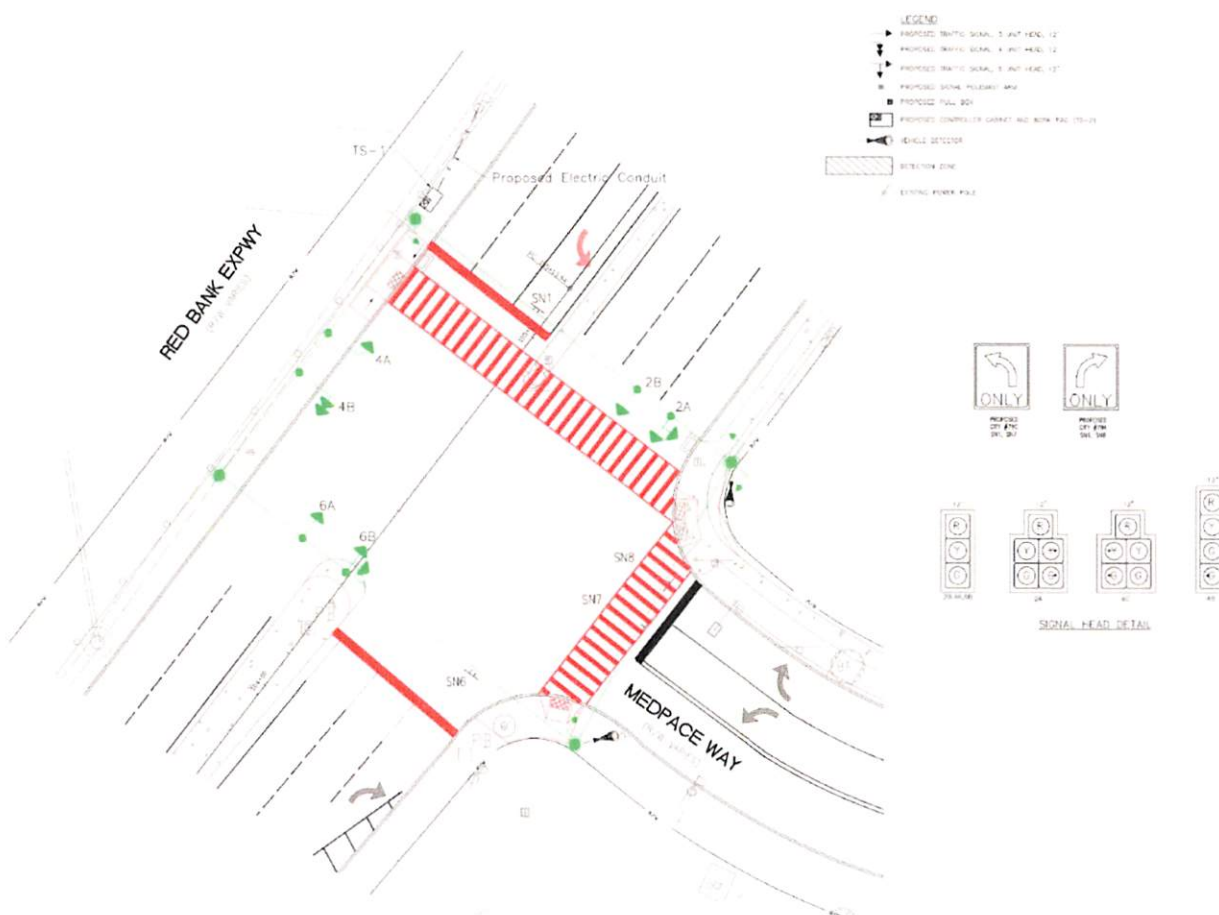
The original source of bearings for this survey are based on a plat of survey by Kleingers and Associates and a dedication plat of Medpace Way (P.B. 430, PG. 20-21) of the Hamilton County Recorder's Office).

The above description was prepared by Robert H. Roush, Jr., Ohio Professional Surveyor, No. 7999, for Surveying and Mapping, LLC, based upon a survey made by me or others under my direction, in August 2023, and that all monuments have been found or set as shown. Iron pins denoted as (set) are 5/8" diameter with a yellow plastic cap stamped "SAM LLC".

Exhibit A-5
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Site Plan & Legal Description of Intersection Improvements

I. Site Plan



II. Legal Description

Situated in Section 22, Town 4, Fractional Range 2, Town 4, Sectional Range 2, City of Cincinnati, Hamilton County, Ohio and, and being more particularly described as follows:

Commencing at the north corner of Section 22, Town 4, Fractional Range 2, also being the centerline of Madison Road and Red Bank Expressway;

Thence with Section 22, S 03°17'22" E, a distance of 546.07 feet to a point in the north Right of way of Medpace Way;

Thence leaving said Section 22 and following the said Right of way, N 85°45'46" E, 45.00 feet, to a point;

Thence continuing with said Right of way; N 86°42'38" W, 55.79 feet, to a point;

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- Thence continuing with the Right of way, with a curve to the right having an arc length of 75.84 feet, a radius of 120.00 feet and being subtended by a chord bearing N 68°36'25" W for 74.58 feet to a point;
- Thence continuing with said Right of way, N 50°30' 03" W, 1.38 feet, to a point; on the easterly Right of way of Red Bank Expressway; being the **Point of Beginning**.
- Thence leaving the northern Right of way of Medpace Way, S 39°29' 52" W, 60.00 feet, to a point on the southerly side of Medpace Way;
- Thence continuing along the southerly Right of way of Medpace Way , N 50°30' 08" W, 10.00 feet, to a point;
- Thence continuing with the southerly Right of way of Medpace Way, with a curve to the left having an arc length of 23.29 feet, a radius of 15.00 feet and being subtended by a chord bearing S 85°00'33" W for 21.02 feet to a point on the easterly Right of way of Red Bank Expressway;
- Thence continuing with the southerly Right of way of Red Bank Expressway, S 40°31'13" W, 10.01 feet;
- Thence leaving said right of way, N 52°26'52" W, 101.55 feet, to a point of the westerly Right of way of Red Bank Express Way;
- Thence continuing with said westerly Right of way, N 37°33'08" E, 107.16 feet, to a point;
- Thence continuing with the westerly right-of-way of Red Bank Expressway with a curve to the left having an arc length of 29.78 feet, a radius of 1440.00 feet and being subtended by a chord bearing N 36°57'36" E for 29.78 to a point;
- Thence leaving said westerly right of way, S 52°26'52" W, 106.50 feet, to a point of the easterly Right of way of Red Bank Expressway;
- Thence continuing with the easterly right-of-way of Red Bank Expressway with a curve to the left having an arc length of 38.68 feet, a radius of 1545.00 feet and being subtended by a chord bearing S 36°52'46" W for 38.68 to a point;
- Thence leaving the easterly right-of-way of Red Bank Expressway with a curve to the left having an arc length of 20.74 feet, a radius of 15.00 feet and being subtended by a chord bearing S 5°02'39" E for 19.13 to a point on the northerly Right of way of Medpace Way;
- Thence continuing said northerly right of way, S 50°30'03" E, 10.00 feet, to the **Point of Beginning**.

Containing 0.365 acre of land, more or less, subject to all easements, conditions, covenants, restrictions, and rights-of-way of record. The Basis of Bearings is from a field survey reference by Kleingers & Associates from a survey of the Childrens Home of Cincinnati. This legal description describes the area for the proposed traffic signal and associated road improvements to Red Bank Expressway at the intersection of Red Bank Expressway and Medpace Way

Exhibit B-1
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Description of Private Improvements

Private Improvements (CPU Building & New 300 Office Building)

Private Improvements will consist of Developer's design and construction of:

- New CPU Building
 - An approximately 75,000 square foot facility initially used to host clinical pharmacology units of the Company
- New 300 Office Building
 - An approximately 579,000 square foot, seven story office tower with an integrated approximately 287-space parking garage.

Exhibit B-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Description of Public Infrastructure Improvements

Public Infrastructure Improvements (Off-Street Parking Facility)

The Public Infrastructure Improvements for the Phase 3 Project scope includes, but is not limited to, all design and construction associated with demolition, and construction, installation signage, earth work, storm water management and all other utilities. The location of parking garage is depicted on Exhibit A-1 and will all be constructed in a single phase as follows:

Public Infrastructure Improvements will consist of Developer's design and construction of:

- An approximately 343,000 square foot, 1,107-space standalone parking garage.
 - The parking garage will consist of all work associated with the garage area, including the necessary foundation, footings, caissons, concrete floor, walls, steel, underground utilities, meter pit, fire main service, floor drains, elevators and stairs, garage level lobby finishes, electric heaters, masonry, plumbing, HVAC, sprinkler and electric.
- All design, engineering, plans, specifications and soft costs associated with public improvements
- Demolition
 - Removal and milling of asphalt
 - Removal of underground utilities and foundations, as required.
- Site/Earthwork Improvements
 - Earthwork; rough and fine grading; site preparation of all blocks as necessary for vertical development of the public infrastructure improvements
- Utilities
 - Installation electric and associated lighting, fiber and other communication lines throughout the Garage Site
 - Installation of other new utilities or relocation of existing utilities as needed throughout the project site
- Roads/Driveways/Walkways
 - Installation of street-lights, vegetation, signage, fixtures, exhibits, and installations
 - Roadways and walkways striped, marked, and designated with wayfinding signage

Exhibit B-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Description of Intersection Improvements

Intersection Improvement Description



Developer's roadwork will consist of infrastructure improvements at the intersection of Red Bank Expressway and Medpace Way on the west side of the Medpace Campus. The eligible roadway improvements include new pavement markings, adjustment of the existing elevated medians to allow for proper vehicle movement, and a new traffic signal. Accordingly, Developer shall cause the completion of all of the following with respect to the Intersection Improvements at the Intersection Improvement Site:

1. Roadwork Improvements.
 - a. Site Preparation
 - b. Pavement
 - c. Drainage
2. Technological Improvements.
 - a. Installation of traffic signals,
 - b. Installation of crosswalk signals
 - c. Installation of signage.

Exhibit C-1
to Funding and Development Agreement

(Medpace Phase 3 Expansion Project)

Preliminary Budget – Private Improvements

	USES		Total
	Private Improvements Building 300	Private Improvements CPU Building	
Land	23,077,154	1,000,000	24,077,154
Parking	10,455,984	In Core & Shell	10,455,984
Office Core & Shell	108,266,433	26,800,000	135,066,433
Office TI	47,010,002	In Core & Shell	47,010,002
IT/AV	8,000,000	200,000	8,200,000
FF&E	28,200,000	2,500,000	30,700,000
Sitework	7,873,377	In Core & Shell	7,873,377
Total Hard Costs	232,882,950	30,500,000	263,382,950
Soft Costs @10%			26,338,295
Total Project Costs			289,721,245

Exhibit C-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Preliminary Budget – Public Infrastructure Improvements

USES	Public Improvements <i>Parking Garage</i>	Total
Construction Hard Costs	33,795,810	33,795,810
Total Hard Costs	33,795,810	33,795,810
Land		1,500,000
Soft Costs		1,879,581
Total Public Infrastructure Costs		37,175,391

Exhibit C-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Preliminary Budget – Intersection Improvements

USES					
	City Funds	ODOD Grant	ODOT Grant	Medpace, Inc. Equity	Total
Roadwork Improvements (site preparation, pavement, drainage, etc.)	22,000.00	40,000.00	25,000	7,000	94,000.00
Technological Improvements (traffic signals, crossing signals, signage, etc.)	83,000.00	160,000.00	100,000	7,000	350,000.00
Subtotal	105,000	200,000	125,000	14,000	444,000.00
Contingency @ 25%	95,000.00			16,000.00	111,000.00
Total Project Costs	200,000.00	200,000.00	125,000.00	30,000.00	555,000.00

The parties may elect to revise this budget to reallocate the funds between budget line items through a letter signed by both the City and Developer. However, in no event will the City add any additional funds to this budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Intersection Improvements.

Exhibit D-1
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Sources of Funds – Private Improvements

SOURCES

Developer Equity	\$226,150,763.00
Tenant Contribution (Medpace)	\$30,020,482.00
CPU Costs (Medpace)	\$33,550,000.00
Total	\$289,721,245.00

Exhibit D-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Sources of Funds – Public Infrastructure Improvements

SOURCES

Senior Bonds (less financing costs, reserve fund, etc.)	\$27,595,246.98
Subordinate Bonds (less financing costs, reserve fund, etc.)	\$8,080,144.02
City Public Infrastructure Improvement Funds (City capital funds)	\$1,500,000.00
Total	\$37,175,391.00

Exhibit D-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Sources of Funds – Intersection Improvements

SOURCES

City Match	\$200,000
Private Contribution	\$30,000
ODOT Jobs & Commerce Grant	\$125,000
ODOD 629 Grant	\$200,000
Total	\$555,000

Exhibit E
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Form of Service Agreement

SEE ATTACHED

[Each of the CPU Site and Office Site will have their own respective Service Agreements]

[SPACE ABOVE FOR RECORDER'S USE]

Contract No: _____

SERVICE AGREEMENT
(Medpace Phase 3 Expansion Project)

This Service Agreement (this "**Agreement**") is made and entered into as of the _____ day of _____, 2024 (the "**Effective Date**"), by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**") and **[Owner of Parcel]**, an Ohio limited liability company, 5375 Medpace Way, Cincinnati, Ohio 45227 ("**Owner**"), pursuant to the terms of a certain *Funding and Development Agreement* between the City and RBM Development Company, LLC, an Ohio limited liability company (the "**Developer**") and an affiliate of Owner, dated [____], 2024 (the "**Development Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

Recitals:

A. Owner is the fee owner of [[approximately ____] acres of real property located at 5401 Hetzel Avenue, Cincinnati, Ohio 45227, as more particularly described on Exhibit A (Legal Description) hereto (the "**Property**")]] [[approximately 3.52] acres of real property located at [5375] Medpace Way, Cincinnati, Ohio 45227, as more particularly described on Exhibit A (Legal Description) hereto (the "**Property**")]].

B. Pursuant to the terms of the Development Agreement, Developer has agreed to construct or cause to be constructed (i) the Private Improvements, which includes the construction of (a) a new approximately 75,000 square foot commercial building on the CPU Site (the "**CPU Project**"), and (b) a new approximately 580,000 square foot, seven story office building and an approximately 287-space integrated structured parking garage and related private improvements on the Office Site (the "**Office Project**"), and (ii) the Public Infrastructure Improvements, which includes an approximately 1,107-space parking garage (collectively, the "**Improvements**" or the "**Project**").

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. ____-2024 passed by City Council on _____, 2024 (the "**TIF Ordinance**"), the City has established a so-called project-based TIF for several parcels, including the Property, under Section

5709.40(B) of the Ohio Revised Code ("**ORC**"), such parcels being referred to hereinafter as the "**TIF Parcels**".

E. Under the TIF Ordinance and in accordance with ORC Section 5709.40(B), et seq. and this Agreement, the increase in assessed value of the Property subsequent to passage of the TIF Ordinance shall be exempt from real property taxes (the "**TIF Exemption**"), and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Exempt Improvements (as defined below) had the TIF Exemption not been granted ("**Statutory Service Payments**").

F. Pursuant to its authority under Ohio law, including, without limitation, its home rule authority and ORC Section 5709.91, the City requires the Owner to pay Minimum Service Payments (as defined below) as required hereunder (the payments received by the City in the form of Statutory Service Payments and Minimum Service Payments, less any fees charged with respect to the Statutory Service Payments by Hamilton County, being referred to herein collectively as "**Service Payments**").

G. The Property is located within the City School District of the City of Cincinnati, and the Board of Education of the City School District of the City of Cincinnati ("**Board of Education**") has, by resolution adopted on February 5, 2020, and by an agreement entered into with the City dated April 28, 2020, approved an exemption of 100% of the assessed valuation of the improvements to the Property for 30 years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement).

H. As provided in the Development Agreement, the City intends to use the Statutory Service Payments, less any fees due to the Hamilton County Auditor with respect to the Statutory Service Payments, to (i) satisfy its obligation to make payments to the Board of Education (the "**School District Compensation**"), (ii) cover certain fees to the City provided in the Development Agreement, (iii) pay the Bond Obligations (as defined in the Development Agreement) issued by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"), pursuant to a Trust Agreement between the Port Authority and the trustee for the Bonds (the "**Trust Agreement**") and approved by the City, and (iv) to the extent there are any excess Statutory Service Payments, for any lawful purpose.

I. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.40, et seq. and shall define the obligations of Owner, for itself and its successors-in-interest and assigns, with respect to the Service Payments. The Minimum Service Payments, whether paid to the City or to the Bond Trustee, shall constitute minimum service payments obligations pursuant to ORC Section 5709.91, secured by a tax lien as provided in ORC Section 5709.91.

J. Execution of this Agreement has been authorized by City Council by the TIF Ordinance and Ordinance No. []-2024, passed by City Council on [], 2024.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Owner agree as follows:

1. **CONSTRUCTION OF IMPROVEMENTS.** The Owner will cooperate with the Developer to cause the construction of the [CPU Project] [Office Project] component of the Improvements in accordance with the terms of the Development Agreement. Failure to use and operate the Improvements as required under the Development Agreement shall not relieve the Owner of its obligations to make Service Payments as required hereunder. During the Exemption Period, the Owner shall not change the principal use of the Improvements without the City's prior written consent.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. Declaration that Exempt Improvements are a Public Purpose. The City hereby confirms that, pursuant to ORC Section 5709.40, et seq., and the TIF Ordinance, the City declared that 100% of the increase in the assessed value of the Property subsequent to the passage of the TIF Ordinance (the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of 30 years commencing on the first day of the tax year in which any Exempt Improvements resulting from construction of a structure on the Property first appear on the tax list and duplicate of real and public utility property and that commences after the effective date of the TIF Ordinance (the "**Exemption Period**").

B. Commencement of Statutory Service Payments. The Owner shall commence paying Statutory Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements resulting from construction of a structure on the Property first appear on the Hamilton County Auditor's tax duplicate. (For example, if Exempt Improvements associated with the construction of a structure on the Property first appear on the tax rolls on January 1, 2025, the Owner's first semi-annual tax payment will be for the tax bill for the First Half 2025, which will become due and payable to the County Treasurer on or about January 2026). The Owner shall pay Statutory Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). The Owner shall continue to make Statutory Service Payments until such time as the Owner has paid the final Statutory Service Payment applicable to the Exemption Period.

C. Amount of Statutory Service Payments. Each semi-annual Statutory Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half ($\frac{1}{2}$) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. (However, if after the first semi-annual Statutory Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Statutory Service Payment shall be adjusted accordingly.) The Statutory Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the Service Payment Date, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Statutory Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), the Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within 30 days after written demand; *provided, however*, that nothing in this sentence shall be construed to require the City to repay to the Owner any amount that would reduce the total payments in any year to an amount less than the Statutory Service Payments required to be paid in that year.

The Minimum Service Payments, if and when due, unless invoiced by the Hamilton County Treasurer, shall be invoiced to the Owner(s) by the Port Authority's third-party TIF administrator (the "**Administrator**") on behalf of the City, or by the Bond Trustee on direction of the Administrator, no later than each Minimum Service Payment Date, as applicable and shall be timely paid to the Bond Trustee. Notwithstanding the foregoing, failure by the Administrator, or any other party, to invoice a Minimum Service Payment shall not relieve the Owner from its obligation to pay such amounts hereunder.

Total Service Payment Amounts (as defined below) for each TIF Parcel are set forth in Exhibit C (*Schedule of Total Service Payment Amounts for All TIF Parcels*) hereto.

E. Minimum Service Payments.

In addition to the words and terms defined elsewhere in this Agreement:

"Aggregate Minimum Service Payment Amount" means, for any given Test Date, the Aggregate Service Payment Shortfall Amount with respect to all Deficient Parcels with a Service Payment Shortfall as of the applicable Test Date, less any amounts on deposit in the Revenue Fund (as defined in the Trust Agreement) under the Trust Agreement, other than amounts transferred to the Revenue Fund from the Debt Service Reserve Fund in excess of the Reserve Requirement (as those terms are defined in the Trust Agreement), available for payment of debt service charges and administrative expenses on the Bonds as of the applicable Test Date.

"Aggregate Service Payment Shortfall Amount" means the total sum of the Service Payment Shortfalls for all Deficient Parcels as of any given Test Date.

"Deficient Parcel" means, as of any given Test Date (as defined below), a TIF Parcel which produces Net Service Payments actually collected equal to less than one-half (1/2) of the applicable Total Service Payment Amount for that TIF Parcel.

"Minimum Service Payment" means, for any given Minimum Service Payment Date, the amount due with respect to the Property if it has a Service Payment Shortfall as of the applicable Test Date, determined by multiplying the Percentage of Shortfall for the Property times the Aggregate Minimum Service Payment Amount as of the applicable Test Date.

"Net Service Payments" means, as of any given Test Date, the Statutory Service Payments received by the City for the immediately preceding Service Payment Date net of (1) any fees charged with respect to the Statutory Service Payments by Hamilton County, (2) the City's monitoring and servicing costs and expenses with respect to the transactions contemplated by the Development Agreement the "City Monitoring and Service Fee", and (2) the School District Compensation.

"Percentage of Shortfall" means, with respect to any Deficient Parcel, the Service Payment Shortfall for such Deficient Parcel, divided by the Aggregate Service Payment Shortfall Amount.

"Service Payment Shortfall" means, with respect to any Deficient Parcel, the amount, if any, by which the actual Net Service Payments as of any Test Date are less than one-half (1/2) of the applicable the Total Service Payment Amount for such Deficient Parcel.

There is hereby established the **"Total Service Payment Amount"** as shown on Exhibit B (*Schedule of Total Service Payment Amounts*) hereto, which amount is calculated based upon the anticipated amount of real property taxes that would have been payable with respect to the Exempt Improvements, as fully constructed, had an exemption not been granted under the TIF Ordinance. If and to the extent there is a Service Payment Shortfall for the Property on any given April 15 (with respect to the first half tax bill) or October 15 (with respect to the second half tax bill) (each a **"Test Date"**), the Owner shall pay directly to the Bond Trustee, no later than no later than May 1 or November 1, respectively (or on such other date as may be reflected on Exhibit B hereto, each being a **"Minimum Service Payment Date"**), an amount equal to the allocated Minimum Service Payment for the Property.

In the event that Statutory Service Payments are not yet due (for example, because no real property tax has commenced to accrue for the Exempt Improvements) or never come due, the Owner shall nevertheless be required to pay Minimum Service Payments to the Bond Trustee, on the Minimum Service Payment Dates in the amount of the Minimum Service Payment as calculated above. The Owner shall make all Minimum Service Payments to the Bond Trustee on the Minimum Service Payment Dates. The Owner shall simultaneously send copies of checks (or evidence of electronic payment to the Bond Trustee, if applicable) and any cover letter to the Bond Trustee to the City c/o City Treasurer, Room 202, City Hall, 801 Plum Street, Cincinnati, Ohio 45202. Each payment must be made in immediately available funds by not later than 2:00 p.m. Eastern time on the date such payment is due. So long as Bond Obligations are outstanding, upon receipt of notice of nonpayment and at the direction of the Administrator, the City shall

promptly certify the amount of the unpaid Minimum Service Payment as a lien on the Property and undertake all other required actions to enable the Minimum Service Payment to be collected as a tax payment under ORC Section 5709.91.

F. Late Payment. If any Statutory Service Payment or Minimum Service Payment, or any installment of either, is not paid when due, then, to the extent that Hamilton County does not impose a late fee or delinquency charge, the Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, that would have been payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if the Owner fails to make any Minimum Service Payment required hereunder, the Owner shall pay, in addition to the Minimum Service Payment the Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including, without limitation, attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against the Owner or against the Property. The Owner acknowledges that delays in the making of any Service Payments may, among other things, result in delays in the City's ability to timely transfer required amounts to the Port Authority for payment of the Bond Obligations.

3. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. The Statutory Service Payments and Minimum Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights, and priority as all other real property taxes. Such a lien shall attach and may be perfected, collected, and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. The Owner hereby agrees that the obligations to make Statutory Service Payments and Minimum Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against the Owner. The Owner agrees not to contest the lien, rights, or priority of the Statutory Service Payments or the Minimum Service Payments with respect to the Property.

4. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

A. Recording. Promptly after the execution of this Agreement, the Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment, or other conveyance of any part of the Improvements or the Property, and failure to do so shall constitute a default under this Agreement. All instruments of conveyance of the Improvements or the Property or the Owner's ownership of the same (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement, and the Owner shall cause all instruments of conveyance of interests in all or any portion of the Property to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement. The Owner shall provide a recorded copy of this Agreement to the City within 5 business days after recording.

B. Covenants Running with the Land. The Owner agrees that the obligation to perform and observe the agreements on the Owner's part contained herein shall be covenants running with the land and, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding and enforceable by the City against the Owner and the Owner's successors-in-interest and transferees as Owners from time to time of the fee simple interest in the Property, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The Owner and the Owner's successors-in-interest and transferees as Owners from time to time of the fee simple interest in the Property by virtue of their acquisition thereof, acknowledge that the provisions of ORC Section 5709.91, which specify that the Service Payments will be treated in the same manner as taxes for all purposes of the lien described in ORC Section 323.11 including, but not limited to, the priority of the lien and the collection of Statutory Service Payments and Minimum Service Payments, applies to the Property and any improvements thereon.

C. Obligations are Absolute and Unconditional. The obligations of the Owner, as fee simple owner, to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of

purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State of Ohio or any political subdivision thereof. The obligation to make Service Payments shall survive the termination of this Agreement to the extent this Agreement terminates prior to the payment in full of all Service Payments with respect to the Exempt Improvements.

5. PAYMENT OF TAXES; TAX CONTESTS.

A. **Payment of Taxes.** With respect to real property taxes that are not exempted under the TIF Ordinance, the Owner shall pay or cause to be paid, as the same become due, (i) all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of the Owner installed or brought thereon (including, without limitation, any taxes levied against the Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements), and (ii) all utility and other charges incurred in the operation, maintenance, use, and occupancy of the Property and the Improvements.

B. **Tax Contests.** Except for Section 6 hereof, nothing in this Agreement is intended to prevent the Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments, or other charges, including contesting the real estate valuation of the Property and the Improvements. Nothing in this paragraph shall be construed to relieve the Owner of the duty to make the Minimum Service Payments as required by this Agreement or to reduce the Total Service Payment Amounts hereunder.

6. **TAX EXEMPTION.** The Owner (including, without limitation, any successors and assigns of the Owner, as applicable), shall not, without the consent of the City, seek any tax exemption for the Property, or any portion thereof, other than the exemption provided hereunder and pursuant to the TIF Ordinance during the Exemption Period. Owner hereby agrees (on its own behalf and, for the avoidance of doubt, on behalf of its successors and assigns) that the ownership of the Property by a non-profit entity, or port authority that would otherwise be exempt from real property taxes shall in no way derogate or limit the obligation to pay Service Payments hereunder (including, without limitation, the obligation to pay Minimum Service Payments). Notwithstanding the foregoing, this Section shall cease to apply once the Bond Obligations are no longer outstanding, as certified by the Bond Trustee, in consultation with the City Finance Department.

7. INSURANCE COVERAGE AND PROCEEDS.

A. **Coverage.** The Owner shall provide and maintain, or cause to be provided and maintained, special form (formerly known as "all risk") full replacement cost property insurance on the Improvements and other improvements on the Property or any replacements or substitutions therefor (to the extent the same are owned by the Owner) from an insurer that is financially responsible, of recognized standing, and authorized to write insurance in the State. Such insurance policy shall be in such form and with such provisions as are generally considered reasonable and appropriate for the type of insurance involved and shall prohibit cancellation or modification by the insurer without at least thirty days' prior written notice to the City, the Port Authority, the Bond Trustee and the Owner. The Owner shall provide proof of such insurance promptly upon request by the City, Port Authority or Bond Trustee.

B. **Proceeds.** The policies of any property insurance, including builder's risk insurance, as required under Section 7.A. of this Agreement, shall name the City and, while any Bond Obligations are outstanding, the Port Authority and the Bond Trustee (if any) as additional loss payees. In the event of any damage to, or destruction of, all or any of the Improvements, the proceeds of such insurance (the "**Property Insurance Proceeds**") shall be applied (i) first, to repair, rebuild, restore, or replace the property damaged, or destroyed to the same (or better) condition as existed immediately prior to the damage or destruction, but only if such repair, restoration or replacement is permitted under the terms of the Owner Mortgage Financing (as defined below), (ii) second, otherwise pursuant to the terms of any financing provided to the Owner by third-party (non-affiliate) mortgage lenders ("**Owner Mortgage Financing**"), and (iii) third, the

remainder to the Owner or the first lien holder under the Owner Mortgage Financing. In the event that the Improvements are deemed irreparable by the Owner, the Property Insurance Proceeds will be applied (1) first, pursuant to the terms of any Owner Mortgage Financing, (2) second, to the redemption of a pro-rata portion of the Bond Obligations determined by multiplying the then outstanding principal amount of the Bond Obligations by the quotient of (x) the assessed valuation (as determined from time to time by the Hamilton County Auditor, the "**Assessed Valuation**") prior to the casualty or condemnation resulting in proceeds being generated of the Property upon or within which the Exempt Improvements are or were located, and (y) the total aggregated Assessed Valuation of all TIF Parcels, and (3) third, the remainder to the Owner.

8. **CONDEMNATION PROCEEDS.** In the event any portion of the Property or the Improvements shall be taken as a result of the exercise of the power of eminent domain by any governmental entity or other person, association, or corporation possessing the right to exercise the power of eminent domain, the proceeds of such eminent domain award received by the Owner shall be used for the same purposes specified with respect to insurance proceeds in Section 7 above.

9. **NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, Ohio 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; and, at Owner's address set forth in the introductory paragraph hereof. If the Owner sends a notice to the City alleging that the City is in default under this Agreement, the Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202. The City and the Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent for the respective party.

10. **COVENANTS AND REPRESENTATIONS.** The Owner represents that it is a duly organized and existing Ohio limited liability company as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. The Company covenants that it will remain in existence and so qualified as long as it is required to make Service Payments hereunder as Owner.

11. **EXEMPTION APPLICATION.** The Owner, or its representatives (as applicable), shall prepare, execute, and (following the City's prior receipt of copies for review and approval in the City's sole and absolute discretion) file, in a timely fashion after the Effective Date (but not later than January 31, 2025), such applications, documents, and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. The Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2025 tax year. As a covenant running with the land, the Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within the Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of the Owner, the Owner shall nevertheless continue to make Service Payments throughout the Exemption Period.

12. **DEFAULTS AND REMEDIES.** If the Owner fails to make any Service Payment when due (time being of the essence), or if the Owner fails to observe or perform any other obligation hereunder and such other non-payment failure continues for more than 30 days after the City notifies the Owner in writing thereof, the City, and the Port Authority and the Bond Trustee as third party beneficiaries while Bonds are outstanding, shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosing the lien created hereby, and (ii) terminating the Owner's rights hereunder without modifying or abrogating the Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a Payment Default, with respect to which there is no cure period) is such that it cannot reasonably be cured during such 30-day cure period, the Owner shall not be in default under this Agreement so long as the Owner commences to cure the default within such cure period and thereafter diligently completes such cure within 60 days after the

Owner's receipt of the City's initial notice of default from the City, Port or Bond Trustee. The Owner shall pay to the City, Port Authority or Bond Trustee upon demand an amount equal to all costs and damages suffered or incurred by the City, Port Authority or Bond Trustee in connection with such default, including, without limitation, attorneys' fees. Waiver of any default shall not be deemed to extend to any subsequent or other default under this Agreement and shall be made by the City with the consent of the Port Authority or Bond Trustee while Bonds are outstanding. All rights and remedies hereunder are cumulative.

13. DURATION OF AGREEMENT. This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement (including, without limitation, the obligation to continue to make Service Payments), shall expire on the day following the date of payment of the final Service Payment applicable to the Exemption Period, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to the Owner such documents and instruments as the Owner may reasonably request to evidence such expiration.

14. GENERAL PROVISIONS.

A. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the City of Cincinnati and the State of Ohio and shall be interpreted and enforced in accordance with the laws of this State without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and the Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

E. Additional Documents. The City and the Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement and other Project Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties and the Port Authority and the Bond Trustee while any Bonds are outstanding.

15. EXHIBITS. The following exhibits are attached hereto and made a part hereof:

- | | |
|------------------|--|
| <u>Exhibit A</u> | - <i>Legal Description</i> |
| <u>Exhibit B</u> | - <i>Schedule of Total Service Payment Amounts</i> |
| <u>Exhibit C</u> | - <i>Schedule of Total Service Payment Amounts for All TIF Parcels</i> |

[Signature and Notary Pages Follow]

This Service Agreement is executed by the City and the Owner by their duly-authorized officers or representatives as of the Effective Date.

CITY OF CINCINNATI

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

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[Owner Signature Page Follows]

[OWNER],

By: _____

Printed name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of [Owner], an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

This instrument prepared by: City of Cincinnati, Office of the City Solicitor; 801 Plum Street, Room 214;
Cincinnati, Ohio 45202

Exhibit A
to Service Agreement

{00394470-10}

Legal Description

[INTENTIONALLY OMITTED – TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B

to Service Agreement

Schedule of Total Service Payment Amounts

[INTENTIONALLY OMITTED – TO BE ATTACHED TO EXECUTION VERSION]

Exhibit C
to Service Agreement

Schedule of Total Service Payment Amounts for All TIF Parcels

[INTENTIONALLY OMITTED – TO BE ATTACHED TO EXECUTION VERSION]

Exhibit F
to Funding and Development Agreement
(Medpace Phase 3 expansion project)

Form of Completion Guaranty

SEE ATTACHED

COMPLETION GUARANTY

This Completion Guaranty (this "**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by [____], an Ohio [____] the address of which is [____] ("**Guarantor**") in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. The City and RBM Development Company, LLC, an Ohio limited liability company ("**Obligor**"), are parties to a *Funding and Development Agreement* dated [____], 2024 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is to construct (i) the Private Improvements, which include (a) an approximately 75,000 square foot commercial building intended to be used by Medpace as its new clinical pharmacology unit, and (b) a new approximately 580,000 square foot, seven story office building with an approximately 287-space integrated structured parking garage and related private improvements, and (ii) the Public Infrastructure Improvements, which includes an approximately 1,107-space parking garage (each as more fully set forth and described in the Agreement and collectively, the "**Project**").

C. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby promises and agrees as follows:

1. Guaranty.

(A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to complete the construction of the Project in substantial accordance with the Final Plans, as determined by the City in its sole and absolute discretion, subject to the terms and conditions of the Agreement, including payment to the City of any and all losses, damages and expenses (including, without limitation, attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the "**Guaranteed Obligations**").

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City may notify Guarantor thereof in writing, whereupon Guarantor, within 10 days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct and immediate and is a guaranty of performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors, or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization, or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

(D) Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower, and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of the Guaranteed Obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including, without limitation, attorneys' fees, that the City incurs in connection therewith, payable within 10 days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed the Guaranteed Obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity, or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) has a financial interest in the Project[and is an affiliate of Obligor]; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental

department, commission, board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person; (b) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (c) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. Neither party hereto shall be deemed to have waived the exercise of any right that it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(D) Time of Essence. Time shall be of the essence as to the performance of Guarantor's obligations pursuant to this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations,

representations, warranties, statements, or agreements, either written or oral, between or among the parties hereto as to the same.

(l) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.

[Signature Page Follows]

Executed and effective as of _____, 20____ (the "Effective Date").

GUARANTOR:

[_____]

By: _____

Printed Name: _____

Title: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: City of Cincinnati, Office of the City Solicitor
 801 Plum Street, Room 214
 Cincinnati, Ohio 45202

Exhibit G
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Disbursement of City Public Infrastructure Improvement Funds

(A) Conditions to be Satisfied Prior to Disbursement of City Public Infrastructure Improvement Funds. The City shall be under no obligation to disburse the City Public Infrastructure Improvement Funds unless and until the following conditions are satisfied and continue to be satisfied or waived, in the City's sole and absolute discretion:

- (i) Developer has provided the City with the executed Completion Guaranty;
- (ii) Developer has provided the City with evidence of insurance required under this Agreement;
- (iii) Developer has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work;
- (iv) Developer has provided the City with evidence that Developer has secured all other funds necessary to complete the Project;
- (v) The City has approved of the Due Diligence Materials and construction shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
- (vi) Developer has provided the City with such other documents, reports and information relating to the Project as the City has reasonably requested; and
- (vii) Developer is not in default under this Agreement.

(B) Disbursement of City Public Infrastructure Improvement Funds. Provided all of the requirements for disbursement of the City Public Infrastructure Improvement Funds shall have been satisfied, the City will provide the City Public Infrastructure Improvement Funds to Developer (or, as may be otherwise set forth in the Port Authority Documents, the Port Authority) on a reimbursement basis, the proceeds of which were used by Developer to pay for those hard construction costs of the Public Infrastructure Improvements itemized on Exhibit B-2. For the avoidance of doubt, Developer shall not use any portion of the City Public Infrastructure Improvement Funds for the Private Improvements, the Intersection Improvements, design fees or other soft costs, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Developer shall not be entitled to a disbursement of City Public Infrastructure Improvement Funds to pay for costs incurred prior to the Effective Date. Developer shall not request a disbursement of City Public Infrastructure Improvement Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Public Infrastructure Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer shall be limited to the City Public Infrastructure Improvement Funds to be made available by the City under this Agreement. Developer shall be responsible for obtaining all additional funds from other resources to complete the Public Infrastructure Improvements

(including, but not limited to, proceeds of Bond Obligations). Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 30 days following completion of construction, as evidenced by a certificate of occupancy with respect thereto.

(C) Draw Procedure.

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

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

(iii) Construction Meetings. After the commencement of construction for the Public Infrastructure Improvements and continuing throughout the duration of the construction, Developer shall invite the City to all regularly scheduled meetings between Developer and its lenders on the Public Infrastructure Improvements to enable the City to keep abreast of the Public Infrastructure Improvements' construction progress and the status of all Public Infrastructure Improvement costs, draw requests from Developer's lenders, change orders, and anticipated date of the Public Infrastructure Improvements' completion.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse 90% of the amount requested (with retainage of 10%). The retained amount shall be disbursed when (i) the Public Infrastructure Improvements have been completed, and evidence thereof, in form satisfactory to the City, has been delivered to the City, and (ii) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion. For the avoidance of doubt, Developer may, upon the provision of the required documentation and the satisfaction of the other disbursement conditions in this Exhibit, request disbursement of the entire amount of City Public Infrastructure Improvement Funds in one lump sum, in which case such amount would not be subject to retainage.

(E) Estoppel Certification. A request for the disbursement of the City Public Infrastructure Improvement Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer 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) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

Exhibit H
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

ODOT and ODOD Grant Conditions

ODOT Requirements.

From the time that construction associated with the Intersection Improvements commences, and until such time as all construction work and reporting associated with the Intersection Improvements has been completed, Developer, on behalf of itself and its assignees and successors in interest, agrees as follows:

1. Developer will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

3. **Compliance with Regulations:** Developer (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

4. **Nondiscrimination:** Developer, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of Developer, including procurements of materials and leases of equipment. Developer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

5. **Solicitations for Developer, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Developer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Developer of Developer's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

6. **Information and Reports:** Developer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Developer will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

7. During the performance of this Agreement, Developer, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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a. Pertinent Non-Discrimination Authorities:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- iii. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- vi. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and COUNTY (or other)s, whether such programs or activities are Federally funded or not
- viii. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities
- ix. The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- xi. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- xii. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- xiii. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- xiv. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- xv. Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

ODOD Requirements.

1. **Project Goals.** The primary focus of the ODOD Grant is to complete an eligible roadwork project, being the Intersection Improvements as described in this Agreement. In addition, one of the secondary goals is the creation or retention of jobs. The Intersection Improvements, and ODOD Grant assistance provided, will facilitate the creation of 1,500 new, full-time equivalent jobs, and the retention of 1,893 existing jobs, by the Metric Evaluation Date of December 31, 2028. Developer is required to report any job creation or retention required under Section 9 of this Agreement.
2. **Payment of ODOD Grant Funds.** The City shall disburse the ODOD Grant funds on a reimbursement basis. Developer shall submit to the City for review and approval requests for reimbursement detailing expenditures which have then been incurred by Developer in accordance with the Project budget included in Exhibit C-3. The payment of the requests for reimbursement shall be based upon 50% reimbursement of the actual eligible costs of the Intersection Improvements. Travel expenses are not eligible for reimbursement with ODOD Grant funds. The City shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with ODOD Grant funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Developer to perform the work described in Exhibit B-3. Developer shall submit to the City such documentation necessary to substantiate a reimbursement request.
3. **Non-Discrimination.**
 - (a) Minority Hiring Goal. Developer shall make a good faith effort to employ minority persons in the completion of the Intersection Improvements, and the completion and operation of the Intersection Improvements and in the fulfillment of Developer's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Intersection Improvements are located and any contiguous Ohio counties.
 - (b) Equal Employment Opportunity. Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Developer shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Developer will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Intersection Improvements (other than subcontracts for standard commercial supplies or raw materials), and Developer will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
4. **Adherence to State and Federal Laws and Regulations.** Developer shall comply with all applicable federal, state, and local laws in the performance of Developer's obligations under this Agreement, the completion of the Intersection Improvements and the completion and the operation of the Intersection Improvements as long as Developer has any obligation to the City under this Agreement. Without limiting the generality of such obligation, Developer shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Developer in connection with the Intersection Improvements, and Developer shall comply with all applicable environmental, zoning, planning and building laws and regulations.

Exhibit I
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Disbursement of Intersection Improvement Funds

(A) Conditions to be Satisfied Prior to Disbursement of Intersection Improvement Funds. The City shall be under no obligation to disburse the Intersection Improvement Funds unless and until the following conditions are satisfied and continue to be satisfied or waived, in the City's sole and absolute discretion:

(i) Developer has provided the City with the executed Payment and Performance Bond;

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

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

(iv) Developer has provided the City with evidence that it has obtained all other funds necessary to complete the Intersection Improvements;

(v) Developer has provided the City with such other documents, reports and information relating to the Intersection Improvements as the City has reasonably requested; and

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

(B) Disbursement of Intersection Improvement Funds. Provided all of the requirements for disbursement of the Intersection Improvement Funds shall have been satisfied, the City shall disburse the Intersection Improvement Funds to Developer. The City shall make no more than two disbursements of the Intersection Improvement Funds on a reimbursement basis. Developer shall not be entitled to a disbursement of Intersection Improvement Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Intersection Improvement Funds and shall use the Intersection Improvement Funds solely for the purposes permitted under this Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Intersection Improvement 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. Developer shall not request a disbursement of Intersection Improvement Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof to be condition on the terms of the ODOT Grant and ODOD Grant, but otherwise 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 Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Intersection Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Intersection Improvement Funds to Developer for construction shall be limited to the Intersection Improvement Funds to be made available by the City under this Agreement, and actually received by the City from ODOT and ODOD, respectively. Developer shall provide all additional funds from other resources to complete the Intersection Improvements. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Intersection Improvement Funds available to Developer, to the extent such Intersection Improvement Funds have not been disbursed,

shall terminate 30 days following the completion of the Intersection Improvements, as determined by the City in its sole and absolute discretion. For the avoidance of doubt, the issuance of a letter by DOTE confirming the satisfactory completion of the Intersection Improvements, following expiration of the Warranty Period and as confirmed at the Warranty Inspection, shall be deemed completion of the Intersection Improvements.

(C) Draw Procedure

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

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

(D) Estoppel Certification. A request for the disbursement of City Intersection Improvement Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer 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) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

Exhibit J
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Additional Requirements

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the “**Construction Workforce Goals**”).

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

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

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

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

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

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed

necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

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

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth

in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

Addendum I
to
Additional Requirements Exhibit
City's Prevailing Wage Determination

TO BE ATTACHED TO EXECUTION VERSION

Contract No: _____

FUNDING AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI,
an Ohio municipal corporation,

and

RBM DEVELOPMENT COMPANY, LLC,
an Ohio limited liability company

Project Name: Medpace Phase 3 Expansion Project

(Construction of new office buildings, parking garage, & intersection improvements for Red Bank
Expressway & Medpace Way)

Dated: _____, 2024

FUNDING AND DEVELOPMENT AGREEMENT (Medpace Phase 3 Expansion Project)

THIS FUNDING AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and **RBM DEVELOPMENT COMPANY, LLC**, an Ohio limited liability company, 5375 Medpace Way, Cincinnati, Ohio 45227 (“**Developer**”).

Recitals:

A. The medical research company Medpace, Inc. (“**Medpace**”) either by ownership or lease, has site control of approximately 20.8 acres of real property located at the southeast corner of Madison Road and Red Bank Expressway in the Madisonville neighborhood of Cincinnati, as depicted and described on Exhibit A-1 (*Site Plan for Medpace Campus*) hereto (the “**Medpace Site**”), upon which the current operational headquarters of Medpace is located.

B. Developer has, through its affiliate entities, undertaken a multi-phase redevelopment of the Medpace Site. The first phase of redevelopment occurred pursuant to that *Contract for Redevelopment of the Development at Red Bank & Madison* dated July 29, 2009 between the City and Developer, whereby the City provided a Clean Ohio Fund grant to Developer to perform demolition and remediation activities in order to help facilitate Developer’s undertaking of phase 1 of the redevelopment of the Medpace Site, which ultimately created several office buildings currently used by the medical research company, Medpace, Inc., as its operational headquarters (the “**Phase 1 Project**”).

C. The second phase of redevelopment occurred pursuant to that *Development Agreement* dated June 12, 2015 between the City and Developer, as amended by that *First Amendment to Development Agreement* dated August 4, 2020 (the “**First Amendment to Phase 2 Development Agreement**” and together, as amended, the “**Phase 2 Development Agreement**”), whereby Developer constructed (1) a 239-room hotel and various public infrastructure improvements further described therein (the “**Phase 2A Project**”), and thereafter (2) constructed (a) a new building containing office and retail space, currently leased by Developer to several tenants, including Medpace and (b) various public infrastructure improvements as further described therein (the “**Phase 2B Project**”). In connection with the Phase 2A Project, the City provided tax increment financing for the construction of public infrastructure improvements financed by the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY (the “**Port Authority**”). More specifically, the City created the “Madison Center/Medpace Phase 2A TIF” pursuant to Ordinance No. 47-2016, passed on March 2, 2016. In connection with the Phase 2B Project, the City provided tax increment financing for the construction of public infrastructure improvements financed by the Port Authority. More specifically, the City created the “Madison Center/Medpace Phase 2B TIF” pursuant to Ordinance No. 157-2018, passed on June 20, 2018.

D. Pursuant to the First Amendment to Phase 2 Development Agreement and by virtue of that certain *Quitclaim Deed* recorded on September 29, 2020, in Official Record 14263, Page 1 Hamilton County, Ohio Records, the City vacated and conveyed to Medpace’s affiliate entity, 400 Medpace Way, LLC (“**400 Medpace Way**”), a portion of the unused public right-of-way known as Old Red Bank Road (the “**Old Red Bank Road Sale Property**”), for incorporation into the Medpace Site.

E. In exchange for the Old Red Bank Road Sale Property, 400 Medpace Way granted the City a *Restrictive Covenant* recorded on August 8, 2020 in Official Record 14263, Page 12, Hamilton County, Ohio Records (the “**Restrictive Covenant**”), which requires 400 Medpace Way and its successors and assigns to maintain certain property located at the southeast corner of Madison Road and Red Bank Expressway, as further described in the Restrictive Covenant, as vacant land, free of encumbrances, utilities, or environmental contamination until such time that the City closes on the purchase of the Red Bank Expressway Future ROW Property, as defined in, and pursuant to the terms of, the First Amendment to Phase 2 Development Agreement.

F. Pursuant to the First Amendment to Phase 2 Development Agreement, 400 Medpace Way agreed to convey fee simple title to the Red Bank Expressway Future ROW Property and to the UDF Future ROW Property (as defined therein) if and when 400 Medpace Way or other affiliate of Developer acquires the UDF Property, for use by the City as public right-of-way in order to widen the northbound lane of Red Bank Expressway.

G. Developer now desires to undertake the third phase of redevelopment at the Medpace Site and has proposed to do all of the following (the “**Project**”):

- (i) construct or cause to be constructed a new building on the portion of the Medpace Site located at 5401 Hetzel Avenue, Cincinnati, Ohio 45227, as depicted on Exhibit A-1 and as described on Exhibit A-2 (Legal Description – CPU Site) hereto (the “**CPU Site**”), consisting of an approximately 75,000 square foot commercial building which Medpace intends to use as its new clinical pharmacology unit (the “**CPU Project**”) to be owned by Medpace (or its affiliates);
- (ii) demolish one of the buildings constructed as part of the prior Phase 1 Project, located at 5355 Medpace Way (the “**Current Office Building**”);
- (iii) following demolition of the Current Office Building, subdivide, reconfigure, and consolidate the Current Office Building parcel with several other parcels at the Medpace Site, as more particularly depicted as building “300” on Exhibit A-1 hereto, and as described on Exhibit A-3 (Legal Description – Office Site) hereto (the “**Office Site**”), to design and construct thereon an approximately 579,000 square foot, seven story office building with a 287-space integrated parking garage, along with an outdoor public plaza area, all as more particularly described and depicted on Exhibit B-1 (Description of Private Improvements) hereto (the “**Office Project**”; and together with the CPU Project, the “**Private Improvements**”), to be owned by N300 Medpace Way, LLC, or another affiliate of Developer (“**N300**”), financed by and ground leased to the Port Authority, and leased back to N300 or another affiliate of Developer, then subleased to Medpace for its office operations;
- (iv) design and construct various public improvements, including, without limitation, an approximately 343,000 square foot, 1,107-space standalone parking garage, as more particularly described on Exhibit B-2 (Description of Public Infrastructure Improvements) hereto (the “**Public Infrastructure Improvements**”; and together with the Private Improvements, the “**Phase 3 Improvements**”), on the portion of the Medpace Site more particularly depicted on Exhibit A-1 hereto, and described on Exhibit A-4 (Legal Description – Garage Site) hereto (the “**Garage Site**”; and collectively with the CPU Site and the Office Site, the “**Phase 3 Project Site**”), to be financed and owned by the Port Authority and managed by Developer or an affiliate of Developer; and
- (v) construct a roadwork project at the intersection of Red Bank Expressway and Medpace Way, immediately west of the Medpace Site, the location of which is depicted and described on Exhibit A-5 (Site Plan & Legal Description of Intersection Improvements) hereto (“**Intersection Improvement Site**”), including, without limitation, installation of a new traffic signal, new pavement markings, new traffic-related signage, and adjustment of the existing elevated medians, all as more particularly described on Exhibit B-3 (Description of Intersection Improvements) hereto (the “**Intersection Improvements**”). The Phase 3 Project Site and the Intersection Improvement Site are collectively referred to herein as the “**Project Site**”.

H. The total estimated cost (including, without limitation, hard construction costs and soft costs) of (i) the Private Improvements is projected to be approximately \$289,721,245, as more particularly described on Exhibit C-1 (Preliminary Budget – Private Improvements) hereto; (ii) the Public Infrastructure

Improvements is projected to be approximately \$37,175,391, as more particularly described on Exhibit C-2 (Preliminary Budget – Public Infrastructure Improvements) hereto; and (iii) the Intersection Improvements is projected to be approximately \$555,000, as more particularly described on Exhibit C-3 (Preliminary Budget – Intersection Improvements) hereto. Developer has represented to the City that it intends to use various sources of funds to finance the costs associated with the Project, as set forth on Exhibit D-1 (Sources of Funds – Private Improvements), Exhibit D-2 (Sources of Funds – Public Infrastructure Improvements) hereto, and Exhibit D-3 (Sources of Funds – Intersection Improvements) hereto.

I. Developer currently anticipates that it will (i) commence construction of the Private Improvements on or about [_____, 2024], and complete the Private Improvements no later than December 31, 2026, (ii) commence construction of the Public Infrastructure Improvements on or about [_____, 20___], and complete the Public Infrastructure Improvements no later than [_____, 20___], and (iii) commence construction of the Intersection Improvements [no later than 3 months from the Effective Date], and complete the Intersection Improvements no later than October 31, 2024.

J. Pursuant to Ordinance No. [_____] -2024, passed by City Council on [_____] , 2024, the City created a so-called project-based TIF for the Phase 3 Project Site under Ohio Revised Code (“**ORC**”) Section 5709.40(B), declaring Improvement (as defined in ORC Section 5709.40) to the Phase 3 Project Site to be a public purpose and exempt from real property taxation for a period of 30 years (the “**TIF Ordinance**” and the “**TIF Exemption**”, as applicable).

K. The parties currently anticipate that a portion of the Public Infrastructure Improvements will be financed by the Port Authority. Developer presently intends to finance the construction of the Public Infrastructure Improvements by entering into, or causing to be entered into, a separate construction agreement, cooperative agreement, service agreement(s), and other ancillary agreements with the City and/or the Port Authority pursuant to which the Port Authority will issue one or more series of special obligation development revenue bonds, with no series having a term in excess of the maximum maturity allowable at law for such series, in a principal amount not to exceed \$[55,000,000] with respect to the financing of the Public Infrastructure Improvements (the “**TIF Bonds**”), and (iii) make the net proceeds from the TIF Bonds available to Developer to pay for the construction of the Public Infrastructure Improvements (as determined by the separate agreements that may be entered into by the Port Authority, the City, and Developer).

L. The City will receive from the Hamilton County Treasurer the statutory service payments generated from the Private Improvements pursuant to the TIF Exemption (“**Project TIF Revenue**”), and use the same, (i) first, to pay any fees charged by the Hamilton County Auditor or any other governmental entity (the “**Collection Fees**”), (ii) second, to satisfy the City’s obligation to the Board of Education of the City School District of the City of Cincinnati (the “**School Board**”) under that certain Agreement by and between the City and the School Board dated April 28, 2020, (iii) third, to pay the City’s fees described in Section 11(D) of this Agreement, and (iv) fourth, to make payments to the Port Authority in the amount necessary to pay principal, interest, and other amounts due with respect to the TIF Bonds (the “**Bond Obligations**”), with any and all surplus Project TIF Revenue in any given year to be retained by the City or returned to the City, as applicable, and used for any lawful purpose. The aforementioned service agreement(s) to be entered into by and between the City and Developer following the Effective Date hereof shall be substantially in the form of Exhibit E (Form of Service Agreement) hereto (the “**Service Agreement**”).

M. The cooperative agreement and the Service Agreement referred to herein, together with such other documents with respect to the Phase 3 Improvements entered into with the Port Authority and Developer to which the City is a party, are referred to herein as the “**Port Authority Documents**”, and the Port Authority Documents, this Agreement, and such other ancillary documents and instruments executed by the City and Developer, or executed by Developer in favor of the City, are referred to herein as the “**Project Documents**”. Notwithstanding anything herein or within any other Project Document to the contrary, neither the TIF Bonds nor any other obligations described herein shall be a general obligation of the Port Authority or the City.

N. The Medpace Site is located in the TIF District known as “District 19 – Madisonville Incentive District” (the “**District**”), established by Ordinance No. 414-2005, passed by City Council on November 2, 2005; however, the City amended the District boundaries to remove the Phase 3 Project Site from the District with the passage of the TIF Ordinance in order to create the TIF Exemption.

O. The City and Developer’s affiliate, 300 Medpace Way, LLC, intend to enter into a *Termination of Community Reinvestment Area Tax Exemption Agreement* dated on or about the Effective Date, pursuant to which the City and 300 Medpace Way, LLC will agree to terminate the previously provided real property tax abatement for the Current Office Building in order to facilitate the Tax Exemption and finance the Public Infrastructure Improvements with the service payments derived from the Private Improvements at the Office Site.

P. To further facilitate Developer’s completion of the Public Infrastructure Improvements, the City desires to provide support for the Public Infrastructure Improvements in the form of a grant of City capital funds in an amount not to exceed \$1,500,000 on the terms and conditions set forth in this Agreement (the “**City Public Infrastructure Improvement Grant**”), to be utilized for hard construction costs of the Public Infrastructure Improvements.

Q. Pursuant to (i) Ordinance No. 255-2023, passed by City Council on June 26, 2023, the City applied for and was awarded a grant from the State of Ohio Department of Transportation (“**ODOT**”), Office of Jobs and Commerce in the amount of up to \$125,000 (the “**ODOT Grant**”); and (ii) Ordinance No. 40-2023, passed by City Council on February 8, 2023, the City (a) applied for and was awarded a grant from the State of Ohio Department of Development (“**ODOD**”) 629 Roadwork Program in an amount of up to \$200,000 (the “**ODOD Grant**”), and (b) as a condition of the ODOD Grant, authorized City capital funds in an amount not to exceed \$200,000 to be used as a matching grant for funding the construction of the Intersection Improvements (the “**City Intersection Grant**”). The City intends to further support the Phase 3 Project by providing Developer with funds from the ODOT Grant, the ODOD Grant, and the City Intersection Grant in the total cumulative amount not to exceed \$525,000 (the “**Intersection Improvement Funds**”) to facilitate construction of the Intersection Improvements.

R. In addition to the financial support contemplated herein, the City and Medpace have entered into a *Job Creation and Retention Tax Credit Agreement*, dated December 18, 2023, pursuant to which the City is providing an income tax credit on new jobs created and certain number of existing jobs retained by Medpace at the Medpace Site (the “**JCRTC Agreement**”), in accordance with the terms and conditions of the JCRTC Agreement.

S. The Project is expected to (i) create approximately (a) 1,650 temporary full-time equivalent construction and other jobs at the Project Site during the construction period, at a payroll of approximately \$27,300,500, and (b) 1,500 new full-time equivalent permanent employees at the Phase 3 Project Site, following completion of the Project and no later than January 1, 2029, at an annual payroll of approximately \$90,000,000; and (ii) retain approximately 1,255 permanent full-time equivalent jobs at a total annual payroll of \$164,635,101.

T. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.

U. The City, upon recommendation of the City’s Department of Community and Economic Development (“**DCED**”), believes that the 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 Project by entering into this Agreement, providing the tax exemption as described herein and in the Service

Agreement and cooperative agreement, and by providing the financial assistance as described herein for the Intersection Improvements.

V. The City Public Infrastructure Improvement Grant for this Agreement was authorized by Ordinance No. 191-2022, passed by City Council on June 23, 2022. Execution of this Agreement and the Port Authority Documents was authorized by the TIF Ordinance and Ordinance No. [____]-2024, passed by City Council on [____], 2024. Notwithstanding anything to the contrary in this Agreement, the City's obligations hereunder are conditioned upon the passage of any and all other required legislation by City Council.

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

1. DUE DILIGENCE INVESTIGATIONS.

(A) Due Diligence Items. Following the parties' execution of this Agreement and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver to the City the following items (the "**Due Diligence Items**"):

- (i) *Title:* A copy of Developer's Owner's Policy of or Commitment for Title Insurance showing that Developer (or its affiliates) owns good and marketable fee simple title to the Phase 3 Project Site where the Phase 3 Improvements will be constructed;
- (ii) *Survey:* ALTA survey(s) of the Phase 3 Project Site upon which the Phase 3 Improvements will be constructed, showing all easements and other matters of record that can be shown on a survey;
- (iii) *Appraisal:* A projected "as built" appraisal of the Private Improvements (but only if such an appraisal is required by the Port Authority);
- (iv) *Site Plan:* A detailed site plan showing the proposed location of the Private Improvements, the Public Infrastructure Improvements, and the Intersection Improvements;
- (v) *Environmental:* A copy of whatever environmental reports Developer obtains or has obtained in connection with the Phase 3 Project, including, at a minimum, a Phase I environmental site assessment under current ASTM standards;
- (vi) *Engineering Studies:* Geotechnical or other engineering studies for (a) the parcels upon which the Public Infrastructure Improvements will be constructed, and (b) the area where the Intersection Improvements will be constructed;
- (vii) *Construction Schedules:* A detailed construction timeline showing anticipated commencement and completion dates for the Project, including significant milestones;
- (viii) *Budget:* A detailed and updated budget for the Project;
- (ix) *Financing:* Evidence satisfactory to the City that Developer has obtained all financing necessary to complete the Project;
- (x) *New Legal Descriptions and Surveys:* Updated legal descriptions and ALTA property surveys for the Office Site, and the Garage Site, if applicable;
- (xi) *Service Payment Projections:* A detailed analysis showing the projected statutory service payments in lieu of taxes (the "**Statutory Service Payments**") that will be generated from the Private Improvements;
- (xii) *Port Authority Documents:* Such other information and documentation as may be required by the Port Authority; and
- (xiii) *Other Information:* Such other information and documents pertaining to Developer or the Project as the City may reasonably require.

(B) Copies of Due Diligence Items to Be Provided to City. Without limitation of Developer's other obligations under this Agreement, prior to the issuance of the TIF Bonds, and as such Due Diligence Items are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the

inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer.

(C) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered to the City shall be recent (i.e., prepared or updated, as the case may be, within 3 months from the date that the item is delivered to the City) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the Due Diligence Items, Developer and the City may conduct whatever additional investigations concerning the Project as they deem necessary, including, without limitation, investigations into the feasibility and likelihood of Developer obtaining all building, zoning, and other approvals from the City's Department of Buildings and Inspections ("**B&I**"), the Department of City Planning and Engagement ("**Planning**"), the City Planning Commission, the Department of Transportation and Engineering ("**DOT**"), and any other applicable City departments, agencies or boards. If, prior to the issuance of the TIF Bonds, any party determines that the Phase 3 Project is not feasible for any reason, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other parties written notice thereof, whereupon this Agreement shall terminate and the parties hereto shall thereafter have no rights or obligations hereunder. Unless otherwise directed by the DCED Director, Developer shall deliver all the Due Diligence Items to be provided by Developer to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. The termination rights of the parties under this paragraph shall automatically terminate upon the issuance of the TIF Bonds.

2. PLANS AND CONSTRUCTION.

(A) Preparation of Plans and Specifications. Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval prior to commencement of construction of the Project; *provided* that DCED may only withhold approval if such plans and specifications (i) reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibits B-1 and B-2, in each case as determined in DCED Director's sole and absolute discretion. The approved plans and specifications for the Project (including any and all changes thereto, subject to the City's review and approval on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**". Developer shall submit any and all proposed changes to the Final Plans to DCED for review and approval.

(B) Construction Bids. Following the parties' execution of this Agreement, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids for the Project, Developer shall submit to the City an updated construction budget and construction schedule for the Project.

(C) Commencement and Completion of Construction. Developer shall complete, or cause to be completed, the Project, and all components thereof, in accordance with Exhibits B-1, B-2, and B-3, and substantially as reflected in the Final Plans, and in compliance with all applicable laws. Developer shall commence and complete the applicable portions of the Project in accordance with the deadlines specified below.

(i) Private Improvements. Developer shall commence, or cause to be commenced, construction of the Private Improvements not later than [July 1, 2024]. Developer shall complete construction, substantially in accordance with the Final Plans and substantially in accordance with Exhibit B-1 with respect to the Private Improvements, no later than [December 31, 2026].

(ii) Public Infrastructure Improvements. Developer shall commence construction of the Public Infrastructure Improvements not later than [_____, 20__]. Developer shall complete construction, substantially in accordance with the Final Plans and

substantially in accordance with Exhibit B-2 with respect to the Public Infrastructure Improvements, not later than [_____, 20__].

- (iii) Intersection Improvements: Developer shall commence construction of Intersection Improvements not later than [3 months from the Effective Date]. Developer shall cause the Intersection Improvements to be constructed in a good and workmanlike manner, and to be completed, substantially in accordance with the Final Plans and substantially in accordance with Exhibit B-3 with respect to the Intersection Improvements, not later than October 31, 2024 (the “**Intersection Improvement Completion Deadline**”). Following completion of the Intersection Improvements, Developer shall, as necessary, remove, replace and/or repair (or cause the removal, replacement and/or repair of) faulty, defective or improper work, materials or equipment discovered during the period of time beginning on the Intersection Improvement Completion Deadline and continuing for one year thereafter, or until all repairs and corrections are completed to the satisfaction of the Director of DOTE, in his or her sole and absolute discretion, whichever occurs last (the “**Warranty Period**”). No later than two weeks prior to the expiration of the Warranty Period, Developer shall schedule a date for the inspection of the Intersection Improvements with Developer and with DOTE (the “**Warranty Inspection**”). Upon expiration of the Warranty Period and satisfactory completion of all warranty work as confirmed at the Warranty Inspection, DOTE will issue a letter to the Developer confirming that all work has been completed. Developer will provide the City with a customary payment and performance bond with respect to the Intersection Improvements (as more fully described in Section 3(D), the “**Payment and Performance Bond**”). The Payment and Performance Bond shall remain in effect until the expiration of the Warranty Period.

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

(E) Applicable Laws. Developer 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 Project. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from Planning, B&I, DOTE, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.

(F) Inspection of Work. During construction, the City, its employees, and agents shall have the right at all reasonable times to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement. Notwithstanding anything to the contrary in this paragraph (F) or this Agreement, nothing herein shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise.

(G) Mechanics' Liens. Developer shall not permit any mechanics' or other liens to be filed against the Project Site during construction. If a mechanic's lien shall at any time be filed, Developer shall within 30 days after notice of the filing thereof, cause the same to be discharged of record, bonded, insured over, or otherwise cause the Project Site to be released from the lien pursuant to the procedures Ohio Revised Code Section 1311.11.

(H) DOTE Permits and Fees. Developer acknowledges that it may be required to obtain a barricade permit or other related permits when the Project necessitates, or as otherwise required by DOTE for the Project. Developer shall pay DOTE for any fees related to such permits, including for the closure of the sidewalk and the curb lane of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof. DOTE shall have the right to evaluate Developer's need

for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(I) Completion Guaranty. Prior to execution by the City of the Port Authority Documents, Developer shall cause the August J. Troendle Revocable Trust or another guarantor approved by the City, in the City's sole and absolute discretion (such entity, whether it be the August J. Troendle Revocable Trust or another guarantor, being hereinafter referred to as "**Guarantor**"), to execute a guaranty of completion with respect to Developer's obligation to complete the Project, which shall be in substantially the form of Exhibit F (Form of Completion Guaranty) hereto (the "**Completion Guaranty**").

3. CITY'S FINANCIAL ASSISTANCE.

(A) Project TIF Revenue. The City's funding commitment shall be subject to and contingent upon, without limitation, the execution and continued effectiveness of this Agreement, the Service Agreement, and the cooperative agreement. The City's funding commitment under this Agreement shall be limited to providing the Project TIF Revenue to the Port Authority for payment of the Bond Obligations, all in accordance with one or more separate agreements to be executed by the City, Developer, and the Port Authority. To the extent the Project TIF Revenue provided by the City is insufficient to satisfy the Bond Obligations, the City shall have no responsibility for the shortfall. As between the City and Developer, and except for the City's agreement to provide the Project TIF Revenue to the Port Authority, Developer shall be solely responsible for all costs associated with the Phase 3 Project. Developer acknowledges and agrees that the City will not provide the Project TIF Revenue to the Port Authority for payment of the Bond Obligations other than with respect to service payments for tax years falling within the period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City.

(B) Excess Project TIF Revenue. To the extent the Project TIF Revenue in any year exceeds the amount payable to the Port Authority for payment of the Bond Obligations for such year, as more particularly described in one or more separate agreements to be executed by the City, Developer, and the Port Authority, the City shall be entitled to retain and use such excess Project TIF Revenue for any lawful purpose. For the avoidance of doubt, to the extent the Project TIF Revenue associated with any portion of the Phase 3 Project is not to be used to secure Bond Obligations associated with the applicable phase of the TIF Bonds, for any reason, the City shall be entitled to retain and use such excess Project TIF Revenue for any lawful purpose.

(C) City Public Infrastructure Improvement Funds.

(i) Amount and Terms of Grant; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to provide the City Public Infrastructure Improvement Grant to Developer from City capital funds, in an amount not to exceed \$1,500,000 (the "**City Public Infrastructure Improvement Funds**"). The City Public Infrastructure Improvement Funds shall be used throughout construction of the Public Infrastructure Improvements itemized on Exhibit B-2 and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the City Public Infrastructure Improvement Funds for the Private Improvements, the Intersection Improvements, design fees or other soft costs, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. The City and the Developer may, in their mutual discretion, elect to apply the City Public Infrastructure Funds to the Port Authority pursuant to the Port Authority Documents for the purpose of effecting a unified financing for the Public Infrastructure Improvements together with the proceeds of the Bond Obligations.

(ii) Disbursement. The City shall disburse the City Public Infrastructure Improvement Funds as described in Exhibit G (Disbursement of City Public Infrastructure Improvement Funds) hereto, and in accordance with the Port Authority Documents. Notwithstanding anything herein to the contrary, the City shall have no obligation to disburse any of the City Public Infrastructure Improvement Funds until all of the conditions for disbursement set forth in Exhibit G have been satisfied. Upon request, Developer shall

provide to the City written documentation demonstrating the proper use of the City Public Infrastructure Improvement Funds to fund its construction of the Public Infrastructure Improvements.

(D) Intersection Improvement Funds.

(i) Amount and Terms of Grants; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to provide the Intersection Improvement Funds to Developer in an amount not to exceed \$525,000 from (a) the City Intersection Grant, (b) the ODOT Grant, and (c) the ODOD Grant. In the event the City does not receive all or any portion of the ODOT Grant from ODOT, or the ODOD Grant from ODOD, the City reserves the right to adjust the amount of Intersection Improvement Funds, up to and including reducing the amount of the Intersection Improvement Funds to the amount of the City Intersection Grant. The proceeds of the Intersection Improvement Funds shall be used throughout construction solely to finance the actual construction costs paid by Developer in connection with the Intersection Improvements as itemized on Exhibit B-3 and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Intersection Improvement Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Intersection Improvement Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Intersection Improvements.

(ii) State Grant Obligations. Developer agrees to comply with and assist the City in complying with any provisions required of the City as a condition of receiving the ODOT Grant, the ODOD Grant, or any federal statutes, rules, regulations, executive orders, or other grant conditions which may be applicable to the Intersection Improvements. The conditions of the ODOT Grant and ODOD Grant are attached as Exhibit H (ODOT and ODOD Grant Conditions) hereto (the "**State Grant Conditions**") and are incorporated by reference into this Agreement. In the event Developer violates any of the State Grant Conditions, or if proceeds from the ODOT Grant or ODOD Grant are required to be paid back to ODOT or to ODOD (as applicable) as a result of Developer's violation of the State Grant Conditions, Developer agrees to reimburse the City for any amounts paid and/or forego the receipt of any amounts to be paid from the ODOT Grant and/or the ODOD Grant.

(iii) Disbursement. The City shall disburse the Intersection Improvement Funds throughout completion of the Intersection Improvements, as described in Exhibit I (Disbursement of Intersection Improvement Funds) hereto. Notwithstanding anything herein to the contrary, the City shall have no obligation to disburse any of the Intersection Improvement Funds until all of the conditions for disbursement set forth in Exhibit I have been satisfied. Upon request, Developer shall provide to the City written documentation demonstrating the proper use of the Intersection Improvement Funds to fund its construction of the Intersection Improvements.

(iv) Payment and Performance Bond. Prior to commencement of construction of the Intersection Improvements, the Developer will provide to the City a payment and performance bond covering the Intersection Improvements work in form and substance consistent with City requirements for similar traffic improvements elsewhere in the City.

(v) Separate Project. For the avoidance of doubt, the Intersection Improvements are a distinct project from the Private Improvements and Public Infrastructure Improvements. The Intersection Improvements are included in this Agreement for convenience of the parties in documenting the terms and conditions upon which the City will disburse funds for the construction thereof, and documenting the terms upon which the Developer agrees to construct such improvements. However, such improvements are a separate project from the Private Improvements and Public Infrastructure Improvements for all other purposes.

(E) No Other City Assistance. As a material inducement to the City to enter into this Agreement, Developer agrees that it shall not request or expect to receive any additional funding, real estate or income tax abatements, or other financial assistance from the City in connection with the Project

in the future, either for itself, for the benefit of Medpace, tenants or other occupants of the Office Site, or for the benefit of any other third party unless the City agrees to the contrary in writing.

4. INSURANCE; INDEMNITY.

(A) Insurance during Construction. From the time that construction associated with the Project commences, and until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$10,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders or by the Port Authority, and (v) such other insurance as may be reasonably required by the City. Developer'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 Project, Developer 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, Developer 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. Developer hereby waives all its claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its 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 to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of Developer in connection with the Project. The obligations of Developer under this paragraph shall survive termination of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages.

5. CASUALTY; EMINENT DOMAIN. If the Project is damaged or destroyed by fire or other casualty during construction, or if any portion of the Project Site is taken by exercise of eminent domain (federal, state, or local), Developer (if applicable) shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Project Site was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications if they deviate from the original City-

approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project Site is being repaired or restored.

6. **DEFAULT; REMEDIES.**

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

(i) Prior to the expiration of the TIF Exemption:

- (a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by any such entity, or the making by any such entity of an assignment for the benefit of creditors, or
- (b) the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor (during the term of the Guaranty), the appointment of a receiver (temporary or permanent) for any such entity, the attachment of, levy upon, or seizure by legal process of any property of any such entity, or the insolvency of any such entity, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City’s satisfaction within 60 days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe (or cause to be performed or observed) any obligation, duty, or responsibility under this Agreement or any other Project Document (*provided that* a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer to correct such default within 30 days after the receipt by Developer of written notice thereof from the City (the “**Cure Period**”), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after Developer’s receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after receipt of the City’s initial notice of default. Notwithstanding the foregoing, if Developer’s failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, “**Specified Default**” means the occurrence of any of the following:

- (a) **Payment Default.** Any Statutory Service Payment or minimum service payment, as applicable (together, the Statutory Service Payments and minimum service payments are referred to herein as the “**Service Payments**”), is not made when due under the Service Agreement (a “**Payment Default**”). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City’s ability to transfer amounts to the Port Authority for payment of the Bond Obligations.
- (b) **Development Default.** Developer (1) fails to (x) diligently prosecute the work related to the Project as provided herein, or (y) complete the Project in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3 and substantially in accordance with the Final Plans for the Project, or (2) abandons the Project.
- (c) **Misrepresentation.** Any representation, warranty, or certification of Developer made in connection with this Agreement or any other Project Document shall prove to have been false or materially misleading when made; or

(iii) any event of default under the JCRTC Agreement.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof, (ii) with or without terminating this Agreement, demand that Developer repay to the City all previously disbursed (a) City Public Infrastructure Improvement Funds in the event of default under Section 2(C) with respect to the Project, and/or (b) Intersection Improvement Funds, in the event of default related to the Intersection Improvements (iii) take such actions in the way of “self-help” as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iv) 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. Developer shall be liable for all costs and damages, including, without limitation, attorneys’ fees, suffered or incurred by the City as a result of a default or event of default of Developer under this Agreement or the City’s termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

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

To the City:
City Manager
City of Cincinnati
801 Plum Street,
Cincinnati, Ohio 45202

with a copy to:

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

To Developer:
RBM Development Company, LLC
5375 Medpace Way,
Cincinnati, Ohio 45227
Attention: Stephen Ewald, General Counsel

with a copy to:

Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202
Attention: [James J. McGraw/Andrew Spoor,
Esq.]

If Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Developer hereby makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

(i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, and is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business 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 or any other Project Document.

(ii) Developer has full power and authority to execute and deliver this Agreement and every other Project Document to which it is or will be a party and to carry out the transactions provided for herein and therein. This Agreement and each other Project Document to which Developer is a party has by proper action been duly authorized, executed, and delivered by Developer and all actions necessary have been taken to constitute this Agreement and the other Project Documents to which Developer is a party, when executed and delivered, valid and binding obligations of Developer.

(iii) The execution, delivery, and performance by Developer of this Agreement and each other Project Document to which Developer is a party and the consummation of the transactions contemplated hereby and thereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement, or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence, during the period prior to the expiration of the TIF Exemption, of any litigation, labor dispute, or governmental proceeding or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect Developer's financial condition or its completion of the Project.

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

(vii) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, neither Developer nor its affiliates are in breach of any of their obligations to the City under any existing agreements with the City nor does Developer or any of its affiliates owe any fines, penalties, judgment awards, or any other amounts to the City.

9. REPORTING REQUIREMENTS.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, reviewed financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following the satisfaction of the Bond Obligations, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit the Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Reports Related to Intersection Improvements.

(i) Annual Reports. Beginning after the Effective Date of this Agreement and continuing each year during construction of the Intersection Improvements, Developer shall submit a report to the City detailing all of the following: (a) the number of employees first hired by Developer, Medpace, and any other companies benefitting at the Phase 3 Project Site on or after the Effective Date of this Agreement, (b) the number of employees first employed at the Medpace Campus prior to the Effective Date

and retained at the Phase 3 Project Site on or after the Effective Date, (c) the corresponding payroll information for the employees at the Phase 3 Project Site, and (d) the total investment made by Developer to date (collectively, the “**Annual Roadwork Report**”). Annual Roadwork Reports shall be submitted by Developer for each year (or part of a year) during the construction of the Intersection Improvements and each report shall be submitted no later than February 1, following the year first covered by such Annual Roadwork Report.

(ii) Close-Out Reporting. No later than 30 days from the Intersection Improvement Completion Deadline, Developer must submit a report to the City detailing (a) the amount of allocated Intersection Improvement Funds used for the Intersection Improvements, (b) amount of Intersection Improvement Funds being returned by Developer (if any), (c) number of jobs actually created as a result of the Intersection Improvements, (d) summary of the impact the Intersection Improvement Funds had on the operations of Developer and of Medpace; and (e) any other information that the City may reasonably request in order to satisfy its obligations to ODOT and ODOD with respect to the State Grant Conditions.

(D) Confidential Information. Developer may specify that certain Records and Reports are or may be confidential to the business of Developer or its affiliates by conspicuously marking such Records and Reports as “confidential,” “trade secret,” “do not disclose,” or the like, in which event the City shall use reasonable efforts to ensure that such Records and Reports remain confidential; provided, however, that the City’s obligations under this clause shall be subject and subordinate to the City’s obligations under public records laws in all respects, and the City will in no way be liable for disclosures made in order to comply with public records requests.

10. GENERAL PROVISIONS.

(A) Assignment; Change in Control.

(i) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City Manager; provided however, that the City will not unreasonably withhold its consent to the assignment by Developer to an entity wholly-owned or controlled by Developer’s majority interest member, Dr. August J. Troendle, or his revocable trust, the August J. Troendle Revocable Trust (either, or together, being “**Troendle**”). The City may require the execution of an amendment hereto or other clerical documentation to effect such assignment or substitution of parties.

(ii) Change of Control. Developer shall not permit a Change of Control (as defined below) without the prior written consent of the City. As used herein, “**Change of Control**” means a change in the ownership of Developer such that Troendle, or any entity directly or indirectly controlled by Troendle, has less than a 50.1% direct or indirect voting interest in Developer and lacks the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, 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) Amendments and Waivers. The provisions of this Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

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

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

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

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

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

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

(K) No Brokers. Developer hereby represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

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

(N) Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses, and other approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements, including, without limitation, those set forth on Exhibit J (Additional Requirements) that which are applicable to the Project.

(O) Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by electronic signature.

(P) Transfer of Fee or Leasehold Title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer (or its affiliates) from entering into a sale (or lease) and leaseback arrangement with respect to portion(s) of the Phase 3 Project Site in which fee or leasehold title to the Phase 3 Project Site (or any portion thereof) is held by the Port Authority (the "**Port Authority**

Arrangement"); *provided, however*, that (i) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Phase 3 Project building materials, and (ii) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of the Port Authority Arrangement, at least 10 business days prior to any conveyance of any portion of the Phase 3 Project Site to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained or the fee interest in the Phase 3 Project Site, Developer (or its affiliates) may convey fee or leasehold interest to the Port Authority, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port Authority may convey such interest back to Developer pursuant to the terms contained in the agreement memorializing the Port Authority Arrangement. Developer hereby provides notice to the City that Developer (or its affiliates) will enter into the Port Authority Arrangement.

11. FEES AND EXPENSES.

(A) Initial Administrative Fee. Upon the execution of this Agreement, Developer shall pay the City a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) City Solicitor Legal Fee. Upon the closing of the TIF Bonds, Developer shall pay the City a non-refundable legal services fee of \$20,000 from the TIF Bond proceeds as consideration for the resources expended by the City of Cincinnati Solicitor's office to advance the Project, finance the Public Infrastructure Improvements, finance the Intersection Improvements, and in addition to the fees of the City's outside legal counsel contemplated in Section 11(C).

(C) City's Outside Counsel Fees Associated with TIF Bonds. Developer shall pay any and all outside counsel fees incurred by the City related to the negotiations and issuance of the TIF Bonds out of the proceeds of the TIF Bonds, or in some other manner mutually acceptable to Developer and the City.

(D) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the current tax year, or (ii) the documented, reasonable out-of-pocket fees, costs, charges, and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent the Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(D) shall terminate and cease to be effective in the event the City's obligation to transfer amounts to the Port Authority for payment of the Bond Obligations permanently cease in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the City's transferring amounts to the Port Authority for payment of the Bond Obligations shall not cause the provisions of this Section 11(D) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(D) are not refundable once withheld by the City or otherwise paid.

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

- | | |
|--------------------|---|
| <u>Exhibit A-1</u> | - <i>Site Plan for Medpace Campus</i> |
| <u>Exhibit A-2</u> | - <i>Legal Description – CPU Site</i> |
| <u>Exhibit A-3</u> | - <i>Legal Description – Office Site</i> |
| <u>Exhibit A-4</u> | - <i>Legal Description – Garage Site</i> |
| <u>Exhibit A-5</u> | - <i>Site Plan & Legal Description of Intersection Improvements</i> |
| <u>Exhibit B-1</u> | - <i>Description of Private Improvements</i> |
| <u>Exhibit B-2</u> | - <i>Description of Public Infrastructure Improvements</i> |

<u>Exhibit B-3</u>	- <i>Description of Intersection Improvements</i>
<u>Exhibit C-1</u>	- <i>Preliminary Budget – Private Improvements</i>
<u>Exhibit C-2</u>	- <i>Preliminary Budget – Public Infrastructure Improvements</i>
<u>Exhibit C-3</u>	- <i>Preliminary Budget – Intersection Improvements</i>
<u>Exhibit D-1</u>	- <i>Sources of Funds – Private Improvements</i>
<u>Exhibit D-2</u>	- <i>Sources of Funds – Public Infrastructure Improvements</i>
<u>Exhibit D-3</u>	- <i>Sources of Funds – Intersection Improvements</i>
<u>Exhibit E</u>	- <i>Form of Service Agreement</i>
<u>Exhibit F</u>	- <i>Form of Completion Guaranty</i>
<u>Exhibit G</u>	- <i>Disbursement of City Public Infrastructure Improvement Grant</i>
<u>Exhibit H</u>	- <i>ODOT and ODOD Grant Conditions</i>
<u>Exhibit I</u>	- <i>Disbursement of Intersection Improvement Funds</i>
<u>Exhibit J</u>	- <i>Additional Requirements</i> (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURES ON FOLLOWING PAGE]

Executed by the entities below on the dates indicated below their signatures, effective as of the latest of such dates (the “**Effective Date**”).

CITY OF CINCINNATI

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

Date: _____, 2024

RBM DEVELOPMENT COMPANY, LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 2024

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A-1
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Site Plan for Medpace Campus



Exhibit A-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Legal Description – CPU Site

Auditor's Parcel No. 036-0001-0013-00

All the following described real estate, land and premises, situate, lying and being in Madisonville, Cincinnati, Hamilton County, Ohio and being all that lot of ground and premises is Section Sixteen (16), Township Four (4), Fractional Range Two (2), Miami Purchase.

Beginning at a stake in the center of a street fifty (50) feet wide, now known as Hetzell Street, a distance of 546 $\frac{3}{10}$ feet East from the West line of said Section 16, and being 230 feet south of the South line of B.M. Stewart's tract, formerly owned by Edward N. Hidden; thence running South $87\frac{1}{2}$ degrees East 324 $\frac{7}{10}$ feet; thence South $2\frac{1}{4}$ degrees West 235 feet to the North line of the Marietta and Cincinnati Railroad, (now known as The Baltimore and Ohio Railroad); thence westerly with said Railroad line 150 feet (148.33 feet per survey of Roger B. Ward, dated October 1968); thence North $8\frac{1}{2}$ degrees West 32 $\frac{1}{2}$ feet; thence westerly with said Railroad line 176 $\frac{5}{10}$ feet; thence North $2\frac{1}{4}$ degrees East 265 $\frac{9}{10}$ feet to the place of beginning, containing 1 $\frac{96}{100}$ acres of land, more or less, subject, however to all legal highways and an existing sewer line easement across the premises owned by the City of Cincinnati.

Exhibit A-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Legal Description – Office Site

3.5258 ACRES

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, County of Hamilton, State of Ohio, being located on the south side of Medpace Way, and on the north side of Hetzel Street, and being more particularly described as follows:

Commencing at the southwesterly most corner of Port of Greater Cincinnati Development Authority (Official Record 13213, Page 2422), in the northerly line of an existing 50-foot right-of-way of Hetzel Street, and in the easterly line of an existing 60-foot right-of-way of Old Red Bank Road, being a 5/8 iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street, being the southerly line of Port of Greater Cincinnati Development Authority, South 85°22' 17" East for a distance of 250.00 feet to a point, being a 5/8 iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street, South 85°22'17" East for a distance of 18.00 feet to a point, being a chiseled notch (set) in a concrete driveway being the true Point of Beginning for the property described herein;

Thence leaving the right-of-way and continuing, North 4°55'22" East for a distance of 205.00 feet to a point, being at 5/8 iron pin with cap (set) at a concrete wall footer;

Thence continuing South 85°22'17" East for a distance of 57.46 feet to a point, being a 5/8" iron pin with no cap (found);

Thence continuing with the common line of the Port Authority and 300 Medpace Way, LLC, North 4°11 '33" East for a distance of 161.37 feet to a point, being a 5/8" iron pin with no cap (found);

Thence continuing with the said common line, North 35°37'14" East for a total distance of 164.18 feet to a point in the southerly line of Medpace Way, being a chiseled notch in a sidewalk (set);

Thence continuing with the said southerly line of Medpace Way, South 70°04'36" East for a distance of 98.66 feet to a point, being a 5/8" iron pin with cap (set);

Thence leaving the easterly line of Medpace Way and continuing with the common line with 200 Medpace Way, LLC for the following five (5) courses;

South 54°31'38" East for a distance of 145.23 feet to a mag nail (set); South 04°26' 11" West for a distance of 201.62 feet to a mag nail (set); South 04°55'22" West for a distance of 151.93 feet to a mag nail (set); South 63°52'25" East for a distance of 71.44 feet to a mag nail (set); South 04°37'43" West for a distance of 26.89 feet to a point in the northerly right-of-way of Hetzel Street, being a 5/8" iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street for the following two (2) courses:

North 85°22' 17" West for a distance of 106.44 feet to a point, being a 5/8" iron pin with cap (set);

North 85°22' 17" West for a distance of 321.60 feet to the said Point of Beginning.

The above-described parcel of land contains 3.5258 acres (153,582 .07 S.F.), and is subject to all easements and rights-of-way of record.

The original source of bearings for this survey are based on a plat of survey by Kleingers and Associates and a dedication plat of Medpace Way (P.B. 430, PG. 20-21) of the Hamilton County Recorder's Office).

The above description was prepared by Robert H. Roush, Jr., Ohio Professional Surveyor, No. 7999, for Surveying and Mapping, LLC, based upon a survey made by me or others under my direction, in August 2023, and that all monuments have been found or set as shown. Iron pins denoted as (set) are 5/8" diameter with a yellow plastic cap stamped "**SAM** LLC".

Exhibit A-4
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Legal Description – Garage Site

CONSOLIDATED LEGAL DESCRIPTION
2.3668 ACRES

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, County of Hamilton, Ohio, being a consolidation of the tracts of land conveyed to 200 Medpace Way, LLC in O.R. 15136, PG 882, and O.R. 15136, PG 887 of the Hamilton County, Ohio Recorder's Office, being more particularly described as follows:

Beginning at a point in the northwest intersection of the rights-of-way of Covington Avenue and Stewart Avenue, being the southeasterly corner of the Grantor, and being a 5/8" iron pin with cap (set);

Thence continuing with the northerly right-of-way of Covington Avenue and the Grantor's southerly line North 85°36'38" West for a distance of 570.99 feet to a point in the westerly right-of-way of Armada Place, being a 5/8" iron pin with cap (set);

Thence leaving the said rights-of-way and continuing with the division line with 200 Medpace Way, LLC (Remainder Tract), North 85°36'38" West for a distance of 78.92 feet mag nail (set);

Thence continuing with the said division line, North 04°25'22" East for a distance of 141.25 feet to a point, being a mag nail (set);

Thence continuing North 04°25'22" East for a distance of 18.00 feet to a point, being a mag nail (set);

Thence continuing with the Grantor's new northerly line, South 85°34'38" East for a distance of 646.36 feet to a point in the said westerly right-of-way of Stewart Avenue, being a cross notch set in sidewalk;

Thence continuing with said westerly right-of-way, South 03°08'22" West for a distance of 18.00 feet to a point;

Thence continuing with said westerly right-of-way, South 03°08'22" West for a distance of 140.91 feet to the said Point of Beginning.

The above-described consolidated parcel of land contains 2.3668 acres (103,096.70 S.F.), and is subject to all easements and rights-of-way of record.

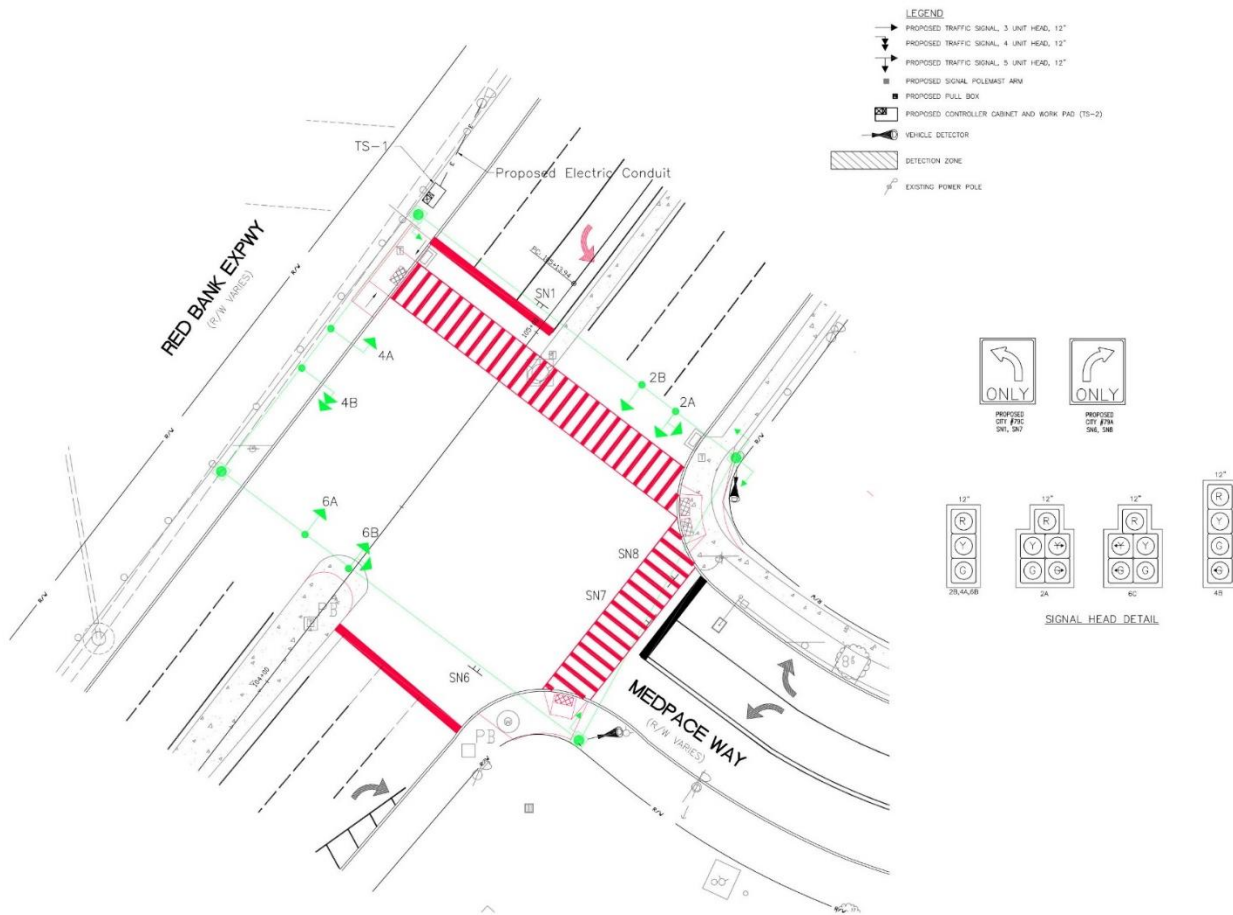
The original source of bearings for this survey are based on a plat of survey by Kleingers and Associates and a dedication plat of Medpace Way (P.B. 430, PG. 20-21) of the Hamilton County Recorder's Office).

The above description was prepared by Robert H. Roush, Jr., Ohio Professional Surveyor, No. 7999, for Surveying and Mapping, LLC, based upon a survey made by me or others under my direction, in August 2023, and that all monuments have been found or set as shown. Iron pins denoted as (set) are 5/8" diameter with a yellow plastic cap stamped "SAM LLC".

Exhibit A-5
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Site Plan & Legal Description of Intersection Improvements

I. Site Plan



II. Legal Description

Situated in Section 22, Town 4, Fractional Range 2, Town 4, Sectional Range 2, City of Cincinnati, Hamilton County, Ohio and, and being more particularly described as follows:

Commencing at the north corner of Section 22, Town 4, Fractional Range 2, also being the centerline of Madison Road and Red Bank Expressway;

Thence with Section 22, S 03°17'22" E, a distance of 546.07 feet to a point in the north Right of way of Medpace Way;

Thence leaving said Section 22 and following the said Right of way, N 85°45'46" E, 45.00 feet, to a point;

Thence continuing with said Right of way; N 86°42'38" W, 55.79 feet, to a point;

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Thence continuing with the Right of way, with a curve to the right having an arc length of 75.84 feet, a radius of 120.00 feet and being subtended by a chord bearing N 68°36'25 W for 74.58 feet to a point;

Thence continuing with said Right of way, N 50°30' 03" W, 1.38 feet, to a point; on the easterly Right of way of Red Bank Expressway; being the **Point of Beginning**.

Thence leaving the northern Right of way of Medpace Way, S 39°29' 52" W, 60.00 feet, to a point on the southerly side of Medpace Way;

Thence continuing along the southerly Right of way of Medpace Way , N 50°30' 08" W, 10.00 feet, to a point;

Thence continuing with the southerly Right of way of Medpace Way, with a curve to the left having an arc length of 23.29 feet, a radius of 15.00 feet and being subtended by a chord bearing S 85°00'33" W for 21.02 feet to a point on the easterly Right of way of Red Bank Expressway;

Thence continuing with the southerly Right of way of Red Bank Expressway, S 40°31'13" W, 10.01 feet;

Thence leaving said right of way, N 52°26'52" W, 101.55 feet, to a point of the westerly Right of way of Red Bank Express Way;

Thence continuing with said westerly Right of way, N 37°33'08" E, 107.16 feet, to a point;

Thence continuing with the westerly right-of-way of Red Bank Expressway with a curve to the left having an arc length of 29.78 feet, a radius of 1440.00 feet and being subtended by a chord bearing N 36°57'36" E for 29.78 to a point;

Thence leaving said westerly right of way, S 52°26'52" W, 106.50 feet, to a point of the easterly Right of way of Red Bank Expressway;

Thence continuing with the easterly right-of-way of Red Bank Expressway with a curve to the left having an arc length of 38.68 feet, a radius of 1545.00 feet and being subtended by a chord bearing S 36°52'46" W for 38.68 to a point;

Thence leaving the easterly right-of-way of Red Bank Expressway with a curve to the left having an arc length of 20.74 feet, a radius of 15.00 feet and being subtended by a chord bearing S 5°02'39" E for 19.13 to a point on the northerly Right of way of Medpace Way;

Thence continuing said northerly right of way, S 50°30'03" E, 10.00 feet, to the **Point of Beginning**.

Containing 0.365 acre of land, more or less, subject to all easements, conditions, covenants, restrictions, and rights-of-way of record. The Basis of Bearings is from a field survey reference by Kleingers & Associates from a survey of the Childrens Home of Cincinnati. This legal description describes the area for the proposed traffic signal and associated road improvements to Red Bank Expressway at the intersection of Red Bank Expressway and Medpace Way

Exhibit B-1
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Description of Private Improvements

Private Improvements (CPU Building & New 300 Office Building)

Private Improvements will consist of Developer's design and construction of:

- New CPU Building
 - An approximately 75,000 square foot facility initially used to host clinical pharmacology units of the Company
- New 300 Office Building
 - An approximately 579,000 square foot, seven story office tower with an integrated approximately 287-space parking garage.

Exhibit B-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Description of Public Infrastructure Improvements

Public Infrastructure Improvements (Off-Street Parking Facility)

The Public Infrastructure Improvements for the Phase 3 Project scope includes, but is not limited to, all design and construction associated with demolition, and construction, installation signage, earth work, storm water management and all other utilities. The location of parking garage is depicted on Exhibit A-1 and will all be constructed in a single phase as follows:

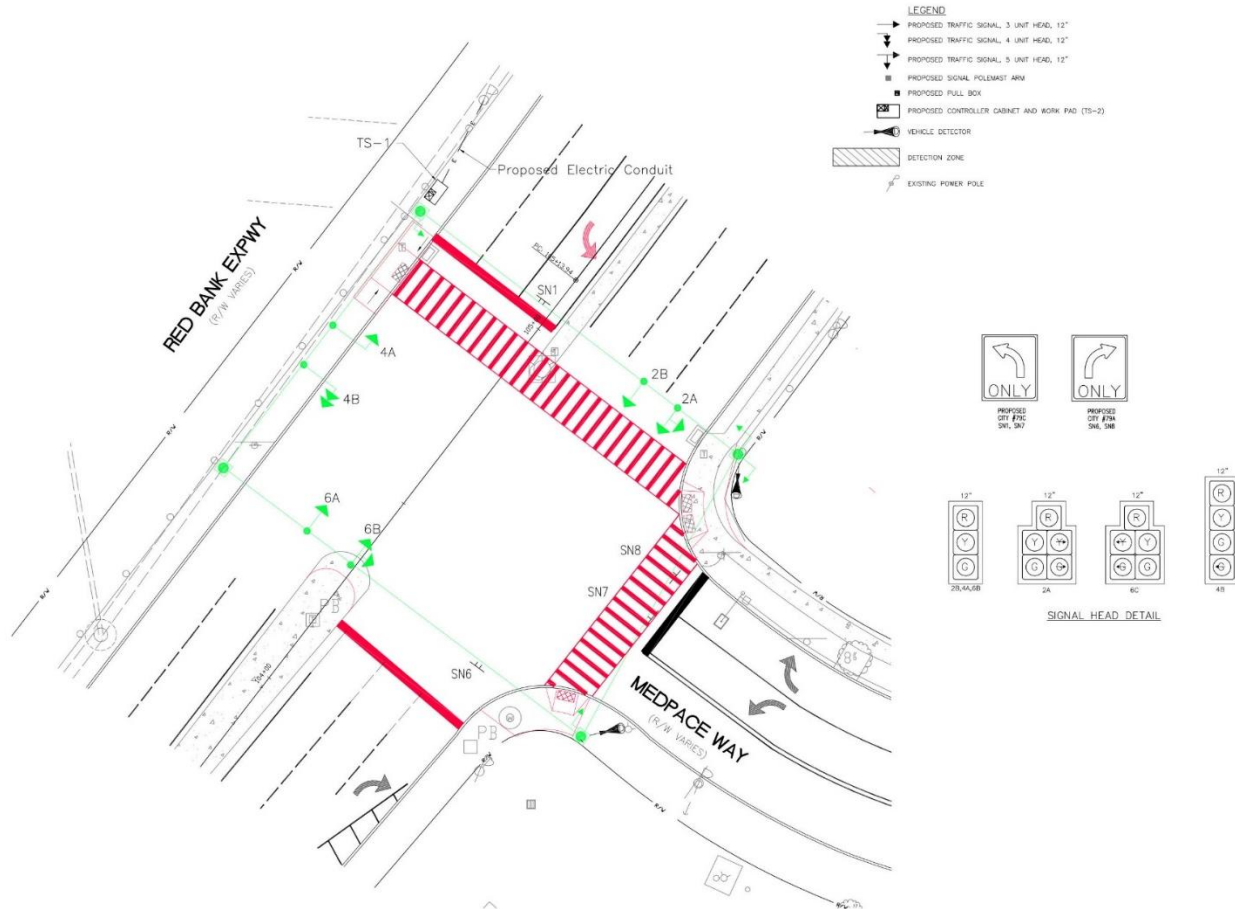
Public Infrastructure Improvements will consist of Developer's design and construction of:

- An approximately 343,000 square foot, 1,107-space standalone parking garage.
 - The parking garage will consist of all work associated with the garage area, including the necessary foundation, footings, caissons, concrete floor, walls, steel, underground utilities, meter pit, fire main service, floor drains, elevators and stairs, garage level lobby finishes, electric heaters, masonry, plumbing, HVAC, sprinkler and electric.
- All design, engineering, plans, specifications and soft costs associated with public improvements
- Demolition
 - Removal and milling of asphalt
 - Removal of underground utilities and foundations, as required.
- Site/Earthwork Improvements
 - Earthwork; rough and fine grading; site preparation of all blocks as necessary for vertical development of the public infrastructure improvements
- Utilities
 - Installation electric and associated lighting, fiber and other communication lines throughout the Garage Site
 - Installation of other new utilities or relocation of existing utilities as needed throughout the project site
- Roads/Driveways/Walkways
 - Installation of street-lights, vegetation, signage, fixtures, exhibits, and installations
 - Roadways and walkways striped, marked, and designated with wayfinding signage

Exhibit B-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Description of Intersection Improvements

Intersection Improvement Description



Developer's roadwork will consist of infrastructure improvements at the intersection of Red Bank Expressway and Medpace Way on the west side of the Medpace Campus. The eligible roadway improvements include new pavement markings, adjustment of the existing elevated medians to allow for proper vehicle movement, and a new traffic signal. Accordingly, Developer shall cause the completion of all of the following with respect to the Intersection Improvements at the Intersection Improvement Site:

1. Roadwork Improvements.
 - a. Site Preparation
 - b. Pavement
 - c. Drainage
2. Technological Improvements.
 - a. Installation of traffic signals,
 - b. Installation of crosswalk signals
 - c. Installation of signage.

Exhibit C-1
to Funding and Development Agreement

(Medpace Phase 3 Expansion Project)

Preliminary Budget – Private Improvements

	USES		
	Private Improvements <i>Building 300</i>	Private Improvements <i>CPU Building</i>	Total
Land	23,077,154	1,000,000	24,077,154
Parking	10,455,984	In Core & Shell	10,455,984
Office Core & Shell	108,266,433	26,800,000	135,066,433
Office TI	47,010,002	In Core & Shell	47,010,002
IT/AV	8,000,000	200,000	8,200,000
FF&E	28,200,000	2,500,000	30,700,000
Sitework	7,873,377	In Core & Shell	7,873,377
Total Hard Costs	232,882,950	30,500,000	263,382,950
Soft Costs @ 10%			26,338,295
Total Project Costs			289,721,245

Exhibit C-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Preliminary Budget – Public Infrastructure Improvements

USES		
	Public Improvements <i>Parking Garage</i>	Total
Construction Hard Costs	33,795,810	33,795,810
Total Hard Costs	33,795,810	33,795,810
Land		1,500,000
Soft Costs		1,879,581
Total Public Infrastructure Costs		37,175,391

Exhibit C-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Preliminary Budget – Intersection Improvements

USES					
	City Funds	ODOD Grant	ODOT Grant	Medpace, Inc. Equity	Total
Roadwork Improvements (site preparation, pavement, drainage, etc.)	22,000.00	40,000.00	25,000	7,000	94,000.00
Technological Improvements (traffic signals, crossing signals, signage, etc.)	83,000.00	160,000.00	100,000	7,000	350,000.00
Subtotal	105,000	200,000	125,000	14,000	444,000.00
Contingency @ 25%	95,000.00			16,000.00	111,000.00
Total Project Costs	200,000.00	200,000.00	125,000.00	30,000.00	555,000.00

The parties may elect to revise this budget to reallocate the funds between budget line items through a letter signed by both the City and Developer. However, in no event will the City add any additional funds to this budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Intersection Improvements.

Exhibit D-1
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Sources of Funds – Private Improvements

SOURCES	
Developer Equity	\$226,150,763.00
Tenant Contribution (Medpace)	\$30,020,482.00
CPU Costs (Medpace)	\$33,550,000.00
Total	\$289,721,245.00

Exhibit D-2
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Sources of Funds – Public Infrastructure Improvements

SOURCES	
Senior Bonds (less financing costs, reserve fund, etc.)	\$27,595,246.98
Subordinate Bonds (less financing costs, reserve fund, etc.)	\$8,080,144.02
City Public Infrastructure Improvement Funds (City capital funds)	\$1,500,000.00
Total	\$37,175,391.00

Exhibit D-3
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Sources of Funds – Intersection Improvements

SOURCES	
City Match	\$200,000
Private Contribution	\$30,000
ODOT Jobs & Commerce Grant	\$125,000
ODOD 629 Grant	\$200,000
Total	\$555,000

Exhibit E
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Form of Service Agreement

SEE ATTACHED

[Each of the CPU Site and Office Site will have their own respective Service Agreements]

[SPACE ABOVE FOR RECORDER'S USE]

Contract No: _____

SERVICE AGREEMENT
(Medpace Phase 3 Expansion Project)

This Service Agreement (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2024 (the “**Effective Date**”), by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and **[Owner of Parcel]**, an Ohio limited liability company, 5375 Medpace Way, Cincinnati, Ohio 45227 (“**Owner**”), pursuant to the terms of a certain *Funding and Development Agreement* between the City and RBM Development Company, LLC, an Ohio limited liability company (the “**Developer**”) and an affiliate of Owner, dated [____], 2024 (the “**Development Agreement**”). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

Recitals:

A. Owner is the fee owner of [[approximately ____] acres of real property located at 5401 Hetzel Avenue, Cincinnati, Ohio 45227, as more particularly described on Exhibit A (Legal Description) hereto (the “**Property**”)] [[approximately 3.52] acres of real property located at [5375] Medpace Way, Cincinnati, Ohio 45227, as more particularly described on Exhibit A (Legal Description) hereto (the “**Property**”)].

B. Pursuant to the terms of the Development Agreement, Developer has agreed to construct or cause to be constructed (i) the Private Improvements, which includes the construction of (a) a new approximately 75,000 square foot commercial building on the CPU Site (the “**CPU Project**”), and (b) a new approximately 580,000 square foot, seven story office building and an approximately 287-space integrated structured parking garage and related private improvements on the Office Site (the “**Office Project**”), and (ii) the Public Infrastructure Improvements, which includes an approximately 1,107-space parking garage (collectively, the “**Improvements**” or the “**Project**”).

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. ____-2024 passed by City Council on _____, 2024 (the “**TIF Ordinance**”), the City has established a so-called project-based TIF for several parcels, including the Property, under Section

5709.40(B) of the Ohio Revised Code (“**ORC**”), such parcels being referred to hereinafter as the “**TIF Parcels**”.

E. Under the TIF Ordinance and in accordance with ORC Section 5709.40(B), et seq. and this Agreement, the increase in assessed value of the Property subsequent to passage of the TIF Ordinance shall be exempt from real property taxes (the “**TIF Exemption**”), and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Exempt Improvements (as defined below) had the TIF Exemption not been granted (“**Statutory Service Payments**”).

F. Pursuant to its authority under Ohio law, including, without limitation, its home rule authority and ORC Section 5709.91, the City requires the Owner to pay Minimum Service Payments (as defined below) as required hereunder (the payments received by the City in the form of Statutory Service Payments and Minimum Service Payments, less any fees charged with respect to the Statutory Service Payments by Hamilton County, being referred to herein collectively as “**Service Payments**”).

G. The Property is located within the City School District of the City of Cincinnati, and the Board of Education of the City School District of the City of Cincinnati (“**Board of Education**”) has, by resolution adopted on February 5, 2020, and by an agreement entered into with the City dated April 28, 2020, approved an exemption of 100% of the assessed valuation of the improvements to the Property for 30 years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement).

H. As provided in the Development Agreement, the City intends to use the Statutory Service Payments, less any fees due to the Hamilton County Auditor with respect to the Statutory Service Payments, to (i) satisfy its obligation to make payments to the Board of Education (the “**School District Compensation**”), (ii) cover certain fees to the City provided in the Development Agreement, (iii) pay the Bond Obligations (as defined in the Development Agreement) issued by the Port of Greater Cincinnati Development Authority (the “**Port Authority**”), pursuant to a Trust Agreement between the Port Authority and the trustee for the Bonds (the “**Trust Agreement**”) and approved by the City, and (iv) to the extent there are any excess Statutory Service Payments, for any lawful purpose.

I. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.40, et seq. and shall define the obligations of Owner, for itself and its successors-in-interest and assigns, with respect to the Service Payments. The Minimum Service Payments, whether paid to the City or to the Bond Trustee, shall constitute minimum service payments obligations pursuant to ORC Section 5709.91, secured by a tax lien as provided in ORC Section 5709.91.

J. Execution of this Agreement has been authorized by City Council by the TIF Ordinance and Ordinance No. []-2024, passed by City Council on [], 2024.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Owner agree as follows:

1. **CONSTRUCTION OF IMPROVEMENTS.** The Owner will cooperate with the Developer to cause the construction of the [CPU Project] [Office Project] component of the Improvements in accordance with the terms of the Development Agreement. Failure to use and operate the Improvements as required under the Development Agreement shall not relieve the Owner of its obligations to make Service Payments as required hereunder. During the Exemption Period, the Owner shall not change the principal use of the Improvements without the City’s prior written consent.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. Declaration that Exempt Improvements are a Public Purpose. The City hereby confirms that, pursuant to ORC Section 5709.40, et seq., and the TIF Ordinance, the City declared that 100% of the increase in the assessed value of the Property subsequent to the passage of the TIF Ordinance (the “**Exempt Improvements**”) constitutes a public purpose and is entitled to exemption from real property taxes for a period of 30 years commencing on the first day of the tax year in which any Exempt Improvements resulting from construction of a structure on the Property first appear on the tax list and duplicate of real and public utility property and that commences after the effective date of the TIF Ordinance (the “**Exemption Period**”).

B. Commencement of Statutory Service Payments. The Owner shall commence paying Statutory Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements resulting from construction of a structure on the Property first appear on the Hamilton County Auditor's tax duplicate. (For example, if Exempt Improvements associated with the construction of a structure on the Property first appear on the tax rolls on January 1, 2025, the Owner's first semi-annual tax payment will be for the tax bill for the First Half 2025, which will become due and payable to the County Treasurer on or about January 2026). The Owner shall pay Statutory Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a “**Service Payment Date**”). The Owner shall continue to make Statutory Service Payments until such time as the Owner has paid the final Statutory Service Payment applicable to the Exemption Period.

C. Amount of Statutory Service Payments. Each semi-annual Statutory Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half ($\frac{1}{2}$) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. (However, if after the first semi-annual Statutory Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Statutory Service Payment shall be adjusted accordingly.) The Statutory Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the Service Payment Date, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Statutory Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), the Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within 30 days after written demand; *provided, however*, that nothing in this sentence shall be construed to require the City to repay to the Owner any amount that would reduce the total payments in any year to an amount less than the Statutory Service Payments required to be paid in that year.

The Minimum Service Payments, if and when due, unless invoiced by the Hamilton County Treasurer, shall be invoiced to the Owner(s) by the Port Authority's third-party TIF administrator (the “**Administrator**”) on behalf of the City, or by the Bond Trustee on direction of the Administrator, no later than each Minimum Service Payment Date, as applicable and shall be timely paid to the Bond Trustee. Notwithstanding the foregoing, failure by the Administrator, or any other party, to invoice a Minimum Service Payment shall not relieve the Owner from its obligation to pay such amounts hereunder.

Total Service Payment Amounts (as defined below) for each TIF Parcel are set forth in Exhibit C (*Schedule of Total Service Payment Amounts for All TIF Parcels*) hereto.

E. Minimum Service Payments.

In addition to the words and terms defined elsewhere in this Agreement:

“Aggregate Minimum Service Payment Amount” means, for any given Test Date, the Aggregate Service Payment Shortfall Amount with respect to all Deficient Parcels with a Service Payment Shortfall as of the applicable Test Date, less any amounts on deposit in the Revenue Fund (as defined in the Trust Agreement) under the Trust Agreement, other than amounts transferred to the Revenue Fund from the Debt Service Reserve Fund in excess of the Reserve Requirement (as those terms are defined in the Trust Agreement), available for payment of debt service charges and administrative expenses on the Bonds as of the applicable Test Date.

“Aggregate Service Payment Shortfall Amount” means the total sum of the Service Payment Shortfalls for all Deficient Parcels as of any given Test Date.

“Deficient Parcel” means, as of any given Test Date (as defined below), a TIF Parcel which produces Net Service Payments actually collected equal to less than one-half (1/2) of the applicable Total Service Payment Amount for that TIF Parcel.

“Minimum Service Payment” means, for any given Minimum Service Payment Date, the amount due with respect to the Property if it has a Service Payment Shortfall as of the applicable Test Date, determined by multiplying the Percentage of Shortfall for the Property times the Aggregate Minimum Service Payment Amount as of the applicable Test Date.

“Net Service Payments” means, as of any given Test Date, the Statutory Service Payments received by the City for the immediately preceding Service Payment Date net of (1) any fees charged with respect to the Statutory Service Payments by Hamilton County, (2) the City’s monitoring and servicing costs and expenses with respect to the transactions contemplated by the Development Agreement the “City Monitoring and Service Fee”), and (2) the School District Compensation.

“Percentage of Shortfall” means, with respect to any Deficient Parcel, the Service Payment Shortfall for such Deficient Parcel, divided by the Aggregate Service Payment Shortfall Amount.

“Service Payment Shortfall” means, with respect to any Deficient Parcel, the amount, if any, by which the actual Net Service Payments as of any Test Date are less than one-half (½) of the applicable the Total Service Payment Amount for such Deficient Parcel.

There is hereby established the **“Total Service Payment Amount”** as shown on Exhibit B (*Schedule of Total Service Payment Amounts*) hereto, which amount is calculated based upon the anticipated amount of real property taxes that would have been payable with respect to the Exempt Improvements, as fully constructed, had an exemption not been granted under the TIF Ordinance. If and to the extent there is a Service Payment Shortfall for the Property on any given April 15 (with respect to the first half tax bill) or October 15 (with respect to the second half tax bill) (each a **“Test Date”**), the Owner shall pay directly to the Bond Trustee, no later than no later than May 1 or November 1, respectively (or on such other date as may be reflected on Exhibit B hereto, each being a **“Minimum Service Payment Date”**), an amount equal to the allocated Minimum Service Payment for the Property.

In the event that Statutory Service Payments are not yet due (for example, because no real property tax has commenced to accrue for the Exempt Improvements) or never come due, the Owner shall nevertheless be required to pay Minimum Service Payments to the Bond Trustee, on the Minimum Service Payment Dates in the amount of the Minimum Service Payment as calculated above. The Owner shall make all Minimum Service Payments to the Bond Trustee on the Minimum Service Payment Dates. The Owner shall simultaneously send copies of checks (or evidence of electronic payment to the Bond Trustee, if applicable) and any cover letter to the Bond Trustee to the City c/o City Treasurer, Room 202, City Hall, 801 Plum Street, Cincinnati, Ohio 45202. Each payment must be made in immediately available funds by not later than 2:00 p.m. Eastern time on the date such payment is due. So long as Bond Obligations are outstanding, upon receipt of notice of nonpayment and at the direction of the Administrator, the City shall

promptly certify the amount of the unpaid Minimum Service Payment as a lien on the Property and undertake all other required actions to enable the Minimum Service Payment to be collected as a tax payment under ORC Section 5709.91.

F. Late Payment. If any Statutory Service Payment or Minimum Service Payment, or any installment of either, is not paid when due, then, to the extent that Hamilton County does not impose a late fee or delinquency charge, the Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, that would have been payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if the Owner fails to make any Minimum Service Payment required hereunder, the Owner shall pay, in addition to the Minimum Service Payment the Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including, without limitation, attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against the Owner or against the Property. The Owner acknowledges that delays in the making of any Service Payments may, among other things, result in delays in the City's ability to timely transfer required amounts to the Port Authority for payment of the Bond Obligations.

3. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. The Statutory Service Payments and Minimum Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights, and priority as all other real property taxes. Such a lien shall attach and may be perfected, collected, and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. The Owner hereby agrees that the obligations to make Statutory Service Payments and Minimum Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against the Owner. The Owner agrees not to contest the lien, rights, or priority of the Statutory Service Payments or the Minimum Service Payments with respect to the Property.

4. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

A. Recording. Promptly after the execution of this Agreement, the Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment, or other conveyance of any part of the Improvements or the Property, and failure to do so shall constitute a default under this Agreement. All instruments of conveyance of the Improvements or the Property or the Owner's ownership of the same (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement, and the Owner shall cause all instruments of conveyance of interests in all or any portion of the Property to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement. The Owner shall provide a recorded copy of this Agreement to the City within 5 business days after recording.

B. Covenants Running with the Land. The Owner agrees that the obligation to perform and observe the agreements on the Owner's part contained herein shall be covenants running with the land and, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding and enforceable by the City against the Owner and the Owner's successors-in-interest and transferees as Owners from time to time of the fee simple interest in the Property, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The Owner and the Owner's successors-in-interest and transferees as Owners from time to time of the fee simple interest in the Property by virtue of their acquisition thereof, acknowledge that the provisions of ORC Section 5709.91, which specify that the Service Payments will be treated in the same manner as taxes for all purposes of the lien described in ORC Section 323.11 including, but not limited to, the priority of the lien and the collection of Statutory Service Payments and Minimum Service Payments, applies to the Property and any improvements thereon.

C. Obligations are Absolute and Unconditional. The obligations of the Owner, as fee simple owner, to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of

purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State of Ohio or any political subdivision thereof. The obligation to make Service Payments shall survive the termination of this Agreement to the extent this Agreement terminates prior to the payment in full of all Service Payments with respect to the Exempt Improvements.

5. PAYMENT OF TAXES; TAX CONTESTS.

A. Payment of Taxes. With respect to real property taxes that are not exempted under the TIF Ordinance, the Owner shall pay or cause to be paid, as the same become due, (i) all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of the Owner installed or brought thereon (including, without limitation, any taxes levied against the Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements), and (ii) all utility and other charges incurred in the operation, maintenance, use, and occupancy of the Property and the Improvements.

B. Tax Contests. Except for Section 6 hereof, nothing in this Agreement is intended to prevent the Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments, or other charges, including contesting the real estate valuation of the Property and the Improvements. Nothing in this paragraph shall be construed to relieve the Owner of the duty to make the Minimum Service Payments as required by this Agreement or to reduce the Total Service Payment Amounts hereunder.

6. TAX EXEMPTION. The Owner (including, without limitation, any successors and assigns of the Owner, as applicable), shall not, without the consent of the City, seek any tax exemption for the Property, or any portion thereof, other than the exemption provided hereunder and pursuant to the TIF Ordinance during the Exemption Period. Owner hereby agrees (on its own behalf and, for the avoidance of doubt, on behalf of its successors and assigns) that the ownership of the Property by a non-profit entity, or port authority that would otherwise be exempt from real property taxes shall in no way derogate or limit the obligation to pay Service Payments hereunder (including, without limitation, the obligation to pay Minimum Service Payments). Notwithstanding the foregoing, this Section shall cease to apply once the Bond Obligations are no longer outstanding, as certified by the Bond Trustee, in consultation with the City Finance Department.

7. INSURANCE COVERAGE AND PROCEEDS.

A. Coverage. The Owner shall provide and maintain, or cause to be provided and maintained, special form (formerly known as "all risk") full replacement cost property insurance on the Improvements and other improvements on the Property or any replacements or substitutions therefor (to the extent the same are owned by the Owner) from an insurer that is financially responsible, of recognized standing, and authorized to write insurance in the State. Such insurance policy shall be in such form and with such provisions as are generally considered reasonable and appropriate for the type of insurance involved and shall prohibit cancellation or modification by the insurer without at least thirty days' prior written notice to the City, the Port Authority, the Bond Trustee and the Owner. The Owner shall provide proof of such insurance promptly upon request by the City, Port Authority or Bond Trustee.

B. Proceeds. The policies of any property insurance, including builder's risk insurance, as required under Section 7.A. of this Agreement, shall name the City and, while any Bond Obligations are outstanding, the Port Authority and the Bond Trustee (if any) as additional loss payees. In the event of any damage to, or destruction of, all or any of the Improvements, the proceeds of such insurance (the "**Property Insurance Proceeds**") shall be applied (i) first, to repair, rebuild, restore, or replace the property damaged, or destroyed to the same (or better) condition as existed immediately prior to the damage or destruction, but only if such repair, restoration or replacement is permitted under the terms of the Owner Mortgage Financing (as defined below), (ii) second, otherwise pursuant to the terms of any financing provided to the Owner by third-party (non-affiliate) mortgage lenders ("**Owner Mortgage Financing**"), and (iii) third, the

remainder to the Owner or the first lien holder under the Owner Mortgage Financing. In the event that the Improvements are deemed irreparable by the Owner, the Property Insurance Proceeds will be applied (1) first, pursuant to the terms of any Owner Mortgage Financing, (2) second, to the redemption of a pro-rata portion of the Bond Obligations determined by multiplying the then outstanding principal amount of the Bond Obligations by the quotient of (x) the assessed valuation (as determined from time to time by the Hamilton County Auditor, the "**Assessed Valuation**") prior to the casualty or condemnation resulting in proceeds being generated of the Property upon or within which the Exempt Improvements are or were located, and (y) the total aggregated Assessed Valuation of all TIF Parcels, and (3) third, the remainder to the Owner.

8. CONDEMNATION PROCEEDS. In the event any portion of the Property or the Improvements shall be taken as a result of the exercise of the power of eminent domain by any governmental entity or other person, association, or corporation possessing the right to exercise the power of eminent domain, the proceeds of such eminent domain award received by the Owner shall be used for the same purposes specified with respect to insurance proceeds in Section 7 above.

9. NOTICES. All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, Ohio 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; and, at Owner's address set forth in the introductory paragraph hereof. If the Owner sends a notice to the City alleging that the City is in default under this Agreement, the Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202. The City and the Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent for the respective party.

10. COVENANTS AND REPRESENTATIONS. The Owner represents that it is a duly organized and existing Ohio limited liability company as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. The Company covenants that it will remain in existence and so qualified as long as it is required to make Service Payments hereunder as Owner.

11. EXEMPTION APPLICATION. The Owner, or its representatives (as applicable), shall prepare, execute, and (following the City's prior receipt of copies for review and approval in the City's sole and absolute discretion) file, in a timely fashion after the Effective Date (but not later than January 31, 2025), such applications, documents, and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. The Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2025 tax year. As a covenant running with the land, the Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within the Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of the Owner, the Owner shall nevertheless continue to make Service Payments throughout the Exemption Period.

12. DEFAULTS AND REMEDIES. If the Owner fails to make any Service Payment when due (time being of the essence), or if the Owner fails to observe or perform any other obligation hereunder and such other non-payment failure continues for more than 30 days after the City notifies the Owner in writing thereof, the City, and the Port Authority and the Bond Trustee as third party beneficiaries while Bonds are outstanding, shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosing the lien created hereby, and (ii) terminating the Owner's rights hereunder without modifying or abrogating the Owner's obligation to make Service Payments; *provided, however*, that if the nature of the default (other than a Payment Default, with respect to which there is no cure period) is such that it cannot reasonably be cured during such 30-day cure period, the Owner shall not be in default under this Agreement so long as the Owner commences to cure the default within such cure period and thereafter diligently completes such cure within 60 days after the

Owner's receipt of the City's initial notice of default from the City, Port or Bond Trustee. The Owner shall pay to the City, Port Authority or Bond Trustee upon demand an amount equal to all costs and damages suffered or incurred by the City, Port Authority or Bond Trustee in connection with such default, including, without limitation, attorneys' fees. Waiver of any default shall not be deemed to extend to any subsequent or other default under this Agreement and shall be made by the City with the consent of the Port Authority or Bond Trustee while Bonds are outstanding. All rights and remedies hereunder are cumulative.

13. DURATION OF AGREEMENT. This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement (including, without limitation, the obligation to continue to make Service Payments), shall expire on the day following the date of payment of the final Service Payment applicable to the Exemption Period, unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to the Owner such documents and instruments as the Owner may reasonably request to evidence such expiration.

14. GENERAL PROVISIONS.

A. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the City of Cincinnati and the State of Ohio and shall be interpreted and enforced in accordance with the laws of this State without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and the Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

E. Additional Documents. The City and the Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement and other Project Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties and the Port Authority and the Bond Trustee while any Bonds are outstanding.

15. EXHIBITS. The following exhibits are attached hereto and made a part hereof:

- | | |
|------------------|--|
| <u>Exhibit A</u> | - <i>Legal Description</i> |
| <u>Exhibit B</u> | - <i>Schedule of Total Service Payment Amounts</i> |
| <u>Exhibit C</u> | - <i>Schedule of Total Service Payment Amounts for All TIF Parcels</i> |

[Signature and Notary Pages Follow]

This Service Agreement is executed by the City and the Owner by their duly-authorized officers or representatives as of the Effective Date.

CITY OF CINCINNATI

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

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[Owner Signature Page Follows]

[OWNER],

By: _____

Printed name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of [Owner], an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

This instrument prepared by: City of Cincinnati, Office of the City Solicitor; 801 Plum Street, Room 214;
Cincinnati, Ohio 45202

Exhibit A
to Service Agreement

{00394470-10}

Legal Description

[INTENTIONALLY OMITTED – TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B

to Service Agreement

Schedule of Total Service Payment Amounts

[INTENTIONALLY OMITTED – TO BE ATTACHED TO EXECUTION VERSION]

Exhibit C
to Service Agreement

Schedule of Total Service Payment Amounts for All TIF Parcels

[INTENTIONALLY OMITTED – TO BE ATTACHED TO EXECUTION VERSION]

Exhibit F
to Funding and Development Agreement
(Medpace Phase 3 expansion project)

Form of Completion Guaranty

SEE ATTACHED

COMPLETION GUARANTY

This Completion Guaranty (this “**Guaranty**”) is made as of the Effective Date (as defined on the signature page hereof) by [____], an Ohio [____] the address of which is [____] (“**Guarantor**”) in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”).

Recitals:

A. The City and RBM Development Company, LLC, an Ohio limited liability company (“**Obligor**”), are parties to a *Funding and Development Agreement* dated [____], 2024 (the “**Agreement**”). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is to construct (i) the Private Improvements, which include (a) an approximately 75,000 square foot commercial building intended to be used by Medpace as its new clinical pharmacology unit, and (b) a new approximately 580,000 square foot, seven story office building with an approximately 287-space integrated structured parking garage and related private improvements, and (ii) the Public Infrastructure Improvements, which includes an approximately 1,107-space parking garage (each as more fully set forth and described in the Agreement and collectively, the “**Project**”).

C. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City’s execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby promises and agrees as follows:

1. Guaranty.

(A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor’s obligations under the Agreement to complete the construction of the Project in substantial accordance with the Final Plans, as determined by the City in its sole and absolute discretion, subject to the terms and conditions of the Agreement, including payment to the City of any and all losses, damages and expenses (including, without limitation, attorneys’ fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the “**Guaranteed Obligations**”).

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City may notify Guarantor thereof in writing, whereupon Guarantor, within 10 days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City’s rights and remedies available under the Agreement or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor’s obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct and immediate and is a guaranty of performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors, or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization, or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

(D) Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower, and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of the Guaranteed Obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including, without limitation, attorneys' fees, that the City incurs in connection therewith, payable within 10 days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed the Guaranteed Obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity, or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) has a financial interest in the Project[and is an affiliate of Obligor]; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental

department, commission, board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person; (b) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (c) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. Neither party hereto shall be deemed to have waived the exercise of any right that it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(D) Time of Essence. Time shall be of the essence as to the performance of Guarantor's obligations pursuant to this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations,

representations, warranties, statements, or agreements, either written or oral, between or among the parties hereto as to the same.

(l) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.

[Signature Page Follows]

Executed and effective as of _____, 20____ (the “**Effective Date**”).

GUARANTOR:

[_____]

By: _____

Printed Name: _____

Title: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: City of Cincinnati, Office of the City Solicitor
801 Plum Street, Room 214
Cincinnati, Ohio 45202

Exhibit G
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Disbursement of City Public Infrastructure Improvement Funds

(A) Conditions to be Satisfied Prior to Disbursement of City Public Infrastructure Improvement Funds. The City shall be under no obligation to disburse the City Public Infrastructure Improvement Funds unless and until the following conditions are satisfied and continue to be satisfied or waived, in the City's sole and absolute discretion:

- (i) Developer has provided the City with the executed Completion Guaranty;
- (ii) Developer has provided the City with evidence of insurance required under this Agreement;
- (iii) Developer has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work;
- (iv) Developer has provided the City with evidence that Developer has secured all other funds necessary to complete the Project;
- (v) The City has approved of the Due Diligence Materials and construction shall have commenced and be proceeding in accordance with the City-approved plans and specifications, budget, and construction schedule;
- (vi) Developer has provided the City with such other documents, reports and information relating to the Project as the City has reasonably requested; and
- (vii) Developer is not in default under this Agreement.

(B) Disbursement of City Public Infrastructure Improvement Funds. Provided all of the requirements for disbursement of the City Public Infrastructure Improvement Funds shall have been satisfied, the City will provide the City Public Infrastructure Improvement Funds to Developer (or, as may be otherwise set forth in the Port Authority Documents, the Port Authority) on a reimbursement basis, the proceeds of which were used by Developer to pay for those hard construction costs of the Public Infrastructure Improvements itemized on Exhibit B-2. For the avoidance of doubt, Developer shall not use any portion of the City Public Infrastructure Improvement Funds for the Private Improvements, the Intersection Improvements, design fees or other soft costs, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Developer shall not be entitled to a disbursement of City Public Infrastructure Improvement Funds to pay for costs incurred prior to the Effective Date. Developer shall not request a disbursement of City Public Infrastructure Improvement Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Public Infrastructure Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer shall be limited to the City Public Infrastructure Improvement Funds to be made available by the City under this Agreement. Developer shall be responsible for obtaining all additional funds from other resources to complete the Public Infrastructure Improvements

(including, but not limited to, proceeds of Bond Obligations). Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 30 days following completion of construction, as evidenced by a certificate of occupancy with respect thereto.

(C) Draw Procedure.

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

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

(iii) Construction Meetings. After the commencement of construction for the Public Infrastructure Improvements and continuing throughout the duration of the construction, Developer shall invite the City to all regularly scheduled meetings between Developer and its lenders on the Public Infrastructure Improvements to enable the City to keep abreast of the Public Infrastructure Improvements' construction progress and the status of all Public Infrastructure Improvement costs, draw requests from Developer's lenders, change orders, and anticipated date of the Public Infrastructure Improvements' completion.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse 90% of the amount requested (with retainage of 10%). The retained amount shall be disbursed when (i) the Public Infrastructure Improvements have been completed, and evidence thereof, in form satisfactory to the City, has been delivered to the City, and (ii) Developer has complied with all of its other obligations under this Agreement as determined by the City in its sole discretion. For the avoidance of doubt, Developer may, upon the provision of the required documentation and the satisfaction of the other disbursement conditions in this Exhibit, request disbursement of the entire amount of City Public Infrastructure Improvement Funds in one lump sum, in which case such amount would not be subject to retainage.

(E) Estoppel Certification. A request for the disbursement of the City Public Infrastructure Improvement Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer 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) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

Exhibit H
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

ODOT and ODOD Grant Conditions

ODOT Requirements.

From the time that construction associated with the Intersection Improvements commences, and until such time as all construction work and reporting associated with the Intersection Improvements has been completed, Developer, on behalf of itself and its assignees and successors in interest, agrees as follows:

1. Developer will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

3. **Compliance with Regulations:** Developer (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

4. **Nondiscrimination:** Developer, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of Developer, including procurements of materials and leases of equipment. Developer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

5. **Solicitations for Developer, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Developer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Developer of Developer's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

6. **Information and Reports:** Developer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Developer will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

7. During the performance of this Agreement, Developer, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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a. **Pertinent Non-Discrimination Authorities:**

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- iii. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- vi. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and COUNTY (or other)s, whether such programs or activities are Federally funded or not
- viii. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities
- ix. The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- xi. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- xii. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- xiii. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- xiv. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- xv. Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

ODOD Requirements.

1. **Project Goals.** The primary focus of the ODOD Grant is to complete an eligible roadwork project, being the Intersection Improvements as described in this Agreement. In addition, one of the secondary goals is the creation or retention of jobs. The Intersection Improvements, and ODOD Grant assistance provided, will facilitate the creation of 1,500 new, full-time equivalent jobs, and the retention of 1,893 existing jobs, by the Metric Evaluation Date of **December 31, 2028**. Developer is required to report any job creation or retention required under Section 9 of this Agreement.
2. **Payment of ODOD Grant Funds.** The City shall disburse the ODOD Grant funds on a reimbursement basis. Developer shall submit to the City for review and approval requests for reimbursement detailing expenditures which have then been incurred by Developer in accordance with the Project budget included in Exhibit C-3. The payment of the requests for reimbursement shall be based upon 50% reimbursement of the actual eligible costs of the Intersection Improvements. Travel expenses are not eligible for reimbursement with ODOD Grant funds. The City shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with ODOD Grant funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Developer to perform the work described in Exhibit B-3. Developer shall submit to the City such documentation necessary to substantiate a reimbursement request.
3. **Non-Discrimination.**
 - (a) Minority Hiring Goal. Developer shall make a good faith effort to employ minority persons in the completion of the Intersection Improvements, and the completion and operation of the Intersection Improvements and in the fulfillment of Developer's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Intersection Improvements are located and any contiguous Ohio counties.
 - (b) Equal Employment Opportunity. Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Developer shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Developer will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Intersection Improvements (other than subcontracts for standard commercial supplies or raw materials), and Developer will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
4. **Adherence to State and Federal Laws and Regulations.** Developer shall comply with all applicable federal, state, and local laws in the performance of Developer's obligations under this Agreement, the completion of the Intersection Improvements and the completion and the operation of the Intersection Improvements as long as Developer has any obligation to the City under this Agreement. Without limiting the generality of such obligation, Developer shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Developer in connection with the Intersection Improvements, and Developer shall comply with all applicable environmental, zoning, planning and building laws and regulations.

Exhibit I
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Disbursement of Intersection Improvement Funds

(A) Conditions to be Satisfied Prior to Disbursement of Intersection Improvement Funds. The City shall be under no obligation to disburse the Intersection Improvement Funds unless and until the following conditions are satisfied and continue to be satisfied or waived, in the City's sole and absolute discretion:

- (i) Developer has provided the City with the executed Payment and Performance Bond;
- (ii) Developer has provided the City with evidence of insurance required under this Agreement;
- (iii) Developer has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work;
- (iv) Developer has provided the City with evidence that it has obtained all other funds necessary to complete the Intersection Improvements;
- (v) Developer has provided the City with such other documents, reports and information relating to the Intersection Improvements as the City has reasonably requested; and
- (vi) Developer is not in default under this Agreement.

(B) Disbursement of Intersection Improvement Funds. Provided all of the requirements for disbursement of the Intersection Improvement Funds shall have been satisfied, the City shall disburse the Intersection Improvement Funds to Developer. The City shall make no more than two disbursements of the Intersection Improvement Funds on a reimbursement basis. Developer shall not be entitled to a disbursement of Intersection Improvement Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Intersection Improvement Funds and shall use the Intersection Improvement Funds solely for the purposes permitted under this Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Intersection Improvement 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. Developer shall not request a disbursement of Intersection Improvement Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof to be condition on the terms of the ODOT Grant and ODOD Grant, but otherwise 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 Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Intersection Improvements are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Intersection Improvement Funds to Developer for construction shall be limited to the Intersection Improvement Funds to be made available by the City under this Agreement, and actually received by the City from ODOT and ODOD, respectively. Developer shall provide all additional funds from other resources to complete the Intersection Improvements. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Intersection Improvement Funds available to Developer, to the extent such Intersection Improvement Funds have not been disbursed,

shall terminate 30 days following the completion of the Intersection Improvements, as determined by the City in its sole and absolute discretion. For the avoidance of doubt, the issuance of a letter by DOTE confirming the satisfactory completion of the Intersection Improvements, following expiration of the Warranty Period and as confirmed at the Warranty Inspection, shall be deemed completion of the Intersection Improvements.

(C) Draw Procedure

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

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

(D) Estoppel Certification. A request for the disbursement of City Intersection Improvement Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer 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) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

Exhibit J
to Funding and Development Agreement
(Medpace Phase 3 Expansion Project)

Additional Requirements

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the “**Construction Workforce Goals**”).

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

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

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

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

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

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed

necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

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

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth

in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

Addendum I
to
Additional Requirements Exhibit

City's Prevailing Wage Determination

TO BE ATTACHED TO EXECUTION VERSION

May 1, 2024

To: Mayor and Members of City Council

202401277

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – TIF Exemption for Medpace Phase 3 Expansion Project

Attached is an Emergency Ordinance captioned:

DECLARING improvements to certain parcels of real property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati, which improvements are to be constructed pursuant to a Funding and Development Agreement between the City of Cincinnati and RBM Development Company, LLC, to be a public purpose and exempt from real property taxation for a period of thirty years pursuant to Ohio Revised Code Section 5709.40(B); and **AMENDING** Ordinance No. 414-2005, passed on November 2, 2005, as amended, to remove such real property from the operation of that ordinance.

STATEMENT

The expansion of the Medpace Campus will help contribute to Cincinnati's economic stability by creating significant job opportunities. This project is one of the largest job creation projects ever in Hamilton County. The jobs, payroll, and investment will bring new opportunities and will be a catalyst for additional investment and development in the community.

BACKGROUND/CURRENT CONDITIONS

Medpace, Inc. (the "Company") either by ownership or lease, has site control of approximately 20.8 acres at the southeast corner of Madison Road and Red Bank Expressway in the Madisonville neighborhood of Cincinnati. The Company, and its real estate affiliate, RBM Development Company, LLC (the "Developer"), have undertaken a multi-phase redevelopment of the Medpace Site.

This third phase of the redevelopment includes (i) construction of a 75,000 SF clinical pharmacology facility, (ii) construction of a 579,000 SF office tower with an integrated 287-space parking garage, and (iii) construction of a 343,000 SF, 1,107-space standalone parking garage.

The Developer, with grants from the Ohio Department of Development and the Ohio Department of Transportation, as well as match funds from the City, will cause to be completed intersection improvements at Red Bank Expressway and Medpace Way.

DEVELOPER INFORMATION

RBM Development Company, LLC is a real estate development entity controlled by the CEO of Medpace, August Troendle. RBM has led the redevelopment of the Medpace Campus.

PROPOSED INCENTIVE

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.40(B) for a period of 30 years. The project TIF is necessary to aid in the construction of various public infrastructure improvements, including an off-street parking facility.

The final details of the project and the City's intended financial contribution are formalized in the Funding and Development Agreement, which is being presented simultaneously with this ordinance.

This ordinance will remove the project site from TIF District 19 - Madisonville Incentive District, established by Ordinance No. 414-2005. It will also create a real property tax exemption for the project site, as authorized by this Council in conjunction with this ordinance.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

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

An Ordinance No. _____

- 2024

DECLARING improvements to certain parcels of real property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati, which improvements are to be constructed pursuant to a Funding and Development Agreement between the City of Cincinnati and RBM Development Company, LLC, to be a public purpose and exempt from real property taxation for a period of thirty years pursuant to Ohio Revised Code Section 5709.40(B); and **AMENDING** Ordinance No. 414-2005, passed on November 2, 2005, as amended, to remove such real property from the operation of that ordinance.

WHEREAS, RBM Development Company, LLC (“Developer”) has, through its affiliate entities, undertaken a multi-phase redevelopment of certain real property located near the intersection of Red Bank Expressway and Madison Road in the Madisonville neighborhood of Cincinnati (the “Medpace Site”), which redevelopment has consisted of:

- (i) Phase 1, consisting primarily of the construction of several office buildings currently used by the medical research company, Medpace, Inc. (“Medpace”) as its operational headquarters;
- (ii) Phase 2A, consisting primarily of the construction of a 239-room hotel and various public infrastructure improvements; and
- (iii) Phase 2B, consisting primarily of the construction of a new building containing office and retail space and various public infrastructure improvements; and

WHEREAS, Developer is now moving forward with Phase 3 of the redevelopment, which will consist of redeveloping a portion of the Medpace Site, which property is more particularly described in Attachment A to this ordinance (the “Property”), including the construction of (i) a new approximately 75,000 square foot commercial facility; and (ii) a new approximately 579,000 square foot, seven-story office building with integrated parking garage (collectively, the “Private Project”); and

WHEREAS, to facilitate the Private Project, Developer will make certain public infrastructure improvements that will directly benefit the Property and the Private Project, including, without limitation, an off-street parking facility; and

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 5709.40, et seq., Council may (i) declare any “Improvement” (as defined in R.C. Section 5709.40(A)(4)) to one or more parcels of real property located in the City of Cincinnati to be a public purpose, thereby exempting such Improvement from real property taxation for up to thirty years; (ii) designate public infrastructure improvements that directly benefit the parcels for which such Improvement is declared to be a public purpose; (iii) require the payment of service payments in lieu of real property taxes by the owner(s) of such parcel(s); and (iv) provide for the distribution of the applicable portion of those service payments to the overlapping city, local, or exempted village school district; and

WHEREAS, Council desires to declare the Improvement to the Property to be a public purpose and exempt 100 percent of such Improvement from real property taxation for a period of thirty years, all pursuant to R.C. Section 5709.40(B); and

WHEREAS, the Board of Education of the Cincinnati City School District (the "School Board"), pursuant to an agreement with the City entered into on April 28, 2020 (the "School Board Agreement"), has approved real property tax exemptions of up to 100 percent for periods not to exceed thirty years, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, the City has determined that it is necessary and appropriate, and in the best interest of the City, to (i) exempt the Improvement to the Property from real property taxation under R.C. Sections 5709.40, et seq.; (ii) require the payment of semiannual service payments in lieu of real property taxes with respect to the Property under R.C. Section 5709.42 ("Service Payments"); and (iii) enter into a Service Agreement with the owner or owners of the Property to establish certain terms and conditions regarding the payment of the Service Payments as further described therein; and

WHEREAS, R.C. Section 5709.43 requires that the city council of a city that receives service payments in lieu of real property taxes under R.C. Section 5709.40, et seq., establish a municipal public improvement tax increment equivalent fund into which shall be deposited such service payments; and

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvement to the Property will provide an annual net benefit to Developer in the amount of approximately \$3,471,233; and

WHEREAS, the Property is located within the boundaries of the District 19 – Madisonville Incentive District, which was created by Ordinance No. 414-2005, passed by Council on November 2, 2005, as subsequently amended (the "TIF District Ordinance"); and

WHEREAS, in order to effectuate the transactions described in these recitals and in accordance with R.C. Section 5709.916(E), the City desires to amend the TIF District Ordinance to exclude the Property therefrom, and to provide for an exemption for the Property pursuant to R.C. Section 5709.40(B); now, therefore,

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

Section 1. That pursuant to and in accordance with Section 5709.40(B) of the Ohio Revised Code ("R.C."), Council hereby finds and declares the Improvement (as defined in R.C. Section 5709.40(A)(4)) to the real property located near the southeast quadrant of the intersection of Red Bank Expressway and Madison Road, which property is more particularly described in Attachment A to this ordinance (the "Property"), and is located in the incorporated area of the City

of Cincinnati, to be a public purpose and exempt from real property taxation for the time and in the amount set forth in Section 4 below.

Section 2. That Council hereby finds and determines that (a) additional public infrastructure, including construction and maintenance of street improvements, water improvements, sewer improvements, parking facilities, and/or related improvements, is necessary as a result of and for the further development of the Property for creating jobs, increasing property values, providing adequate public services and to preserve the health, safety, and welfare of the citizens of Cincinnati; (b) the project(s) being, or to be, undertaken that will place additional demand on the public infrastructure improvements designated in this ordinance include a mixed-use development being undertaken by RBM Development Company, LLC (including any affiliates thereof, "Developer"); and (c) the proposed use of the Property includes office and other commercial uses.

Section 3. That pursuant to and in accordance with the provisions of R.C. Section 5709.40(B), Council hereby declares any Improvement made to the Property will place direct additional demand on the public infrastructure improvements described herein when such public infrastructure improvements are completed; therefore, such public infrastructure improvements will directly benefit the Property.

Section 4. That Council finds and determines that 100 percent of the Improvement to each parcel subsequent to the effective date of this ordinance is hereby declared to be a public purpose, and shall be exempt from real property taxes commencing, as to each parcel, on the first day of the tax year in which an Improvement of at least \$1,000,000.00 resulting from construction on that parcel, which is the result of redevelopment activities with respect to the parcel, first appears on the tax duplicate of real and public utility property and ending on the earlier to occur

of (a) thirty years after such date; or (b) the date on which the City can no longer require service payments in lieu of real property taxes to be paid with respect to the Improvement in accordance with R.C. Section 5709.40, et seq.

Section 5. That Council hereby designates the public infrastructure improvements identified in Attachment B to this ordinance as the “public infrastructure improvements” made (or to be made) that directly benefit the Property pursuant to R.C. Section 5709.40(B) (the “Public Infrastructure Improvements”).

Section 6. That Council hereby expresses its intention for the City, and authorizes the City Manager, to enter into such agreements as may be necessary or appropriate to construct such Public Infrastructure Improvements (including, without limitation, (a) service agreement(s) between the City and Developer or its successor(s)-in-interest as to the Property (the “Owner”), and (b) a cooperative agreement among the City, the Owner, and the Port of Greater Cincinnati Development Authority (the “Port”), and further hereby requires the Owner to make semiannual service payments in lieu of real property taxes (the “Service Payments”) to the Hamilton County Treasurer on or before the final dates for payment of real property taxes. Such requirements, along with such other provisions as are deemed appropriate by the City and as are agreed to by the owners of the Property, may be included in service agreements which may (but are not required to) be entered into between the City and the respective owners of the Property. To the extent necessary to secure such obligations, Council hereby pledges such Service Payments to secure any obligations of the City or the Port issued to finance the public infrastructure improvements described in Sections 2 and 5 hereof. As provided for in R.C. Section 5709.42, the Service Payments shall be paid to the Hamilton County Treasurer, for payment by the Hamilton County Treasurer to the City.

Section 7. That the City has established the Municipal Public Improvement Tax Increment Equivalent Fund (the “Fund”), into which Fund all Service Payments made by the Owner that the City receives pursuant to this ordinance shall be deposited.

Section 8. That moneys deposited in the Fund shall be used only for the purposes set forth in R.C. Section 5709.43, with respect to the Public Infrastructure Improvements, and for making compensation payments to the affected school districts as provided in R.C. Section 5709.40, et seq., and in the Tax Incentive Agreement between the City and the Board of Education of the Cincinnati City School District effective as of April 28, 2020.

Section 9. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the actions contemplated herein, including, without limitation, the preparation (or cooperation in the preparation of), and filing of any required applications for tax exemption with the Hamilton County Auditor and State Tax Commissioner.

Section 10. That Ordinance No. 414-2005, passed on November 2, 2005, as subsequently amended (the “TIF District Ordinance”), is hereby amended to remove the Property from the property tax exemption area created thereby.

Section 11. That the TIF District Ordinance, except as amended herein, shall remain in full force and effect.

Section 12. That, pursuant to R.C. Section 5709.40(I), the Clerk of Council is hereby directed to deliver a copy of this ordinance to the Director of the State of Ohio Department of Development (“ODOD”), 77 South High Street, 29th Floor, Columbus, Ohio 43215, within fifteen days after its passage, and that, on or before March 31 of each year that the exemption set forth herein remains in effect, the Clerk of Council or other authorized officer of this City shall prepare and submit to the Director of ODOD the status report required under R.C. Section 5709.40(I).

Section 13. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including R.C. Section 121.22.

Section 14. 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 construction of the improvements described herein to commence at the earliest possible time in order to advance development of the Property in a timely and financially efficient manner, for the economic welfare of the people of the City.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Legal Description – CPU Site

Auditor's Parcel No. 036-0001-0013-00

All the following described real estate, land and premises, situate, lying and being in Madisonville, Cincinnati, Hamilton County, Ohio and being all that lot of ground and premises is Section Sixteen (16), Township Four (4), Fractional Range Two (2), Miami Purchase.

Beginning at a stake in the center of a street fifty (50) feet wide, now known as Hetzell Street, a distance of $546 \frac{3}{10}$ feet East from the West line of said Section 16, and being 230 feet south of the South line of B.M. Stewart's tract, formerly owned by Edward N. Hidden; thence running South $87 \frac{1}{2}$ degrees East $324 \frac{7}{10}$ feet; thence South $2 \frac{1}{4}$ degrees West 235 feet to the North line of the Marietta and Cincinnati Railroad, (now known as The Baltimore and Ohio Railroad); thence westerly with said Railroad line 150 feet (148.33 feet per survey of Roger B. Ward, dated October 1968); thence North $8 \frac{1}{2}$ degrees West $32 \frac{1}{2}$ feet; thence westerly with said Railroad line $176 \frac{5}{10}$ feet; thence North $2 \frac{1}{4}$ degrees East $265 \frac{9}{10}$ feet to the place of beginning, containing $1 \frac{96}{100}$ acres of land, more or less, subject, however to all legal highways and an existing sewer line easement across the premises owned by the City of Cincinnati.

Legal Description – Office Site

3.5258 ACRES

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, County of Hamilton, State of Ohio, being located on the south side of Medpace Way, and on the north side of Hetzel Street, and being more particularly described as follows:

Commencing at the southwesterly most corner of Port of Greater Cincinnati Development Authority (Official Record 13213, Page 2422), in the northerly line of an existing 50-foot right-of-way of Hetzel Street, and in the easterly line of an existing 60-foot right-of-way of Old Red Bank Road, being a 5/8 iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street, being the southerly line of Port of Greater Cincinnati Development Authority, South 85°22' 17" East for a distance of 250.00 feet to a point, being a 5/8 iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street, South 85°22'17" East for a distance of 18.00 feet to a point, being a chiseled notch (set) in a concrete driveway being the true Point of Beginning for the property described herein;

Thence leaving the right-of-way and continuing, North 4°55'22" East for a distance of 205.00 feet to a point, being a 5/8 iron pin with cap (set) at a concrete wall footer;

Thence continuing South 85°22'17" East for a distance of 57.46 feet to a point, being a 5/8" iron pin with no cap (found);

Thence continuing with the common line of the Port Authority and 300 Medpace Way, LLC, North 4°11 '33" East for a distance of 161.37 feet to a point, being a 5/8" iron pin with no cap (found);

Thence continuing with the said common line, North 35°37'14" East for a total distance of 164.18 feet to a point in the southerly line of Medpace Way, being a chiseled notch in a sidewalk (set);

Thence continuing with the said southerly line of Medpace Way, South 70°04'36" East for a distance of 98.66 feet to a point, being a 5/8" iron pin with cap(set);

Thence leaving the easterly line of Medpace Way and continuing with the common line with 200 Medpace Way, LLC for the following five (5) courses;

South 54°31'38" East for a distance of 145.23 feet to a mag nail (set); South 04°26' 11" West for a distance of 201.62 feet to a mag nail (set); South 04°55'22" West for a distance of 151.93 feet to a mag nail (set); South 63°52'25" East for a distance of 71.44 feet to a mag nail (set); South 04°37'43" West for a distance of 26.89 feet to a point in the northerly right-of-way of Hetzel Street, being a 5/8" iron pin with cap (set);

Thence continuing with the said northerly right-of-way of Hetzel Street for the following two (2) courses:

North 85°22' 17" West for a distance of 106.44 feet to a point, being a 5/8" iron pin with cap (set);

North 85°22' 17" West for a distance of 321.60 feet to the said Point of Beginning.

The above-described parcel of land contains 3.5258 acres (153,582 .07 S.F.), and is subject to all easements and rights-of-way of record, and is graphically depicted on Exhibit B.

The original source of bearings for this survey are based on a plat of survey by Kleingers and Associates and a dedication plat of Medpace Way (P.B. 430, PG. 20-21) of the Hamilton County Recorder's Office).

The above description was prepared by Robert H. Roush, Jr., Ohio Professional Surveyor, No. 7999, for Surveying and Mapping, LLC, based upon a survey made by me or others under my direction, in August 2023, and that all monuments have been found or set as shown. Iron pins denoted as (set) are 5/8" diameter with a yellow plastic cap stamped "**SAM** LLC".

Legal Description – Garage Site

Auditor's Parcel No. 036-0001-0359-00

CONSOLIDATED LEGAL DESCRIPTION
2.3668 ACRES

Situated in Section 16, Town 4, Fractional Range 2, City of Cincinnati, County of Hamilton, Ohio, being a consolidation of the tracts of land conveyed to 200 Medpace Way, LLC in O.R. 15136, PG 882, and O.R. 15136, PG 887 of the Hamilton County, Ohio Recorder's Office, being more particularly described as follows:

Beginning at a point in the northwest intersection of the rights-of-way of Covington Avenue and Stewart Avenue, being the southeasterly corner of the Grantor, and being a 5/8" iron pin with cap (set);

Thence continuing with the northerly right-of-way of Covington Avenue and the Grantor's southerly line North 85°36'38" West for a distance of 570.99 feet to a point in the westerly right-of-way of Armada Place, being a 5/8" iron pin with cap (set);

Thence leaving the said rights-of-way and continuing with the division line with 200 Medpace Way, LLC (Remainder Tract), North 85°36'38" West for a distance of 78.92 feet mag nail (set);

Thence continuing with the said division line, North 04°25'22" East for a distance of 141.25 feet to a point, being a mag nail (set);

Thence continuing North 04°25'22" East for a distance of 18.00 feet to a point, being a mag nail (set);

Thence continuing with the Grantor's new northerly line, South 85°34'38" East for a distance of 646.36 feet to a point in the said westerly right-of-way of Stewart Avenue, being a cross notch set in sidewalk;

Thence continuing with said westerly right-of-way, South 03°08'22" West for a distance of 18.00 feet to a point;

Thence continuing with said westerly right-of-way, South 03°08'22" West for a distance of 140.91 feet to the said Point of Beginning.

The above-described consolidated parcel of land contains 2.3668 acres (103,096.70 S.F.), and is subject to all easements and rights-of-way of record.

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ATTACHMENT B

- (i) The public infrastructure improvements that directly benefit the Property may include the construction of an approximately 343,000 square foot, 1,107-space standalone off-street parking garage that will directly benefit the property, and all work associated with the garage area, including the necessary foundation, footings, caissons, concrete floor, walls, steel, underground utilities, meter pit, fire main service, floor drains, elevators and stairs, garage level lobby finishes, electric heaters, masonry, plumbing, HVAC, sprinkler and electric.
- (ii) The public infrastructure improvements that directly benefit the Property may also include, without limitation, public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; the enhancement of public waterways through improvements that allow for greater public access; and additional off-street parking facilities, including those in which all or a portion of the parking spaces are reserved for specific uses when determined to be necessary for economic development purposes.

ATTACHMENT A

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ATTACHMENT B

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May 1, 2024

TO: Mayor and Members of City Council

FROM: Sheryl M.M. Long, City Manager

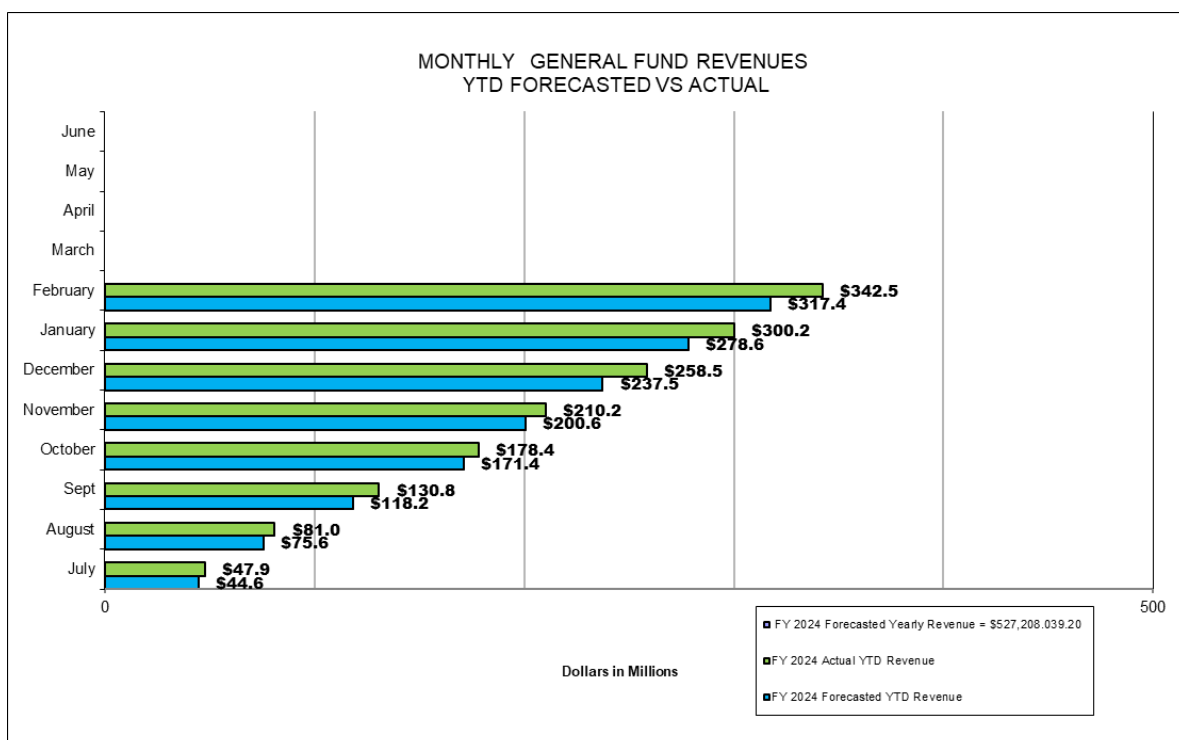
SUBJECT: Department of Finance Reports for the Month Ended February 29, 2024

***FEBRUARY 2024
MONTHLY FINANCIAL REPORTS***

The following report provides an update on the condition of the City of Cincinnati's revenue sources as of the month ending February 29, 2024. Previous monthly financial reports included information from the Budget Office related to expenditures; however, the remainder of the financial reports for this fiscal year will not include expenditure information. The revenue variances noted in this report 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 vs. forecasted revenue and prior year actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through February 29, 2024 and shows that actual revenue of \$342.5 million was above forecasted revenue of \$317.4 million by \$25.1 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		(\$270,366)
City Income Tax	13,282,308	
Admissions Tax	2,406,716	
Short Term Rental Excise Tax	535,491	
Licenses & Permits		(\$1,054,678)
Fines, Forfeitures, & Penalties		(\$1,100,075)
Investment Income	6,362,875	
Local Government	252,448	
Casino	91,922	
Police	2,075,349	
Buildings and Inspections		(\$354,204)
Fire	730,010	
Parking Meter	30	
Other	2,129,637	
	27,866,786	(\$2,779,323)
Difference	25,087,464	

General Fund (favorable variance) is \$25.1 million above the amount forecasted through February in the FY 2024 Budget. This is the eighth month's report for the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

Income Tax (favorable variance) is \$13.3 million above the forecasted amount. Income Tax revenue was not projected to increase in FY 2024; however, withholding payments have exceeded estimates and some higher than projected net profits have been received. The Finance Department will continue to closely monitor this category.

Admission Tax (favorable variance) is \$2.4 million above estimate. Revenue from summer concerts and larger attendance for baseball games contributed to the positive variance in this category.

Licenses & Permits (unfavorable variance) is \$1.1 million below the forecasted amount. Energy aggregation is lagging behind the estimates due to the gas program getting started later in the 2nd quarter and solar field capacity market changes. A mid-year change in permitting for sidewalk closures is also adding to the negative variance.

Fines, Forfeitures and Penalties (unfavorable variance) is down \$1.1 million. Parking fine revenue is still below estimate. Upon closer monitoring, estimates will be reduced for the next fiscal year. Maintaining a full complement of enforcement officers and collections are contributing to the variance.

Investment Income (favorable variance) is \$6.4 million above the forecasted amount. A stronger than expected economy and unpredicted Federal Reserve rate hikes in late 2023 have resulted in higher interest earnings than originally estimated.

Police (favorable variance) is up \$2.1 million. 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 the forecast.

Fire (favorable variance) is \$730k above the forecasted amount. An above average number of runs are being performed by the Fire Department resulting in this variance.

Other (unfavorable variance) is \$2.1 million below forecast. A one time accounting adjustment of Health Reimbursement Arrangements and a payment on an unplanned contract for Fire is contributing to this positive variance.

Restricted Funds:

Community Health Centers (unfavorable variance) is \$4.6 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 by the end of the fiscal year.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of February 29, 2024.
2. Audit of the City Treasurer's Report for the month ended January 31, 2024.
3. Statement of Balances in the various funds as of February 29, 2024.

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.

c: William "Billy" Weber, Assistant City Manager
Karen Alder, Finance Director

April 24, 2024

To: Mayor and Members of City Council

202401225

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Department of Economic Inclusion (DEI): 2024 Business Enterprise Expo Donations

Attached is an Ordinance captioned:

AUTHORIZING the City Manager and employees of the Department of Economic Inclusion to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City's 2024 Business Enterprise Expo; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Special Events Fund 314.

This Ordinance authorizes the City Manager and employees of the Department of Economic Inclusion (DEI) to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources for the City's 2024 Business Enterprise Expo. This Ordinance also authorizes the Director of Finance to deposit donated funds into Special Events Fund 314.

The 2024 Business Enterprise Expo will be hosted by DEI on October 11, 2024, at the Cintas Center, on the campus of Xavier University. This event will allow DEI-certified businesses to meet larger businesses within the City, promote peer-to-peer networking, and strengthen the relationship between DEI and the City's business community. DEI will also certify new businesses at the 2024 Business Enterprise Expo.

This is the third annual Business Enterprise Expo hosted by the Department of Economic Inclusion. The 2022 and 2023 Business Enterprise Expos both had over 300 attendees and seventy business participants.

The 2024 Business Enterprise Expo is in accordance with the "Compete" goal to "[f]oster a climate conducive to growth, investment, stability, and opportunity" and the strategy to "[b]uild a streamlined and cohesive development process" as described on pages 103 and 111-112 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 and employees of the Department of Economic Inclusion to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City’s 2024 Business Enterprise Expo; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Special Events Fund 314.

WHEREAS, the 2024 Business Enterprise Expo will be hosted by the City’s Department of Economic Inclusion (“DEI”) on October 11, 2024, at the Cintas Center, located on Xavier University’s campus; and

WHEREAS, the 2024 Business Enterprise Expo will allow DEI-certified businesses (subcontractors) to meet larger businesses (prime contractors) within the City, promote peer-to-peer networking, and strengthen the relationship between DEI and the City’s business community; and

WHEREAS, DEI also will certify new businesses at the 2024 Business Enterprise Expo; and

WHEREAS, DEI has hosted two previous Business Enterprise Expos, both of which had over 300 attendees and seventy business participants; and

WHEREAS, the 2024 Business Enterprise Expo is in accordance with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity” and the strategy to “[b]uild a streamlined and cohesive development process” as described on pages 103 and 111-112 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 the Department of Economic Inclusion are authorized to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City’s 2024 Business Enterprise Expo.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Special Events Fund 314.

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

April 24, 2024

To: Mayor and Members of City Council

202401227

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CFD: Cincinnati Fire Foundation & Cincinnati Parks Foundation Mountain Bike Unit Donations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept an in-kind donation of children's bicycle helmets valued at \$9,300 from the Cincinnati Fire Foundation and Cincinnati Parks Foundation to support the Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit's Community Safety Initiative; **AUTHORIZING** the City Manager to accept a monetary donation of \$25,000 from the Cincinnati Fire Foundation to support the Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit; **AUTHORIZING** the Director of Finance to deposit the donated resources into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$25,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x271x7300 to provide resources to support Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit.

This Emergency Ordinance authorizes the City Manager to accept an in-kind donation of children's bicycle helmets valued at \$9,300 from the Cincinnati Fire Foundation and Cincinnati Parks Foundation to support the Cincinnati Fire Department (CFD) Emergency Medical Services (EMS) Mountain Bike Unit's Community Safety Initiative. Secondly, this Emergency Ordinance authorizes the City Manager to accept a monetary donation of \$25,000 from the Cincinnati Fire Foundation to support the Cincinnati Fire Department's EMS Mountain Bike Unit. It further authorizes the Director of Finance to deposit the donated resources into General Fund revenue account no. 050x8571. Finally, this Emergency Ordinance authorizes the transfer and appropriation of \$25,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x271x7300 to provide resources to support the Cincinnati Fire Department's EMS Mountain Bike Unit.

The Cincinnati Fire Foundation and Cincinnati Parks Foundation are partnering to donate 1,000 children's bicycle helmets valued at \$9,300. CFD's EMS Mountain Bike Unit will distribute the donated helmets at the Smale Family Fun Day events on June 6th, July 11th, and August 1, 2024, in promotion of bicycle safety.

The Cincinnati Fire Foundation has also agreed to donate \$25,000 to support department training efforts in May 2024. Donated resources will enable the Fire Department to expand and enhance the EMS Mountain Bike Unit by increasing membership, providing essential equipment and uniforms, and enhancing member knowledge and skills.

These donations do not require new FTEs/full time equivalents or matching funds.

Acceptance of these donations 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 reason for the emergency is the immediate need for the Cincinnati Fire Department to accept and utilize the donated resources.

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 accept an in-kind donation of children’s bicycle helmets valued at \$9,300 from the Cincinnati Fire Foundation and Cincinnati Parks Foundation to support the Cincinnati Fire Department’s Emergency Medical Services Mountain Bike Unit’s Community Safety Initiative; **AUTHORIZING** the City Manager to accept a monetary donation of \$25,000 from the Cincinnati Fire Foundation to support the Cincinnati Fire Department’s Emergency Medical Services Mountain Bike Unit; **AUTHORIZING** the Director of Finance to deposit the donated resources into General Fund 050 revenue account no. 050x8571; and **AUTHORIZING** the transfer and appropriation of \$25,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x271x7300 to provide resources to support Cincinnati Fire Department’s Emergency Medical Services Mountain Bike Unit.

WHEREAS, the Cincinnati Fire Foundation and the Cincinnati Parks Foundation have agreed to make monetary and in-kind donations valued at \$34,300 in support of the Emergency Medical Services (“EMS”) Mountain Bike Unit; and

WHEREAS, the Cincinnati Fire Foundation and the Cincinnati Parks Foundation are donating children’s bicycle helmets valued at \$9,300 to support the Cincinnati Fire Department’s EMS Mountain Bike Unit’s Community Safety Initiative; and

WHEREAS, the donated children’s helmets will be distributed by the EMS Mountain Bike Unit at the Smale Family Fun Day events on June 6, 2024, July 11, 2024, and August 1, 2024; and

WHEREAS, the value of the in-kind donation is greater than the parameters established by Ordinance No. 62-2024, necessitating a separate ordinance; and

WHEREAS, the Cincinnati Fire Foundation has agreed to make an additional monetary donation of \$25,000 to support training in May 2024, which will enable the Cincinnati Fire Department to expand and enhance the EMS Mountain Bike Unit by increasing membership, providing essential equipment and uniforms, and enhancing member knowledge and skills; and

WHEREAS, there are no matching funds required to accept this donation, and there are no FTEs/full time equivalents associated with this donation; and

WHEREAS, acceptance of these donations 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 an in-kind donation of children's bicycle helmets valued at \$9,300 from the Cincinnati Fire Foundation and the Cincinnati Parks Foundation to support the Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit's Community Safety Initiative.

Section 2. That the City Manager is authorized to accept a donation of \$25,000 from the Cincinnati Fire Foundation to support the Cincinnati Fire Department Emergency Medical Services Mountain Bike Unit.

Section 3. That the Director of Finance is authorized to deposit the donated resources into General Fund 050 revenue account no. 050x8571.

Section 4. That Council authorizes the transfer and appropriation of \$25,000 from the unappropriated surplus of General Fund 050 to Cincinnati Fire Department non-personnel operating budget account no. 050x271x7300 to support the Cincinnati Fire Department's Emergency Medical Services Mountain Bike Unit.

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the Cincinnati Fire Department to accept and utilize the donated resources.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: April 24, 2024

To: Mayor and Members of City Council 202401222
From: Sheryl M.M. Long, City Manager
Subject: **Ordinance – Chapter 321 for Procurement Innovation**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 321, “Procurement and Disposal of Supplies, Services and Construction,” of the Cincinnati Municipal Code by AMENDING Sections 321-1-P, “Professional Services,” 321-1-S, “Service,” 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” 321-15, “Procurement; Supplies, Services and Construction in Excess of \$50,000.00 but not Greater Than \$250,000.00,” 321-17, “Procurement; Supplies, Services and Construction in Excess of \$250,000.00,” 321-19 “Procurement; Professional Services,” 321-31, “Bid; Opening of Bids,” 321-61, “Proposal; Opening of Proposal,” and 321-97, “Contracts; Joint and Cooperative Purchasing Options.”

cc: Emily Smart Woerner, City Solicitor *EESW/pch*

EESW/JBM(dmm)
Attachment
396171

MODIFYING the provisions of Chapter 321, “Procurement and Disposal of Supplies, Services and Construction,” of the Cincinnati Municipal Code by **AMENDING** Sections 321-1-P, “Professional Services,” 321-1-S, “Service,” 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” 321-15, “Procurement; Supplies, Services and Construction in Excess of \$50,000.00 but not Greater Than \$250,000.00,” 321-17, “Procurement; Supplies, Services and Construction in Excess of \$250,000.00,” 321-19 “Procurement; Professional Services,” 321-31, “Bid; Opening of Bids,” 321-61, “Proposal; Opening of Proposal,” and 321-97, “Contracts; Joint and Cooperative Purchasing Options.”

WHEREAS, the Administration engaged in a detailed, cross-departmental review of the existing procurement process for the purchase of services; and

WHEREAS, that review process identified opportunities for streamlining departmental procurement of personal services and for potentially providing greater access to City contracting for small, diverse vendors; and

WHEREAS, the Administration intends to make administrative changes to the existing procurement process for the purchase of certain services valued at \$50,000 or less, as a pilot program, to allow the City to gauge the impact, if any, such changes may have on the use of diverse vendors; and

WHEREAS, revisions to Chapter 321 of the Cincinnati Municipal Code will be necessary to support those administrative changes; and

WHEREAS, the review process also identified other procurement procedures for which clarification or deletion of obsolete references is necessary; now, therefore,

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

Section 1. That Sections 321-1-P, “Professional Services,” 321-1-S, “Service,” 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” 321-15, “Procurement; Supplies, Services and Construction in Excess of \$50,000.00 but not Greater Than \$250,000.00,” 321-17, “Procurement; Supplies, Services and Construction in Excess of \$250,000.00,” 321-19 “Procurement; Professional Services,” 321-31, “Bid; Opening

of Bids,” 321-61, “Proposal; Opening of Proposal,” and 321-97, “Contracts; Joint and Cooperative Purchasing Options” are hereby amended as follows:

Sec. 321-1-P. – Professional Services.

“Professional services” shall mean personal services that:

- (a) Are provided by a person with an active license, credential, or certification as an accountant, architect, attorney at law, physician, professional engineer, surveyor, or appraiser issued by the appropriate body in the respective field who is providing services in their capacity as such and which involve extended analysis, expression of opinion, exercise of discretion and independent judgment in their performance;
~~and or~~
- (b) Are consulting services that involve an advanced, specialized knowledge, expertise, or training customarily acquired by either a prolonged course of study or equivalent experience in a field, which may require a license, official certification, or authorization by a state or national organization or body fields identified by the city manager by administrative regulation.

Sec. 321-1-S. – Service.

“Service” shall mean the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term shall not include employment agreements, ~~or~~ collective bargaining agreements, or professional services.

Sec. 321-13. - Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00.

The following shall apply to contracts for supplies, services, or construction involving an expenditure in excess of \$5,000.00 but not in excess of \$50,000.00:

- (a) The city purchasing agent may award and enter into such contracts without additional approval by the city manager or board or commission on whose behalf the procurement is made.
- (b) Such contracts shall be competitively procured by request for quotes or ITB. The
~~city manager or the city purchasing agent may invite competitive bidding by announcement without advertisement and~~ may waive the requirement for bid or performance surety.
- (c) Certified SBEs, SLBEs, and ELBEs registered as vendors with the city in the commodity class applicable to the procurement will receive notice of the procurement via e-mail, through the city’s online procurement system.

~~(d) — Notice must be provided to certified SBEs, SLBEs, and ELBEs in the commodity code, and at least two, but not more than, three quotes must first be obtained from certified SBEs, SLBEs, and ELBE listed in the commodity code.~~

~~(e) (1) — If there is only one certified SBE, SLBE, or ELBE in the commodity code or only one certified SBE, SLBE, or ELBE in the commodity responds to the city's request for quote, then two additional quotes must be obtained from businesses in the commodity code that are not certified SBEs, SLBEs, or ELBEs.~~

~~(2) — If the quote from the certified SBE, SLBE, or ELBE is not the lowest and best quote of the three received by the city, the certified SBE, SLBE, or ELBE will be awarded the contract if it agrees to match the lowest and best quote. If the certified SBE, SLBE, or ELBE does not agree to match the lowest and best quote within three business days after the city offers that business the opportunity to match the lowest and best quote, then the contract will be given to the non-certified SBE, SLBE or ELBE or non-SBE/SLBE/ELBE that submitted the lowest and best quote.~~

~~(f)~~(d) For purchases of \$50,000.00 or less, the contract must be awarded to a certified SBE, SLBE, or ELBE listed in the commodity code, unless one of the following occurs:

- (1) The contract is awarded pursuant to subsection (e) ~~above~~ below;
- (2) There are no certified SBEs, SLBEs, or ELBEs in the commodity code;
- (3) No certified SBE, SLBEs, or ELBEs in the commodity code provide a quote;
- (4) The city purchasing agent determines in writing that it is impractical or not in the best interest of the city to award the contract to the certified SBE, SLBE, or ELBE based on price; or
- (5) The city purchasing agent rejects all quotes from certified SBEs, SLBEs or ELBEs.

If one of ~~these four situations~~ the circumstances listed in subsections (2) through (5) above occurs exists, then three quotes should be obtained from businesses in the commodity code that are not certified SBEs, SLBEs or ELBEs or are not SBEs, SLBEs, or ELBEs, and competitive bidding shall be conducted pursuant to policies promulgated by the city purchasing agent.

(e) (1) If a quote process is utilized, at least two but not more than three quotes must first be obtained from certified SBEs, SLBEs, or ELBEs listed in the commodity code.

(2) If there is only one certified SBE, SLBE, or ELBE in the commodity code or only one certified SBE, SLBE, or ELBE in the commodity responds to the city's request for quote, then two additional quotes must be obtained from businesses in the commodity code that are not certified SBEs, SLBEs, or ELBEs.

(3) If the quote from a business that is not a certified SBE, SLBE, or ELBE is the lowest and best quote of the three received by the city, the certified SBE, SLBE, or ELBE will be awarded the contract if it agrees to match the lowest and best quote. If the certified SBE, SLBE, or ELBE does not agree to match the lowest and best quote within three business days after the city purchasing agent offers that business the opportunity to match the lowest and best quote, then the contract will be given to the business that submitted the lowest and best quote, regardless of certification status.

~~(g)~~(f) The city purchasing agent may establish a contract award rotation process for SBEs, SLBEs, and ELBEs certified in specific commodity codes to make contract award opportunities equitably available to such businesses.

~~(h)~~(g) Surety.

(1) The city purchasing agent will have discretion regarding bonding requirements for both bid and performance surety, including without limitation, the amount of such bonds.

(2) The city purchasing agent shall establish a commodity and a threshold exemption for surety and bond requirements.

This section shall not apply to bids, requests for proposals, or requests for qualifications or other procurement processes identified to be a part of the city's sheltered market program as provided in CMC Section 323-19. The purchasing agent shall be responsible for awarding and executing all contracts awarded through the sheltered market program.

Sec. 321-15. - Procurement; Supplies, Services and Construction in Excess of \$50,000.00 but not Greater Than \$250,000.00.

The following shall apply to contracts for supplies, services, or construction involving an expenditure in excess of \$50,000.00 but not in excess of \$250,000.00:

(a) The city purchasing agent may award and enter into such contract without additional approval by the city manager or board or commission on whose behalf the procurement is made.

(b) The city manager or the city purchasing agent ~~may~~shall invite competitive bidding by advertisement.

- (c) The city manager or the city purchasing agent may waive the requirement for bid or performance surety except as otherwise provided herein. Performance surety for construction contracts in excess of \$50,000.00 shall not be waived.
- (d) Registered and certified ~~Certified~~ SBEs, SLBEs, and ELBEs in the commodity class will receive notice via e-mail, and every effort should be made to award the contract to a certified SBE, SLBE, or ELBE.

This section shall not apply to bids, requests for proposals, or requests for qualifications or other procurement processes identified to be a part of the city's sheltered market program as provided in CMC Section 323-19. The purchasing agent shall be responsible for awarding and executing all contracts awarded through the sheltered market program.

Sec. 321-17. - Procurement; Supplies, Services and Construction in Excess of \$250,000.00.

The following shall apply to contracts for supplies, services, or construction involving an expenditure in excess of \$250,000.00:

- (a) The city purchasing agent may make any contract to purchase supplies, services, or construction with additional approval of the city manager, or the board or commission on whose behalf the contract is made.
- (b) In the case of any contract for the procurement of supplies or services involving an expenditure in excess of \$250,000.00 within a 12-month period, the city purchasing agent shall invite competitive bidding by advertising and may waive the bid or performance surety, if deemed by the city purchasing agent to be in the best interest of the city.
- (c) In the case of any contract for construction involving an expenditure in excess of \$250,000.00 for the length of the contract, the city purchasing agent shall invite competitive bidding by advertising, may waive the posting of bid surety if deemed by the city purchasing agent to be in the best interest of the city, and shall require performance surety of 100% percent of the contract amount.
- (d) The city purchasing agent shall use the following procedure for contracts covered by this section:
 - (1) Each week a listing of such items to be procured shall be ~~inserted in the City Bulletin under the heading "Notice — Bids Wanted" or in~~ advertised on the web-based procurement system maintained by the city purchasing agent indicating the item, reference number, and ~~bid solicitation~~ closing date.
 - (2) The notice ~~shall~~ also shall indicate the following for each item:
 - (A) Time of solicitation closing, including date and time ~~That sealed bids will be received at the office of the city purchasing agent until 12:00 noon (local time) on the date specified; and~~

~~(B) That copies of the inquiry are available from the office of the city purchasing agent; and~~

~~(C)~~(B) That performance surety may be required for supplies and service contracts and shall be required for all construction contracts in excess of \$50,000.00.

- (e) For the procurement of supplies, services, and construction in excess of \$250,000.00, registered and certified SBEs, SLBEs, and ELBEs in the commodity class will receive notice via email through the online procurement system.

Sec. 321-19. – Procurement; Professional Services.

Professional services contracts shall be the responsibility of the city manager or appropriate board or commission with contracting authority. Any department, board, or commission may contract for such services without competitive procedures and without requiring a performance surety, subject to any limitations that may be established by the city manager through administrative regulation. ~~The city purchasing agent shall promulgate procedures for the procurement of professional services.~~

Sec. 321-31. - Bids; Opening of Bids.

- (a) Bids invited by the city purchasing agent by advertisement if the bid is expected to be in excess of \$250,000 shall be accepted via the web-based procurement system at the time and date opened at the time, date and place specified in the invitation for bid-and. Results shall be publicly posted ~~read~~ in accordance with procedures promulgated by the city purchasing agent.
- (b) Bids invited by the city purchasing agent by announcement or by advertisement if the bid is expected to be in excess of \$50,000 but not greater than \$250,000 shall be received and recorded by the city purchasing agent or a designee. No public posting opening or reading of bids is required.
- (c) All bids received by the city purchasing agent shall be subject to disclosure in response to a public records request pursuant to the requirements and limitations of Ohio Revised Code Sections 9.28, §-149.43, and any successor laws.

Sec. 321-61. – Proposal; Opening of Proposal Public Records.

~~All proposals shall be opened at the time, date and place specified in the request for proposal in accordance with procedures promulgated by the city purchasing agent.~~ All proposals received by the city purchasing agent shall be subject to disclosure in response to a public records request pursuant to the requirements and limitations of Ohio Revised Code Sections 9.28, §-149.43, and any successor laws.

Sec. 321-97. – Contracts; Joint and Cooperative Purchasing Options.

- (a) The city purchasing agent may procure supplies, services, equipment, or materials through any of the following methods:
 - (1) By participating in contracts procured or awarded by any department, division, agency, or political subdivision of the state, including without limitation, contracts awarded by the Ohio department of administrative services.
 - (2) By participating in contracts for services, materials, equipment, or supplies in a joint purchasing program operated by or through a state or national association of political subdivisions if the city is eligible for membership, ~~including, but not limited to, the U.S. Communities Government Purchasing Alliance.~~
 - (3) By participating in contract offerings from ~~the federal~~ other government entities that are available to a political subdivision including, but not limited to, contract offerings from the general services administration.
- (b) The city hereby authorizes the city manager or the city purchasing agent in the name of the city, without advertising and bidding, to participate in such contracts described in subsection (a) above. When the city manager or city purchasing agent finds it in the best interest of the city to participate in such contracts, the following shall apply:
 - (1) The city will be bound by such terms and conditions as the contracts prescribe;
 - (2) The city will directly pay the vendor under such contracts; and
 - (3) Performance surety may be waived by the city purchasing agent.
- (c) The city purchasing agent may permit one or more other political subdivisions to participate in contracts into which the city has entered for the acquisition of equipment, materials, supplies, or services, and may charge such participating political subdivisions a reasonable fee to cover any additional costs incurred as a result of their participation.
- (d) The city purchasing agent is authorized to do all the things necessary to carry out the provisions of this section.

Section 2. That the existing Sections 321-1-P, “Professional Services,” 321-1-S, “Service,” 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” 321-15, “Procurement; Supplies, Services and Construction in

Excess of \$50,000.00 but not Greater Than \$250,000.00,” 321-17, “Procurement; Supplies, Services and Construction in Excess of \$250,000.00,” 321-19, “Procurement; Professional Services,” 321-31, “Bid; Opening of Bids,” Section 321-61, “Proposal; Opening of Proposal,” and Section 321-97, “Contracts; Joint and Cooperative Purchasing Options,” of the Cincinnati Municipal Code are hereby repealed.

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 July 1, 2024.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

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

April 24, 2024

To: Mayor and Members of City Council 202401229

From: Sheryl M.M. Long, City Manager

CC: Natasha S. Hampton, Assistant City Manager

Subject: Emergency Ordinance – Warren County Water Service Agreement

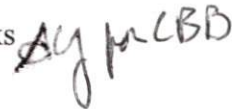
Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Sixth Amendment to the Warren County Water Area Contract between the City of Cincinnati and the Board of County Commissioners of Warren County, Ohio to modify the area in the original agreement to be served by the City.

The City of Cincinnati's Greater Cincinnati Water Works ("GCWW") and the Board of County Commissioners of Warren County, Ohio are parties to a contract dated February 17, 1995, for the City to supply surplus water to defined unincorporated areas within Warren County. A number of property owners in the unincorporated area of Warren County do not currently have public water service or convenient access to a Warren County water main and have indicated their interest in obtaining retail water service from nearby GCWW water mains. This ordinance is to authorize the City Manager to enter into a Sixth Amendment to add the properties listed in the Exhibit to the "Warren County Retail Water Area" as defined in the contract so that they may be served by Cincinnati's GCWW under the Water Contract's terms.

The Administration recommends passage of this Emergency Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works



EMERGENCY

CFG

-2024

AUTHORIZING the City Manager to execute a Sixth Amendment to the Warren County Water Area Contract between the City of Cincinnati and the Board of County Commissioners of Warren County, Ohio to modify the area in the original agreement to be served by the City.

WHEREAS, the City of Cincinnati (“City”) and the Board of County Commissioners of Warren County, Ohio (“County”) entered into a Warren County Water Area Contract (as amended, “Water Contract”), dated February 17, 1995, providing for the City to supply surplus water within certain portions of Warren County; and

WHEREAS, the City and the County entered into the First Amendment to the Warren County Water Area Contract on December 12, 1996, to define the Wholesale Water Area in Warren County to be the entire county; and

WHEREAS, the City and the County entered into the Second Amendment to the Warren County Water Area Contract on June 17, 1997, to provide for improvements, including the construction of a transmission main to increase the supply of water to Warren County; and

WHEREAS, the City and the County entered into the Third Amendment to the Warren County Water Area Contract on February 15, 2017, to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the City and the County Entered into the Fourth Amendment to the Warren County Water Area Contract on December 23, 2020, to add certain properties in the unincorporated area of Warren County to the “Warren County Retail Water Area,” as defined in the Water Contract, so that they could be served by the City’s Greater Cincinnati Water Works (“GCWW”) under the terms of the Water Contract; and

WHEREAS, the City and the County entered into the Fifth Amendment to the Warren County Water Area Contract on December 21, 2022, to add certain properties in the unincorporated area of Warren County to the “Warren County Retail Water Area,” as defined in the Water Contract, so that they could be served by GCWW under the terms of the Water Contract; and

WHEREAS, certain properties in the unincorporated area of Warren County (listed in Exhibit A hereto) (“Properties”) do not currently have public water service and do not have convenient access to a Warren County Water main; and

WHEREAS, GCWW has water mains in the vicinity of the Properties and is able to provide retail water service to the Properties; and

WHEREAS, the City and the County desire to enter into a Sixth Amendment to the Warren County Water Area Contract in a form substantially similar to Exhibit A hereto, in order to add the Properties to the “Warren County Retail Water Area” as defined in the Water Contract so that they may be served by the City under the Water Contract’s terms; and

WHEREAS, pursuant to section 6(D) of the Retail Water Service Agreement between the City and the City of Mason, Ohio, the City of Mason has consented to the use of a portion of the Mason Water Utility to provide service to the Properties in the unincorporated area of Warren County as described in Exhibit A; 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 the Sixth Amendment to the Warren County Water Area Contract between the City of Cincinnati and the Board of County Commissioners of Warren County, Ohio, in substantially the form of the attached Exhibit A, to modify the area in the original agreement to be served by the City.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of the Warren County Water Area Contract as amended.

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 4 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute the Amendment so that the City may begin providing water to the properties added to the Warren County Retail Water Area at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

**SIXTH AMENDMENT
TO THE WARREN COUNTY WATER AREA CONTRACT**

This *Sixth Amendment to the Warren County Water Area Contract* (“Sixth Amendment”) is made and entered into effective as of the later of such dates indicated below the parties’ respective signatures hereto (the “Effective Date”) by and between the City of Cincinnati (“Cincinnati”), acting through its City Manager, and the board of County Commissioners of Warren County, Ohio (“County”), acting pursuant to chapters 307 and 308 of the Revised Code of Ohio.

WITNESSETH:

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a *Warren County Water Area Contract* dated February 17, 1995 (as amended, the “Contract”), providing for Cincinnati through its Greater Cincinnati Water Works (“GCWW”) to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the *First Amendment to the Warren County Water Area Contract* on December 12, 1996 to collaborate on the construction of a transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the *Second Amendment to the Warren County Water Area Contract* on June 17, 1997 for improvements including the construction of a transmission main along Columbia Road and Socialville-Foster Road and oversizing of the State Route 3/U.S. Route 22 transmission main to increase the supply of water to Warren County; and

WHEREAS, the County and Cincinnati entered into the *Third Amendment to the Warren County Water Area Contract* on February 15, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the County and Cincinnati entered into the *Fourth Amendment to the Warren County Water Area Contract* on December 23, 2020 to add certain properties in the unincorporated area of Warren County to the “Warren County Retail Water Area” as defined in the Contract so that they could be served by Cincinnati’s GCWW under the Contract’s terms; and

WHEREAS, the County and Cincinnati entered into the *Fifth Amendment to the Warren County Water Area Contract* on December 21, 2022, to add certain properties in the unincorporated areas of Warren County to the “Warren County Retail Water Area” as defined in the Contract so that they could be served by Cincinnati’s GCWW under the Contract’s terms; and

WHEREAS, additional properties in the unincorporated area of Warren County (listed in Exhibit A hereto, referred to hereafter as the “Properties”) do not currently have public water service, and do not have convenient access to a Warren County water main; and

WHEREAS, GCWW has water mains in the vicinity of the Properties and is able to provide retail water service to the Properties; and

WHEREAS, the County and Cincinnati desire to enter into this Sixth Amendment to add the Properties to the "Warren County Retail Water Area" as defined in the Contract so that they may be served by Cincinnati's GCWW under the Contract's terms;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto agree to amend and supplement the Contract as follows:

1. **Warren County Retail Water Area.** The definition of "Warren County Retail Water Area" in Section 1(b) of the Contract shall be amended to add the parcels listed on Exhibit A and depicted in the areas shown in the maps on Exhibit B hereto.
2. **Ratification.** All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Contract, as amended hereby, is hereby ratified by the parties.
3. **Counterpart Execution.** This Sixth Amendment may be executed in counterparts and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.
4. **Exhibits.** The following exhibits are hereby attached and incorporated into this Sixth Amendment:
 - a. Exhibit A – List of the Properties
 - b. Exhibit B – Map depicting the Properties

[SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI

IN WITNESS WHEREOF, the City of Cincinnati has caused this Sixth Amendment to be executed by its City Manager on the date stated below, pursuant to Ordinance No. _____, dated _____, 2024.

CITY OF CINCINNATI

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

Date: _____, 2024

RECOMMENDED BY:

Cathy B. Bailey, Executive Director
Greater Cincinnati Water Works

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

WARREN COUNTY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Contract to be executed by _____, its _____, on the date stated below, pursuant to Board Resolution No. _____, dated _____, 2024.

**THE BOARD OF COUNTY
COMMISSIONERS OF WARREN COUNTY,
OHIO**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____, 2024

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Assistant Prosecuting Attorney

Exhibit A

List of Additional Unincorporated Properties to be Served by the Mason Water Utility

February 28, 2024

Account No.	Parcel No.	Area (Acres)	House Number	Road	Township
6500854	1221400001	0.842	3490	BUNNELL ROAD	Union
6501036	1221300008	0.64	0	BUNNELL ROAD	Union

Property information from Warren County Auditor

Exhibit B

Map of Additional Unincorporated Properties to be Served by the Mason Water Utility

February 28, 2024



April 24, 2024

To: Mayor and Members of City Council 202401230
From: Sheryl M.M. Long, City Manager
Subject: Emergency Legislative Resolution: 2025 Property Tax Millage

Submitted herewith is an Emergency Legislative Resolution captioned as follows:

AUTHORIZING tax levies for the calendar year beginning January 1, 2025, certifying them to the Hamilton County Auditor pursuant to O.R.C. § 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to O.R.C. § 321.34.

The Hamilton County Budget Commission has approved the FY 2025 Tax Budget proposed and approved by City Council on December 13, 2023. The attached resolution is necessary to certify the property tax millage for calendar year 2025. This is the last required administrative step in the process. This resolution does not increase the property tax rate. It simply certifies the current rates to the General Fund operating millage at 6.10 mills and the debt service millage at 7.50 mills. The Hamilton County Auditor estimates that the operating millage of 6.10 will generate property tax revenue of \$48,616,286.

State Law requires that the approved resolution be submitted to the County by May 27, 2024, therefore the resolution must be passed by Council prior to this date.

cc: William “Billy” Weber, Assistant City Manager
Karen, Alder, Finance Director

Attachment

EMERGENCY

Legislative Resolution

LES

RESOLUTION NO. _____ - 2024

AUTHORIZING tax levies for the calendar year beginning January 1, 2025, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

WHEREAS, Council adopted a tax budget for the calendar year beginning January 1, 2025; and

WHEREAS, the County Budget Commission has approved the budget and estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and the parts within and outside of the ten mill limitation; and

WHEREAS, per the attached extension notification, the Ohio Department of Taxation has extended the statutory deadline by which date the City must authorize the necessary tax levies to the County Auditor until May 27, 2024; and

WHEREAS, Council must request payment of funds derived from taxes and other sources payable to the County Treasury to be made to the account of the City of Cincinnati, which funds are lawfully applicable to the purpose of the calendar year; now, therefore,

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

Section 1. That there is hereby levied on the tax duplicate of the City of Cincinnati for the calendar year beginning January 1, 2025, the rate of each tax necessary to be levied as follows:

	Amount to be derived from levies inside	Amount to be derived from levies outside	Estimate of Rate to be levied		
<u>Fund</u>	<u>Millage</u>	<u>Millage</u>	<u>Inside Mills</u>	<u>Outside Mills</u>	<u>Total Mills</u>
General	\$ - - -	\$48,616,286	- - -	6.10	6.10
Bond Retirement	\$28,111,424	\$31,785,076	3.52	3.98	7.50
Total	\$28,111,424	\$80,401,362	3.52	10.08	13.60

Section 2. That the Hamilton County Auditor and Hamilton County Treasurer are requested to pay to the Treasurer of the City of Cincinnati monies from taxes and other sources in the County Treasury to the account of the City that are lawfully applicable to the purpose of this calendar year.

Section 3. That the Clerk of Council is directed to file a certified copy of this legislative resolution with the County Auditor.

Section 4. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that the City can meet the May 27, 2024, filing deadline with the County Auditor pursuant to the attached extension granted by the Ohio Department of Taxation.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

JOURNAL ENTRY

Date: FEB 09 2024

The Honorable Brigid Kelley
Hamilton County Auditor
138 E. Court St.
Cincinnati, Ohio 45202

Entry Number: 24-02-0038

Re: Approval of Extension for the Hamilton County Budget Commission to Complete its Work

The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on February 6, 2024, for an extension of time beyond the statutory date of March first to complete its work, as provided by Ohio Revised Code section 5705.27, finds that the extension of time is necessary and approves April 26, 2024, as the date within which such work shall be completed, pursuant to Ohio Revised Code section 5705.341 (last para.).

The Tax Commissioner also extends the March first deadline contained in Ohio Revised Code section 5705.34 for the political subdivision to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the political subdivision must authorize the tax levies to the auditor by May 27, 2024. The County Auditor must notify each political subdivision affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL

Robert Ha

PATRICIA HARRIS
TAX COMMISSIONER

/s/ Patricia Harris

Patricia Harris
Tax Commissioner

April 24, 2024

To: Mayor and Members of City Council

202401248

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Property Disposal Notwithstanding Ordinance

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to dispose of personal property from the Duke Energy Convention Center in advance of the closure and renovation of the center, notwithstanding the prohibitions in Cincinnati Municipal Code Sections 321-141 and 321-143 governing the disposal of City-owned personal property.

As part of the planned closure and renovation of the Duke Energy Convention Center, the City Administration has been working with 3CDC and Duke Energy Convention Center staff on a plan for managing all city-owned personal property currently at the DECC. This includes such things as tables and chairs for events, attic stock of various sundries, and outdated or broken equipment. There is a significant volume of this type of city-owned personal property that has accumulated overtime at the facility.

Presently, the Cincinnati Municipal Code would require a value appraisal to determine permissible disposition strategies for each item; however, valuation of the volume and nature of this personal property is not practical and will not permit for timely disposition ahead of the planned July 1 closure date of the facility.

Therefore, the Administration is requesting flexibility from the strict requirements of the Cincinnati Municipal Code in order to facilitate a timely and efficient disposition process. The Administration will make all efforts to ensure the personal property is either reutilized, donated, or sold when feasible.

The Administration recommends passage of this Emergency Ordinance.

cc: William “Billy” Weber, Assistant City Manager

EMERGENCY

AEP

- 2024

AUTHORIZING the City Manager to dispose of personal property from the Duke Energy Convention Center in advance of the closure and renovation of the center, notwithstanding the prohibitions in Cincinnati Municipal Code Sections 321-141 and 321-143 governing the disposal of City-owned personal property.

WHEREAS, the Duke Energy Convention Center will undergo a major renovation that will require its closure for approximately 18 months; and

WHEREAS, the City's construction manager has requested that all personal property be removed from the center by June 30th to prepare for its closure; and

WHEREAS, much of the City-owned personal property located at the center has reached its useful life, has been determined to be obsolete or inoperable, and is no longer needed for any municipal purpose; and

WHEREAS, Cincinnati Municipal Code Sections 321-141 and 321-143 require that City-owned property be disposed of according to specific procedures based on the value of the property; and

WHEREAS, valuation of the City-owned personal property located at the convention center is impractical given its volume, and disposal must occur quickly in order to meet the June 30th deadline for the center's closure; and

WHEREAS, the City Administration will work with the City's construction manager and convention center staff to donate, sell, or otherwise reutilize as much of the City-owned personal property as feasible; 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 dispose of all City-owned personal property located at the Duke Energy Convention Center in the manner determined by the City Manager to be the most efficient and cost effective in order to meet the June 30th deadline for the closure and renovation of the center, notwithstanding the requirements of Cincinnati Municipal Code Sections 321-141 and 321-143 that City-owned personal property be disposed of in a specific manner based on the value of the property and any other municipal law or regulation that might otherwise inhibit the activities specifically permitted herein.

Section 2. That the proper City officials are authorized to do all things necessary and proper to comply with 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 prepare for the closure and renovation of the center.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

April 29, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202401272

Subject: Finance and Budget Monitoring Report for the Period Ending January 31, 2024

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 January 31, 2024, 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 January 31, 2024.

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 \$21.6 million through the end of January. However, this report highlights increased potential expenditure needs in the amount of \$6.6 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. Overtime trended lower in December and January, which is partially attributable to the graduation and deployment of Recruit Class #121. However, the CFD continues to project 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 expired in December 2023 and negotiations have started. 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.
6. The cost of energy is increasing. The City negotiates energy rates through a contractual process in order to secure lower rates. There was a gap between contracts for the month of December, so departments had to pay market rates. A new contract is now in place, but energy rates are higher than under the previous contract. The impact to FY 2024 is estimated at \$2.6 million across all funds. The annual impact is projected at \$5.1 million across all funds. Additionally, there are increased maintenance fees associated with the accounts under the new contract.

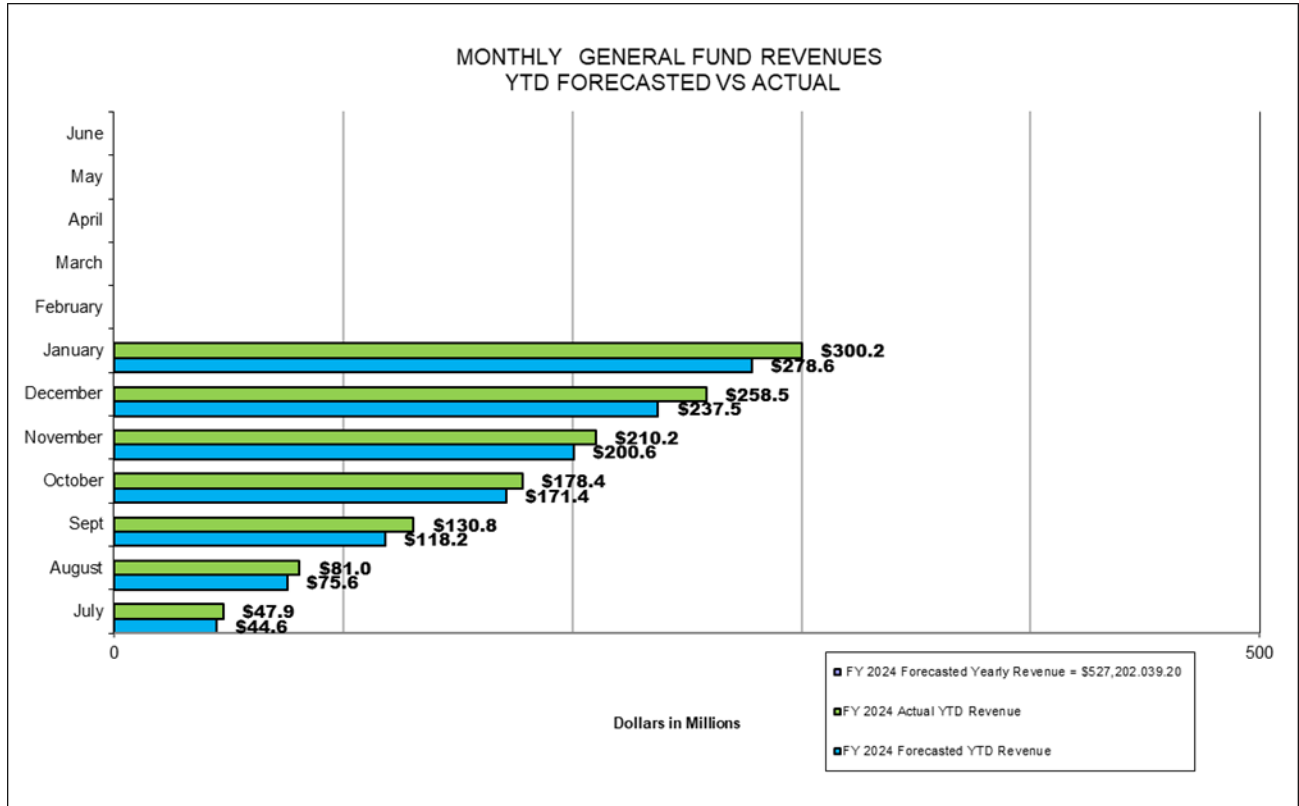
REVENUE

The following report provides an update on the City of Cincinnati's financial condition as of the month ending January 31, 2024. 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 January 31, 2024, and shows that actual revenue of \$300.2 million was above forecasted revenue of \$278.6 million by \$21.6 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		(\$189,293)
City Income Tax	11,120,487	
Admissions Tax	2,376,778	
Short Term Rental Excise Tax	526,712	
Licenses & Permits		(\$1,058,718)
Fines, Forfeitures, & Penalties		(\$1,327,284)
Investment Income	6,362,875	
Local Government	301,270	
Casino	91,922	
Police	1,376,355	
Buildings and Inspections		(\$378,736)
Fire	664,113	
Parking Meter	38	
Other	1,738,710	
	24,559,260	(\$2,954,031)
Difference	21,605,229	

General Fund (favorable variance) is \$21.6 million above the amount forecasted through January in the FY 2024 Budget. This is the seventh month's report for the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

- 1. Income Tax (favorable variance) is \$11.1 million** above the forecasted amount. Income Tax revenue was not projected to increase in FY 2024; however, withholding payments have exceeded estimates and some higher than projected net profits have been received. The Finance Department will continue to closely monitor this category.
- 2. Admission Tax (favorable variance) is \$2.4 million** above estimate. Revenue from summer concerts and larger attendance for baseball games contributed to the positive variance in this category.
- 3. Licenses & Permits (unfavorable variance) is \$1.1 million** below the forecasted amount. Energy aggregation is lagging behind the estimates due to the gas program getting started later in the 2nd quarter and solar field capacity market changes. The estimated number of building permits has held steady; however, the permit revenue is slightly less than estimated due to the reduced size and scope of projects.

4. **Fines, Forfeitures and Penalties (unfavorable variance) is down \$1.3 million.** Parking fine revenue is still below estimate. Upon closer monitoring, estimates will be reduced for the next fiscal year. Maintaining a full complement of enforcement officers and collections are contributing to the variance.
5. **Investment Income (favorable variance) is \$6.4 million** above the forecasted amount. A stronger than expected economy and unpredicted Federal Reserve rate hikes in late 2023 have resulted in higher interest earnings than originally estimated.
6. **Police (favorable variance) is up \$1.4 million.** 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 the forecast.
7. **Fire (favorable variance) is \$664k** above the forecasted amount. An above average number of runs are being performed by the Fire Department resulting in this variance.
8. **Other (unfavorable variance) is \$1.7 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. Community Health Centers (unfavorable variance) is \$5.0 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 by the end of the fiscal year.

EXPENDITURES

The following provides an update on the City of Cincinnati's operating budget position as of the month ending January 31, 2024. 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 54.8% of budget, and commitments are 59.8% of budget in the General Fund 050 as compared to the

estimated period ending January 31, 2024, or 58.3% of the fiscal year. "Non-personnel expenses" are trending higher at 66.1% 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 January 31, 2024, 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 departments 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. City Manager's Office: Office of Environment and Sustainability (\$78,000)

The Office of Environment and Sustainability projects a recycling budget shortfall of \$78,000 in the General Fund. This will be monitored closely.

2. Cincinnati Police Department (\$2.8 million)

The Cincinnati Police Department (CPD) projects a total personnel need of \$2.8 million primarily due to overtime. CPD is estimating the total overtime need to be up to \$3.4 million, 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. This decrease in public event overtime as well as position vacancy savings may partially offset the personnel need for an estimated net personnel need of \$2.8 million. Overtime

spending and lump sum payments will be closely monitored as the fiscal year progresses. Additionally, CPD projects a potential non-personnel need for uniforms related to the additional overtime deployment.

3. Department of Transportation and Engineering (\$70,000)

The Department of Transportation and Engineering projects potential personnel savings, which will be used to partially offset projected contractual services needs in the Traffic Engineering Division primarily due to the expiration of a contract that stabilized energy rates. A net \$70,000 need is estimated in the General Fund.

4. Department of Public Services (\$83,000)

The Department of Public Services (DPS) is reporting a potential need related to unexpected automotive repairs and increased fuel expenses. Additionally, DPS projects a potential personnel need related to the salary increase to the Buildings and Ground Maintenance Crew Leader positions as authorized in Ordinance No. 0328-2023. These needs may be partially offset by personnel savings due to position vacancies. These needs will be monitored closely as the fiscal year progresses.

5. 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. Overtime trended lower again in January, which is partially attributable to the graduation and deployment of Recruit Class #121. However, the CFD continues to project 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. This need may be addressed either by the Election Expense non-departmental account or through the Final Adjustment Ordinance (FAO) if necessary. Additionally, the Clerk's Office may pursue temporary staffing. Any resulting budgetary needs can be offset with personnel and fringe benefit savings.

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. Software needs may be addressed by the Enterprise Software and Licenses non-departmental account or through the Final Adjustment Ordinance (FAO) if necessary.

6. City Manager's Office: Office of Procurement

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

7. 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.

8. City Manager's Office: Internal Audit

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

9. 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.

10. Department of Human Resources

The Department of Human Resources projects a potential contractual services savings, which would be used to purchase and install new cubicles.

11. Department of Finance

The Department of Finance projects a potential fringe benefit need in the Office of the Director. This need may be offset by personnel savings in other agencies. Transfers in the Final Adjustment Ordinance (FAO) may be required.

12. 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.

13. Department of City Planning and Engagement

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

14. Citizen Complaint Authority

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

15. 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.

16. Cincinnati Parks Department

The Parks Department is behind on reimbursement processing due to staffing changes. The Parks Department is expected to have no budget savings or need by year end once reimbursement processing is complete.

17. 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.

18. Department of Economic Inclusion

The Department of Economic Inclusion projects potential personnel savings due to position vacancies. This will offset a need in non-personnel related to professional training opportunities for DEI staff.

19. Non-Departmental Accounts

The Judgments Against the City account is currently 99.2% committed. Depending on future judgments or settlements, additional resources may be required. Additionally, a need of \$13,000 is reported in the Public Employees Assistance Program (PEAP) account. This need can be offset by savings in other non-departmental accounts.

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 48.1% expended year to date. The Greater Cincinnati Water Works (GCWW) projects no budget savings or need at this time. The Division of Supply projects a possible waste removal need related to lagoon sludge

hauling, which 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 42.7% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects no budget savings or needs.

C. Duke Energy Convention Center Fund 103

Duke Energy Convention Center Fund 103 is 47.4% expended year to date. The Convention Center may have a potential non-personnel need during the forthcoming management transition process.

D. General Aviation Fund 104

General Aviation Fund 104 is 43.8% 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 65.1% expended year to date, which reflects expenses for the calendar year (CY) 2023 golf season. Water utility expenses are greater than expected 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 43.3% 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 recycling budget shortfall of \$78,000 in the Stormwater Management Fund. 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 52.2% expended year to date. The Finance Department projects potential savings in contractual services due to only one planned debt issuance and 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 January 31, 2024, 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 41.8% expended year to date. The Department of Public Services anticipates a potential need related to unexpected vehicle repair costs that may be offset by other personnel savings. The Department of Transportation and Engineering projects possible personnel and non-personnel savings in the Traffic Services agency, which may be partially offset with contractual savings in the Traffic Engineering agency.

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 52.4% 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. However, since the Income Tax-Infrastructure Fund performed better than expected by the end of FY 2023, and existing fund balance was available to provide additional resources to these departments, a mid-year budget adjustment, Ordinance No. 0406-2023, was approved by the City Council to begin to address the shortfall in the Department of Public Services and the Department of Transportation and Engineering with supplemental appropriations. DOTE currently projects a personnel need due to reduced capital improvement program project reimbursements; however, these needs may be offset with savings in other agencies. DPS anticipates no budget savings or needs at this time. 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. 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 46.2% 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 40.1% 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 need, pending reimbursement processing.

E. Sawyer Point Fund 318

Sawyer Point Fund 318 is 32.9% expended year to date. The Parks Department projects no budget savings or need in Fund 318, pending reimbursement processing.

F. Recreation Special Activities Fund 323

Recreation Special Activities Fund 323 is currently 54.5% expended year to date. The Cincinnati Recreation Commission (CRC) projects no budget savings or need in Fund 323. However, revenues are trending below estimates due to delays in processing cash receipts. CRC made progress on processing cash receipts in January, but this fund will continue to 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 13.6% expended year to date. The Parks Department projects no budget savings or need in Fund 329, pending reimbursement processing.

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 12.3% 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 51.3% 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 pharmaceuticals, 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 47.1% 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 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 43.3% 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 37.6% expended year to date. The Department of Transportation and Engineering projects a net need of \$100,000 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 agency. These needs will be monitored closely.

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

The CLEAR Fund is 26.1% expended year to date. Enterprise Technology Solutions projects no budget savings or need for FY 2024.

Summary

Through January 31, 2024, 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, lasting impacts from the COVID-19 pandemic related to supply chain issues, and the cost of energy. 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 January 31, 2024.

Submitted herewith are the following Department of Finance reports:

2. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of January 31, 2024.
3. Audit of the City Treasurer's Report for the month ended December 31, 2023.
4. Statement of Balances in the various funds as of January 31, 2024.

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 01/31/2024**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
050	General	PERSONNEL SERVICES	296,453,521.00	169,347,268.54	57.1%	.00	169,347,268.54	57.1%	127,106,252.46
		EMPLOYEE BENEFITS	114,434,483.00	69,689,279.96	60.9%	67,943.08	69,757,223.04	61.0%	44,677,259.96
		NON-PERSONNEL EXPENSES	103,826,946.20	43,154,411.69	41.6%	25,471,524.86	68,625,936.55	66.1%	35,201,009.65
		PROPERTIES	20,000.00	.00	0.0%	18,623.40	18,623.40	93.1%	1,376.60
*TOTAL FUND_CD 050			514,734,950.20	282,190,960.19	54.8%	25,558,091.34	307,749,051.53	59.8%	206,985,898.67
101	Water Works	PERSONNEL SERVICES	43,016,640.00	21,046,941.05	48.9%	.00	21,046,941.05	48.9%	21,969,698.95
		EMPLOYEE BENEFITS	17,983,640.00	9,474,235.10	52.7%	.00	9,474,235.10	52.7%	8,509,404.90
		NON-PERSONNEL EXPENSES	64,662,810.00	26,381,189.12	40.8%	20,414,221.77	46,795,410.89	72.4%	17,867,399.11
		DEBT SERVICE	47,154,020.00	26,272,394.81	55.7%	2,766,721.45	29,039,116.26	61.6%	18,114,903.74
*TOTAL FUND_CD 101			172,817,110.00	83,174,760.08	48.1%	23,180,943.22	106,355,703.30	61.5%	66,461,406.70
102	Parking System Facilities	PERSONNEL SERVICES	390,500.00	208,564.65	53.4%	.00	208,564.65	53.4%	181,935.35
		EMPLOYEE BENEFITS	147,190.00	78,946.36	53.6%	.00	78,946.36	53.6%	68,243.64
		NON-PERSONNEL EXPENSES	5,046,730.00	2,170,449.55	43.0%	1,706,219.37	3,876,668.92	76.8%	1,170,061.08
		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	3,305,828.12	42.7%	1,706,219.37	5,012,047.49	64.7%	2,732,572.51
103	Convention-Exposition Center	PERSONNEL SERVICES	116,070.00	39,435.74	34.0%	.00	39,435.74	34.0%	76,634.26
		EMPLOYEE BENEFITS	53,440.00	14,477.94	27.1%	.00	14,477.94	27.1%	38,962.06
		NON-PERSONNEL EXPENSES	10,028,250.00	4,667,232.82	46.5%	4,576,006.06	9,243,238.88	92.2%	785,011.12
		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	4,966,110.61	47.4%	4,576,006.06	9,542,116.67	91.0%	941,243.33
104	General Aviation	PERSONNEL SERVICES	902,780.00	407,139.87	45.1%	.00	407,139.87	45.1%	495,640.13
		EMPLOYEE BENEFITS	389,510.00	153,538.37	39.4%	.00	153,538.37	39.4%	235,971.63
		NON-PERSONNEL EXPENSES	1,002,430.00	422,565.17	42.2%	120,939.22	543,504.39	54.2%	458,925.61
		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	1,024,742.78	43.8%	120,939.22	1,145,682.00	49.0%	1,193,628.00
105	Municipal Golf	PERSONNEL SERVICES	209,700.00	109,576.08	52.3%	.00	109,576.08	52.3%	100,123.92
		EMPLOYEE BENEFITS	76,700.00	42,038.15	54.8%	.00	42,038.15	54.8%	34,661.85
		NON-PERSONNEL EXPENSES	5,875,990.00	3,938,912.14	67.0%	336,828.65	4,275,740.79	72.8%	1,600,249.21
		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	4,411,838.87	65.1%	336,828.65	4,748,667.52	70.1%	2,028,722.48

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 01/31/2024**

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	3,971,167.28	41.0%	.00	3,971,167.28	41.0%	5,723,042.72
		EMPLOYEE BENEFITS	4,191,240.00	1,633,378.69	39.0%	.00	1,633,378.69	39.0%	2,557,861.31
		NON-PERSONNEL EXPENSES	13,140,130.00	5,284,967.76	40.2%	1,289,075.05	6,574,042.81	50.0%	6,566,087.19
		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	12,674,234.39	43.3%	1,289,075.05	13,963,309.44	47.7%	15,283,640.56
151	Bond Retirement - City	PERSONNEL SERVICES	307,010.00	112,463.72	36.6%	.00	112,463.72	36.6%	194,546.28
		EMPLOYEE BENEFITS	125,680.00	38,944.54	31.0%	.00	38,944.54	31.0%	86,735.46
		NON-PERSONNEL EXPENSES	3,563,620.00	644,177.07	18.1%	283,040.07	927,217.14	26.0%	2,636,402.86
		DEBT SERVICE	145,765,610.00	77,367,443.18	53.1%	.00	77,367,443.18	53.1%	68,398,166.82
*TOTAL FUND_CD 151			149,761,920.00	78,163,028.51	52.2%	283,040.07	78,446,068.58	52.4%	71,315,851.42
301	Street Constuction Maintenance & Repair	PERSONNEL SERVICES	6,623,880.00	3,010,344.48	45.4%	.00	3,010,344.48	45.4%	3,613,535.52
		EMPLOYEE BENEFITS	2,784,010.00	1,434,268.49	51.5%	.00	1,434,268.49	51.5%	1,349,741.51
		NON-PERSONNEL EXPENSES	7,420,610.00	2,590,717.47	34.9%	1,468,549.93	4,059,267.40	54.7%	3,361,342.60
		PROPERTIES	.00	.00		.00	.00		.00
*TOTAL FUND_CD 301			16,828,500.00	7,035,330.44	41.8%	1,468,549.93	8,503,880.37	50.5%	8,324,619.63
302	Income Tax-Infrastructure	PERSONNEL SERVICES	13,277,910.00	6,608,094.04	49.8%	.00	6,608,094.04	49.8%	6,669,815.96
		EMPLOYEE BENEFITS	5,071,200.00	2,975,748.49	58.7%	.00	2,975,748.49	58.7%	2,095,451.51
		NON-PERSONNEL EXPENSES	6,380,750.00	3,381,025.55	53.0%	698,122.35	4,079,147.90	63.9%	2,301,602.10
*TOTAL FUND_CD 302			24,729,860.00	12,964,868.08	52.4%	698,122.35	13,662,990.43	55.2%	11,066,869.57
303	Parking Meter	PERSONNEL SERVICES	1,933,630.00	927,826.69	48.0%	.00	927,826.69	48.0%	1,005,803.31
		EMPLOYEE BENEFITS	794,800.00	466,058.51	58.6%	.00	466,058.51	58.6%	328,741.49
		NON-PERSONNEL EXPENSES	2,349,050.00	952,532.77	40.5%	521,299.60	1,473,832.37	62.7%	875,217.63
*TOTAL FUND_CD 303			5,077,480.00	2,346,417.97	46.2%	521,299.60	2,867,717.57	56.5%	2,209,762.43
306	Municipal Motor Vehicle License Tax	PERSONNEL SERVICES	1,703,560.00	807,936.57	47.4%	.00	807,936.57	47.4%	895,623.43
		EMPLOYEE BENEFITS	793,660.00	352,211.75	44.4%	.00	352,211.75	44.4%	441,448.25
		NON-PERSONNEL EXPENSES	1,726,220.00	531,713.00	30.8%	163,394.66	695,107.66	40.3%	1,031,112.34
*TOTAL FUND_CD 306			4,223,440.00	1,691,861.32	40.1%	163,394.66	1,855,255.98	43.9%	2,368,184.02

**CITY OF CINCINNATI
FUND SUMMARY
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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	79,987.53	17.5%	.00	79,987.53	17.5%	376,502.47
		EMPLOYEE BENEFITS	92,550.00	27,109.46	29.3%	.00	27,109.46	29.3%	65,440.54
		NON-PERSONNEL EXPENSES	571,150.00	261,518.83	45.8%	178,268.86	439,787.69	77.0%	131,362.31
*TOTAL FUND_CD 318			1,120,190.00	368,615.82	32.9%	178,268.86	546,884.68	48.8%	573,305.32
323	Recreation Special Activities	PERSONNEL SERVICES	3,402,530.00	1,824,124.19	53.6%	.00	1,824,124.19	53.6%	1,578,405.81
		EMPLOYEE BENEFITS	264,630.00	137,261.54	51.9%	.00	137,261.54	51.9%	127,368.46
		NON-PERSONNEL EXPENSES	2,241,540.00	1,267,592.07	56.6%	265,750.34	1,533,342.41	68.4%	708,197.59
		PROPERTIES	13,860.00	.00	0.0%	.00	.00	0.0%	13,860.00
*TOTAL FUND_CD 323			5,922,560.00	3,228,977.80	54.5%	265,750.34	3,494,728.14	59.0%	2,427,831.86
329	Cincinnati Riverfront Park	PERSONNEL SERVICES	698,560.00	.00	0.0%	.00	.00	0.0%	698,560.00
		EMPLOYEE BENEFITS	335,170.00	3,763.93	1.1%	.00	3,763.93	1.1%	331,406.07
		NON-PERSONNEL EXPENSES	483,370.00	201,837.19	41.8%	95,038.23	296,875.42	61.4%	186,494.58
*TOTAL FUND_CD 329			1,517,100.00	205,601.12	13.6%	95,038.23	300,639.35	19.8%	1,216,460.65
347	Hazard Abatement Fund	PERSONNEL SERVICES	465,210.00	.00	0.0%	.00	.00	0.0%	465,210.00
		EMPLOYEE BENEFITS	222,260.00	47.84	0.0%	.00	47.84	0.0%	222,212.16
		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	758.98	0.1%	.00	758.98	0.1%	696,931.02
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	181,001.50	27.7%	119,740.00	300,741.50	46.1%	351,888.50
*TOTAL FUND_CD 364			1,469,990.00	181,001.50	12.3%	119,740.00	300,741.50	20.5%	1,169,248.50
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	6,971,459.55	50.7%	.00	6,971,459.55	50.7%	6,781,920.45
		EMPLOYEE BENEFITS	5,762,180.00	3,135,278.07	54.4%	.00	3,135,278.07	54.4%	2,626,901.93
		NON-PERSONNEL EXPENSES	8,914,750.00	4,491,010.80	50.4%	3,643,325.13	8,134,335.93	91.2%	780,414.07
*TOTAL FUND_CD 395			28,430,310.00	14,597,748.42	51.3%	3,643,325.13	18,241,073.55	64.2%	10,189,236.45

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2024
AS OF 01/31/2024**

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	6,630,422.10	46.9%	.00	6,630,422.10	46.9%	7,520,387.90
		EMPLOYEE BENEFITS	5,543,360.00	2,643,874.13	47.7%	.00	2,643,874.13	47.7%	2,899,485.87
		NON-PERSONNEL EXPENSES	1,390,460.00	664,141.08	47.8%	447,943.52	1,112,084.60	80.0%	278,375.40
		PROPERTIES	3,010.00	.00	0.0%	.00	.00	0.0%	3,010.00
*TOTAL FUND_CD 416			21,087,640.00	9,938,437.31	47.1%	447,943.52	10,386,380.83	49.3%	10,701,259.17
449	Cincinnati Area Geographic Information System (CAGIS)	PERSONNEL SERVICES	2,040,720.00	994,277.16	48.7%	.00	994,277.16	48.7%	1,046,442.84
		EMPLOYEE BENEFITS	727,600.00	400,139.13	55.0%	.00	400,139.13	55.0%	327,460.87
		NON-PERSONNEL EXPENSES	2,401,440.00	843,595.39	35.1%	193,072.92	1,036,668.31	43.2%	1,364,771.69
*TOTAL FUND_CD 449			5,169,760.00	2,238,011.68	43.3%	193,072.92	2,431,084.60	47.0%	2,738,675.40
455	Streetcar Operations	PERSONNEL SERVICES	518,670.00	244,549.35	47.1%	.00	244,549.35	47.1%	274,120.65
		EMPLOYEE BENEFITS	229,120.00	77,533.04	33.8%	.00	77,533.04	33.8%	151,586.96
		NON-PERSONNEL EXPENSES	5,144,060.00	1,893,749.54	36.8%	2,997,088.39	4,890,837.93	95.1%	253,222.07
*TOTAL FUND_CD 455			5,891,850.00	2,215,831.93	37.6%	2,997,088.39	5,212,920.32	88.5%	678,929.68
457	County Law Enforcement Applied Regionally (CLEAR)	PERSONNEL SERVICES	1,625,440.00	609,045.40	37.5%	.00	609,045.40	37.5%	1,016,394.60
		EMPLOYEE BENEFITS	515,950.00	212,063.87	41.1%	.00	212,063.87	41.1%	303,886.13
		NON-PERSONNEL EXPENSES	3,550,030.00	1,179,774.05	33.2%	482,842.14	1,662,616.19	46.8%	1,887,413.81
		PROPERTIES	2,000,000.00	8,660.33	0.4%	.00	8,660.33	0.4%	1,991,339.67
*TOTAL FUND_CD 457			7,691,420.00	2,009,543.65	26.1%	482,842.14	2,492,385.79	32.4%	5,199,034.21
TOTAL			1,023,815,440.20	528,934,509.57	51.7%	68,377,619.05	597,312,128.62	58.3%	426,503,311.58



202401206

Meeka D. Owens
Cincinnati City Council

April 18th, 2024

Gun Violence Victims Memorial Motion

WE MOVE that the administration prepare a report within thirty (30) days on the feasibility of the formation/construction of a permanent memorial for victims of gun violence in Cincinnati. This report should include:

- Funding Sources/Opportunities
- Overall Cost
- Community Engagement Processes
- Site Identification
- Key Community Partners
- Key External Partners including but not limited to The Gun Violence Memorial Project
- Educational Opportunities

Councilmember Meeka D. Owens

Interrogatory

Interrogatory

DR
4/18/24
CAR

STATEMENT

Cincinnati City Council declared Gun Violence as a public health crisis in 2021; for most of us, it was our first act on this Council. As a city, we should confront our pain and recognize those we have lost through this crisis. In 2023, over 1,600 children died from gun violence, there were 656 mass shootings that killed over 712 people, and over 18,874 people were killed due to gun deaths, excluding suicides. Many members of our country and our community have lost family members, friends, classmates, co-workers, and more. Their lives and memories should not be lost because they are no longer physically with us.

Around the United States, cities are beginning to memorialize moments of gun violence in their communities. The Gun Violence Memorial Project has already installed memorials in Chicago and is actively working to install memorials in Orlando, FL; El Paso, TX; Newtown, CT; New Haven, CT; and Thousand Oaks, CA. Although many of these communities have been sites of prominent mass shootings, these memorials are being placed in communities that are experiencing gun violence continuously.

Our city is becoming a community of survivors—those who are surviving physical and emotional wounds. By acknowledging our community's loss and pain, we aim to find a comprehensive solution to this crisis between mind and soul.

202401131

Date: April 17, 2024

To: Vice Mayor Jan-Michele Lemon Kearney
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Emergency Ordinance –Secondary Street Name – Robert O’Neal Way**

Transmitted herewith is an emergency ordinance captioned as follows:

DECLARING that Linn Street at Clark Street in the West End neighborhood shall hereby receive the honorary, secondary name of “Robert O’Neal Way” in honor of Robert O’Neal, long-time resident of Cincinnati, Ohio, revered activist, influential grassroots leader, and esteemed visual artist, that has positively impacted the City of Cincinnati through his artist works and civic legacy.

EESW/JRS(dmm)
Attachment
400163

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. _____

- 2024

DECLARING that Linn Street at Clark Street in the West End neighborhood shall hereby receive the honorary, secondary name of “Robert O’Neal Way” in honor of Robert O’Neal, long-time resident of Cincinnati, Ohio, revered activist, influential grassroots leader, and esteemed visual artist, that has positively impacted the City of Cincinnati through his artist works and civic legacy.

WHEREAS, Mr. Robert Lee O’Neal was born in Covington, Kentucky on February 26, 1940, and was inspired by the cultural movements of the 1960s to establish himself as a community activist, grassroots leader, and artist; and

WHEREAS, Mr. O’Neal attended Withrow High School and later graduated from the Gebhardt Commercial Arts School; and

WHEREAS, Mr. O’Neal was married to his wife, Julia, for 48 years and they had four children, but Mr. O’Neil was also an “honorary father” to many; and

WHEREAS, Mr. O’Neal demonstrated an amazing artistic talent throughout his life and career, and his work has appeared in more than 400+ visual art exhibitions in the region and nationally, with his visual reference rooted in the urban issues of Cincinnati’s most challenging neighborhoods; and

WHEREAS, Mr. O’Neal had one of the first art galleries on Main Street in the Over-the-Rhine neighborhood that showcased a body of work reflecting the experiences surrounding their community and became a “hub” for civil rights leaders and artists to plan aspects of the movement improving African Americans’ racial disparity and inequity; and

WHEREAS, Mr. O’Neal’s last solo exhibition was in 2013, hosted by the New American Art Gallery II and Cincinnati Museum Center Cultural Gallery, entitled The Retrospective of a Grassroot Griot, which was an exhibition that highlighted 50 years of art and photography, a fitting celebration of Robert O’Neal’s life’s work; and

WHEREAS, the 38 works featured in The Retrospective of a Grassroot Griot included Mr. O’Neal’s paintings, works on paper, sculpture, and photography, all of which encompassed the spirit of location, history, and his own presence among the people he touched throughout his journey as a civic leader and artistic force in the Cincinnati community; and

WHEREAS, Mr. O’Neal was the leader of the Culture and Recreation Task Force of the Model Cities Program in Cincinnati, which was a project that led to the creation of the Arts Consortium of Cincinnati in the West End neighborhood, which opened in 1972 and offered classes in drawing, painting, sculpting, photography, dance, acting, music, and writing rooted in African American culture; and

WHEREAS, for most of Mr. O’Neal’s life, he suffered from Rheumatoid Arthritis which led to his participation in a March on Washington for disability rights, and years later he served on the Disabilities Advisory Committee for the Ohio Arts Council; and

WHEREAS, Mr. O’Neal served in many roles, in both professional and civic capacities, at the Arts and Humanities Resource Center, the Very Special Arts Ohio Program, Adopt-A-School at the Cincinnati Art Museum, the Hillcrest Youth Detention Center, the Arts Consortium, the Cincinnati Recreation Commission, and the Christ Chapel Art Center; and

WHEREAS, Mr. O’Neal volunteered his time, wisdom, and talent on many local committees such as Evanston Community Council, Walnut Hills Community Council, Over the Rhine Community Council, March of Dimes, Mallory Center African Historical Ball Art Committee, Applause Image Makers, Community Chest Advisory Committee, Arts Consortium of Cincinnati, and Services for the Blind, and he coordinated Black History programs at Cincinnati State Technical College, the University of Cincinnati, and Hamilton County Welfare Department, and in line with his passion for grassroots initiatives, Mr. O’Neal also assisted in the founding of WAIF Community Radio; and

WHEREAS, Mr. O’Neal received many honors throughout his life, including, but not limited to: recognition by Applause Magazine Image Makers in 1994; being featured as one of 25 African American artists at the prestigious Closson’s Gallery in downtown Cincinnati; recognized as one of WCIN Radio’s “50 Most Influential Blacks in Cincinnati” Award in 2003; served as the chairman of the board for the Cincinnati Empowerment Zone in 2010; inducted into the African American Chamber Black Business Hall of Fame in 2015; and received the Sanaa Legend Award from the Cincinnati Black Theatre and New American Art Gallery II in 2017; and

WHEREAS Robert O’Neal passed away in December 2018, but his legacy is still remembered as his artwork was featured at the Contemporary Arts Center in Downtown Cincinnati April - September 2023 with a Roundtable on “Inclusivity” that included his daughter, Toilynn O’Neil Turner; and

WHEREAS, Robert O’Neal has made a lasting impact to the Cincinnati community and to the City of Cincinnati’s citizens, and his contributions and dedication as an artist and his impact to the City of Cincinnati will long be remembered; now, therefore,

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

Section 1. That Linn Street at Clark Street in the West End neighborhood shall hereby receive the honorary, secondary name of “Robert O’Neal Way” in honor of Robert O’Neal and in recognition of his contributions and dedication to the City of Cincinnati through his artistic talents and impact to the Cincinnati community.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Linn Street at Clark Street in the West End neighborhood as “Robert O’Neal Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to Toilynn O’Neil Turner, the daughter of Robert O’Neal, via the office of Vice Mayor Jan-Michele Lemon Kearney.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk



202401245

Anna Albi
Councilmember

April 22, 2024

MOTION

Leveraging Text Messaging Technology to Improve Resident Communication

We MOVE that the City Administration prepare a report within 60 days to assess the feasibility of leveraging opt-in text messaging as a technology to better communicate with residents. Report should include the following details:

- Any costs associated with acquiring new technology and/or impact on ETS staffing
- Potential text messaging vendors or IT solutions
- Legal concerns associated with public record requests
- Research on peer cities who have used text messaging to communicate with residents

STATEMENT

According to our 2023 City of Cincinnati Resident Survey, 61% of residents are either "satisfied" or "very satisfied" with the quality of City services. One key area where residents see the greatest need for improvement is the effectiveness of City communication with the public (39% "satisfied or "very satisfied").

At a national level, the General Services Administration (GSA) launched a pilot with local governments to leverage customized opt-in text messages - "Research shows that 97% of U.S. adults with an annual income of less than \$30,000 have a cellphone, and Notify.gov builds on previous pilots by various organizations that show success in communicating with the public through more than just mail. In fact, some government pilots saw a 20% to 50% increase in case maintenance and cross-program enrollment when programs used texts, emails, and phone calls, in addition to regular mail."¹

The City of Cincinnati should explore how leveraging text message technology could improve communication by sending residents reminders of upcoming community council events, budget hearings, updates on local road projects or other relevant communication.

¹ <https://www.gsa.gov/blog/2023/12/14/gsa-launches-pilot-partnerships-to-help-people-get-benefits-through-text-messaging>

Anna Alli

Councilmember Anna Albi

Jan Michele Leno Leamey

Healthy Neighborhood Committee