



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, May 22, 2024

2:00 PM

Council Chambers, Room 300

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#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

### MAYOR AFTAB

#### Woodward Trust

1. [202401458](#) **REAPPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby reappoint Jeanne Gollhofer to the Woodward Trust for a term expiring on March 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to the authority granted by a Special Act of the Ohio Legislature in 1831. (Female/White)

**Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

**Sponsors:** Mayor

2. [202401318](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Louis Arnold to the Woodward Trust for a term expiring on March 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (AA/Male)

**Recommendation** HOLD

**Sponsors:** Mayor

### MAYOR AFTAB

#### MR. WALSH

3. [202401440](#) **RESOLUTION**, submitted by Mayor Aftab Pureval and Councilmember Walsh, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** University of Cincinnati President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his innovative leadership and service as the President of the University of Cincinnati.

**Recommendation** PASS

**Sponsors:** Mayor and Walsh

### MAYOR AFTAB

**MS. KEARNEY****MR. WALSH****MS. PARKS**

4. [202401439](#) **RESOLUTION**, submitted by Mayor Aftab Pureval, Vice Mayor Kearney and Councilmembers Walsh and Parks, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Pavan V. Parikh as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his dedication to serving the community.

**Recommendation** PASS

**Sponsors:** Mayor, Kearney, Walsh and Parks

**MR. JEFFREYS**

5. [202401415](#) **MOTION**, submitted by Councilmember Jeffreys, **WE MOVE** that the Administration report back to Council in 60 days on the legal and financial implications of the proposed Charter amendment submitted on January 22, 2024 pertaining to Cincinnati's participation in its Metropolitan Planning Organization.

**Recommendation** PUBLIC SAFETY & GOVERNANCE COMMITTEE

**Sponsors:** Jeffreys

6. [202401438](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Jeffreys, from Emily Smart Woerner, City Solicitor, **DECLARING** that Seventh Street between Walnut Street and Main Street shall hereby receive the honorary, secondary name of "Stanley J. Aronoff Way" in honor of Stanley J. Aronoff and in recognition of his contributions and dedication to the arts and his public service to the City of Cincinnati and the State of Ohio.

**Recommendation** HEALTHY NEIGHBORHOODS COMMITTEE

**Sponsors:** Jeffreys

**MS. KEARNEY**

7. [202401441](#) **RESOLUTION**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Royce Sutton and **EXPRESSING** the appreciation of the Mayor and Council for Mr. Sutton's outstanding career with Fifth Third Bank, superior leadership in government, and legendary commitment to community inclusivity and economic development in Cincinnati, Ohio and abroad.

**Recommendation** PASS

**Sponsors:** Kearney

**MR. JOHNSON**

8. [202401442](#) **RESOLUTION**, submitted by Councilmember Johnson, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** May 11, 2024 as World Keffiyeh Day.

**Recommendation** PASS

**Sponsors:** Johnson

**MS. ALBI**

**MR. JEFFREYS**

**MR. JOHNSON**

**MR. WALSH**

**MS. KEARNEY**

**MS. OWENS**

9. [202401457](#) **MOTION**, submitted by Councilmember Albi, Vice Mayor Kearney and Councilmembers Jeffreys, Walsh, Johnson, and Owens, **WE MOVE** that the City Administration provide a report within ninety (90) days on the feasibility of setting up a fund to support residential sidewalk repair. This report should include the current financial burden that homeowners face with repairing their sidewalks and potential sources of funding, including from the sale of the Cincinnati Southern Railway, that could support residents. (STATEMENT ATTACHED)

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** Albi, Jeffreys, Walsh, Johnson, Kearney and Owens

### **CITY MANAGER**

10. [202401375](#) **REPORT**, dated 5/22/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Juneteenth Festival.

**Recommendation** FILE

**Sponsors:** City Manager

11. [202401376](#) **REPORT**, dated 5/22/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Paradise on the Point.

**Recommendation** FILE

**Sponsors:** City Manager

12. [202401422](#) **REPORT**, dated 5/22/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Kenny Chesney Concert.

**Recommendation** FILE

**Sponsors:** City Manager

13. [202401423](#) **REPORT**, dated 5/22/2024, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Cincinnati Public Library Grand Re-Opening.

Recommendation FILESponsors: City Manager

14. [202401425](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

Recommendation BUDGET AND FINANCE COMMITTEESponsors: City Manager

15. [202401427](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

Recommendation BUDGET AND FINANCE COMMITTEESponsors: City Manager

16. [202401428](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of up to \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the "Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities" grant project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

Recommendation BUDGET AND FINANCE COMMITTEESponsors: City Manager

17. [202401429](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the payment of \$113,509.61 from the Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, "Traffic Signals Infrastructure," to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

Recommendation BUDGET AND FINANCE COMMITTEESponsors: City Manager

18. [202401430](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

19. [202401431](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program; **AUTHORIZING** the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs; **AUTHORIZING** the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 to realign available grant resources in accordance with Section C of the attached Appropriation Schedule; **AUTHORIZING** the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

20. [202401432](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program; **announcing** the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

21. [202401433](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development, through the HOME Investment Partnerships (“HOME”) Program (ALN 14.239), to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program; **AUTHORIZING** the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs; **ANNOUNCING** the City’s intention to use said sums for projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

22. [202401434](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **AUTHORIZING** the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule to fund projects and operating allocations for the ESG Program; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the ESG Program in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

23. [202401435](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **DETERMINING** that satisfactory provision has been made for the public improvement needs of parcels within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code Section 5709.40(B); **APPROVING** the use of excess service payments collected pursuant to such exemptions on additional public infrastructure improvements made, to be made, or in the process of being made, all in support of urban redevelopment within the City; and **AMENDING** Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 to reflect such determination and use of such excess service payments.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

24. [202401436](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **DETERMINING** to proceed with special street lighting assessments in Lighting Group 1 for three years beginning August 1, 2023, pursuant to Ohio Revised

Code ("R.C.") Section 727.23, on the streets or portions of the streets described in Attachment A hereto.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

25. [202401437](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **TO LEVY** special assessments to pay for a portion of the cost of special street lighting in Lighting Group 1, pursuant to Ohio Revised Code ("R.C.") Section 727.25, for the three-year period beginning on August 1, 2023.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

26. [202401443](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **APPROPRIATING** to public use certain real property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project.

**Recommendation** CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

**Sponsors:** City Manager

27. [202401444](#) **RESOLUTION (LEGISLATIVE) (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/22/2024, **DECLARING** the intent to appropriate to public use certain real-property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project.

**Recommendation** CLIMATE, ENVIRONMENT & INFRASTRUCTURE

**Sponsors:** City Manager

## CLERK OF COUNCIL

28. [202401421](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Elizabeth Keating/Former Councilmember. (ETHICS)

**Recommendation** FILE

**Sponsors:** Clerk of Council

## BUDGET AND FINANCE COMMITTEE

29. [202401349](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/15/2024, **AUTHORIZING** the City Manager to take any and all steps as may be necessary in order to vacate as public right-of-way and retain approximately 0.7968 acres, being portions of public rights-of-way known as Elm Street, Convention Way, Opera Alley, Hatters Alley, Thorp Alley, and Sixth Street in the Central Business District of Cincinnati, and to release and quitclaim certain public walkway easements over and across the site of the former Millennium Hotel, all to facilitate the Duke Energy Convention Center renovation project.

**Recommendation** PASS EMERGENCY**Sponsors:** City Manager

30. [202401351](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/15/2024, **AUTHORIZING** the City Manager to execute a Funding Agreement with The Model Group, Inc., providing for a grant from the City to fund (i) the removal of the elevated pedestrian skywalk bridge above Walnut Street that connects the Mercantile Library Building to the US Bank Tower, and (ii) the restoration of the public right-of-way along Walnut Street, and the exterior, façade, and limited interior portions of those buildings; **AUTHORIZING** the removal of said skywalk bridge and the release and quitclaim of certain public walkway easements over and through the Mercantile Library Building; **AUTHORIZING** the transfer and appropriation of the sum of \$1,753,337 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 (Downtown South/Riverfront TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources for the demolition and removal of the elevated pedestrian skywalk bridge above Walnut Street that connects the Mercantile Library Building to the US Bank Tower, restoration of the façades of such buildings, and other public improvements in support of such project; and further **DECLARING** expenditures from such account related to the demolition of the skywalk bridge, the façade restoration activities, and the other public improvements in support of such project to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <<https://www.cincinnati-oh.gov/law/ethics/city-business>>).

**Recommendation** PASS EMERGENCY**Sponsors:** City Manager

31. [202401357](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/15/2024, **AUTHORIZING** a payment of \$37,336.16 from Community Health Center Activities Fund non-personnel operating budget account no. 395x265x1110x7288 as a moral obligation to Zayo Group Holdings, Inc., dba Zayo Group, LLC, for wide-area network connectivity services provided to the Cincinnati Health Department.

**Recommendation** PASS EMERGENCY**Sponsors:** City Manager

32. [202401359](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 5/15/2024, **AUTHORIZING** the payment of \$2,325.05 from the Parks Department, Parks Private Endowment and Donations Fund 430, non-personnel operating budget account no. 430x202x3000x7361, to General Factory Supply pursuant to the attached certificate from the Director of Finance, for outstanding charges related to cables, adapters, and graffiti removal used by the Parks Department in December 2023.

**Recommendation** PASS EMERGENCY



**Sponsors:** City Manager

33. [202401361](#) **ORDINANCE**, submitted by Sheryl M. M. Long, City Manager, on 5/15/2024, **AUTHORIZING** the City Manager to accept an in-kind donation of goods from Activities Beyond the Classroom valued at up to \$35,000 for equipment to create a public technology lab at Hartwell Recreation Center.

**Recommendation** PASS

**Sponsors:** City Manager

34. [202401445](#) **ORDINANCE, (B VERSION)**, submitted by Sheryl M. M. Long, City Manager, on 5/20/2024, **ESTABLISHING** new capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the City Manager to accept a donation of \$89,000 from the Reds Community Fund to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the Director of Finance to deposit a donation of \$89,000 from the Reds Community Fund into Fund 319, "Contributions For Recreation Purposes," to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the City Manager to transfer and appropriate \$89,000 from the unappropriated surplus of Fund No. 319, "Contributions For Recreation Purposes," into newly established capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; and **AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from Playground Equipment Services valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area

**Recommendation** PASS

**Sponsors:** City Manager

35. [202401424](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/20/2024, **AUTHORIZING** the City Manager to execute a Property Sale Agreement with 101 West Fifth LLC, pursuant to which the City will vacate and convey approximately 0.0382 acres of public right-of-way, being a portion of West Fifth Street in the Central Business District of Cincinnati; and **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of 101 West Fifth LLC pursuant to which the City will grant an encroachment easement over a portion of Race Street in the Central Business District.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

## SUPPLEMENTAL ITEMS

### EQUITABLE GROWTH & HOUSINGS COMMITTEE

36. [202401373](#) **MOTION**, submitted by Councilmember Parks, **WE MOVE** that the administration prepare a report within sixty (60) days on how to increase access to accessible toilets at public events, with one possible avenue being

requiring a certain number of wheelchair accessible porta potties at large events. (BALANCE ON FILE IN THE CLERK'S OFFICE).

**Recommendation** ADOPT

**Sponsors:** Parks

37. [202401358](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/15/2024, **MODIFYING** the Cincinnati Municipal Code by **REPEALING** Chapter 745, "Abortion," of the Cincinnati Municipal Code in its entirety to ensure conformity with Ohio Constitution Article I, Section 22, "The Right to Reproductive Freedom with Protections for Health and Safety."

**Recommendation** PASS

**Sponsors:** City Manager

### ANNOUNCEMENTS

Adjournment



**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

May 2024

**REAPPOINTMENT**

I hereby reappoint Jeanne Gollhofer to the Woodward Trust for a term expiring on March 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to the authority granted by a Special Act of the Ohio Legislature in 1831.

\_\_\_\_\_  
Mayor Aftab Pureval



**AFTAB PUREVAL**

City of Cincinnati, Office of the Mayor

May 2024

**APPOINTMENT**

I hereby appoint Louis Arnold to the Woodward Trust for a term expiring on March 31, 2027. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

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Mayor Aftab Pureval

202401440

Date: May 22, 2024

**To:** Mayor Aftab Pureval and Councilmember Seth Walsh  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Resolution –Recognizing University of Cincinnati President Neville G. Pinto, PhD**

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Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** University of Cincinnati President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his innovative leadership and service as the President of the University of Cincinnati.

EESW/IMD(jdr)  
Attachment  
402199

EESW

**RESOLUTION NO. \_\_\_\_\_ - 2024**

**RECOGNIZING** University of Cincinnati President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his innovative leadership and service as the President of the University of Cincinnati.

WHEREAS, in 2017, Neville G. Pinto became the 30th President of the University of Cincinnati, where he has continued to secure the University's position as a leading urban public research institution; and

WHEREAS, originally from Mumbai, India, President Pinto has earned several degrees in chemical engineering and serves as an Asian American leader and a role model, with nearly four decades of experience as a university teacher, researcher, and administrator; and

WHEREAS, according to the American Council on Education, Asian Americans are underrepresented in the administration of higher education, making up only 3.4 percent of executives and administrators and just 1.5 percent of college presidents; and

WHEREAS, President Pinto has leveraged his role to make significant contributions to the University and to the City of Cincinnati by prioritizing education, research, diversity, and a robust workforce; and

WHEREAS, in 2018, President Pinto solidified Cincinnati's reputation as a leader in innovative education by opening the 1819 Innovation Hub, followed by the Digital Future's Complex, in the Cincinnati Innovation District; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize President Neville G. Pinto, PhD, as a 2024 Asian American, Native Hawaiian, and Pacific Islander Heritage Month honoree for his innovative leadership and service as the President of the University of Cincinnati.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Neville G. Pinto, PhD through the office of Councilmember Seth Walsh.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

Submitted by: Mayor Aftab Pureval and Councilmember Seth Walsh

202401439  
**Date:** May 22, 2024

**To:** Mayor Aftab Pureval, Vice Mayor Jan-Michele Lemon Kearney, and Councilmembers Seth Walsh and Victoria Parks

**From:** Emily Smart Woerner, City Solicitor *EESW*

**Subject:** **Resolution – Recognizing Pavan V. Parikh**

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Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** Pavan V. Parikh as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his dedication to serving the community.

EESW/MSS(dmm)  
Attachment  
402336



EESW

**RESOLUTION NO. \_\_\_\_\_ - 2024**

**RECOGNIZING** Pavan V. Parikh as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree, and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for his dedication to serving the community.

WHEREAS, Pavan V. Parikh is a life-long Cincinnati who has dedicated his career to public service; and

WHEREAS, Mr. Parikh is a graduate of Princeton High School, Xavier University, and the Saint Louis University School of Law where he chose to pursue a career in public service; and

WHEREAS, Mr. Parikh began his legal career working under Judge Nadine Allen, the first Black judge elected county-wide in Hamilton County’s history, on the Hamilton County Court of Common Pleas; and

WHEREAS, Mr. Parikh served as Chief Legal Counsel to the Ohio Senate Minority Caucus, monitoring and negotiating legislation on issues such as criminal justice reform, voting rights, constitutional law, and ethics; and

WHEREAS, since 2013, Mr. Parikh has served as a judge advocate in the U.S. Army Reserve where he has supported exercises overseas, advised commanders and soldiers, and represented victims of sexual assault as a Special Victims’ Counsel; and

WHEREAS, Mr. Parikh is an accomplished lawyer who has worked as in-house counsel for Federal Home Loan Bank of Cincinnati, operated his own law firm, and served as an adjunct professor at the University of Cincinnati College of Law and Xavier University; and

WHEREAS, Mr. Parikh has continued to give back to his community through service on various state and local boards and commissions, including former service on the Cincinnati Bar Association Board of Trustees, the Ohio Ballot Board, the Facility Governing Board of River City Correctional Center, and the Board of Trustees of the Asian Pacific American Bar Association of Southwest Ohio; and

WHEREAS, Mr. Parikh’s career in public service led him to his current position serving as the Hamilton County Clerk of Courts; now, therefore,

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

Section 1. That the Mayor and this Council recognize Pavan V. Parikh as a 2024 Asian American, Native Hawaiian, and Pacific Islander Month honoree for his dedication to serving the community.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Pavan V. Parikh through the office of Councilmember Seth Walsh.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

Submitted by Mayor Aftab Pureval, Vice Mayor Jan Michele Kearney, Councilmember Seth Walsh, and Councilmember Victoria Parks



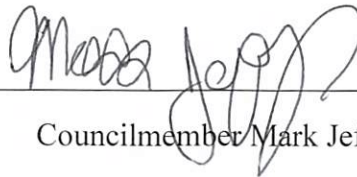
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**Mark Jeffreys**  
*Councilmember*

May 14, 2024

**MOTION**

WE MOVE that the Administration report back to Council in 60 days on the legal and financial implications of the proposed Charter amendment submitted on January 22, 2024 pertaining to Cincinnati's participation in its Metropolitan Planning Organization.



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Councilmember Mark Jeffreys

YR Cal 5/22

YR Cal 5/22

202401438

**Date:** May 22, 2024

**To:** Councilmember Mark Jeffreys  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Emergency Ordinance - Honorary Street Name - Stanley J. Aronoff Way**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Seventh Street between Walnut Street and Main Street shall hereby receive the honorary, secondary name of “Stanley J. Aronoff Way” in honor of Stanley J. Aronoff and in recognition of his contributions and dedication to the arts and his public service to the City of Cincinnati and the State of Ohio.

ESW/JRS(dmm)  
Attachment  
401399

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. \_\_\_\_\_ - 2024

**DECLARING** that Seventh Street between Walnut Street and Main Street shall hereby receive the honorary, secondary name of “Stanley J. Aronoff Way” in honor of Stanley J. Aronoff and in recognition of his contributions and dedication to the arts and his public service to the City of Cincinnati and the State of Ohio.

WHEREAS, Stanley J. Aronoff was born on June 8, 1932 in Cincinnati, grew up in the North Avondale neighborhood, and attend Walnut Hills High School; and

WHEREAS, Mr. Aronoff earned a bachelor’s degree from Harvard University and a law degree from Harvard Law School, after which he returned to Cincinnati to practice law at the firm established by his father, Irwin I. Aronoff, now known as Aronoff, Rosen, & Hunt, LPA; and

WHEREAS, in 1960, Mr. Aronoff was elected to the Ohio House of Representatives, serving six years in the House and then serving thirty years in the Ohio Senate; and

WHEREAS, Mr. Aronoff served as Chair of the Finance Committee for six years, as President pro temp from 1985-1988, and as Ohio Senate President from 1989-1996; and

WHEREAS, in addition to his public service, Mr. Aronoff was a champion for the arts in Cincinnati and the State of Ohio, including helping create the Ohio Arts Council in 1965; and

WHEREAS, Mr. Aronoff dedicated his time to the Cincinnati Association for the Arts, the Cincinnati Contemporary Arts Center, Cincinnati Playhouse in the Park, the Classical Music Hall of Fame, the Cincinnati Museum Center, along with many others; and

WHEREAS, in 1995, Mr. Aronoff assisted in securing funding and providing Cincinnati with the Stanley J. Aronoff Center for the Arts at Seventh Street and Walnut Street in downtown Cincinnati; and

WHEREAS, the Ohio Arts Council Board awarded Mr. Aronoff the Irma Lazarus Award for his public support of the arts in the City of Cincinnati and the State of Ohio; and

WHEREAS, in addition to the Aronoff Center, Mr. Aronoff is also named on the Aronoff Center for Design and Art at the University of Cincinnati and the Stanley J. Aronoff Laboratory of Biological Sciences at The Ohio State University; and

WHEREAS, Stanley J. Aronoff has made a lasting impact to the Cincinnati community and to the City of Cincinnati’s citizens, and his contributions and service to his constituents and the arts will long be remembered; now, therefore,

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

Section 1. That Seventh Street from Walnut Street to Main Street shall hereby receive the honorary, secondary name of “Stanley J. Aronoff Way” in honor of Stanley J. Aronoff’s public service and in recognition of his contributions and dedication to the arts in the City of Cincinnati and the State of Ohio.

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 Seventh Street from Walnut Street to Main Street as “Stanley J. Aronoff 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 family of Stanley J. Aronoff via the office of Councilmember Mark Jeffreys.

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

202401441

**Date:** May 22, 2024

**To:** Vice Mayor Jan-Michele Lemon Kearney

**From:** Emily Smart Woerner, City Solicitor *ESW*

**Subject:** **Resolution – Recognizing Royce Sutton**

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Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** Royce Sutton and **EXPRESSING** the appreciation of the Mayor and Council for Mr. Sutton’s outstanding career with Fifth Third Bank, superior leadership in government, and legendary commitment to community inclusivity and economic development in Cincinnati, Ohio and abroad.

ESW/CMS(dmm)  
Attachment  
402265



**RESOLUTION NO. \_\_\_\_\_ - 2024**

**RECOGNIZING** Royce Sutton and **EXPRESSING** the appreciation of the Mayor and Council for Mr. Sutton's outstanding career with Fifth Third Bank, superior leadership in government, and legendary commitment to community inclusivity and economic development in Cincinnati, Ohio and abroad.

WHEREAS, Royce Sutton is an experienced Community Reinvestment Act ("CRA") compliance manager with more than twenty years of regulatory and community development achievements; and

WHEREAS, Mr. Sutton served as a Corporate CRA officer at Civitas Bank, and Executive director of RESPECT, Incorporated, in Evansville, Indiana; and

WHEREAS, Mr. Sutton earned his bachelor's degree and master's degree from Indiana State University and graduated from the American Bankers Association National Community Development Lending School at the University of Oklahoma; and

WHEREAS, Mr. Sutton was an elected councilman on the Vanderburgh County Council in Indiana for almost eighteen years and was a member of both the Evansville Riverboat Gaming Study Commission and Indiana Civil Rights Commission; and

WHEREAS, Mr. Sutton had the desire to make more of a community impact and joined Fifth Third Bank in 2000 and most recently held the position of Senior Vice president, Ohio CED Central Market Manager, Fifth Third Bank; and

WHEREAS, in leadership at Fifth Third Bank, Mr. Sutton headed a new \$180 million investment project to redevelop neighborhoods; and

WHEREAS, this project, one of the most important projects in the history of Fifth Third Bank, was created to enhance predominantly Black neighborhoods nationwide, including the Cincinnati neighborhood of Avondale; and

WHEREAS, this \$20 million economic boost to the Avondale community will allow for various types of neighborhood revitalization loans, mortgages, and small business implementations; and

WHEREAS, Mr. Sutton stated that "this community's quality of life plan and the residents' vision for Avondale is the future"; and

WHEREAS, Mr. Sutton has been an Avondale Development Corporation board member since 2018 and served as Chairman of the Board of Trustees since 2020; and

WHEREAS, Mr. Sutton has continued to serve the community in various positions, such as treasurer of the Greater Cincinnati African American Chamber Board of Trustees, board member of the Urban League of Greater Southwestern Ohio, member of the Cincinnati UNCF Advisory Council, trustee of New Prospect Baptist Church, as well as serving as a reading tutor at Rockdale Academy Elementary School; and

WHEREAS, Mr. Sutton is dedicated to his family, which includes his wife, Lori, and four adult children, Taryn, Quinn, Austin, and William; and

WHEREAS, Mr. Sutton has built a legacy of community advocacy in the areas of government, economic development, and self-investment to create a better world; now, therefore,

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

Section 1. That the Mayor and this Council recognize Royce Sutton for his outstanding career with Fifth Third Bank, superior leadership in government, and legendary commitment to community inclusivity and economic development in Cincinnati, Ohio and abroad.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Royce Sutton through the office of Vice Mayor Jan-Michele Lemon Kearney.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

Submitted by Vice Mayor Jan-Michele Lemon Kearney

202401442

**Date:** May 22, 2024

**To:** Councilmember Scotty Johnson  
**From:** Emily Smart Woerner, City Solicitor *ESW*  
**Subject:** **Resolution – Recognizing Keffiyeh Day**

---

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** May 11, 2024 as World Keffiyeh Day.

ESW/LES(dmm)  
Attachment  
402355

EEW

**RESOLUTION NO. \_\_\_\_\_ - 2024**

**RECOGNIZING** May 11, 2024 as World Keffiyeh Day.

WHEREAS, the keffiyeh is a traditional headdress worn by people in various parts of the Middle East, including Palestine, as a symbol of cultural identity, heritage, and solidarity and is distinguished by its notable features including bold black lines on the edges symbolizing the historical trade routes, a fishnet-like pattern representing the Palestinians’ ties to the sea, and olive leaves woven into the design signifying the economic and cultural significance of olive trees; and

WHEREAS, the keffiyeh holds deep historical and cultural significance for the Palestinian people, representing resilience, resistance, and connection to the land; and

WHEREAS, World Keffiyeh Day is celebrated annually on May 11th in solidarity with Palestine, serving as an occasion to honor Palestinian culture and heritage and to raise awareness about the ongoing occupation faced by Palestinians; and

WHEREAS, the keffiyeh has unfortunately been misappropriated and misrepresented in Western media and popular culture, where it is often associated with terrorism or hate, perpetuating harmful stereotypes and biases; and

WHEREAS, the City condemns the attacks on individuals for wearing keffiyehs across the country, including but not limited to, the gun violence inflicted on three college students in Vermont, recognizing that such acts of violence are unacceptable and violate the principles of diversity, inclusion, and respect for human rights; and

WHEREAS, it is essential to recognize and honor the cultural significance of the keffiyeh, while condemning its wrongful association with terrorism or hate; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize May 11, 2024 as World Keffiyeh Day.

Section 2. That this resolution be spread upon the minutes of Council and a copy be provided to Mike Madanat through the office of Councilmember Scotty Johnson.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

Submitted by Councilmember Scotty Johnson



202401457

**Anna Albi**  
Councilmember

May 20, 2024

## MOTION

### *Creating Fund to Support Residential Sidewalk Repair*

We MOVE that the City Administration provide a report within ninety (90) days on the feasibility of setting up a fund to support residential sidewalk repair. This report should include the current financial burden that homeowners face with repairing their sidewalks and potential sources of funding, including from the sale of the Cincinnati Southern Railway, that could support residents.

## STATEMENT

Sidewalk quality is a critical piece of our pedestrian infrastructure, ensuring that all residents can move in a safe and accessible manner. Currently, property owners are responsible for repairing the sidewalk in front of their property which can disproportionately impact cost-burdened and low-income residents. Building off Motion #202401119 from Councilmember Seth Walsh, this motion focuses on how the city can support property owners in reducing their financial burden and ensure high-quality sidewalks for everyone in Cincinnati.

*Anna Albi*

\_\_\_\_\_  
Councilmember Anna Albi

*Mass Joff*

*Scott Joff*

*Nyaka D. Orr*

*Seth Walsh*

*Jamichael Kearney*

Date: 5/22/2024

To: Mayor and Members of City Council 202401375  
 From: Sheryl M. M. Long, City Manager  
 Subject: **SPECIAL EVENT PERMIT APPLICATION: (Juneteenth Festival)**

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In accordance with Cincinnati Municipal Code, Chapter 765; (Juneteenth Cincinnati Inc.) 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: Juneteenth Festival  
 EVENT SPONSOR/PRODUCER: Juneteenth Cincinnati Inc.  
 CONTACT PERSON: Lydia Morgan  
 LOCATION: Eden Park  
 DATE(S) AND TIME(S): 6/15/2024 12:00pm to 9:00pm & 6/16/2024 2:00pm to 6:00pm  
 EVENT DESCRIPTION: Heritage event in Eden Park that Celebrates Juneteenth.  
 ANTICIPATED ATTENDANCE: 3,100  
 ALCOHOL SALES:  YES.  NO.  
 TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Colonel Teresa A. Theetge, Police Chief

Date: 5/22/2024

To: Mayor and Members of City Council 202401376  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Paradise on the Point)**

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In accordance with Cincinnati Municipal Code, Chapter 765; (Essential Productions) 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: Paradise on the Point  
EVENT SPONSOR/PRODUCER: Essential Productions  
CONTACT PERSON: Kevin Harris  
LOCATION: Sawyer Point Park  
DATE(S) AND TIME(S): 7/5/2024 4:00pm to 11:00pm & 7/6/2024 1:00pm to 11:00pm  
EVENT DESCRIPTION: Music festival featuring live bands, food and craft vendors, beer vendors and family activities.  
ANTICIPATED ATTENDANCE: 7,500  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Colonel Teresa A. Theetge, Police Chief



Date: 05/22/2024

To: Mayor and Members of City Council 202401422  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Kenny Chesney Concert**

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In accordance with Cincinnati Municipal Code, Chapter 765; Michael Riesenbeck 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: Kenny Chesney Concert  
EVENT SPONSOR/PRODUCER: TQL Stadium  
CONTACT PERSON: Michael Riesenbeck  
LOCATION: 1501 Central Parkway  
DATE(S) AND TIME(S): 06/29/2024 6:00pm—06/29/2024 11:00pm  
EVENT DESCRIPTION: Pre concert gathering outside of the stadium.  
ANTICIPATED ATTENDANCE: 21,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: TQL Stadium

cc: Colonel Teresa A. Theetge, Police Chief

Date: 05/22/2024

To: Mayor and Members of City Council 202401423  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Cincinnati Public Library Grand Re-Opening**

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In accordance with Cincinnati Municipal Code, Chapter 765; Lori Salzarulo 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: Cincinnati Public Library Grand Re-Opening  
EVENT SPONSOR/PRODUCER: Cincinnati Public Library  
CONTACT PERSON: Lori Salzarulo  
LOCATION: W 9<sup>th</sup> Street between Vine St and Walnut St  
DATE(S) AND TIME(S): 7/12/2024 thru 7/14/2024 11:00am to 4:00pm  
EVENT DESCRIPTION: A community/family friendly event to celebrate the re-opening of the Cincinnati Public Library.  
ANTICIPATED ATTENDANCE: 800  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Colonel Teresa A. Theetge, Police Chief

May 22, 2024

**To:** Mayor and Members of City Council

202401425

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

**Subject: Ordinance – Health: Ohio Department of Health (ODH) Creating Healthy Communities Grant**

---

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio, Ohio Department of Health (ODH) Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program. The Ordinance further authorizes the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

The ODH Creating Healthy Communities program works to ensure Ohio communities have access to healthy foods as well as opportunities for active living by activating community-led solutions to create sustainable change in policies, places, and population health.

The City already applied for this grant before the application deadline on May 6, 2024, but no grant funds will be accepted without the approval of the City Council.

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

Accepting the Creating Healthy Communities grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

WHEREAS, a Creating Healthy Communities grant of up to \$120,000 is available from the Ohio Department of Health (“ODH”) to reimburse existing staff for their work on the Healthy Communities program; and

WHEREAS, the ODH Creating Healthy Communities program works to ensure Ohio communities have access to healthy foods and opportunities for active living by activating community-led solutions to create sustainable change in policies, places, and population health; and

WHEREAS, the grant application deadline is May 6, 2024 and the City will have already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, accepting the Creating Health Communities grant is in accordance with the Sustain goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$120,000 from the State of Ohio Department of Health Creating Healthy Communities program to reimburse existing staff for their work on the Healthy Communities program.

Section 2. That the Director of Finance is authorized to deposit grant funds into Public Health Research Fund revenue account no. 350x8536, effective FY 2025.

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

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

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

May 22, 2024

**To:** Mayor and Members of City Council 202401427

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

**Subject:** **Ordinance – Health: Ohio Department of Health (ODH) Bureau of Health Preparedness (BHP) Grant**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to support the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level. The Ordinance further authorizes the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

The City applied for this grant on December 12, 2023, but no grant funds will be accepted without the approval of the City Council.

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

Acceptance of this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 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, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

WHEREAS, a grant of up to \$225,406 is available from the Ohio Department of Health, Bureau of Health Preparedness for the planning and implementation of emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and

WHEREAS, the City applied for this grant on December 12, 2023, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, acceptance of this grant is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” as described on pages 181-192 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant, effective FY 2025, of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to support the planning and implementation of emergency preparedness in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556, effective FY 2025.

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

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

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk



May 22, 2024

**To:** Mayor and Members of City Council

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

202401428

**Subject: Emergency Ordinance – OES: EPA STAR Grant**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of up to \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of up to \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results (STAR) program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project. The grant project will investigate how electrifying and weatherizing homes reduces energy usage and provides energy security, ameliorates indoor air quality of residential dwellings, improves productivity and comfort of occupants, and identifies barriers to electrification and weatherization in low-income homes.

Green Umbrella applied for the grant and selected the City as a sub-awardee. No grant funds will be accepted without City Council approval. The grant does not require matching funds or new FTEs/full time equivalents.

The grant project, “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities,” 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” and the “Live” goal to “[p]rovide a full spectrum of housing options, and improving housing quality and affordability” as described on pages 164 and 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 meet established project timelines.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

**LES**

**- 2024**

**AUTHORIZING** the City Manager to accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of \$47,288 from Green Umbrella awarded by the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Environment and Sustainability Fund revenue account no. 436x8543.

WHEREAS, a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of \$47,288 is available from the U.S. Environmental Protection Agency through the U.S. Environmental Protection Agency Science to Achieve Results program (ALN 66.509) to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project (“Grant Project”);and

WHEREAS, the Grant Project will investigate how electrifying and weatherizing homes reduces energy usage and provides energy security, ameliorates indoor air quality of residential dwellings, and improves productivity and comfort of occupants, and identifies the barriers to adopting electrification and weatherization in low-income homes; and

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

WHEREAS, Green Umbrella already applied for the grant and selected the City as a sub-awardee, but no grant funds will be accepted without Council approval; and

WHEREAS, the Grant Project 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” and the “Live” goal to “[p]rovide a full spectrum of housing options, and improving housing quality and affordability” as described on pages 164 and 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 accept and appropriate a Drivers and Environmental Impacts of Energy Transition in Underserved Communities Grant of \$47,288 from Green Umbrella awarded through the U.S. Environmental Protection Agency Science to Achieve

Results program (ALN 66.509) to Environment and Sustainability Fund 436 to complete the “Evaluating the Environmental, Behavioral, and Financial Benefits of Electrification and Energy Efficiency for Underserved Communities” grant project.

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 meet established project timelines.

Passed: \_\_\_\_\_, 2024

---

Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

May 22, 2024

**To:** Mayor and Members of City Council

202401429

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

**Subject: Emergency Ordinance – DOTE: “Then and Now” Payment to Capital Electric**

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Attached is an Ordinance captioned:

**AUTHORIZING** the payment of \$113,509.61 from the Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

This Emergency Ordinance authorizes the payment of \$113,509.61 from capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

On August 9, 2023, work from Capital Electric was requested and, at the time of the request, resources were available in capital improvement program project account no. 980x239x242345, “Traffic Signals Infrastructure,” to provide payment for services rendered under the agreement. Contract #MA 107 231W006069 authorized Capital Electric to complete services, but a certification was not created in the Cincinnati Financial System (CFS).

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance issued a certificate, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the quote was issued and at the time the attached certificate was issued. Council authorization is now required to provide payment to Capital Electric for its outstanding obligation of \$113,509.61 for services provided to the City.

The reason for the emergency is the immediate need to make payment to Capital Electric for outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments

**EMERGENCY**

CNS

- 2024

**AUTHORIZING** the payment of \$113,509.61 from the Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric pursuant to the attached certificate from the Director of Finance for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

WHEREAS, contract #MA 107 231W006069 authorized Capital Electric to complete services for the City, but a certification was not created in the Cincinnati Financial System (CFS); and

WHEREAS, on August 9, 2023, work from Capital Electric was requested and, at the time of the request, resources were available in capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to provide payment for services rendered under the contract; and

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

WHEREAS, Council desires to provide payment to Capital Electric for its outstanding obligation of \$113,509.61 for services provided to the City; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$113,509.61 from Department of Transportation and Engineering capital improvement program project account no. 980x239x0000x7671x242345, “Traffic Signals Infrastructure,” to Capital Electric, pursuant to the attached certificate from the Director of Finance, for outstanding charges related to traffic signals infrastructure labor, materials, and equipment services provided to the City.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Capital Electric for outstanding charges in a timely manner.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**CITY OF CINCINNATI**  
**DIRECTOR OF FINANCE**  
**THEN AND NOW CERTIFICATE**

I, Karen Alder, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, on August 9, 2023, the Department of Transportation and Engineering requested work from Capital Electric in the amount of \$113,509.61 for traffic signals infrastructure labor, materials, and equipment services; and

WHEREAS, contract #MA 107 231W006069 (“Contract”) authorized Capital Electric to provide labor, materials and services, but a certification was inadvertently not created in the Cincinnati Financial System; and

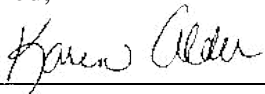
WHEREAS, Capital Electric provided the Department of Transportation and Engineering with all labor, materials and services contained in the Contract; and

WHEREAS, Capital Electric has not been compensated for traffic signals infrastructure labor, materials, and equipment services in the amount of \$113,509.61;

NOW, THEREFORE,

1. As of August 9, 2023, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the Contract with Capital Electric. This verification is conditioned upon and subject to Council’s approval of an ordinance authorizing the drawing of a warrant in payment of amount due to Capital Electric under the Contract.

Signed,



\_\_\_\_\_  
Karen Alder, Director of Finance  
City of Cincinnati

Date: 5/13/24

May 22, 2024

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** **Emergency Ordinance – OES: Moral Obligation Payment to Atlas Technical Consultants LLC**

202401430

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

This Emergency Ordinance authorizes a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC (Atlas) from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

The City entered into a professional services work order agreement with Atlas for an original scope of work related to the City Recycling Services Procurement in November 2022. The original work order expired on May 31, 2023, after the master service agreement expired on December 31, 2022.

OES submitted a change order waiver to the City’s Office of Procurement for additional services needed from Atlas. Prior to receiving approval for the waiver, Atlas began work on additional consultation services. Because Atlas began work prior to receiving approval for the waiver, the waiver was denied, which necessitates a moral obligation.

Sufficient resources are available in OES General Fund non-personnel operating budget account no. 050x104x5000x7289 to pay Atlas for the services provided to OES.

The reason for the emergency is the immediate need to pay Atlas in a timely manner for the outstanding changes for services provided to the City.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment



**EMERGENCY**

**CNS**

**- 2024**

**AUTHORIZING** a payment of \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC from the Office of Environment and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

WHEREAS, the City entered into a professional services work order agreement with ATC Group Services LLC dba Atlas Technical Consultants LLC (“Atlas”) for an original scope of work related to the City Recycling Services Procurement in November 2022 (Work Order No. MAC0001536); and

WHEREAS, the original work order expired on May 31, 2023, after the master service agreement (no. 85x0003) expired on December 31, 2022; and

WHEREAS, in response to an inquiry from OES to Atlas in March 2024, Atlas provided a quote for additional consultation services related to additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers; and

WHEREAS, OES submitted a change order waiver to the City’s Office of Procurement for the additional services needed from Atlas, however, prior to receiving approval for the waiver, Atlas began work on the additional consultation services; and

WHEREAS, the waiver was denied, due to Atlas beginning work prior to receiving approval for the waiver, which necessitates a moral obligation; and

WHEREAS, OES has committed to closely monitoring and addressing this procedural issue with staff to ensure this issue is avoided in the future; and

WHEREAS, sufficient resources are available in OES General Fund non-personnel operating budget account no. 050x104x5000x7289 to pay Atlas for the services; and

WHEREAS, Council desires to pay \$27,663.65 to Atlas for services provided to OES; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$27,663.65 to ATC Group Services LLC dba Atlas Technical Consultants LLC (“Atlas”) from Office of Environment

and Sustainability (“OES”) General Fund non-personnel operating budget account no. 050x104x5000x7289 as a moral obligation for outstanding charges related to consultation services provided to OES for additional food and yard waste services and request for proposal (RFP) preparation for curbside cart containers in March and April 2024.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Atlas in a timely manner for the outstanding charges for services provided to the City.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

May 22, 2024

**To:** Mayor and Members of City Council

202401431

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

**Subject:** Emergency Ordinance – 2024 CDBG Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program; **AUTHORIZING** the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs; **AUTHORIZING** the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 to realign available grant resources in accordance with Section C of the attached Appropriation Schedule; **AUTHORIZING** the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule; **ANNOUNCING** the City's intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development (HUD) to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant (CDBG) Program. This Emergency Ordinance also authorizes the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs. This Emergency Ordinance also authorizes the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community

Development Block Grant Fund 304 for the purpose of realigning available grant resources in accordance with Section C of the attached Appropriation Schedule. This Emergency Ordinance also authorizes the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 for the purpose of realigning resources with program needs in accordance with Section D of the attached Appropriation Schedule. Approval of this Emergency Ordinance announces the City’s intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan. Finally, this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the grant allocation for the CDBG Program on May 7, 2024. The CDBG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the CDBG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

**EMERGENCY**

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**-2024**

**AUTHORIZING** the City Manager to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development to various Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program; **AUTHORIZING** the appropriation of \$355,979.50 in program income in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs; **AUTHORIZING** the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 to realign available grant resources in accordance with Section C of the attached Appropriation Schedule; **AUTHORIZING** the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the Community Development Block Grant Program according to Section A of the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, the Community Development Block Grant (“CDBG”) Program provides annual grants to local communities to address a wide range of unique community development needs; and

WHEREAS, on May 7, 2024, the U.S. Department of Housing and Urban Development (“HUD”) announced the grant allocation of \$11,172,581 to the City for the 2024 CDBG Program per Assistance Listing Number (ALN) 14.218 via Award No. B-24-MC-39-0003; and

WHEREAS, program income of \$355,979.50 also must be appropriated to various project and operating accounts; and

WHEREAS, prior year CDBG project and operating account appropriations must be adjusted to align with current resources and program needs; and

WHEREAS, the CDBG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which the City must submit to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the CDBG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate \$11,172,581 from the U.S. Department of Housing and Urban Development (“HUD”) to Community Development Block Grant Fund 304 project accounts in accordance with Section A of the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the Community Development Block Grant Program.

Section 2. That the appropriation of \$355,979.50 in program income is authorized in accordance with Section B of the attached Appropriation Schedule to fund the continuation of vital City programs.

Section 3. That the return to source of \$436,419.35 from various Community Development Block Grant Fund 304 project accounts to the unappropriated surplus of Community Development Block Grant Fund 304 is authorized to realign available grant resources in accordance with Section C of the attached Appropriation Schedule.

Section 4. That the appropriation of \$436,419.35 from the unappropriated surplus of Community Development Block Grant Fund 304 is authorized to realign resources with program needs in accordance with Section D of the attached Appropriation Schedule.

Section 5. That it is the City’s intent to use this sum for various projects and operating allocations for the Community Development Block Grant Program in accordance with the 2024 Annual Action Plan and Section A of the attached Appropriation Schedule and to file the 2024 Annual Action Plan.

Section 6. That the City Manager is authorized to file the 2024 Annual Action Plan.

Section 7. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the grant and Sections 1 through 6.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**APPROPRIATION SCHEDULE**

COMMUNITY DEVELOPMENT BLOCK GRANT APPROPRIATION SCHEDULE

**Section A**

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
CDBG	304	164	30424611	Commercial and Industrial Redevelopment '24	\$180,000.00
CDBG	304	212	30424142	Concentrated Code Enforcement '24	\$607,000.00
CDBG	304	101	30424123	Emergency Mortgage Assistance and Tenant Representation '24	\$650,000.00
CDBG	304	162	30424122	Fair Housing Services '24	\$210,000.00
CDBG	304	212	30424141	Family Rehousing Assistance '24	\$200,000.00
CDBG	304	161	30424802	Findlay Market Operating Support '24	\$90,000.00
CDBG	304	162	30424124	Hand Up Initiative '24	\$820,000.00
CDBG	304	212	30424136	Hazard Abatement & Stabilization Program '24	\$953,000.00
CDBG	304	101	30424411	Lead Hazard Testing Program '24	\$175,000.00
CDBG	304	212	30424904	Hazard Abatement Program and Historic Stabilization of Structures '24	\$560,000.00
CDBG	304	162	30424015	Housing Repair Services '24	\$1,750,000.00
CDBG	304	162	30424244	Operating Support for CDCs & Empower Neighborhoods '24	\$2,128,000.00
CDBG	304	162	30424431	Strategic Housing Initiatives Program '24	\$104,815.00
CDBG	304	101	30424433	Place-Based Initiatives '24	\$100,000.00
CDBG	304	199	30424621	Youth and Young Adult Employment Program '24	\$410,250.00
CDBG	304	161	30424108	Section 108 Debt Service	\$0.00
CDBG	304	101	30424000	Administration - CDBG '24	\$2,234,516.00

**TOTAL \$11,172,581.00**



**APPROPRIATION SCHEDULE**

INCREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE

**Section B**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
CDBG	304	161	30423108	Section 108 Debt Service	\$265,000.00	\$265,000.00	\$530,000.00
CDBG	304	162	30423433	Vacant Lot Reutilization '23	\$35,000.00	\$90,979.50	\$125,979.50
<b>TOTAL</b>					<b>\$300,000.00</b>	<b>\$355,979.50</b>	<b>\$655,979.50</b>

**APPROPRIATION SCHEDULE**

DECREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE

**Section C**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Decreased	Revised Authorization
CDBG	304	162	30419212	Blueprint for Success '19	\$77,269.39	\$6,999.32	\$70,270.07
CDBG	304	162	30420212	Blueprint for Success '20	\$100,000.00	\$30,564.81	\$69,435.19
CDBG	304	162	30422212	Blueprint for Success '22	\$50,000.00	\$50,000.00	\$0.00
CDBG	304	162	66213	Compliance Asistance Repairs for the Elderly (CARE) '16	\$186,000.00	\$1,550.00	\$184,450.00
CDBG	304	162	30419213	Compliance Asistance Repairs for the Elderly (CARE) '19	\$91,509.13	\$3,566.74	\$87,942.39
CDBG	304	162	30420213	Compliance Asistance Repairs for the Elderly '20	\$100,000.00	\$2,050.00	\$97,950.00
CDBG	304	161	304171018	Homeowner Rehab Loan Servicing '17	\$30,000.00	\$29,110.48	\$889.52
CDBG	304	161	30418018	Homeowner Rehab Loan Servicing '18	\$30,000.00	\$13,344.43	\$16,655.57
CDBG	304	161	30420018	Homeowner Rehab Loan Servicing '20	\$38,000.00	\$38,000.00	\$0.00
CDBG	304	164	304172201	Small Business Services '17	\$170,000.00	\$772.84	\$169,227.16
CDBG	304	164	30418201	Small Business Services '18	\$62,000.00	\$51,419.19	\$10,580.81
CDBG	304	164	30420201	Small Business Services '20	\$150,000.00	\$56,654.91	\$93,345.09
CDBG	304	161	30420511	Green Urban Watershed Restoration '20	\$68,393.19	\$1,501.65	\$66,891.54
CDBG	305	162	30420123	Emergency Mortgage Assistance '20	\$190,000.00	\$429.75	\$189,570.25
CDBG	306	162	30421123	Emergency Mortgage Assistance '21	\$197,214.00	\$651.39	\$196,562.61
CDBG	307	162	30422123	Emergency Mortgage Assistance '22	\$170,000.00	\$4,874.17	\$165,125.83
CDBG	308	164	30418221	NBD Improvement Program '18	\$814,130.17	\$2,298.98	\$811,831.19
CDBG	309	164	30419221	NBD Improvement Program '19	\$910,000.00	\$72,221.79	\$837,778.21
CDBG	304	164	30422221	NBD Improvement Program '22	\$264,493.00	\$70,408.90	\$194,084.10
<b>TOTAL</b>					<b>\$3,699,008.88</b>	<b>\$436,419.35</b>	<b>\$3,262,589.53</b>

**APPROPRIATION SCHEDULE**

INCREASE OF EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM RECONCILIATION SCHEDULE

**Section D**

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
CDBG	304	162	30418433	Vacant Lot Reutilization '18	\$30,000.00	\$67,062.60	\$97,062.60
CDBG	304	162	30419433	Vacant Lot Reutilization '19	\$30,000.00	\$82,787.85	\$112,787.85
CDBG	304	162	30420433	Vacant Lot Reutilization '20	\$30,000.00	\$69,383.90	\$99,383.90
CDBG	304	162	30422015	Housing Repair Services '22	\$1,988,613.00	\$100,000.00	\$2,088,613.00
CDBG	304	162	61430	Strategic Housing Initiatives	\$327,000.00	\$1,550.00	\$328,550.00
CDBG	304	162	304171431	Core 4 Strategic Housing Program '17	\$401,000.00	\$29,883.32	\$430,883.32
CDBG	304	162	30420431	Strategic Housing Initiatives Program '20	\$1,630,151.26	\$59,817.22	\$1,689,968.48
CDBG	304	162	30421431	Strategic Housing Initiatives Program '21	\$854,506.76	\$651.39	\$855,158.15
CDBG	304	162	30423431	Strategic Housing Initiatives Program '23	\$425,000.00	\$25,283.07	\$450,283.07
<b>TOTAL</b>					<b>\$5,716,271.02</b>	<b>\$436,419.35</b>	<b>\$6,152,690.37</b>

May 22, 2024

**To:** Mayor and Members of City Council 202401432  
**From:** Sheryl M. M. Long, City Manager  
**Subject:** Emergency Ordinance – 2024 HOPWA Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program; **ANNOUNCING** the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development (HUD) to Housing Opportunities for Persons with AIDS Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program. This Emergency Ordinance also announces the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan. Finally, approval of this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the allocations for the HOPWA Grant Program on May 7, 2024. The HOPWA grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the HOPWA Grant Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-162 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

**EMERGENCY**

CNS

- 2024

**AUTHORIZING** the City Manager to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, to provide funding to projects and operating allocations for the HOPWA Grant Program; **ANNOUNCING** the City’s intent to use said sum for projects and operating allocations for the HOPWA Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, through the Housing Opportunities for Persons with AIDS (“HOPWA”) Program, the U.S. Department of Housing and Urban Development (“HUD”) provides grants to local communities for projects that benefit low-income persons living with HIV/AIDS and their families; and

WHEREAS, HUD announced the allocations for the HOPWA Grant Program per Assistance Listing Number (ALN) 14.241 via Award No. OH-H24-F001 on May 7, 2024; and

WHEREAS, the HOPWA grant is one of four entitlement HUD grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the HOPWA Grant Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-162 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate \$1,916,748 from the U.S. Department of Housing and Urban Development (HUD) to Housing Opportunities for Persons with AIDS (“HOPWA”) Fund 465, in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan, to fund projects and operating allocations for the HOPWA Grant Program.

Section 2. That the City intends to use said sum for various projects and operating allocations for the HOPWA Grant Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule, and to file the 2024 Annual Action Plan.

Section 3. That the City Manager is authorized to file the 2024 Annual Action Plan.

Section 4. That the proper City officials are authorized to do all things necessary and proper to implement 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 provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**APPROPRIATION SCHEDULE**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS GRANT APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
HOPWA	465	101	4652407	HOPWA Administration '24	\$57,502.00
HOPWA	465	101	4652403	HOPWA Services and Support '24	\$1,859,246.00
<b>TOTAL</b>					<b>\$1,916,748.00</b>



May 22, 2024

**To:** Mayor and Members of City Council

202401433

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

**Subject: Emergency Ordinance – 2024 HOME Entitlement Grant Award**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development, through the HOME Investment Partnerships (“HOME”) Program (ALN 14.239), to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program; **AUTHORIZING** the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs; **ANNOUNCING** the City’s intention to use said sums for projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development (HUD) to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Investment Partnerships Grant Program. This Emergency Ordinance also authorizes the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs. Approval of this Emergency Ordinance announces the City’s intention to use said sums for projects and operating allocations for the HOME Investment Partnerships Grant Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan. Finally, this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the allocation of \$2,436,819.50 to the City for the 2024 HOME program on May 7, 2024. The HOME program grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which the City must submit to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the HOME Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



**EMERGENCY**

MSS

**-2024**

**AUTHORIZING** the City Manager to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development, through the HOME Investment Partnerships (“HOME”) Program (ALN 14.239), to various Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program; **AUTHORIZING** the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts in accordance with the attached Appropriation Schedule to fund the continuation of vital City programs; **ANNOUNCING** the City’s intention to use said sums for projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, through the HOME Investment Partnerships (“HOME”) Program, the United States Department of Housing and Urban Development (“HUD”) provides annual grants to local communities for projects that include buying, building, and rehabilitating affordable housing for rent or ownership, as well as projects providing down payment assistance; and

WHEREAS, HUD announced the allocation of \$2,436,819.50 to the City for the 2024 HOME Program (ALN 14.239) via Award No. M-24-MC-39-0213 on May 7, 2024; and

WHEREAS, program income of \$60,577.86 also must be appropriated to 2024 HOME project accounts; and

WHEREAS, the HOME Program grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which the City must submit to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the HOME Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate \$2,436,819.50 from the United States Department of Housing and Urban Development (“HUD”), received through the HOME Investment Partnerships (“HOME”) Program, to Home Investment Trust Fund

411 project accounts in accordance with the attached Appropriation Schedule and in accordance with the 2024 Annual Action Plan to fund projects and operating allocations for the HOME Program.

Section 2. That the appropriation of \$60,577.86 in program income to Home Investment Trust Fund 411 project accounts is authorized in accordance with the attached Appropriation Schedule to provide funding to continue vital City programs.

Section 3. That it is the City’s intent to use said sums for various projects and operating allocations for the HOME Program according to the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan.

Section 4. That the City Manager is authorized to file the 2024 Annual Action Plan.

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**RECONCILIATION AND APPROPRIATION SCHEDULE**

HOME INVESTMENT PARTNERSHIPS PROGRAM APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
HOME	411	162	4112402	CHDO Development Projects '24	\$365,525.00
HOME	411	162	4112403	American Dream Downpayment Initiative '24	\$100,000.00
HOME	411	162	4112404	Operating Support for CHDOs '24	\$121,841.00
HOME	411	162	4112406	Strategic Housing Initiatives Program '24	\$1,660,292.36
HOME	411	162	4112401	HOME Administration '24	\$249,739.00
<b>TOTAL</b>					<b>\$2,497,397.36</b>

May 22, 2024

**To:** Mayor and Members of City Council

202401434

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

**Subject:** Emergency Ordinance – 2024 ESG Entitlement Grant Award

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule to fund projects and operating allocations for the ESG Program; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the ESG Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule for the purpose of funding projects and operating allocations for the Emergency Solutions Grant Program. This Emergency Ordinance also announces the City’s intention to use this sum for projects and operating allocations for the Emergency Solutions Grant Program, in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan. Finally, approval of this Emergency Ordinance authorizes the City Manager to file the 2024 Annual Action Plan.

HUD announced the grant allocation for the ESG Program on May 7, 2024. The ESG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement.

Accepting and appropriating funds from the ESG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

**EMERGENCY**

**IMD**

**-2024**

**AUTHORIZING** the City Manager to accept and appropriate \$989,627 from the U.S. Department of Housing and Urban Development Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule to fund projects and operating allocations for the ESG Program; **ANNOUNCING** the City’s intention to use this sum for projects and operating allocations for the ESG Program in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan; and **AUTHORIZING** the City Manager to file the 2024 Annual Action Plan.

WHEREAS, the U.S. Department of Housing and Urban Development’s (“HUD”) Emergency Solutions Grant (“ESG”) Program provides annual grants to local communities for projects that engage homeless persons living on the street, improve the number and quality of shelters, help operation shelters, provide essential services to shelter residents, rapidly re-house homeless persons, and prevent persons from becoming homeless; and

WHEREAS, HUD announced the grant allocation for the ESG program per Assistance Living Number (ALN) 14.231 via Award E-24-MC-39-0003 on May 7, 2024; and

WHEREAS, the ESG grant is one of four HUD entitlement grants awarded to the City for Program Year 2024 that, when combined, create the 2024 Annual Action Plan, which must be submitted to HUD within sixty days of the award announcement; and

WHEREAS, accepting and appropriating funds from the ESG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate the sum of \$989,627 from the U.S. Department of Housing and Urban Development (“HUD”) Emergency Solutions Grant (“ESG”) Program to Emergency Shelter Grant Fund 445 project accounts in accordance with the attached Appropriation Schedule and the 2024 Annual Action Plan to fund projects and operating allocations for the ESG Program.



Section 2. That the City intends to use this sum for projects and operating allocations for the ESG Program in accordance with the 2024 Annual Action Plan and the attached Appropriation Schedule and to file the 2024 Annual Action Plan.

Section 3. That the City Manager is authorized to file the 2024 Annual Action Plan.

Section 4. That the proper City officials are authorized to do all things necessary and proper to implement 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 provide funding for the continuation of vital City programs and to comply with the HUD 2024 Annual Action Plan sixty-day submission deadline.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

## APPROPRIATION SCHEDULE

### EMERGENCY SOLUTIONS GRANT APPROPRIATION SCHEDULE

Grant Program	Fund	Agency	Project Account No.	Project Title	Amount
ESG	445	101	4452421	Homeless Shelters and Housing '24	\$593,776.00
ESG	445	101	4452415	Rapid Re-Housing '24	\$321,629.00
ESG	445	101	4452423	ESG Administration '24	\$74,222.00
<b>TOTAL</b>					<b>\$989,627.00</b>

May 22, 2024

**To:** Mayor and Members of City Council

202401435

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

**Subject: Emergency Ordinance – Use of Excess Payments From Project TIFs**

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Attached is an Emergency Ordinance captioned:

**DETERMINING** that satisfactory provision has been made for the public improvement needs of parcels within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code Section 5709.40(B); **APPROVING** the use of excess service payments collected pursuant to such exemptions on additional public infrastructure improvements made, to be made, or in the process of being made, all in support of urban redevelopment within the City; and **AMENDING** Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 to reflect such determination and use of such excess service payments.

Approval of this Emergency Ordinance determines that satisfactory provision has been made for public improvement needs within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code (ORC) Section 5709.40(B) and that any excess service payments collected pursuant to these exemptions can be used in support of urban redevelopment within the City. Finally, Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 are amended to reflect this determination and to allow for the use of excess service payments for urban redevelopment.

In June of 2023, the Ohio General Assembly passed House Bill No. 33 which allowed municipalities defined as an “Impacted City” under ORC Section 1728.01 to pass an ordinance that would authorize additional types of public infrastructure expenditures from public project Tax Increment Financing (TIF) resources collected pursuant to ORC Section 5709.40 if satisfactory provision has been made for the public improvement needs of the parcels identified in the original public project TIF ordinances. The City of Cincinnati has received the “Impacted City” designation under ORC 1728.01 and has identified several public project TIFs where satisfactory provision has been made for their public improvement needs. The public project TIFs impacted by this Emergency Ordinance are included in the table attached to this item. To take advantage of the flexibility of House Bill No. 33, the City must pass an ordinance on or before June 30, 2024.

Approval of this Emergency Ordinance will allow the City to utilize revenues collected from these project TIFs in excess of expenditures for more expansive public infrastructure expenditures in the future.

The reason for the emergency is to enable the Excess TIF Revenues to be used on public infrastructure improvements in support of urban redevelopment at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KMG**

**- 2024**

**DETERMINING** that satisfactory provision has been made for the public improvement needs of parcels within certain project tax increment financing exemptions previously established by the City pursuant to Ohio Revised Code Section 5709.40(B); **APPROVING** the use of excess service payments collected pursuant to such exemptions on additional public infrastructure improvements made, to be made, or in the process of being made, all in support of urban redevelopment within the City; and **AMENDING** Ordinance Nos. 18-2016, 232-2003, 540-2019, 13-2008, 32-2014, 9-2016, 222-2016, 336-2001, 361-2014, 363-2020, and 229-2012 to reflect such determination and use of such excess service payments.

WHEREAS, pursuant to House Bill 33, passed by the 135th Ohio General Assembly and effective as of October 3, 2023 (“H.B. 33”), not later than June 30, 2024, an impacted city, as defined in Ohio Revised Code (“R.C.”) Section 1728.01, may include a determination in an ordinance adopted under R.C. Section 5709.40(B) that satisfactory provision has been made for the public improvement needs of the parcels identified in the ordinance and may specify other public improvements made, to be made, or in the process of being made in the impacted city that do not directly benefit the parcels identified in the ordinance but are in support of urban redevelopment within the meaning of R.C. Section 5709.41; and

WHEREAS, the City of Cincinnati is an impacted city, as defined in R.C. Section 1728.01; and

WHEREAS, pursuant to R.C. Section 5709.40(B), the City has previously adopted ordinances listed in Attachment A hereto (inclusive of ordinances making amendments thereto, collectively, the “TIF Ordinances”), with respect to certain parcels of real property (each, a “Project TIF”); and

WHEREAS, each of the TIF Ordinances provide that, (i) with respect to each separate parcel of property located within the respective Project TIF, improvements to such parcels (as further defined in R.C. Section 5709.40, collectively, the “Improvements”) are 100 percent exempt from real property taxation (the “TIF Exemptions”), and (ii) such Improvements serve a public purpose; and

WHEREAS, each of the TIF Ordinances require the owners of the Improvements to make semiannual service payments in lieu of real property taxes (the “TIF Payments”), which payments are to be deposited into a tax increment equivalent fund established or identified in that TIF Ordinance (each, a “TIF Fund”); and

WHEREAS, amounts on deposit in each of the TIF Funds are to be used to pay costs of certain public infrastructure improvements that, once made, directly benefit those parcels identified in the applicable TIF Ordinance; and

WHEREAS, since the adoption of the TIF Ordinances, as a result of a variety of factors such as (i) higher than expected TIF Payments because of higher than expected assessments of the Improvements, and (ii) lower than expected costs, including financing costs, of the public infrastructure improvements contemplated in the applicable TIF Ordinances, there are and will continue to be excess TIF Payments in the TIF Funds that are not necessary for the public infrastructure needs of the parcels identified in the TIF Ordinances; and

WHEREAS, pursuant to and in accordance with H.B. 33, Council (i) finds that satisfactory provision has been made for the public improvement needs of the parcels identified in the TIF Ordinances, (ii) establishes the uses of excess TIF Payments on other public infrastructure improvements made, to be made, or in the process of being made, each in the furtherance of urban redevelopment, in the City of Cincinnati, which do not directly benefit the parcels identified in the TIF Ordinances, and (iii) amends the TIF Ordinances to reflect the foregoing; 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 House Bill 33, passed by the 135th Ohio General Assembly and effective as of October 3, 2023 (“H.B. 33”), Council hereby determines that satisfactory provision has been made for the public infrastructure needs of the parcels identified in the ordinances listed in Attachment A attached hereto (inclusive of any ordinances making amendments thereto, the “TIF Ordinances”), which are hereby incorporated by reference.

Section 2. That, pursuant to and in accordance with H.B. 33, Council hereby finds that public infrastructure improvements identified on Attachment B to this ordinance are in support of urban redevelopment within the meaning of Ohio Revised Code (“R.C.”) Section 5709.41.

Section 3. That the TIF Ordinances are hereby amended to reflect that (a) satisfactory provision has been made for the public infrastructure needs of the parcels identified in the TIF Ordinances, and (b) any excess revenues collected by the City (including funds that have already been collected by the City) from semiannual service payments made by the owner of the Improvement (as such term is defined in R.C. 5709.40) (the “Excess TIF Revenues”) may be used for the purposes identified in Attachment B to this ordinance.

Section 4. That no agreements executed pursuant to or in furtherance of the TIF Ordinances shall be deemed to be amended as a result of the passage of this ordinance.

Section 5. That the TIF Ordinances, except as amended herein, shall remain in full force and effect.

Section 6. That the proper City officials are hereby authorized to take all necessary and appropriate actions to fulfill the terms of this ordinance, including, without limitation, executing any and all ancillary agreements and other documents.

Section 7. 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 this 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 8. 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 Excess TIF Revenues to be used on public infrastructure improvements in support of urban redevelopment at the earliest possible time.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

ATTACHMENT A

<b>Neighborhood</b>	<b>Ordinance Number</b>	<b>Date Passed</b>
Avondale	18-2016	1/21/2016
Columbia Tusculum	232-2003	6/25/2003
East End	540-2019	12/18/2019
Evanston	13-2008	1/16/2008
	32-2014	3/5/2014
	9-2016	1/6/2016
Madisonville	222-2016	6/29/2016
Oakley	336-2001	10/24/2001
Downtown	361-2014	12/17/2014
Oakley	363-2020	10/28/2020
Oakley	229-2012	6/20/2012



## ATTACHMENT B

The following public infrastructure improvements are in the process of being made, to be made, or may be made in the City of Cincinnati, in each case in furtherance of urban redevelopment, as such term is used in Ohio Revised Code Section 5709.41:

1. Acquisition and development of property, including acquisition in aid of industry, commerce, distribution, or research, demolition of blighted, dilapidated, or functionally obsolete structures for redevelopment opportunities, including demolition on private property when determined to be necessary for economic development purposes.
2. Environmental studies and remediation.
3. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to property, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore, and the continued maintenance of those improvements.
4. Constructing and reconstructing public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto.
5. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, and the continued maintenance of those improvements.
6. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing.
7. Stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety, and welfare.
8. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service (including fiber optics), including aid to construction fees for gas, aid to construction fees for electric, 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, with related site improvements and appurtenances thereto.
9. Enhancement of public waterways through improvements that allow for greater public access.

10. Acquiring real estate or interests in real estate, including related right-of ways, necessary to accomplish the improvements enumerated in clauses 1 through 9.
11. Any on-going administrative expenses relating to the other public infrastructure improvements listed in this Attachment, including but not limited to engineering, architectural, legal, and other consulting and professional services.
12. All inspection fees and other governmental fees related to the foregoing.
13. Any other costs of public infrastructure improvements as permitted by law.

Date: May 22, 2024

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: ORDINANCE – DETERMINING TO PROCEED WITH SPECIAL STREET LIGHTING ASSESSMENT GROUP 1 – RESIDENTIAL STREET LIGHTING (2023-2026)

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202401436

Attached is an ordinance captioned as follows:

**DETERMINING** to proceed with special street lighting assessments in Lighting Group 1 for three years beginning August 1, 2023, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, on the streets or portions of the streets described in Attachment A hereto.

This Ordinance Determining to Proceed is the second step of a three-step process for the renewal of an existing street lighting assessment needing the approval of City Council. The Assessing Ordinance has been submitted subsequently with the Determining to Proceed Ordinance.

City Council adopted the Resolution of Necessity Resolution No. 27-2024 on March 27, 2024. The City has addressed all objections to the estimated assessments filed with the Clerk of Council.

Street Lighting Assessment Group 1 includes streets in the following neighborhoods: Avondale, Bond Hill, Clifton, College Hill, CUF, East Walnut Hills, Hyde Park, Kennedy Heights, Mount Lookout, North Avondale, Oakley, Pleasant Ridge, Roselawn, South Fairmount, West Price Hill, and Westwood.

The Administration recommends the passage of the attached ordinance.

Attachment A – Assessed Street Lighting – Group 1 2024

cc: John S. Brazina, Director, Transportation and Engineering

**DETERMINING** to proceed with special street lighting assessments in Lighting Group 1 for three years beginning August 1, 2023, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, on the streets or portions of the streets described in Attachment A hereto.

WHEREAS, Resolution No. 27-2024 (the “Resolution”), adopted by City Council on March 27, 2024, pursuant to R.C. Section 727.12, declared the necessity of extending special street lighting on the streets or portions of the streets described in Attachment A hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Resolution, the estimated assessments for the special street lighting were prepared and placed on file in the Office of the Clerk of Council; and

WHEREAS, pursuant to R.C. Section 727.14, property owners were given notice of the passage of the Resolution and the filing of the estimated assessments; and

WHEREAS, as permitted by R.C. Section 727.15, no property owner has filed an objection to the proposed assessment within two weeks following the completion of notice of the passage of the Resolution and the filing of the estimated assessments; and

WHEREAS, the Council now desires to proceed with the special street lighting described in the Resolution and to adopt the estimated assessment associated therewith; now, therefore,

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

Section 1. That the Council of the City of Cincinnati intends to proceed, pursuant to Ohio Revised Code (“R.C.”) Section 727.23, with the special lighting of the streets or portions of the streets in Lighting Group 1 as set forth in Attachment A hereto and incorporated herein by reference.

Section 2. That the costs of the special street lighting provided in Resolution No. 27-2024, passed by Council on March 27, 2024, are hereby adopted and shall be assessed in the manner provided in Resolution No. 27-2024.

Section 3. That no claim for damages has been filed pursuant to R.C. Section 727.18.

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

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

Attachment A

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
1	ANDINA AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	18	\$0.56	\$7,450.14
2	AVONLEA AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	19	\$0.57	\$7,887.58
3	BAYARD AVENUE	from the north line of Erie Avenue to the south line of Victoria Avenue	18	\$0.56	\$7,582.01
4	BEAVERTON AVENUE	from the west line of Parkdale Avenue to approx. 487.41' west of west line of Elmshade Avenue	11	\$0.65	\$4,743.81
5	BEECHVIEW CIRCLE	Beechview from the south line of Montgomery Road to Rogers Park Place & Rogers Park Pl from the south line of Montgomery Road to the south line of Beech View Subdivision	14	\$0.56	\$5,895.17
6	BELLA VISTA	from the east line of Reading Road to its east terminus	6	\$0.74	\$2,628.84
7	BELLEWOOD AVENUE	from the west line of Ridge Avenue to the east line of Lester Road	9	\$0.59	\$3,817.49
8	BERKLEY AVENUE	from the west line of Rhode Island Avenue to the east line of Reading Road	19	\$0.57	\$8,026.81
9	CASTELTON PLACE	from 140' south of the south line of Northwood Drive to its north terminus	8	\$0.64	\$3,440.64
10	CATALINA AVENUE	from the west line of Rhode Island Avenue to its west terminus	22	\$0.67	\$9,520.05
11	CHALFONTE PLACE	from the west line of Reading Road to its west terminus	6	\$0.61	\$2,562.63
12	CHEYENNE DRIVE	from the south line of Towanda Terrace to the west line of Maketewah View Subdivision	7	\$0.60	\$2,925.21
13	CLIFTON AVENUE	E.S. from the south line of M. L. King Drive to 855' south of the south line of Ludlow Avenue. W.S. from the north line of Mc Millian Street to the south line of Dixmyth	64	\$1.47	\$31,591.30
14	CLIFTON AVENUE	from the south line of Ludlow Ave.: to 855' south of the south line of Ludlow Avenue E.S. the south line of Dixmyth Avenue W.S.	15	\$1.24	\$6,414.78
15	CLIFTON AVENUE	from the north line of Ludlow Avenue to the south line of Lafayette Avenue	39	\$0.47	\$13,382.12
16	CORONADO AVENUE	from the north line of Zula Avenue to the south line of Cleves Pike	17	\$0.79	\$7,512.27
17	CORVALLIS AVENUE	from the west line of Parkdale Avenue to approx. 466.92' west of the west line of Elmshade Avenue	11	\$0.60	\$4,679.90
18	COVEDALE AVENUE	from the north line of Cleves Pike to the south line of Sidney Road	15	\$0.63	\$6,426.54
19	EILEEN DRIVE	from the north line of Madison Road to the south line of Markbrite Avenue	10	\$0.66	\$4,321.03

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
20	EPWORTH AVENUE	from the north line of Werk Road to the south line of Ramona Avenue	9	\$0.78	\$3,974.94
21	EUGENIE LANE	from the east line of Werk Road to the west line of LaFeuille Avenue	11	\$0.60	\$4,596.52
22	FAR HILLS DRIVE	Michigan Avenue, south and around Michigan Avenue	10	\$0.56	\$4,131.91
23	FENMORE DRIVE	from the west line of Paddock Road to the east line of Coad Drive	6	\$0.74	\$2,632.73
24	GARDEN LANE	from the west line of Rhode Island Avenue to the west terminus	14	\$0.54	\$5,791.98
25	GRAFTON AVENUE	from the north line of Dale Road to the north line of 5438 Grafton Avenue	14	\$0.58	\$5,919.29
26	GREENLAND PLACE	from the north line of Northwood Drive to 163 feet south of the south line of Miramar Court	6	\$0.64	\$2,577.79
27	HANSFORD PLACE	from the south line of Harrison Ave to the south terminus	8	\$0.68	\$3,464.93
28	HAYWARD AVENUE	from the south line of Principio Avenue to the north line of Arnold Street	12	\$0.67	\$5,196.67
29	JOHNSTONE PLACE	from the south line of Madison Road to the south terminus	8	\$0.63	\$3,429.55
30	KELLYWOOD AVENUE	from the north line of Guerley Road to the north terminus	10	\$0.62	\$4,281.40
31	KENOVA AVENUE	from the west line of Reading Road to a point approximately 1500' west of Reading Road	13	\$0.61	\$5,551.46
32	LACONIA AVENUE	from the north line of Dale Road to the north terminus	13	\$0.58	\$5,507.22
33	LAKELAND AVENUE	from the west line of Parkdale Avenue to approximately 505.08 feet west of Elmshade Avenue	9	\$0.58	\$3,813.85
34	LARRY AVENUE	from the east line of Hamilton Avenue to the east terminus	9	\$0.63	\$3,860.42
35	LAWN AVENUE	from the west line of Rhode Island Avenue to the west terminus	16	\$0.56	\$6,745.57
36	LILLIAN DRIVE	from the north line of Dale Road to the north terminus	10	\$0.60	\$4,258.33
37	LUDLOW AVENUE	from the south line of LaFayette Avenue to the west line of Whitfield Avenue	37	\$0.63	\$13,833.40
38	MANOR HILL DRIVE	from the north line of Ludlow Avenue to the north terminus	8	\$0.50	\$3,240.94
39	MARLINGTON AVENUE	from the east line of Westgate Avenue to the west line of Middlebrook Avenue from the south line of Marlinton Avenue to the north line of Downing Avenue. Westgate Ave from the south line of Marlinton to the north line of Downing.	10	\$0.74	\$4,382.44
40	SOUTH CLEROSE CIRCLE	from the east line of Rosemont Avenue to the east line of Rosemont Avenue	12	\$0.64	\$5,152.61

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
41	NORTHAMPTON DRIVE	from the east line of Reading Road to the east terminus	5	\$0.63	\$2,144.82
42	NORTHCUTT AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	19	\$0.59	\$7,971.33
43	NORTHWOOD DRIVE	from 150 feet west of Reading Road to the east line of Castleton Place	11	\$0.59	\$4,675.56
44	ORCHARD LANE	the north line of Montgomery Road to approx. 1800' north of Montgomery Road	14	\$0.56	\$5,897.31
45	PORTSMOUTH AVENUE	the east line of Paxton Avenue to Victoria Ln/ and Victoria Ln to the the north line of Victoria Avenue	26	\$0.64	\$11,164.67
46	RAWSON WOODS LANE	from the west line of Middleton Avenue to the west terminus And Rawson Woods Circle.	7	\$0.27	\$2,500.55
47	RAYMAR DRIVE	from the south line of Victoria Avenue to Raymar Blvd and Raymar Blvd from the south line of Victoria Ave to the north line of Erie Avenue	24	\$0.72	\$10,478.48
48	ROBINWOOD AVENUE	from the west terminus to Hurley Ave and Hurley Ave from the north line of Kenova & the to west line of Scottwood to Robinwood Ave	13	\$0.69	\$5,652.68
49	ROOKWOOD DRIVE	Rookwood Drive- from the north line of Grandin Road to Rookwood Place. Rookwood Place- from Rookwood Drive to E. Rookwood Drive. E. Rookwood Drive- from the west line of Edwards Road to Rookwood Lane. Rookwood Lane- from Rookwood Drive to the east terminus. S. Rookwood Drive-from Rookwood Drive to E. Rookwood Drive.	30	\$0.59	\$12,732.14
50	ROSECLIFF AVENUE	from from the west line of Reading Road to the east line of Parkdale Avenue	4	\$0.45	\$1,616.65
51	SCHULTE DRIVE	from the south line of Carnation Park Subdivision on Schulte Dr to the east terminus	10	\$0.67	\$4,322.82
52	SCOTTWOOD AVENUE	from from the south line of Shenandoah Avenue to the north line of Kenova Avenue	10	\$0.42	\$4,000.59
53	SHENANDOAH AVENUE	from from the west line of Reading Road to approximately 446.09' west of Elmshade Avenue	18	\$0.63	\$7,716.75
54	STRATFORD AVENUE	from the south line of Probasco Street to 400' south of the south line of Joselin Ave.	8	\$0.62	\$3,423.75
55	STRATFORD PLACE	from the east line of Paddock Road northeast to the northeast terminus	4	\$0.63	\$1,716.89



<u>Dist #</u>	<u>Street</u>	<u>Limits</u>	<u>Number of Lights</u>	<u>Proposed Rate per Front Foot per Year</u>	<u>Total Assessment</u>
56	SUNCREST DRIVE	from the west line of Herschel Avenue to the north line of Griest Avenue	9	\$0.59	\$3,820.60
57	TOWANDA TERRACE	from the west line of Paddock Road to the west line of Maketwah View Subdivision	10	\$0.74	\$4,311.02
58	VICTORIA AVENUE	from the east line of Paxton Road to the west line of Erie Avenue	27	\$0.83	\$12,009.90
59	WARWICK AVENUE	from the south line of Mitchell Avenue to the north line of Clinton Springs Avenue	11	\$0.62	\$4,623.87
60	WERKASTLE LANE	from the east line of Werk Road to the west line of Eugenie Lane	8	\$0.60	\$3,347.05
61	YORKSHIRE PLACE	from the north line of Northwood Drive to the north terminus	7	\$0.77	\$3,082.72
62	U OF C	East side of Clifton Calhoun to M. L. King	23	\$1.79	\$11,584.82
Count of Assemblies			<u>871</u>	Total Assessment:	<u>\$371,947.24</u>

Date: May 22, 2024

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: ORDINANCE – LEVYING SPECIAL STREET LIGHTING  
ASSESSMENTS GROUP 1 – RESIDENTIAL STREET LIGHTING (2023-2026)

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Attached is an ordinance captioned as follows:

**TO LEVY** special assessments to pay for a portion of the cost of special street lighting in Lighting Group 1, pursuant to Ohio Revised Code (“R.C.”) Section 727.25, for the three-year period beginning on August 1, 2023.

This Ordinance is the third step of a three-step process for the renewal of an existing street lighting assessment needing the approval of City Council for the Finance Department to process the billing and certify the Assessments to the County Auditor for inclusion on the December 2024 tax bills.

Street Lighting Assessment Group 1 includes streets in the following neighborhoods: Avondale, Bond Hill, Clifton, College Hill, CUF, East Walnut Hills, Hyde Park, Kennedy Heights, Mount Lookout, North Avondale, Oakley, Pleasant Ridge, Roselawn, South Fairmount, West Price Hill, and Westwood.

The Administration recommends the passage of the attached ordinance.

Attachment A – Assessed Street Lighting – Group 1 2024

cc: John S. Brazina, Director, Transportation and Engineering

**TO LEVY** special assessments to pay for a portion of the cost of special street lighting in Lighting Group 1, pursuant to Ohio Revised Code (“R.C.”) Section 727.25, for the three-year period beginning on August 1, 2023.

WHEREAS, Resolution No. 27-2024 (the “Resolution”), adopted by City Council on March 27, 2024, pursuant to R.C. Section 727.12, declared the necessity of extending special street lighting on the streets or portions of the streets described in Attachment A hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Resolution, the estimated assessments were prepared and placed on file in the Office of the Clerk of Council; and

WHEREAS, there are no outstanding objections to the estimated assessments; and

WHEREAS, on \_\_\_\_\_ 2024, City Council passed Ordinance No. \_\_\_\_-2024 determining to proceed with the assessments; and

WHEREAS, the actual costs for the special street lighting for the three-year period have been ascertained and found to be substantially the same as the estimated costs; now, therefore,

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

Section 1. That the actual costs of the assessments for special street lighting in Lighting Group 1 for the three-year period beginning on August 1, 2023, as set forth on Attachment A hereto and incorporated herein by reference, are hereby adopted and affirmed, pursuant to Ohio Revised Code (“R.C.”) Section 727.25.

Section 2. That, with the exception of public rights-of-way, state-owned land, and federally-owned land, there is hereby levied, in accordance with Chapter 727 of the R.C., an assessment upon the properties abutting the locations described on Attachment A to pay the owners’ portion of the costs for special street lighting in Lighting Group 1, for a period of three years beginning on August 1, 2023 and ending on July 31, 2026.

Section 3. That it is hereby determined that the assessments levied by this ordinance comply with all applicable procedures and limitations as set forth in Chapter 727 of the R.C.

Section 4. That the assessments levied by this ordinance shall be payable in cash to the Treasurer of the City of Cincinnati within thirty days after the passage of this ordinance, or at the option of the property owner, in three annual installments at an annual rate of interest of nine percent.

Section 5. That the Clerk of Council or other appropriate City official shall certify, at the expiration of said thirty-day period, any unpaid assessments to the Auditor of Hamilton County to be placed on the tax duplicate for collection at the time and in the same manner as property taxes are collected. Upon certification, the assessments shall be paid in three annual installments commencing with the December 2024 tax bill.

Section 6. That the City of Cincinnati shall not issue any notes or bonds in anticipation of the collection of the assessments.

Section 7. That the appropriate officials from the Finance Department are authorized to accept the assessment funds, deposit them into the appropriate account for the purpose of paying the costs and expenses of the special street lighting, and disburse them as required by law.

Section 8. That the portion of the cost of said improvements not specially assessed, any uncollectible assessments on property owned by the federal government and the State of Ohio, and assessments on property owned by the City of Cincinnati, shall be paid out of a fund provided to pay the City's portion of the cost of the special street lighting in the manner provided by law.

Section 9. That the Clerk of Council is hereby directed to cause notice of this ordinance to be published once in a newspaper of general circulation within the City of Cincinnati pursuant to R.C. Section 727.26.

Section 10. 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

Attachment A

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
1	ANDINA AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	18	\$0.56	\$7,450.14
2	AVONLEA AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	19	\$0.57	\$7,887.58
3	BAYARD AVENUE	from the north line of Erie Avenue to the south line of Victoria Avenue	18	\$0.56	\$7,582.01
4	BEAVERTON AVENUE	from the west line of Parkdale Avenue to approx. 487.41' west of west line of Elmshade Avenue	11	\$0.65	\$4,743.81
5	BEECHVIEW CIRCLE	Beechview from the south line of Montgomery Road to Rogers Park Place & Rogers Park Pl from the south line of Montgomery Road to the south line of Beech View Subdivision	14	\$0.56	\$5,895.17
6	BELLA VISTA	from the east line of Reading Road to its east terminus	6	\$0.74	\$2,628.84
7	BELLEWOOD AVENUE	from the west line of Ridge Avenue to the east line of Lester Road	9	\$0.59	\$3,817.49
8	BERKLEY AVENUE	from the west line of Rhode Island Avenue to the east line of Reading Road	19	\$0.57	\$8,026.81
9	CASTELTON PLACE	from 140' south of the south line of Northwood Drive to its north terminus	8	\$0.64	\$3,440.64
10	CATALINA AVENUE	from the west line of Rhode Island Avenue to its west terminus	22	\$0.67	\$9,520.05
11	CHALFONTE PLACE	from the west line of Reading Road to its west terminus	6	\$0.61	\$2,562.63
12	CHEYENNE DRIVE	from the south line of Towanda Terrace to the west line of Maketewah View Subdivision	7	\$0.60	\$2,925.21
13	CLIFTON AVENUE	E.S. from the south line of M. L. King Drive to 855' south of the south line of Ludlow Avenue. W.S. from the north line of Mc Millian Street to the south line of Dixmyth	64	\$1.47	\$31,591.30
14	CLIFTON AVENUE	from the south line of Ludlow Ave.: to 855' south of the south line of Ludlow Avenue E.S. the south line of Dixmyth Avenue W.S.	15	\$1.24	\$6,414.78
15	CLIFTON AVENUE	from the north line of Ludlow Avenue to the south line of Lafayette Avenue	39	\$0.47	\$13,382.12
16	CORONADO AVENUE	from the north line of Zula Avenue to the south line of Cleves Pike	17	\$0.79	\$7,512.27
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19	EILEEN DRIVE	from the north line of Madison Road to the south line of Markbrite Avenue	10	\$0.66	\$4,321.03

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21	EUGENIE LANE	from the east line of Werk Road to the west line of LaFeuille Avenue	11	\$0.60	\$4,596.52
22	FAR HILLS DRIVE	Michigan Avenue, south and around Michigan Avenue	10	\$0.56	\$4,131.91
23	FENMORE DRIVE	from the west line of Paddock Road to the east line of Coad Drive	6	\$0.74	\$2,632.73
24	GARDEN LANE	from the west line of Rhode Island Avenue to the west terminus	14	\$0.54	\$5,791.98
25	GRAFTON AVENUE	from the north line of Dale Road to the north line of 5438 Grafton Avenue	14	\$0.58	\$5,919.29
26	GREENLAND PLACE	from the north line of Northwood Drive to 163 feet south of the south line of Miramar Court	6	\$0.64	\$2,577.79
27	HANSFORD PLACE	from the south line of Harrison Ave to the south terminus	8	\$0.68	\$3,464.93
28	HAYWARD AVENUE	from the south line of Principio Avenue to the north line of Arnold Street	12	\$0.67	\$5,196.67
29	JOHNSTONE PLACE	from the south line of Madison Road to the south terminus	8	\$0.63	\$3,429.55
30	KELLYWOOD AVENUE	from the north line of Guerley Road to the north terminus	10	\$0.62	\$4,281.40
31	KENOVA AVENUE	from the west line of Reading Road to a point approximately 1500' west of Reading Road	13	\$0.61	\$5,551.46
32	LACONIA AVENUE	from the north line of Dale Road to the north terminus	13	\$0.58	\$5,507.22
33	LAKELAND AVENUE	from the west line of Parkdale Avenue to approximately 505.08 feet west of Elmshade Avenue	9	\$0.58	\$3,813.85
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38	MANOR HILL DRIVE	from the north line of Ludlow Avenue to the north terminus	8	\$0.50	\$3,240.94
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40	SOUTH CLEROSE CIRCLE	from the east line of Rosemont Avenue to the east line of Rosemont Avenue	12	\$0.64	\$5,152.61

Dist #	Street	Limits	Number of Lights	Proposed Rate per Front Foot per Year	Total Assessment
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42	NORTHCUTT AVENUE	from the east line of Reading Road to the west line of Rhode Island Avenue	19	\$0.59	\$7,971.33
43	NORTHWOOD DRIVE	from 150 feet west of Reading Road to the east line of Castleton Place	11	\$0.59	\$4,675.56
44	ORCHARD LANE	the north line of Montgomery Road to approx. 1800' north of Montgomery Road	14	\$0.56	\$5,897.31
45	PORTSMOUTH AVENUE	the east line of Paxton Avenue to Victoria Ln/ and Victoria Ln to the the north line of Victoria Avenue	26	\$0.64	\$11,164.67
46	RAWSON WOODS LANE	from the west line of Middleton Avenue to the west terminus And Rawson Woods Circle.	7	\$0.27	\$2,500.55
47	RAYMAR DRIVE	from the south line of Victoria Avenue to Raymar Blvd and Raymar Blvd from the south line of Victoria Ave to the north line of Erie Avenue	24	\$0.72	\$10,478.48
48	ROBINWOOD AVENUE	from the west terminus to Hurley Ave and Hurley Ave from the north line of Kenova & the to west line of Scottwood to Robinwood Ave	13	\$0.69	\$5,652.68
49	ROOKWOOD DRIVE	Rookwood Drive- from the north line of Grandin Road to Rookwood Place. Rookwood Place- from Rookwood Drive to E. Rookwood Drive. E. Rookwood Drive- from the west line of Edwards Road to Rookwood Lane. Rookwood Lane- from Rookwood Drive to the east terminus. S. Rookwood Drive-from Rookwood Drive to E. Rookwood Drive.	30	\$0.59	\$12,732.14
50	ROSECLIFF AVENUE	from from the west line of Reading Road to the east line of Parkdale Avenue	4	\$0.45	\$1,616.65
51	SCHULTE DRIVE	from the south line of Carnation Park Subdivision on Schulte Dr to the east terminus	10	\$0.67	\$4,322.82
52	SCOTTWOOD AVENUE	from from the south line of Shenandoah Avenue to the north line of Kenova Avenue	10	\$0.42	\$4,000.59
53	SHENANDOAH AVENUE	from from the west line of Reading Road to approximately 446.09' west of Elmshade Avenue	18	\$0.63	\$7,716.75
54	STRATFORD AVENUE	from the south line of Probasco Street to 400' south of the south line of Joselin Ave.	8	\$0.62	\$3,423.75
55	STRATFORD PLACE	from the east line of Paddock Road northeast to the northeast terminus	4	\$0.63	\$1,716.89



<u>Dist #</u>	<u>Street</u>	<u>Limits</u>	<u>Number of Lights</u>	<u>Proposed Rate per Front Foot per Year</u>	<u>Total Assessment</u>
56	SUNCREST DRIVE	from the west line of Herschel Avenue to the north line of Griest Avenue	9	\$0.59	\$3,820.60
57	TOWANDA TERRACE	from the west line of Paddock Road to the west line of Maketwah View Subdivision	10	\$0.74	\$4,311.02
58	VICTORIA AVENUE	from the east line of Paxton Road to the west line of Erie Avenue	27	\$0.83	\$12,009.90
59	WARWICK AVENUE	from the south line of Mitchell Avenue to the north line of Clinton Springs Avenue	11	\$0.62	\$4,623.87
60	WERKASTLE LANE	from the east line of Werk Road to the west line of Eugenie Lane	8	\$0.60	\$3,347.05
61	YORKSHIRE PLACE	from the north line of Northwood Drive to the north terminus	7	\$0.77	\$3,082.72
62	U OF C	East side of Clifton Calhoun to M. L. King	23	\$1.79	\$11,584.82
Count of Assemblies			<u>871</u>	Total Assessment:	<u>\$371,947.24</u>

May 22, 2024

To: Mayor and Members of City Council  
From: Sheryl M.M. Long, City Manager  
Subject: Budd Street WM Appropriation (CSX)

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202401443

Attached is an Emergency Ordinance captioned:

**APPROPRIATING** to public use certain real property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project.

It is necessary to appropriate the property listed in the attached ordinance in order to construct a 42-inch water main that will begin at Dalton Avenue and cross over the Mill Creek just south of the West 8<sup>th</sup> Street viaduct and under the rail corridor to provide adequate water supply to the western portion of the service area.

The reason for the emergency is the immediate need to acquire all real property interests necessary to construct the Budd Street Transmission Main Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the City's water supply.

The Administration recommends passage of this Emergency Ordinance.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works *dy for BB*

**EMERGENCY**

**TWH**

**- 2024**

**APPROPRIATING** to public use certain real property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project.

WHEREAS, on June 1, 2023, City Council of the City of Cincinnati passed Resolution No. 45-2023, captioned, “DECLARING the intent to appropriate public use certain real property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Water Main Replacement Project”; and

WHEREAS, notice of the passage of said Resolution No. 45-2023 has been served according to law; now, therefore,

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

Section 1. That the Council hereby appropriates the following real property interests for the public purpose of construction, installation, reconstruction, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project (“Project”): permanent easement interests in the real property described in Attachment A attached hereto and incorporated by reference and depicted on Attachment B, attached hereto and incorporated herein by reference (collectively, “Property”):

<b><u>Owner</u></b>	<b><u>Hamilton Co. Auditor Parcel No.</u></b>
CSX Transportation Inc., a Virginia corporation, as successor by merger to The Baltimore and Ohio Railroad Company	<b>141-0005-0007-00</b>
CSX Transportation, Inc., a Virginia corporation, as successor by merger to The Chesapeake and Ohio Railway Company of Indiana	<b>141-0005-0008-00</b>

Section 2. That the City Solicitor is hereby authorized to commence proceedings in a proper court by filing a complaint for appropriation of the foregoing parcels at such time as the City has met the requirements of Ohio Revised Code Section 163.04.

Section 3. That at any time prior or subsequent to the filing of a complaint or complaints for appropriation, the City Manager is hereby authorized, with the approval of the City Solicitor, to acquire by purchase the real property interests described in Section 1 hereof, and in connection with such acquisition, or for the preparation of court proceedings, to enter into special contracts for necessary services, expert or otherwise, as the same may be required.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to acquire all real property interests necessary to construct the Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the City's water supply.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

# GCWW EASEMENT E-1118 FOR A Permanent Water Main and Appurtenances Easement for APN 141-05-07 B & O RAILROAD

Situated in the State of Ohio, being part of Section 30, Township 4, Fractional Range 1, Cincinnati township, City of Cincinnati, Hamilton County, part of Deed Book 291, Page 577 plat of Subdivision, and part of B & O property recorded in Deed Book 2395, Page 534, APN 141 05-07 in the Hamilton County, Ohio Recorder's office.

Commencing at the intersection of the existing south right of way of West 8<sup>th</sup> Street and the common section line of Section 30 and 24, thence North 82 degrees 55 minutes 26 seconds West a distance of 425.19 feet to the common property line of B & O property recorded in Deed Book 2395, Page 534, APN 141 05-07 and C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08 in the Hamilton County, Ohio Recorder's office; thence with said common line South 07 degrees 20 minutes 07 seconds West a distance of 17.50 feet to the intersection of the common property line with the north permanent easement line and the Point of Beginning for this description.

Thence continuing with the common property line and east easement line South 07 degrees 20 minutes 07 seconds West a distance of 11.01 feet to the intersection of the south permanent easement line with the common property line; thence with the south permanent easement line North 84 degrees 45 minutes 56 seconds West a distance of 101.99 feet to the intersection of the south permanent easement line with the common property line of the B & O property recorded in Deed Book 2395, Page 534, APN 141 05-07 and the City of Cincinnati property recorded in Deed Book 1934, Page 355, APN 141-05-10 in the Hamilton County, Ohio Recorder's office; thence with said west permanent easement line and common property line North 07 degrees 06 minutes 04 seconds East a distance of 11.01 feet to the intersection of the north line of the permanent easement with said common property line of B & O property recorded in Deed Book 2395, Page 534, APN 141 05-07 and C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08; thence with the north permanent easement line South 84 degrees 45 minutes 56 seconds East a distance of 102.03 feet to the POINT OF BEGINNING.

Containing 1,123.84800 square feet or 0.0258 acre(s) of land, more or less. This description was taken from a survey by Greater Cincinnati Water Works in July and August 2022



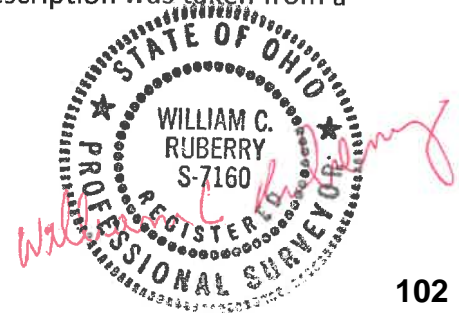
# GCWW EASEMENT E-1119 FOR A Permanent Water Main and Appurtenances Easement for APN 141-05-08 C & O RAILROAD

Situated in the State of Ohio, being part of Section 30, Township 4, Fractional Range 1, Cincinnati township, City of Cincinnati, Hamilton County, part of Deed Book 291, Page 577 plat of Subdivision, and part of C & O property recorded in Deed Book 1603, Page 301, APN 141 05-08 in the Hamilton County, Ohio Recorder's office.

Commencing at the intersection of the existing south right of way of West 8<sup>th</sup> Street and the common section line of Section 30 and 24, thence North 82 degrees 55 minutes 26 seconds West a distance of 374.90 feet to the common property line of C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08 and the Norfolk Southern Deed Book 1531 Page 419 APN 141-05-33 in the Hamilton County, Ohio Recorder's office; thence with said common line South 03 degrees 55 minutes 29 seconds West a distance of 11.21 feet to a point of curve; thence along a curve to the right having a radius of 605.42 feet, a delta of 00 degrees 26 minutes 31 seconds, an arc length of 4.67 feet, and a chord which bears South 04 degrees 08 minutes 44 seconds West having a chord distance of 4.67 feet to the intersection of the common property line with the north permanent easement line and the Point of Beginning for this description.

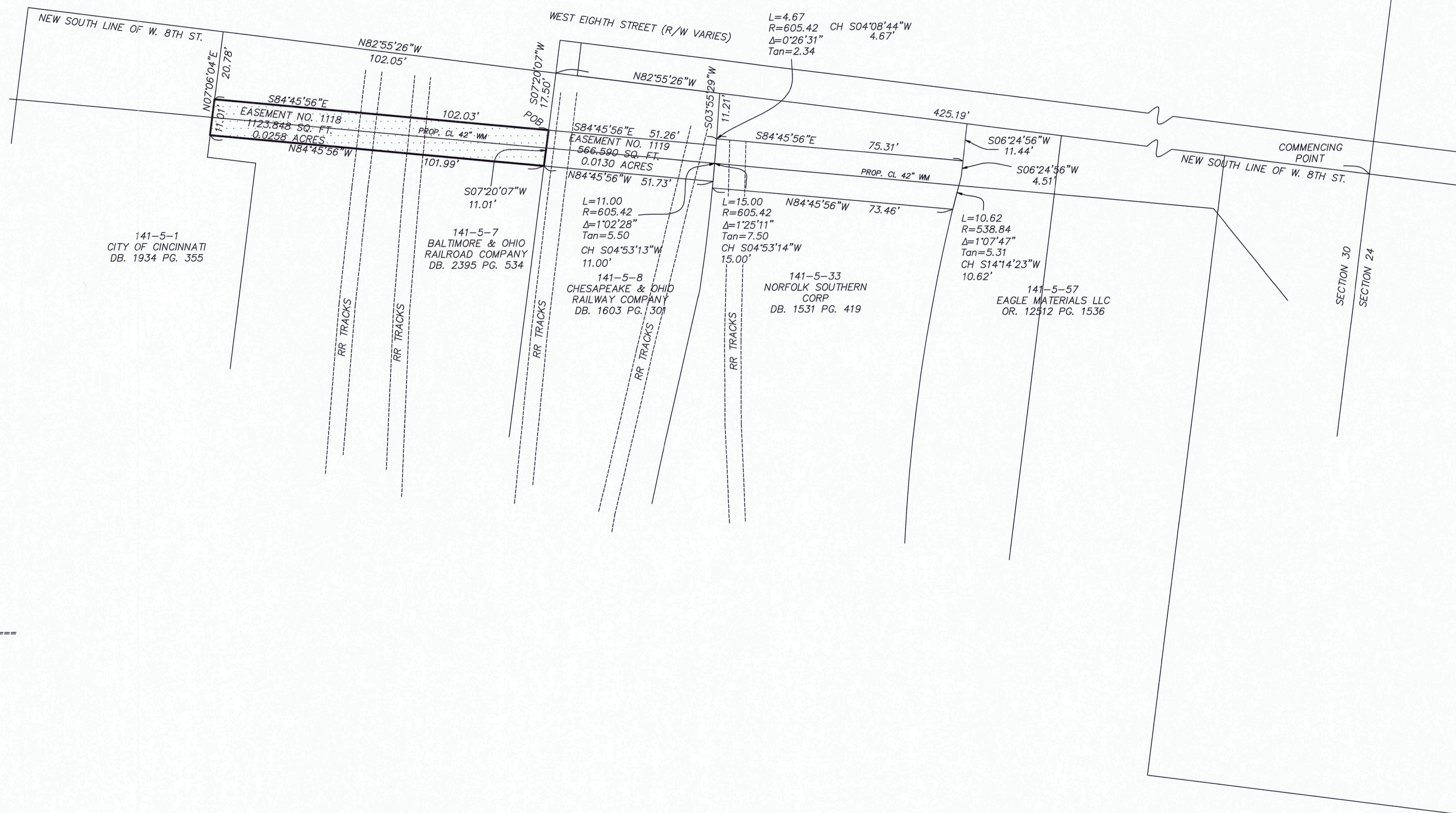
Thence continuing with the common property line and east easement line along a curve to the right having a radius of 605.42 feet, a delta of 01 degrees 02 minutes 28 seconds, an arc length of 11.00 feet, and a chord which bears South 04 degrees 53 minutes 13 seconds West having a chord distance of 11.00 feet to the intersection of the south permanent easement line with the common property line; thence with the south permanent easement line North 84 degrees 45 minutes 56 seconds West a distance of 51.73 feet to the intersection of the south permanent easement line with the common property line of C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08 and the B & O property recorded in Deed Book 2395, Page 534, APN 141 05-07 in the Hamilton County, Ohio Recorder's office; thence with said west permanent easement line and common property line North 07 degrees 20 minutes 07 seconds East a distance of 11.01 feet to the intersection of the north line of the permanent easement with said common property line of C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08 and the B & O property recorded in Deed Book 2395, Page 534, APN 141 05-07; thence with the north permanent easement line South 84 degrees 45 minutes 56 seconds East a distance of 51.26 feet to the POINT OF BEGINNING.

Containing 566.5900 square feet or 0.0130 acre(s) of land, more or less. This description was taken from a survey by Greater Cincinnati Water Works in July and August 2022



OWNER INFORMATION

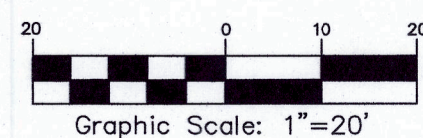
141-5-7  
BALTIMORE & OHIO RAILROAD COMPANY  
DEED BOOK 2395 , PAGE 534, HAMILTON COUNTY, OHIO RECORDS



\*\*\*\* APN 141-05-07 B & O 11' REVISED \*\*\*\*

- 379) North 408813.628541' East 1388475.230488'
- 379 -> 380: S 07°20'07.3" W 11.007398'
- 380) North 408802.711230' East 1388473.825099'
- 380) North 408802.711230' East 1388473.825099'
- 378) North 408812.015881' East 1388372.263663'
- 378 -> 377: N 07°06'03.9" E 11.005839'
- 377) North 408822.937301' East 1388373.624209'
- 377) North 408822.937301' East 1388373.624209'
- 379) North 408813.628541' East 1388475.230488'

Total area of closed parcel = 1122.10218 sq.ft. (0.026 acres)  
Starting point number: 379 11' CORNER PERMANANT EASEMENT PL  
Ending point number: 379 11' CORNER PERMANANT EASEMENT PL  
Starting North: 408813.62854143 Ending North: 408813.62870820  
Starting East: 1388475.23048840 Ending East: 1388475.22882297  
Error North: -0.00016676 (South: 0.00016676 )  
Error East: 0.00168543  
Linear error: 0.00167378  
Precision is greater than 1 foot in 68897.12979426  
Total area of all parcels: 1123.84800 sq.ft. (0.0258 acres)



BEARING BASED ON HAMILTON COUNTY CAGIS MAD B3, NAVD29



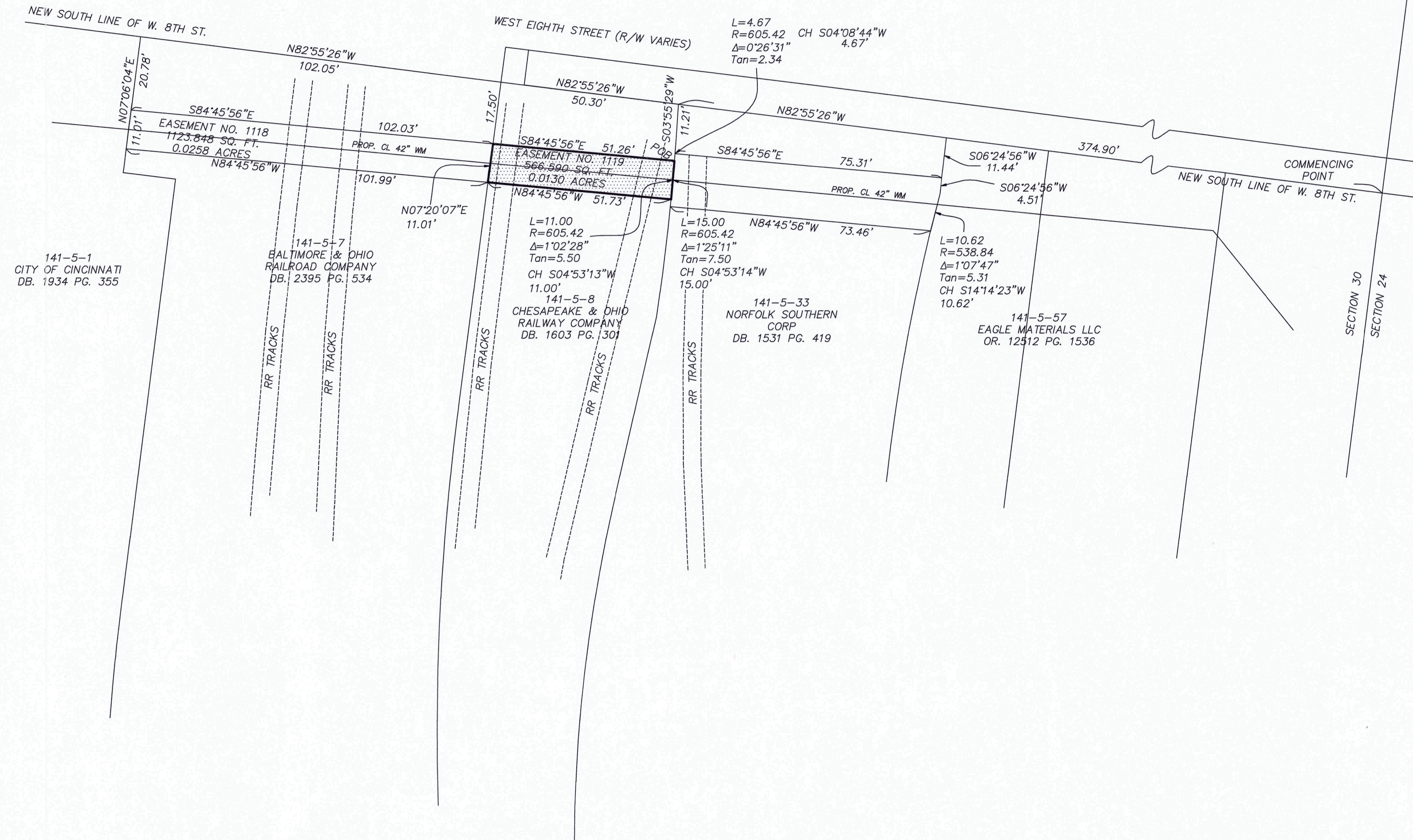
THIS PLAT IS THE RESULT OF A SURVEY BY  
GREATER CINCINNATI WATER WORKS  
SUPERVISING SURVEYOR ON APRIL 14TH, 2023.  
ALL EXISTING MONUMENTS WERE IN GOOD  
CONDITION.

*William C. Ruberry*  
WILLIAM C. RUBERRY, P.S. #7160 OHIO

EASE. NO. 1118	
REVISION	SIGNATURE BLOCK
NO.	DATE
1	4-24-23
2	11-29-23
3	01-26-24
PROJECT NO.	4-3152
DATE	04-14-2023
DRAWN BY	E. ARNOLD
CHECK BY	B. RUBERRY
GREATER CINCINNATI WATER WORKS ENGINEERING DIVISION/SURVEY SECTION 4747 SPRING GROVE AVE., CINCINNATI, OH. 45232 OFFICE PHONE: 513-591-7875	
PERMANENT EASEMENT PLAT FOR WATER MAIN AND APPUR- TENANCES ACROSS RAILROAD TRACKS SOUTH OF WEST 8TH STREET SECTION 30 TOWNSHIP 4, FRACTIONAL RANGE 1, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO	
SHEET NO. 1/1	

OWNER INFORMATION

141-5-8  
 CHESAPEAKE & OHIO RAILWAY COMPANY OF INDIANA  
 DEED BOOK 1603 , PAGE 301, HAMILTON COUNTY, OHIO RECORDS

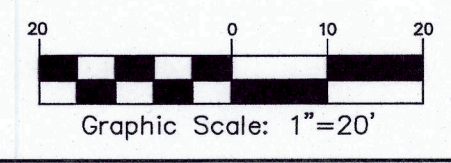


\*\*\*\* APN 141-05-08 C & O 11' REVISED \*\*\*\*  
 Curve 382-315-384

Radius= 605.420000; Angle=001°02'27.8\"; Length= 11.000354  
 Chord= 11.000202; Tangent= 5.500328  
 382) North 408808.952255' East 1388526.272740'  
 382 -> 315: N 85°38'00.4\" W 605.420000'  
 315 -> 384: S 84°35'32.6\" E 605.420000'  
 Chord: S 04°53'13.5\" W 11.000202'

384) North 408797.992044' East 1388525.335608'  
 384 -> 380: N 84°45'55.5\" W 51.726233'  
 380) North 408802.711230' East 1388473.825099'  
 380) North 408802.711230' East 1388473.825099'  
 380 -> 379: N 07°20'07.3\" E 11.007399'  
 379) North 408813.628541' East 1388475.230488'  
 379) North 408813.628541' East 1388475.230488'  
 379 -> 382: S 84°45'55.5\" E 51.256016'  
 382) North 408808.952255' East 1388526.272740'

Total area of closed parcel = 566.58559 sq.ft. (0.013 acres)  
 Starting point number: 382 11' CORNER PERMANANT EASEMENT PL  
 Ending point number: 382 11' CORNER PERMANANT EASEMENT PL  
 Starting North: 408808.95225511 Ending North: 408808.95188680  
 Starting East: 1388526.27274049 Ending East: 1388526.27679721  
 Error North: 0.00036831  
 Error East: -0.00405672 (West: 0.00405672 )  
 Linear error: 0.00407341  
 Precision: 1 foot in 30684.57847096  
 Total area of all parcels: 566.58559 sq.ft. (0.013 acres)



BEARING BASED ON HAMILTON  
 COUNTY CAGIS NAD 83, NAVD29



THIS PLAT IS THE RESULT OF A SURVEY BY  
 GREATER CINCINNATI WATER WORKS  
 SUPERVISING SURVEYOR ON APRIL 14TH, 2023.  
 ALL EXISTING MONUMENTS WERE IN GOOD  
 CONDITION.

*William C. Ruberry*  
 WILLIAM C. RUBERRY, P.S. #7160 OHIO

EASE. NO. 1119	
REVISION	NO.
SIGNATURE BLOCK 1ST TO 11th WIDE OMIT LANGUAGE	DATE
1	4-24-23
2	11-28-23
3	01-26-24
PROJECT NO. 4-3152	DRAWN BY E. ARNOLD
DATE 04-14-2023	CHECK BY B. RUBERRY
GREATER CINCINNATI WATER WORKS ENGINEERING DIVISION/SURVEY SECTION 4747 SPRING GROVE AVE., CINCINNATI, OH. 45232 OFFICE PHONE: 513-591-7875	
PERMANENT EASEMENT PLAT FOR WATER MAIN AND APPUR- TENANCES ACROSS RAILROAD TRACKS SOUTH OF WEST 8TH STREET SECTION 30 TOWNSHIP 4, FRACTIONAL RANGE 1, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO	
SHEET NO. 1/1	



May 22, 2024

To: Mayor and Members of City Council 202401444  
From: Sheryl M.M. Long, City Manager  
Subject: Legislative Resolution: Budd Street WM Appropriation (Norfolk Southern)

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Attached is a Legislative Resolution captioned:

DECLARING the intent to appropriate to public use certain real-property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project.

Approval of this Resolution will authorize the City Manager, with the advice and assistance of City Solicitor, to appropriate to public use permanent easements to carry out the Budd Street Transmission Main Project (the "Project"), namely, Hamilton County Auditor Parcel No. 141-0005-0033-00, owned by Norfolk Southern Railway Company.

Appropriating permanent easements in the aforementioned parcels is for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances to provide for and protect the water supply to the Western portion of the service area as part of the Project and is necessary to ensure the Project's construction without delay.

The Administration recommends passage of this Legislative Resolution as an emergency measure, due to the immediate need to acquire all necessary real property interests to construct the Project without delay ensuring the safe, dependable, and uninterrupted provision and protection of the City's water supply.

cc: Cathy B. Bailey, Executive Director, Greater Cincinnati Water Works 

**EMERGENCY**

**Legislative Resolution**

**TWH**

**RESOLUTION NO. \_\_\_\_\_ - 2024**

**DECLARING** the intent to appropriate to public use certain real-property interests necessary to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project.

WHEREAS, the City, through its Greater Cincinnati Water Works desires to install a 42” water main that will begin at Dalton Avenue and cross over the Mill Creek just south of the West 8th Street viaduct and under the rail corridor to provide adequate water supply to the Western portion of the service area.

WHEREAS, Council deems it necessary at this time to proceed with acquisition of certain real-property interests for the Budd Street Transmission Main Project; now, therefore;

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

Section 1. That it is hereby declared to be the intent of Council to appropriate to public use permanent easements in, on, under, and across the real property described on Attachment A, attached hereto and incorporated by reference, and depicted on Attachment B, attached hereto and incorporated herein by reference (collectively, “Property”), to construct, install, reconstruct, operate, maintain, repair, replace, modify, and remove water mains and related fixtures, equipment, and appurtenances to provide for and protect the supply of water as part of the Budd Street Transmission Main Project (“Project”), which interests in the Property are hereby deemed necessary to ensure the construction of the Project and the undisturbed operation and maintenance of the water mains and related fixtures, equipment, and appurtenances. The owners of the Property are as follows:

<b><u>Owner</u></b>	<b><u>Hamilton Co. Auditor Parcel No.</u></b>
Norfolk Southern Railway Company, a Virginia corporation	141-0005-0033-00

Section 2. That at any time after the effective date of this Resolution and before the passage of an ordinance to appropriate, the City Manager is hereby authorized, with the advice and assistance of the City Solicitor, to acquire by purchase any and all interests in the Property necessary to carry out the Project and, in accordance with such acquisition, to enter into special contracts for necessary services, expert or otherwise, as the City Manager deems necessary or appropriate.

Section 3. That this 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 acquire all real property interests necessary to construct the Project without delay to ensure the safe, dependable, and uninterrupted provision and protection of the City's water supply.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

# GCWW EASEMENT E-1120 FOR A Permanent Water Main and Appurtenances Easement for APN 141-05-33 NORFOLK SOUTHERN RAILROAD

Situated in the State of Ohio, being part of Section 30, Township 4, Fractional Range 1, Cincinnati township, City of Cincinnati, Hamilton County, part of Deed Book 291, Page 577 plat of Subdivision, and part of Norfolk Southern Deed Book 1531 Page 419 APN 141-05-33 in the Hamilton County, Ohio Recorder's office.

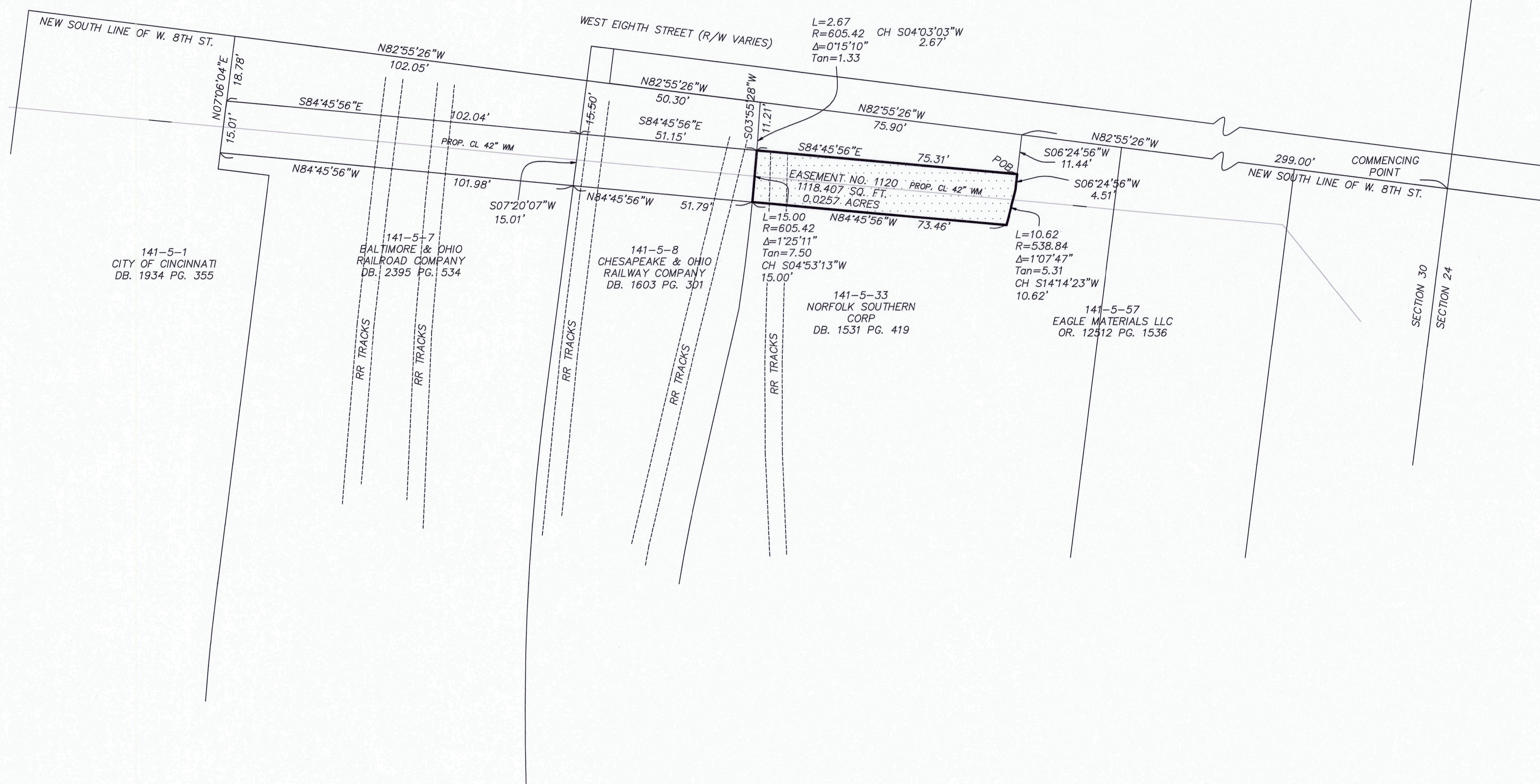
Commencing at the intersection of the existing south right of way of West 8<sup>th</sup> Street and the common section line of Section 30 and 24, thence North 82 degrees 55 minutes 26 seconds West a distance of 299.00 feet to the common property line of Norfolk Southern Deed Book 1531 Page 419 APN 141-05-33 and Eagle Materials LLC Original Record 12512 Page 1536 recorded in the Hamilton County, Ohio Recorder's office; thence with said common line South 06 degrees 24 minutes 56 seconds West a distance of 11.44 feet to the intersection of the common property line with the north permanent easement line and the Point of Beginning for this description.

Thence continuing with the common property line and east permanent easement line South 06 degrees 24 minutes 56 seconds West a distance of 4.51 feet to a point on a curve; thence along a curve to the left having a radius of 538.84 feet, a delta of 01degrees 07 minutes 47 seconds, an arc length of 10.62 feet, and a chord which bears South 14 degrees 14 minutes 23 seconds West having a chord distance of 10.62 feet to the intersection of the south permanent easement line with the common property line; thence with the south permanent easement line North 84 degrees 45 minutes 56 seconds West a distance of 73.46 feet to the intersection of the south permanent easement line with the common property line of Norfolk Southern Deed Book 1531 Page 419 APN 141-05-33 and C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08 in the Hamilton County, Ohio Recorder's office; thence with a curve and said west permanent easement line and common property line along a curve to the left having a radius of 605.42 feet, a delta of 01 degrees 25 minutes 11 seconds, an arc length of 15.00 feet, and a chord which bears North 04 degrees 53 minutes 14 seconds East having a chord distance of 15.00 feet to a point on the intersection of the north line of the permanent easement with said common property line of Norfolk Southern Deed Book 1531 Page 419 APN 141-05-33 and C & O property recorded in Deed Book 1603, Page 301, APN 141-05-08; thence with the north permanent easement line South 84 degrees 45 minutes 56 seconds East a distance of 75.31 feet to the POINT OF BEGINNING.

Containing 1118.40733 square feet or 0.0257 acre(s) of land, more or less. This description was taken from a survey by Greater Cincinnati Water Works in July and August 2022



OWNER INFORMATION  
 141-5-33  
 NORFOLK SOUTHERN CORP BOARD OF TRUSTEES OF THE  
 CINCINNATI SOUTHERN RAILWAY  
 DEED BOOK 1531, PAGE 419, HAMILTON COUNTY, OHIO RECORDS



\*\*\*\* APN 141-05-33 NORFOLK SOUTHERN \*\*\*\*

529 North 408804.076168' East 1388601.417519'  
 529 -> 489: S 06°24'55.9\" W 4.508328'  
 489 North 408799.596073' East 1388600.913766'

Curve 489-492-531

Radius= 538.840000; Angle=001°07'46.7\"; Length= 10.623746  
 Chord= 10.623574; Tangent= 5.312045  
 489 North 408799.596073' East 1388600.913766'  
 489 -> 492: S 75°11'43.4\" E 538.840000'  
 492 -> 531: N 76°19'30.1\" W 538.840000'  
 Chord: S 14°14'23.2\" W 10.623574'

531 North 408789.298910' East 1388598.300573'  
 531 -> 532: N 84°45'55.5\" W 73.463116'  
 532 North 408796.001237' East 1388525.143836'

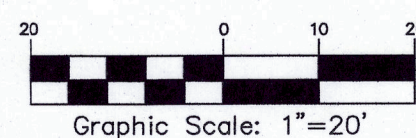
Curve 532-471-534

Radius= 605.420000; Angle=001°25'10.7\"; Length= 15.000660  
 Chord= 15.000276; Tangent= 7.500714  
 532 North 408796.001237' East 1388525.143836'  
 532 -> 471: N 84°24'11.2\" W 605.420000'  
 471 -> 534: S 85°49'21.9\" E 605.420000'  
 Chord: N 04°53'13.5\" E 15.000276'

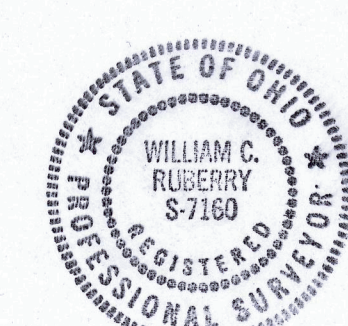
534 North 408810.946980' East 1388526.421741'  
 529: S 84°45'55.5\" E 75.309858'  
 529 North 408804.076168' East 1388601.417519'

Total area of closed parcel = 1118.40733 sq.ft. (0.026 acres)  
 Starting point number: 529 CORNER PERMANENT EASEMENT PROPERTY LINE  
 Ending point number: 529 CORNER PERMANENT EASEMENT PROPERTY LINE  
 Starting North: 408804.07616800 Ending North: 408804.07584180  
 Starting East: 1388601.41751878 Ending East: 1388601.42098247  
 Error North: 0.00032621  
 Error East: -0.00346369 (West: 0.00346369 )  
 Linear error: 0.00347902  
 Precision: 1 foot in 51423.50815956

Total area of all parcels: 1118.40733 sq.ft. (0.0257 acres)



BEARING BASED ON HAMILTON  
 COUNTY CAGS NAD 83, NAVD29



THIS PLAT IS THE RESULT OF A SURVEY BY  
 GREATER CINCINNATI WATER WORKS  
 SUPERVISING SURVEYOR ON APRIL 14TH, 2023.  
 ALL EXISTING MONUMENTS WERE IN GOOD  
 CONDITION.

*William C. Ruberry*  
 WILLIAM C. RUBERRY, P.S. #7160 OHIO

EASE. NO. 1120	
REVISION SIGNATURE BLOCK OMIT LANGUAGE	
DATE	4-24-23 2-13-24
NO.	1 2
PROJECT NO.	4-3152
DATE	04-14-2023
DRAWN BY	E. ARNOLD
CHECK BY	B. RUBERRY
GREATER CINCINNATI WATER WORKS ENGINEERING DIVISION/SURVEY SECTION 4747 SPRING GROVE AVE., CINCINNATI, OH. 45232 OFFICE PHONE: 513-591-7875	
PERMANENT EASEMENT PLAT FOR WATER MAIN AND APPUR- TENANCES ACROSS RAILROAD TRACKS SOUTH OF WEST 8TH STREET SECTION 30 TOWNSHIP 4, FRACTIONAL RANGE 1, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO	
SHEET NO. 1/1	

May 15, 2024

**To:** Mayor and Members of City Council

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

202401349

**Subject: Emergency Ordinance - Vacating Convention Way & Elm Street (DECC)**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to take any and all steps as may be necessary in order to vacate as public right-of-way and retain approximately 0.7968 acres, being portions of public rights-of-way known as Elm Street, Convention Way, Opera Alley, Hatters Alley, Thorp Alley, and Sixth Street in the Central Business District of Cincinnati, and to release and quitclaim certain public walkway easements over and across the site of the former Millennium Hotel, all to facilitate the Duke Energy Convention Center renovation project.

This ordinance authorizes the vacation of portions of existing right-of-way proximate to the Duke Energy Convention Center and release of certain easements related to the former Millennium Hotel, all as part of the ongoing convention center redevelopment project. The City will maintain ownership of all vacated public right-of-way. The purpose of this authorization is to facilitate the creation of the public plaza planned for the area immediately east of the existing Duke Energy Convention Center.

The Administration recommends passage of this Emergency Ordinance.

cc: William "Billy" Weber, Assistant City Manager

## EMERGENCY

SSB

- 2024

**AUTHORIZING** the City Manager to take any and all steps as may be necessary in order to vacate as public right-of-way and retain approximately 0.7968 acres, being portions of public rights-of-way known as Elm Street, Convention Way, Opera Alley, Hatters Alley, Thorp Alley, and Sixth Street in the Central Business District of Cincinnati, and to release and quitclaim any and all public walkway easements over and across the site of the former Millennium Hotel, all to facilitate the Duke Energy Convention Center renovation project.

WHEREAS, the City of Cincinnati (the “City”) owns approximately 0.7968 acres of public rights-of-way known as (i) the portion of Elm Street located between Fifth and Sixth Streets, (ii) Convention Way, (iii) Opera Alley, (iv) Hatters Alley, (v) Thorp Alley, and (vi) the residue portion of Sixth Street located at the southeast corner of Elm and Sixth Streets, all in the Central Business District of Cincinnati, and as more particularly described on Attachment A and depicted on Attachment B to this ordinance (collectively, the “City ROW”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, the City, Hamilton County, and Cincinnati Center City Development Corporation (3CDC) are partnering on the redevelopment of the City-owned Duke Energy Convention Center (the “DECC”), including through the creation of a plaza immediately adjacent thereto for coordinated programming for the DECC (collectively, the “Project”); and

WHEREAS, the Port of Greater Cincinnati Development Authority (the “Port”) currently owns certain real property where the former Millennium Hotel was located, generally bounded by Elm Street, Fifth Street, Sixth Street, and the 84.51 headquarters building (the “Millennium Site”); and

WHEREAS, the City desires to (i) vacate as public right-of-way and retain ownership of the City ROW, and (ii) release and quitclaim any and all public walkway easements over and across the Millennium Site (the “Walkway Easements”), all to create a consolidated Project site when combined with the DECC and the Millennium Site; and

WHEREAS, a reputable attorney practicing in Hamilton County, Ohio, will have provided an Attorney’s Certificate of Title, certifying as to the owners of all real property abutting the City ROW, prior to the City Manager vacating the City ROW; and

WHEREAS, if applicable, all necessary abutters will have consented to the City’s vacation of the City ROW by executing and delivering quitclaim deeds prior to the City Manager vacating the City ROW; and

WHEREAS, pursuant to Ohio Revised Code Section 723.05, the City may vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that: (i) the City ROW and Walkway Easements are not needed for transportation or public right-of-way purposes, (ii) the Walkway Easements are not needed for any municipal purpose, (iii) there is good cause to vacate the City ROW and release the Walkway Easements, and (iv) the vacation of the City ROW as public right-of-way and the release of the Walkway Easements will not be detrimental to the general interest; and

WHEREAS, 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 is in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation of the City ROW at its meeting on May 3, 2024; 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 any and all documents that may be necessary to (a) vacate as public right-of-way and retain approximately 0.7968 acres, being portions of public rights-of-way known as Elm Street, Convention Way, Opera Alley, Hatters Alley, Thorp Alley, and Sixth Street, all as more particularly described on Attachment A and depicted on Attachment B to this ordinance (the “City ROW”); and (b) release and quitclaim any and all public walkway easements over and across the site of the former Millennium Hotel (the “Walkway Easements”).

Section 2. That the City ROW and Walkway Easements are not needed for transportation or public right-of-way purposes, that the Walkway Easements are not needed for any other municipal purposes, that there is good cause to vacate and retain the City ROW and release the Walkway Easements, and that such vacation and release will not be detrimental to the general interest.

Section 3. That, pursuant to Ohio Revised Code Section 723.041, any affected public utility shall be deemed to have a permanent easement in the City ROW to maintain, operate, renew, reconstruct, and remove its utility facilities and for purposes of access to said facilities.



Section 4. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance, including, without limitation, executing all agreements, deeds, easements, conveyance documents, plats, amendments, and other documents to effectuate the vacation of the City ROW and the release of the Walkway Easements.

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 urgency to commence the renovation of the Duke Energy Convention Center and auxiliary improvements in accordance with the established construction timeline.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

Date: April 16, 2024  
Description: Parts of Elm Street, Convention Way, 6<sup>th</sup> Street  
Thorp Alley, Opera Alley and Hatters Alley  
Vacation  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being parts of Elm Street, Convention Way, 6<sup>th</sup> Street, Thorp Alley, Opera Alley and Hatters Alley containing 0.7968 acres being further described as follows:

Begin at a set cross notch at the intersection of the north right of way of West 5<sup>th</sup> Street and the west right of way of said Elm Street, said cross notch being the True Point of Beginning;

thence, from the True Point of Beginning, departing the north right of way of said West 5<sup>th</sup> Street and with the west right of way of said Elm Street, North 09° 56' 21" West, 437.23 feet to a set cross notch at the intersection of the south right of way of West 6<sup>th</sup> Street;

thence, departing the west right of way of said Elm Street and through the right of way of said West 6<sup>th</sup> Street, South 80° 42' 46" East, 72.02 feet to a found cross notch at the south right of way of said 6<sup>th</sup> Street;

thence, departing the south right of way of said West 6<sup>th</sup> Street and with the east right of way of said Elm Street which is part of the original 6<sup>th</sup> Street the following two courses: South 09° 56' 21" East, 16.40 feet to the original south right of way of said West 6<sup>th</sup> Street;

thence, with the original south right of way of said West 6<sup>th</sup> Street, South 80° 21' 29" West, 2.00 feet to the east right of way of said Elm Street;

thence, departing said original south right of way of said West 6<sup>th</sup> Street and with the east right of way of said Elm Street, South 09° 56' 21" East, 90.29 feet to the north right of way of Thorp Alley;

thence, departing the east right of way of said Elm Street and with said Thorp Alley the following three courses: North 80° 21' 59" East, 2.00 feet;

thence, South 09° 56' 21" East, 10.00 feet;

thence, South 80° 21' 59" West, 2.00 feet to the east right of way of said Elm Street;

thence, departing said Thorp Alley right of way and with east right of way of said Elm Street, South 09° 56' 21" East, 81.92 feet to the north right of way of Convention Way;

thence, departing the east right of way of said Elm Street and with the north right of way of said Convention Way the following five courses: North 80° 21' 59" East, 159.05 feet to a set cross notch;

thence, South 09° 38' 01" East, 3.79 feet;

thence, North 80° 03' 28" East, 38.97 feet;

thence, North 09° 38' 01" West, 3.58 feet;

thence, North 80° 21' 59" East, 10.45 feet to a found cross notch at the terminus of north right of way of said Convention Way;

thence, with said terminus, South 09° 56' 21" East, 30.00 feet to a found cross notch at the south right of way of said Convention Way;

thence, departing said terminus and with the south right of way of said Convention Way, South 80° 22' 19" West, 191.48 feet to a found cross notch on part of Opera Alley right of way;

thence, departing the south right of way of said Convention Way and with said Opera Alley right of way the following two courses: South 09° 56' 21" East, 10.00 feet;

thence, South 80° 21' 59" West, 17.00 feet to the east right of way of said Elm Street;

thence, departing said Opera Alley right of way and with the east right of way of said Elm Street, South 09° 56' 21" East, 60.00 feet to the north right of way of Hatters Alley;

thence, departing the east right of way of said Elm Street and with said Hatters Alley the following three courses: North 80° 21' 59" East, 17.00 feet;

thence, South 09° 56' 21" East, 16.00;

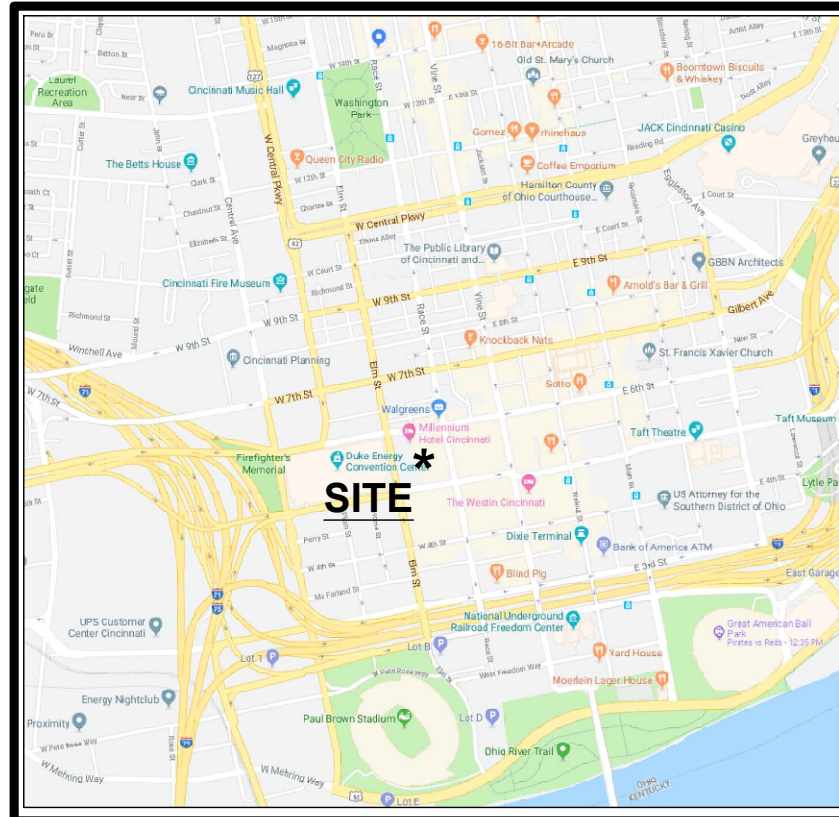
thence, South 80° 21' 59" West, 17.00 feet to the east right of way of said Elm Street;

thence, departing said Hatters Alley right of way and with the east right of way of said Elm Street, South 09° 56' 21" East, 99.16 feet to the north right of way of said West 5<sup>th</sup> Street;

thence, departing east right of way of said Elm Street, South 80° 15' 35" West, 66.00 feet to the True Point of Beginning containing 0.7968 acres, more or less, and being subject to all legal highways, easements restrictions and agreements of record.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from a Vacation plat made on April 16, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.



VICINITY MAP  
(Not to Scale)

**CLOSURE**

North: 407,313.244' East: 1,396,331.301'	Segment# 14: Line Course: N80°21'59"E Length: 10.45' North: 407,571.212' East: 1,396,564.748'
Segment# 1: Line Course: N9°56'21"W Length: 437.23' North: 407,743.912' East: 1,396,255.834'	Segment# 15: Line Course: S9°56'21"E Length: 30.00' North: 407,541.662' East: 1,396,569.926'
Segment# 2: Line Course: S80°42'46"E Length: 72.02' North: 407,732.289' East: 1,396,326.910'	Segment# 16: Line Course: S80°22'19"W Length: 191.48' North: 407,509.637' East: 1,396,381.143'
Segment# 3: Line Course: S9°56'21"E Length: 16.40' North: 407,716.136' East: 1,396,329.740'	Segment# 17: Line Course: S9°56'21"E Length: 10.00' North: 407,499.787' East: 1,396,382.869'
Segment# 4: Line Course: S80°21'29"W Length: 2.00' North: 407,715.801' East: 1,396,327.768'	Segment# 18: Line Course: S80°21'59"W Length: 17.00' North: 407,496.942' East: 1,396,366.109'
Segment# 5: Line Course: S9°56'21"E Length: 90.29' North: 407,626.866' East: 1,396,343.353'	Segment# 19: Line Course: S9°56'21"E Length: 60.00' North: 407,437.843' East: 1,396,376.465'
Segment# 6: Line Course: N80°21'59"E Length: 2.00' North: 407,627.200' East: 1,396,345.325'	Segment# 20: Line Course: N80°21'59"E Length: 17.00' North: 407,440.687' East: 1,396,393.225'
Segment# 7: Line Course: S9°56'21"E Length: 10.00' North: 407,617.350' East: 1,396,347.051'	Segment# 21: Line Course: S9°56'21"E Length: 16.00' North: 407,424.928' East: 1,396,395.987'
Segment# 8: Line Course: S80°21'59"W Length: 2.00' North: 407,617.016' East: 1,396,345.079'	Segment# 22: Line Course: S80°21'59"W Length: 17.00' North: 407,422.083' East: 1,396,379.227'
Segment# 9: Line Course: S9°56'21"E Length: 81.92' North: 407,536.325' East: 1,396,359.218'	Segment# 23: Line Course: S9°56'21"E Length: 99.16' North: 407,324.411' East: 1,396,396.342'
Segment# 10: Line Course: N80°21'59"E Length: 159.05' North: 407,562.942' East: 1,396,516.025'	Segment# 24: Line Course: S80°15'35"W Length: 66.00' North: 407,313.245' East: 1,396,331.293'
Segment# 11: Line Course: S9°38'01"E Length: 3.79' North: 407,559.205' East: 1,396,516.660'	Perimeter: 1,453.34' Area: 34,709 Sq. Ft. Error Closure: 0.007' Course: N86°12'08"W Error North: 0.0005' East: -0.0072'
Segment# 12: Line Course: N80°03'28"E Length: 38.97' North: 407,565.934' East: 1,396,555.044'	Precision 1: 207,620.00
Segment# 13: Line Course: N9°38'01"W Length: 3.58' North: 407,569.463' East: 1,396,554.445'	

**LEGEND**

- R/W - Right of Way
- Found Cross Notch
- Set Cross Notch
- City Owned Parcels

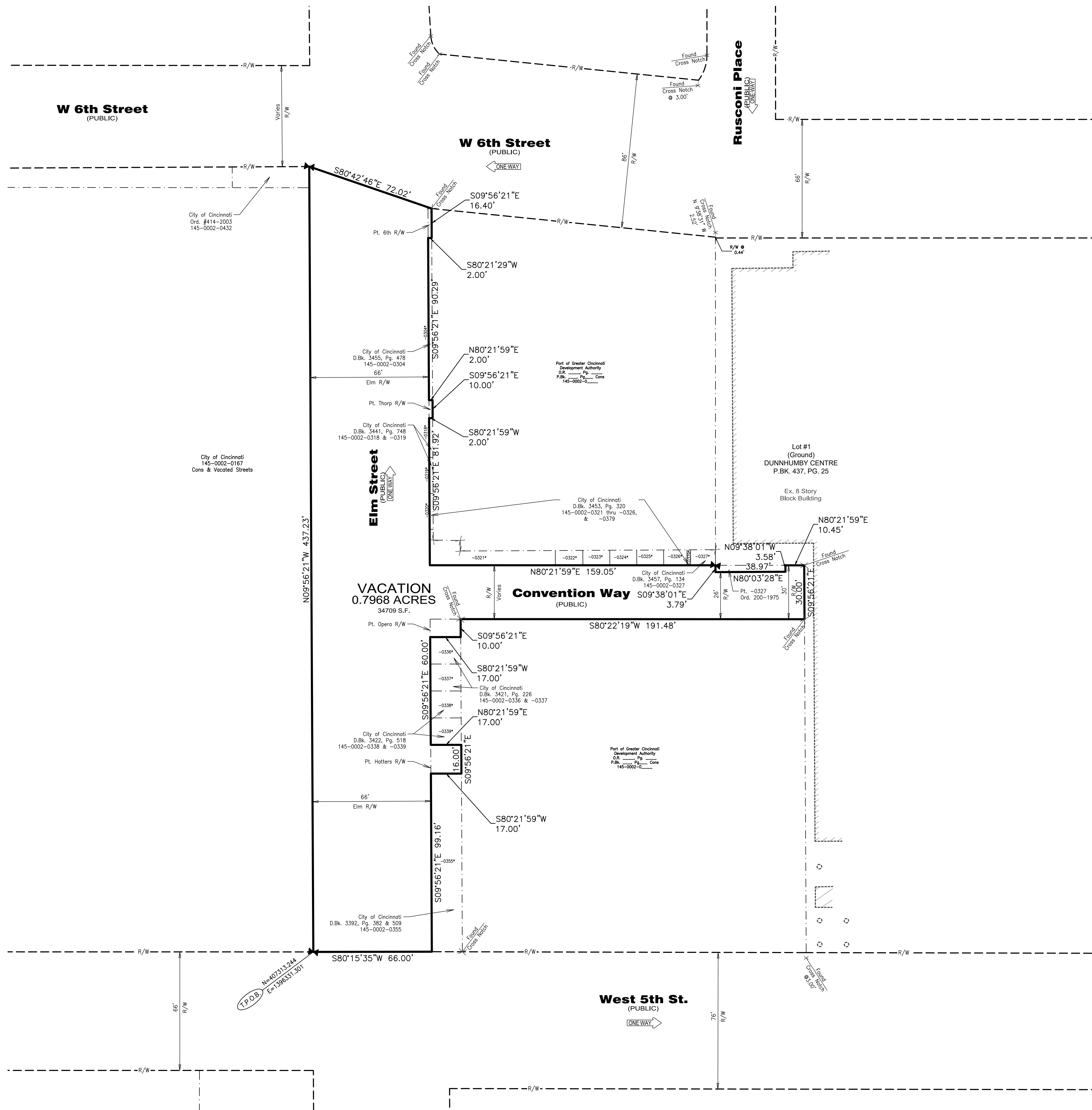
**NOTES**

- Basis of Bearing: State Plane Coordinates (3402) Ohio South Zone, NAD83.
- All monumentation is in good condition unless otherwise shown.
- Lines of occupation, wherever they exist, generally agree with the boundary lines except as noted.
- All documents used as shown.
- Fieldwork performed on January 5, 2023.
- Monumentation set as shown. Following this vacation the vacated parcel will be consolidated with the adjoining city owned parcels.

**CERTIFICATION**

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the return of a survey made under my direction.

Jeffrey O. Lambert, P.S.  
Registered Surveyor #7568 State of Ohio



Bayer Becker logo and title block information including Basis of Bearing, State Plane NAD83 (2011), and a graphic scale of 1" = 30'.

Date	Drawn	Checked

Item	Revision Description

**PARTS OF**  
**ELM STREET, CONVENTION WAY, 6TH STREET**  
**THORP ALLEY, OPERA ALLEY & HATTERS ALLEY**  
 SECTION 18, TOWN 4, F. RANGE 1 BTM  
 CINCINNATI TOWNSHIP  
 CITY OF CINCINNATI  
 HAMILTON COUNTY, OHIO  
**VACATION PLAT**

**bayer becker**  
 www.bayerbecker.com  
 6900 Tyersville Road, Suite A  
 Mason, OH 45040 - 513.336.6600

Drawing:	22-0134 VP
Drawn by:	j.o.l.
Checked By:	TME
Issue Date:	4-16-24

Sheet:  
**1 of 1**

Plot time: Apr 16, 2024 - 10:58am  
Drawing name: J:\2022\22-0134\SV\DWG\22-0134 VP.dwg - Layout Tab VP

May 15, 2024

**To:** Mayor and Members of City Council

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

202401351

**Subject: Emergency Ordinance – Approving and Authorizing a Funding Agreement for the Walnut Street Skywalk Removal with The Model Group**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Funding Agreement with The Model Group, Inc., providing for a grant from the City to fund (i) the removal of the elevated pedestrian skywalk bridge above Walnut Street that connects the Mercantile Library Building to the US Bank Tower, and (ii) the restoration of the public right-of-way along Walnut Street, and the exterior, façade, and limited interior portions of those buildings; **AUTHORIZING** the removal of said skywalk bridge and the release and quitclaim of certain public walkway easements over and through the Mercantile Library Building; **AUTHORIZING** the transfer and appropriation of the sum of \$1,753,337 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 (Downtown South/Riverfront TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources for the demolition and removal of the elevated pedestrian skywalk bridge above Walnut Street that connects the Mercantile Library Building to the US Bank Tower, restoration of the façades of such buildings, and other public improvements in support of such project; and further **DECLARING** expenditures from such account related to the demolition of the skywalk bridge, the façade restoration activities, and the other public improvements in support of such project to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

### **BACKGROUND/CURRENT CONDITIONS**

With the redevelopment of the Mercantile Building, the Walnut Street Skywalk, which connects the Mercantile Building (414 Walnut Street) and the US Bank Tower (425 Walnut Street), no longer contributes to the downtown pedestrian network, nor does it serve the new use of the Mercantile Building, which is being converted into a primarily residential use. The City intends to enter into a funding agreement with The Model

Group, Inc. to facilitate the demolition of the skywalk, restore the building exteriors, and interior restorations of the former skywalk easement paths.

### **CONTRACTOR INFORMATION**

The Model Group has developed more than \$750 Million in real estate, including over 400 historic properties in Ohio. This includes a diverse mix of market rate and affordable residential, as well as commercial real estate. TMG has extensive experience working with multiple funding sources, routinely layering them together in complex financing structures to maximize the impact of scarce resources and get challenging projects completed. TMG is also presently mobilized for their work on the adjacent Mercantile Center and are best positioned to facilitate the demolition.

### **PROJECT INFORMATION**

The City of Cincinnati intends to enter into a funding agreement, for \$1,753,337, with The Model Group to facilitate the demolition of the Walnut Street Skywalk. The Model Group, who is already renovating the Mercantile Building adjacent to the site, will then demolish the skywalk and restore the facades and limited interior restoration of public easement areas of the two buildings connected by the bridge.

The project will consist of three major public infrastructure improvements:

1. Removal of the existing skywalk bridge between the US Bank Tower and Mercantile Building.
2. Restore and rebuild the façade, exterior wall construction, windows to match the existing adjacent building façade, of the Mercantile Building
3. Restore and re-build the building façade, exterior wall construction, and windows to match the existing adjacent building façade of the US Bank Tower.

The project will also consist of private improvements within the interiors of both the Mercantile Building and the US Bank Tower.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline

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

Project Image



## EMERGENCY

TJL

- 2024

**AUTHORIZING** the City Manager to execute a Funding Agreement with The Model Group, Inc., providing for a grant from the City to fund (i) the removal of the elevated pedestrian skywalk bridge above Walnut Street that connects the Mercantile Library Building to the US Bank Tower, and (ii) the restoration of the public right-of-way along Walnut Street, and the exterior, façade, and limited interior portions of those buildings; **AUTHORIZING** the removal of said skywalk bridge and the release and quitclaim of certain public walkway easements over and through the Mercantile Library Building; **AUTHORIZING** the transfer and appropriation of the sum of \$1,753,337 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 (Downtown South/Riverfront TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources for the demolition and removal of the elevated pedestrian skywalk bridge above Walnut Street that connects the Mercantile Library Building to the US Bank Tower, restoration of the façades of such buildings, and other public improvements in support of such project; and further **DECLARING** expenditures from such account related to the demolition of the skywalk bridge, the façade restoration activities, and the other public improvements in support of such project to be a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, the City of Cincinnati (the “City”) is the owner of an elevated pedestrian skywalk bridge located above Walnut Street between Fourth and Fifth Streets in the Central Business District of Cincinnati (the “Skywalk”) which is attached to and connects the building located at 414 Walnut Street and 115 Fifth Street (the “Mercantile Library Building”) to the building located at 425 Walnut Street (the “US Bank Tower”); and

WHEREAS, MCA Center LLC (“MCA”), a subsidiary of The Model Group, Inc. (“Developer”), is undertaking a renovation of the Mercantile Library Building, pursuant to that certain Community Reinvestment Area Tax Exemption Agreement by and between the City and MCA, dated May 24, 2023 (the “CRA Agreement”), authorized by Ordinance No. 145-2023, passed on May 10, 2023, which authorizes a real property tax abatement for certain improvements that MCA will make to the Mercantile Library Building (the “Mercantile Project”); and

WHEREAS, pursuant to that certain Grant of Easement recorded on August 25, 1994 in Official Record 6554, Page 121, Hamilton County, Ohio Registered Land Records, the City was granted certain easement rights (the “Easement”) in and upon the Mercantile Library Building and other portions of the Mercantile Library Building associated with, and necessary for, allowing the general pedestrian public the right of ingress and egress through the property for use of the Skywalk; and



WHEREAS, as a result of MCA’s work on the Mercantile Project, Developer desires to demolish the Skywalk and thereafter complete various improvements to restore the areas impacted by the Skywalk removal, including, without limitation, restoring the façade and limited interior portions of the Mercantile Library Building and the US Bank Tower, and performing certain other construction restoration activities in the right-of-way impacted by the demolition of the Skywalk, at an estimated total cost of approximately \$1,753,337 (the “Public Infrastructure Project”) all as more particularly described in the Funding Agreement (the “Agreement”) attached as Attachment A hereto; and

WHEREAS, Developer has petitioned the City to close and remove the Skywalk and release and terminate any public pedestrian access rights associated with the same; and

WHEREAS, the City’s Real Estate Services Division has determined, by appraisal, that the fair market value of the Easement is approximately \$68,480; however, to facilitate the Mercantile Project, the City desires to terminate and release the Easement and allow for the removal of the Skywalk for Developer’s benefit for less than fair market value; namely, for \$1.00, because the City anticipates that it will receive economic and non-economic benefits that equal or exceed the fair market value of the Easement because terminating the Easement and removing the Skywalk will eliminate the financial costs on the City to maintain the Skywalk and will allow resources to be focused on the Mercantile Project; and

WHEREAS, under the proposed Agreement the City will provide a \$1,753,337 grant to Developer to fund the Public Infrastructure Project; and

WHEREAS, pursuant to Ordinance No. 412-2002, passed on December 18, 2002, Council created the District 2-Downtown South/Riverfront District Incentive District (the “TIF District”) to, in part, fund “Public Infrastructure Improvement[s]” (as defined in Section 5709.40 of the Ohio Revised Code) that benefit or serve the TIF District, including demolition and demolition on private property when determined to be necessary for economic development purposes; and

WHEREAS, the Skywalk, the Mercantile Library Building, the US Bank Tower, and the Public Infrastructure Project are all located within the boundaries of the TIF District; and

WHEREAS, the proposed expenditures set forth in the Agreement are valid public improvements as they will serve the public purpose of creating jobs and other beneficial economic impacts, supporting the redevelopment of the Central Business District; and

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

WHEREAS, the City has determined that, following demolition of the Skywalk (i) the Easement will no longer be needed for any transportation, public right-of-way, or municipal purposes; (ii) there is good cause to release the Easement; and (iii) release of the Easement will not be detrimental to the general interest; and

WHEREAS, the City believes that the Public Infrastructure Project will benefit and/or serve the TIF District; is in the vital and best interests of the City and health, safety, and welfare of its residents; and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, the City Planning Commission, having the authority to approve the change in City-owned property, approved the removal of the Skywalk and termination of the Easement at its meeting on March 15, 2024; 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) a Funding Agreement with The Model Group, Inc. (“Developer”), in substantially the form attached to this ordinance as Attachment A (the “Agreement”), pursuant to which: (i) Developer will demolish and remove the elevated pedestrian skywalk bridge above Walnut Street located between Fourth and Fifth Streets in the Central Business District of Cincinnati (the “Skywalk”), which is attached to and connects the building located at 414 Walnut Street and 115 Fifth Street (the “Mercantile Library Building”) to the building located at 425 Walnut Street (the “US Bank Tower”), and thereafter complete various public infrastructure improvements to restore the areas impacts by the Skywalk removal, including, without limitation, restoring the façade and limited interior portions of the Mercantile Library Building and the US Bank Tower, and perform certain other construction restoration activities in the right-of-way impacted by the demolition of the Skywalk (collectively, the “Public Infrastructure Project”); and (ii) the City will make a \$1,753,337 grant to support the Public Infrastructure Project; and (b) any and all documents that may be necessary to release and quitclaim the public walkway easement granted to the City upon and through the Mercantile Library Building pursuant to that Grant of Easement recorded on August 25, 1994 in Official Record 6554, Page 121, Hamilton County, Ohio Registered Land Records (the “Easement”).

Section 2. That the Director of Finance is hereby authorized to transfer and appropriate the sum of \$1,753,337.00 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to the Department of Community and Economic Development non-personnel operating budget account no. 481x164x7200 to provide resources for the Public Infrastructure Project, as allowable by Ohio law and as further described in the Agreement.

Section 3. That Council hereby declares that (a) the improvements associated with the Public Infrastructure Project constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43; and (b) the Public Infrastructure Improvements serve a public purpose.

Section 4. That, following the demolition of the Skywalk, (a) the Easement is not needed for transportation, public right-of-way, or municipal purposes; (b) there is good cause to release the Easement; and (c) release of the Easement will not be detrimental to the general interest.

Section 5. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all releases, terminations, closing documents, agreements, amendments, and other instruments pertaining to the Easement, and the Public Infrastructure Project.

Section 6. That any proceeds from the sale of the Easement shall be deposited into Property Management Fund 209 to pay for the services provided by the City’s Real Estate Services Division in connection with the sale, and that the City’s Finance Director is hereby authorized to deposit any amount in excess thereof into the Miscellaneous Permanent Improvement Fund 757.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the Public Infrastructure Project as soon as possible, which will result in the creation of jobs and the stimulation of economic growth in the Central Business District of Cincinnati at the earliest possible date.

Passed: \_\_\_\_\_, 2024

---

Aftab Pureval, Mayor

Attest: \_\_\_\_\_

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

**FUNDING AGREEMENT**

*between the*

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

*and*

**THE MODEL GROUP, INC.**  
an Ohio corporation

Project Name:  
Walnut Street Skywalk Demolition and Infill

(grant of TIF funds for the demolition of the Walnut Street Skywalk connecting the Mercantile Building and the US Bank Tower in the Central Business District of Cincinnati)

Dated: \_\_\_\_\_, 2024

## FUNDING AGREEMENT

(Walnut Street Skywalk Demolition and Infill)

This FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and **THE MODEL GROUP, INC.**, an Ohio corporation, 1826 Race Street, Cincinnati, Ohio 45202 (“**Developer**”).

### Recitals:

A. Developer indirectly controls through a wholly-owned affiliate MCA CENTER LLC, an Ohio limited liability company (“**MCA**”), which owns fee simple title to certain real property located at 414 Walnut Street and 115 Fifth Street in the Central Business District of Cincinnati, as more particularly described on Exhibit A-1 (Legal Description – Mercantile Building) attached hereto (the “**Mercantile Building**”).

B. The City owns and leases to US Bank National Association (“**US Bank**”) certain real property adjacent to the Mercantile Building located at 425 Walnut Street in the Central Business District of Cincinnati, as more particularly described on Exhibit A-2 (Legal Description – US Bank Tower) attached hereto (the “**US Bank Tower**”).

C. The City is the owner of an elevated, second level public pedestrian walkway located above and across the Walnut Street public right-of-way, abutting and connecting the Mercantile Building to the east and the US Bank Tower to the west, for use by the general pedestrian public at 565 feet above mean sea level, as more particularly described and depicted on Exhibit A-3 (Legal Description and Depict - Walnut Street Skywalk) attached hereto (the pedestrian walkway, and related improvements are referred to herein as the “**Skywalk**”).

D. MCA is undertaking a mixed-use redevelopment of the two buildings making up the Mercantile Building (the “**Mercantile Redevelopment**”), and the City has assisted MCA in that redevelopment by facilitating a real property tax abatement for MCA’s improvements to the Mercantile Building pursuant to that *Community Reinvestment Area Tax Exemption Agreement* between the City and MCA dated May 24, 2023 (the “**CRA Agreement**”).

E. Developer desires to cause the demolition of the Skywalk as part of the Mercantile Redevelopment (the “**Skywalk Demolition**”) and subsequently cause the restoration of the exterior, façade, and limited interior portions of the Mercantile Building and the US Bank Tower (separately and collectively, the “**Limited Building Restoration**”; and together with the Skywalk Demolition, the “**Public Infrastructure Improvements**”) all as further described and in accordance with Exhibit B (Statement of Work, Budget, and Sources of Funds) attached hereto.

F. Following the Skywalk Demolition, Developer shall cause to be constructed private improvements within the Mercantile Building in accordance with the CRA Agreement, and within the US Bank Tower (if any), each as further described on Exhibit B hereto (collectively, the “**Private Improvements**”). The completion of the Public Infrastructure Improvements and the Private Improvements are referred to herein as the “**Project**”.

G. Developer will fully fund the Private Improvements with private funding and will pay for all remaining expenses of the Project (including the Public Infrastructure Improvements) not covered by the Funds.

H. The City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), desires to provide finance assistance for the Public Infrastructure Improvements using funds from the District 2-Downtown South/Riverfront District Incentive District, which will be provided to Developer, as further described herein, for project work completed and in an amount up to but not to exceed \$1,753,337 (the “**Funds**”).

{00399958-8}

I. In order to increase efficiency and meet the timing needs, the parties have determined that Developer or MCA (or one of Developer's affiliates) will, in accordance with the terms herein, bid out and contract for construction of the Project with Model Construction, LLC, an Ohio limited liability company (the "**General Contractor**"), as the single construction manager for the Skywalk Demolition, the Limited Building Restoration, the Private Improvements associated with the Mercantile Building, and any Private Improvements associated with the US Bank Tower pursuant to that certain agreement and right-of-entry between Developer and/or the General Contractor and the owner of the US Bank Tower (the "**US Bank Tower Agreements**"; and the "**US Bank Tower Owner**"; respectively), and the General Contractor will in turn contract with necessary subcontractors for completion of the Project.

J. Pursuant to this Agreement, the City is engaging Developer to manage, oversee, and contract for the Project, and the parties acknowledge that such services are considered "professional services" (as defined in Cincinnati Municipal Code 321-1-P) and require exercise by Developer of discretion and independent judgment to perform such services and an advanced specialized expertise acquired by Developer and its affiliates through completion of other similar public space redevelopments throughout the City.

K. 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 is consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.

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

M. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Skywalk Demolition at its meeting on March 15, 2024.

N. Execution of this Agreement on behalf of the City was authorized by Ordinance No. \_\_\_ - 2024, passed by City Council on \_\_\_\_\_, 2024, which appropriated funds for the Public Infrastructure Improvements for the Project, which the City has determined constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall end on the date on which Developer has satisfied all other obligations to the City under this Agreement (the "**Term**") unless sooner terminated as provided herein.

2. **Due Diligence Materials.** Following the Effective Date, Developer shall prepare and deliver, if not previously delivered, the following items (the "**Due Diligence Materials**") to the City for its review and approval:

(A) **Abutter's Consent:** fully executed original of the Quitclaim Deed from US Bank Tower Owner consenting to the closure of, and conveying to the City all of US Bank Tower Owner's rights, title, and interest in and to the Skywalk ("**Abutter's Consent**"), which, following the City's receipt and approval

of the Abutter's Consent, Developer shall record in the real property records of Hamilton County, Ohio, all at Developer's expense;

(B) US Bank Tower Agreements: fully executed copies of the US Bank Tower Agreements granting Developer (or its affiliate) permission to enter the US Bank Tower, and perform and complete the Skywalk Demolition, the Limited Building Restoration associated with the US Bank Tower, the Private Improvements associated with the US Bank Tower (if any), any other construction work that impacts or may impact the US Bank Tower as a result of Developer's construction of the Project, and any other construction activities agreed to by Developer and the US Bank Tower Owner under the US Bank Tower Agreements, which Developer shall undertake at no expense to the City;

(C) Preliminary Design Plans – Public Infrastructure Improvements: preliminary plans and specifications for the Public Infrastructure Improvements, including without limitation, those demolition plans for the Skywalk Demolition, which Developer shall coordinate with the City's Department of Transportation and Engineering (“**DOT**”), Department of Buildings & Inspections (“**B&I**”), DCED, and other various relevant City Departments (including, as necessary, Greater Cincinnati Water Works, Stormwater Management Utility, and the Metropolitan Sewer District) to develop, and the Developer shall submit such plans and specifications to the City for review and approval;

(D) Private Improvements: preliminary plans and specifications for the Private Improvements, available information regarding the intended timing, costs, and scope of the Private Improvements being constructed as a result of the Project, as described in Exhibit B;

(E) Project Schedule: the proposed construction schedule for completion of the Project;

(F) Final Budget: a final itemized budget for the Public Infrastructure Improvements that is separate from the Private Improvements (as the same may be amended from time to time and approved by the City, the “**Budget**”);

(G) Final Plans: the final demolition plans, drawings, plans, and specifications for the Project and upon completion shall submit copies to the City for the City's final review and approval. The parties agree to work diligently and cooperatively with each other in order that the drawings, plans, and specifications can be finalized and approved by the City as expeditiously as possible. The drawings, plans, and specifications (including any and all changes thereto reflected on properly executed Change Orders (as defined below)) for each category of improvements, as approved by the City are referred to herein as the “**Final Plans**.”

(H) Permits: evidence that Developer has obtained a roadway barricade permit from DOTE, and any other necessary City permits for the Project have been secured;

(I) Approval of Contractors: a list of proposed contractors and subcontractors for the Public Infrastructure Improvements, none of whom shall be identified as being debarred on lists maintained by the City or by the federal or state governments; and

(J) Insurance: proof of insurance as required by Section 10 below, naming the City as an additional insured;

(K) Other Information: such other information and documents pertaining to Developer or the Project as the City may reasonably request.



3. **Change Order.** Once approved by the City, Developer shall not make any changes to the Public Infrastructure Improvements set forth in the Final Plans without the consent of the City. Any material changes to the Final Plans shall be evidenced by a written change order signed by Developer, B&I (as applicable), DOTE (as applicable), and DCED (each a “**Change Order**”). The City shall review and either approve or deny each proposed Change Order as expeditiously as possible and such approval shall not be unreasonably withheld, conditioned, or delayed. The City may deny Change Orders to the Public Infrastructure Improvements in its reasonable discretion. The City shall not require any material changes to the Final Plans without Developer’s consent, which shall not be unreasonably withheld, conditioned, or delayed. Developer shall promptly execute Change Orders to reflect approved changes. Funding of Change Orders shall be handled as set forth in Section 6 below.

4. **Bidding Phase.** Developer shall work cooperatively with the City in soliciting, reviewing, and selecting the bids for the construction of the Public Infrastructure Improvements. All bids shall be solicited in accordance with the City’s competitive bidding requirements, as further described in Exhibit D (Additional Requirements). If there is a public bid opening, Developer shall permit City representatives to be present at the opening of the bids. Developer shall not solicit bids from any contractors or subcontractors who are listed as debarred by the federal or state government or on the City’s Vendor’s Performance list. In reviewing and considering bids, Developer shall bear in mind that all contractors and subcontractors performing any work in connection with the Public Infrastructure Improvements shall be subject to the City’s approval in its sole discretion. Developer and the City shall work cooperatively to select the winning bids. The City shall use reasonable efforts to notify Developer, within 10 business days after the opening of the bids, of the City’s approval or disapproval of the bids, as the case may be. If the City does not approve of the bids, Developer shall work cooperatively with the City to resolve the City’s objections, including for example revising the Final Plans and re-bidding all or part of the Project. The City shall, in its sole discretion, have final approval of all bids for the Public Infrastructure Improvements. The final bids, as approved by the parties, and as the same be adjusted from time to time by Change Orders, are hereinafter referred to as the “**Final Bids.**”

Notwithstanding the foregoing, if the City does not approve of the bids proposed by the Developer for the Public Infrastructure Improvements and the Developer cannot resolve all City objections, then either party may terminate this Agreement, and both parties thereafter shall have no obligations or rights under this Agreement. Additionally, if Developer does not approve of the bids it receives for the Public Infrastructure Improvements, Developer may terminate this Agreement, and both parties thereafter shall have no obligations or rights under this Agreement.

5. **Budget; Construction; Inspections.**

(A) **Budget.** Prior to commencement of construction of the Project, Developer shall present to the City a final itemized budget for the Project, with independent itemized sections detailing expenditures for the Private Improvements and the Public Infrastructure Improvements (as the same may be amended from time to time and approved by the City, the “**Budget**”), generally consistent with the preliminary sources and uses budget attached hereto as Exhibit B.

(B) **Construction Contracts.** Upon the City’s receipt and approval of the Due Diligence Materials for the Project and the parties’ approval of the Final Plans, Budget, and Final Bids, and once the parties are otherwise ready to move forward with construction of the Project, the Developer shall enter into a guaranteed maximum price or stipulated sum construction contract, in such form as approved by the City, with the General Contractor in an amount not to exceed \$1,753,337 for the Project. The cost of the Private Improvements, as incorporated into the Final Bids, shall be approved by Developer, in its sole discretion. Developer shall be responsible for reviewing and approving all construction contracts and, upon the City’s request, provide a copy of the construction contracts to the City. Developer shall require in all contracts that it enters into relating to the Project, including the construction contract with the General Contractor, compliance with the terms of this Agreement and that all subcontracts incorporate and comply with the terms of this Agreement.

(C) Construction Commencement and Completion. Following execution of the construction contracts described in Section 5(B), Developer shall commence construction of the Project. Developer shall cause the Project to be completed in accordance with the approved Final Plans, in accordance with the City-approved construction schedule, and in a good and workmanlike manner. Developer shall provide all supervision, technical personnel, labor, materials, and services necessary to complete the Project. Developer shall complete construction of the Public Infrastructure Improvements no later than December 31, 2024. Developer shall (i) complete construction of the Private Improvements with respect to the Mercantile Building in accordance with the completion requirements under the CRA Agreement, and (ii) complete construction of the Private Improvements with respect to the US Bank Tower (if any), in accordance with the completion requirements under the US Bank Tower Agreements.

(D) Verification of Construction Costs. During construction of the Project and upon completion thereof, Developer shall provide the City with verification of actual construction costs for the Project, including individual and actual construction costs for the Project and such other pertinent information pertaining to the demolition and construction of the Project or performance by Developer of its obligations under this Agreement as the City may reasonably request. Developer shall not be responsible for verifying to the City the quantities of materials utilized in the Public Infrastructure Improvements; the City shall assume the responsibility for oversight, inspection, and verification as to the quantity of materials installed and utilized in the Project. Developer and the City agree to work collaboratively to ensure that the General Contractor and subcontractors provide adequate information to the City in order to assist in tracking of quantities installed and utilized in the Project.

(E) Inspection of Work. During construction of the Project, the City, its employees, and its agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations hereunder. If the City determines that work on the Project is not in accordance with the Final Plans or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, then the City shall notify Developer who shall have 30 days to cure such error or if it cannot be cured within 30 days Developer shall initiate and diligently pursue such cure. If Developer fails to cure or initiate and diligently pursue such cure within 30 days, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds), whether or not such work has been incorporated into the Public Infrastructure Improvements by giving notice of such nonconforming work to Developer.

(F) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the City or any third-party owned real property related to the Project. Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

(G) Project Information; As-Built Plans. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request. Following completion of construction, the Developer shall provide the City with a set of as-built plans and shall provide the City such other information pertaining to the Project as the City may reasonably request.

(H) Permits and Fees Payable to DOTE. Developer acknowledges that (i) it is necessary to close Walnut Street between Fourth and Fifth Streets at certain times during the demolition of the Skywalk, (ii) Developer will be required to obtain all necessary permits and approvals concerning the demolition of the Skywalk, including without limitation, any and all temporary street closure, streetcar shutdown, streetcar track access permits, barricade, street opening, meter permits, and other related permits when the Project necessitates closing meters, opening and/or closing the adjoining streets or portions thereof, or when otherwise required by DOTE for the Project (iii) Developer will be required to pay DOTE for any such permit fees, and (iv) with many entities competing for space on City street, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

**6. Public Infrastructure Improvements.**

(A) Funding Terms. Subject to the terms and conditions of this Agreement, the City agrees to make available up to the full amount of the Funds to pay for the Public Infrastructure Improvements. Developer shall be permitted to use the Funds only to pay for hard construction costs and related soft costs of the Public Infrastructure Improvements as itemized in the Budget and for no other purpose. For purposes of clarity, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property; to establish a working capital fund; or to pay for costs or expenses of the Private Improvements.

(B) Funding of Change Orders and Cost Overruns to Public Infrastructure Improvements. Under no circumstances shall the City be required to provide funds in excess of the Funds for completion of the Project, and the Developer agrees to provide any additional funding required to complete the Project in excess of the Funds. To the extent available, the Funds may be used for Change Orders approved by the City.

(C) US Bank Tower Owner Approval. Developer acknowledges and agrees that as part of its obligations to the City to enter into the US Bank Tower Agreements with the US Bank Tower Owner, Developer shall submit and obtain approval from the US Bank Tower Owner, prior to its submission to the City, of its proposed Final Plans for the Skywalk Demolition, and the Limited Building Restoration associated with the US Bank Tower.

**7. Private Improvements.**

(A) Costs and Funding of Private Improvements. Developer shall pay for all costs of the Private Improvements using private funds, including, without limitation, the costs of any Private Improvements associated with the US Bank Tower. No portion of the Funds shall be utilized on the Private Improvements, and the Developer shall put in place appropriate controls in order to independently track the funding and costs of the Private Improvements and the Public Infrastructure Improvements.

(B) Timing. Developer shall use its best efforts to coordinate the construction of the Public Infrastructure Improvements and the Private Improvements so as to avoid damage or destruction to the Public Infrastructure Improvements during the course of subsequent construction activities.

(C) Owner Approval. For all Private Improvements that will occur on properties not owned or controlled by Developer or its affiliates, Developer shall acquire a signed written consent and approval of such property owners to conduct the portions of the Private Improvements that will impact such owner's property. Developer shall provide a copy of such signed written consent and approval to the City upon its request.

(D) US Bank Tower Owner Approval. Developer acknowledges and agrees that as part of its obligations to the City to enter into the US Bank Tower Agreements with the US Bank Tower Owner, Developer shall submit and obtain approval from the US Bank Tower Owner, prior to its submission to the City, of its proposed Final Plans for any Private Improvements associated with the US Bank Tower (as applicable) and any other construction activities that are associated with or may otherwise impact the US Bank Tower.

**8. Disbursement of Funds.** The City shall disburse the Funds to Developer in accordance with Exhibit C (Disbursement of Funds) hereto. At all times during demolition of the Skywalk and until completion of the same, the City shall be deemed to be the owner of the Skywalk. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to make disbursements of Funds (i) if any portion of the Public Infrastructure Improvements does not meet the requirements of the City; (ii) except to reimburse Developer for actual costs of constructing the Public Infrastructure Improvements incurred in accordance with the terms herein; or (iii) in excess of the Funds. Except for the City's agreement to provide the Funds to the Developer as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

**9. Applicable Laws and Programs; Fees; Developer Compensation.**

(A) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits (including without limitation DOTE right-of-way permits), licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the construction of the Project, including without limitation those set forth on Exhibit D. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, DOTE, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(B) Applicability of City Programs and Policies. Notwithstanding anything to the contrary in this Agreement and regardless of applicability under existing law and regulation, the Developer shall comply and shall cause the General Contractor and other contractors to comply with the requirements, as further described in Exhibit D, of the following City programs and policies:

(i) The requirements of the Construction Workforce Goals, as defined in Section A of Exhibit D, relating to contracting with minority-owned businesses and women-owned businesses;

(ii) As stated above, all bids for the Public Infrastructure Improvements shall be solicited in accordance with the City's competitive bidding requirements, and Developer shall comply with the meet and confer meeting requirements, all as more particularly described in Section B of Exhibit D;

(iii) the Business Enterprise program, as further described in Section F of Exhibit D;  
and

(iv) Equal Employment Opportunity program, as further described in Section G of Exhibit D.

It is not the intent of this provision to limit Developer's obligations to comply with all applicable law and regulation; this provision is intended as a covenant to the City that, in addition to other applicable law and regulation, Developer shall comply with the requirements of the above-listed City programs and policies during the Project.

(C) Prevailing Wage. Developer shall comply and cause the General Contractor and other contractors to comply with the requirements of the State of Ohio's Prevailing Wage Law, set forth in Ohio Revised Code 4115.03 to 4115.16. To the extent that Developer's contractors are unable to segregate work on the Private Improvements from the Public Infrastructure Improvements, then Developer shall pay the applicable prevailing wage rates on the Private Improvements as if it were a part of the Public Infrastructure Improvements.

(D) Fees. Developer shall be responsible for payments of all standard fees associated with the Private Improvements.

**10. Insurance; Indemnity.**

(A) Insurance during Construction. 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) Developer shall maintain (a) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (b) worker's compensation insurance in such amount as required by law, (c) all

insurance (including the amount of coverage) as may be required by any and all lenders for the Project, and (d) such other insurance as may be reasonably required by the City;

(ii) Developer shall cause the General Contractor, all other prime contractors, and all subcontractors to maintain (a) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City and Developer as an additional insured, (b) unless otherwise waived by the City, proper endorsements to all Commercial General Liability insurance policies required hereunder to ensure that such policies cover defective construction or workmanship by the policy holder and its subcontractors, (c) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed under the contract with such policy holder, (d) worker's compensation insurance in such amount as required by law, (e) all insurance (including the amount of coverage) as may be required by any and all lenders for the Project, and (f) such other insurance as may be reasonably required by the City; and

(iii) Developer or the prime contractor (including General Contractor), unless otherwise waived by the City in writing, shall maintain builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed under the contract with such policy holder.

All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Within ten days following execution of this Agreement or following execution of the construction contract, as applicable, Developer shall send proof of all such insurance to DCED 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.

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

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

**11. Casualty; Eminent Domain.** If, during the Term of this Agreement, any improvements constructed as part of the Project are damaged or destroyed by fire or other casualty during construction, or if any portion of the improvements constructed as part of the Project are taken by exercise of eminent domain (federal, state, or local), except in the case of an exercise by the City, Developer shall cause such improvements to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If available condemnation or insurance proceeds or other funds received related to a taking are insufficient to fully repair and restore the affected improvements, the City shall not be required to make up the deficiency;

provided, however, no repair or restoration shall be required for damage to the Skywalk, which is being demolished as part of the Public Infrastructure Improvements. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the construction of the Project if they deviate from the Final Plans as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected improvements are being repaired or restored.

**12. Default; Remedies.**

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

(i) The failure of Developer to perform any obligation under this Agreement (including, without limitation, its obligations to comply with the CRA Agreement), and failure to correct such failure within 30 days after its receipt of written notice thereof from the City; or

(ii) The dissolution of Developer or the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any property of Developer.

(B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, demand that the Developer repay to the City all previously disbursed Funds, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. The foregoing shall be in addition to any and all rights and remedies provided for under any other documents executed by Developer in favor of the City in connection with the Project.

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

To the City:  
City of Cincinnati  
Department of Community and  
Economic Development  
Attention: Director  
805 Central Avenue, Suite 700  
Cincinnati, OH 45202

To Developer:  
The Model Group, Inc.,  
Attn: Bobby Maly, CEO  
1826 Race Street,  
Cincinnati, OH 45202  
bmalym@modelgroup.net

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

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

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

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

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

(D) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer or the Project, at law or in equity or before or by any governmental authority which would materially adversely affect Developer's ability to perform its respective obligations set forth in this Agreement.

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

(F) The information contained in the documentation provided by Developer to the City that is descriptive of Developer, its existing businesses, and its proposed business has been reviewed by Developer and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such information, in light of the circumstances under which they were made, not misleading.

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

**15. 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, the Public Infrastructure Improvements, the Private Improvements, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "Records and Reports"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of three years after the expiration or termination of this Agreement.

(B) City's Right to Inspect and Audit. During construction of the Project and for a period of three years thereafter, Developer shall permit the City, its employees, agents, and auditors to have

reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

**16. General Provisions.**

(A) Assignment. Developer shall not assign its rights or interests under this Agreement or any ancillary agreements with the City without the prior written consent of the City; provided that a collateral assignment of its rights under this Agreement to its lender for Project (and subsequent assignments by such lender) shall be permitted. Developer's assignment of its rights or interests under this Agreement to an affiliate of Developer shall be subject to the City's prior written approval, not to be unreasonably withheld.

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

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

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

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

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

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

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

(I) Time. Time is of the essence with respect to Developer's performance of its obligations under this Agreement.

(J) Recognition of City Assistance. Developer shall acknowledge the financial support of the City with respect to the Project in all printed promotional materials (including but not limited to 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 funding source for the Public Infrastructure Improvements, Developer shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.



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

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

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

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

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

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

10. **EXHIBITS.** The following Exhibits are attached hereto and made a part hereof:  
Exhibit A-1 – *Legal Description – Mercantile Building*  
Exhibit A-2 – *Legal Description – US Bank Tower*  
Exhibit A-3 – *Walnut Skywalk Depiction*  
Exhibit B – *Statement of Work, Budget and Sources of Funds*  
Exhibit C – *Disbursement of Funds*  
Exhibit D – *Additional Requirements (incl. Addendum I to Additional Requirements Exhibit – City's Prevailing Wage Determination)*

SIGNATURE PAGE FOLLOWS

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

**CITY OF CINCINNATI**

**THE MODEL GROUP, INC.**

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

By: \_\_\_\_\_  
Robert L. Maly, Chief Executive Officer

Date: \_\_\_\_\_, 2024

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 Agreement

*Legal Description – Mercantile Building*

**PARCEL ONE:**

**Auditor's Parcel No.: 083-0001-0163 and 0169, cons.**

Situate in Section 18, Town 4, Fractional Range 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, Ohio, being part of In Lots 139 and 140 of said city and being more particularly described as follows: Beginning at a point in the east line of Walnut Street (a 66 foot street) which is North 16°11' West, 51.33 feet from the north line of Fourth Street (a 66 foot street); thence North 16 deg. 11' West, along the east line of Walnut Street, 148.47 feet to the south line of Mercantile Place; thence North 74°03'30" East, along the south line of Mercantile Place, 110.13 feet to the westerly line of the land described in Registered Land Certificate of Title 62144; thence along the westerly line of said Registered Land, South 16°13' East 60.17 feet, South 74°03'30" West 10 feet, South 16°13' East 76.46 feet, North 74°00' East 0.73 feet and South 16°13' East 11.73 feet; and thence South 74°00' West 100.95 feet to the place of beginning.

**PARCEL TWO:**

**Auditor's Parcel No.: 083-0001-0141 thru 0144, 0164 thru 0168, 0170 thru 0172, 0180, 0254 & 0255, cons.**

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 12 through 15 and part of Lot 11 of Hamilton County Subdivision as recorded in Deed Book V-2, Page 417, Hamilton County Recorder's Office, and also being part of In Lots 139 and 140 of the In Lots as recorded in Deed Book E-2, Pages 62 to 66, Hamilton County Recorder's Office and also being all of Tract B (a fee simple estate), all of Tract C (a fee simple estate) and all of Tract E (a fee simple estate) and also being part of Tract A (a fee simple estate) and part of Tract D (a fee simple estate) of Registered Land Certificate No. 78982 (City of Cincinnati) which is recorded in Hamilton County, Ohio Registered Land Records, and also being all of Traction Place (a 10 foot alley), and also being part of Mercantile Place (an 18 foot street), and being more particularly described as follows:

Beginning at the intersection of the south line of Fifth Street (a 130 foot street) and the west line of Traction Place (a 10 foot alley); thence North 81°08'30" East along the south line of Fifth Street 112.70 feet to the west line of Tract B-2, Parcel 2 (Federal Reserve Bank); thence South 9°23'30" East along the west line of Tract B-2, Parcel 2, and the west line of Tract B-2, Parcel 1 (Federal Reserve Bank) 334.83 feet to a point in the north line of Fourth Street (said point being 225.00 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street)); thence South 81°04'50" West along the north line of Fourth Street 172.52 feet to the east line of Walnut Street (a 66 foot street); thence North 9°06'00" West along the east line of Walnut Street 51.33 feet to the south line of the property presently owned by the Cincinnati College, an Ohio corporation, thence North 81°04'50" East along said south line and 51.33 feet north of and parallel to the north line of Fourth Street 100.95 feet to the west line of Tract C of Registered Land Certificate No. 78982; thence North 9°08'10" West along said west line 11.73 feet to the south line of Tract E of Registered Land Certificate No. 78982; thence South 81°04'50" West along said south line 0.73 feet to the west line of said Tract E; thence North 9°08'10" West along said west line 76.46 feet to the north line of said Tract E; thence North 81°08'20" East along said north line 10.00 feet to a point in the west line of Tract C of Registered Land Certificate No. 78982; thence North 9°08'10" West along said west line and the west line extended northwardly 75.17 feet to a point 15 feet north of the south line of Mercantile Place (an 18 foot street); thence South 81°08'30" West along a line 15 feet north of and parallel to the south line of Mercantile Place 51.99 feet to the west line of Traction Place; thence North 9°06'00" West along the west

line of Traction Place 120.20 feet to the south line of Fifth Street and the Place of Beginning and containing 33,378 square feet, more or less.

**PARCEL THREE:**

**Auditor's Parcel No.: 083-0001-0257**

Beginning at the intersection of the east line of Walnut Street (a 66 foot street) and the south line of Mercantile Place (a 15 foot alley), thence North 81°08'30" East, along the south line of said Mercantile UCFDisney Springs Place, a distance of 110.14 feet to the westerly line of that part of Mercantile Place vacated by Ordinance 345-1968, City of Cincinnati; thence North 9°08'10" West along the westerly line of said vacated Mercantile Place, a distance of 15 feet; thence South 81°08'30" West, along the northerly line of said Mercantile place, as narrowed, and the North line of Mercantile Place a distance of 110.13 feet to the east line of said Walnut Street; thence South 9°06' East, along the east line of said Walnut Street, a distance of 15 feet to the place of beginning.

EXHIBIT A-2  
to Funding Agreement

*Legal Description – US Bank Tower*

**Situate in the City of Cincinnati, County of Hamilton, State of Ohio and being all that part of the below-described tract located above 544 17 feet above sea level as ascertained by the City of Cincinnati datum plane.**

**Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County, Ohio and being part of In Lots 164, 165, 166 and 167 as recorded in Deed Book "E-2", Pages 62-66, Hamilton County Recorder's Office and more particularly described as follows.**

**Beginning at the point of intersection of the south line of Fifth Street and the west line of Walnut Street, thence South 81° 10' 30" West, along the south line of Fifth Street, 129.25 feet to a point, thence South 8° 49' 30" East, 225 00 feet to a point in the north line of R. A. Skilken's property as recorded in Certificate 68857 Registered Land Records of Hamilton County, thence North 81° 05' 45" East, along the north line of said registered land, 61.33 feet to a point, thence South 8° 54' 15" East, 2.58 feet to a point; thence North 81° 05' 45" East, along the north line of said registered land, 69 00 feet to a point in the west line of Walnut Street; thence North 9° 06' West, along the west line of Walnut Street, 227.40 feet to the Point of Beginning, containing 29,367 square feet.**

**The description of this parcel is based on a survey made by the City of Cincinnati under the direction of Marvin W. Duermit.**

**Being part of the premises heretofore conveyed by deed recorded in Deed Book 3282, Page 132, Hamilton County Records.**

EXHIBIT A-3  
to Funding Agreement

*Legal Description and Depiction - Walnut Skywalk*

Legal Description:

Located in the City of Cincinnati, Hamilton County, Ohio, beginning at a point located S 8°29'30" E for 125.92' from the Southwest intersection of the right-of-ways of Fifth Street and Walnut Street, thence continuing S 8°29'30" E for 14.50' and there end. Said easement is located between elevations 562.86 and 578.86 Sea Level Datum, City of Cincinnati Benchmarks, and extends Westwardly 0.50' into the First National Bank Center Building. Containing 116 cubic feet, more or less.

Depiction: The Skywalk is depicted below in the red square, located on Walnut Street south of Fifth Street, north of Fourth Street, connecting the US Bank Tower (formerly the First National Bank Center Building) to the West and the Mercantile Building to the East:



*Street view of the Skywalk from Walnut Street, facing North:*



EXHIBIT B  
to Funding Agreement

*Statement of Work, Budget, and Sources of Funds*

**I. STATEMENT OF WORK**

Developer shall undertake all of the following as part of the Project:

**(A) Public Infrastructure Improvements.** The following descriptions are preliminary descriptions for informational purposes; such designs describing the Public Infrastructure Improvements set forth in the Final Plans shall control.

- 1) Skywalk Demolition.** Remove existing skywalk bridge between the 2nd floors of the US Bank Tower (425 Walnut St.) and the Mercantile Building (414 Walnut St.) in its entirety, without damage to the existing to remain elements of each building. Remove existing skywalk supporting structure at east side of skywalk (the US Bank Tower) down to just beneath the existing structural sidewalk slab. Remove interior skywalk ramp structure and non-historic means of egress related to skywalk structure and easement. Take care to preserve and protect the existing buildings' facades and structure, including the existing historic elements and details on the façade of the Mercantile Building, as dictated by the State Historic Preservation Office (SHPO) given the active Historic Tax Credit renovation currently underway. Take care to protect and not damage existing streetcar and utility infrastructure in the right-of-way, beneath the skywalk.
- 2) Limited Building Restoration – Mercantile Building, 414 Walnut St.** At the location of the removed skywalk, restore and re-build the building façade, exterior wall construction, windows to match the existing adjacent building façade, including historic elements, features, and detailing. At the interior of the restored façade and along the former skywalk easement/egress path, provide new interior finishes matching the existing adjacent interior finishes restoring the former easement area to occupiable condition. At the locations of the removed skywalk support pilaster columns, patch the existing concrete structural slab assembly to match the existing adjacent sidewalk.
- 3) Limited Building Restoration – US Bank Tower, 425 Walnut St.** At the location of the removed skywalk, restore and re-build the building façade, exterior wall construction, and windows to match the existing adjacent building façade. The existing exterior wall assembly and connection to the existing building structure, and existing steel fire-proofing condition is unknown and must be field-verified after removal of the skywalk. At the interior of the restored façade, provide new interior finishes matching the existing adjacent interior finishes, restoring the former easement area to occupiable condition

**(B) Private Improvements.** The following description is a preliminary description for informational purposes; such designs describing the Private Improvements set forth in the Final Plans shall control. The Private Improvements will include the following:

- 1) Interior Restoration – Mercantile Building, 414 Walnut St.** Along the former skywalk easement/egress path, construct a replacement egress stair, as required by SHPO given the active Historic Tax Credit renovation currently underway at 414 Walnut St., to replace the egress within the Mercantile Building.
- 2) Interior Restoration – US Bank Tower, 425 Walnut St.** Any and all construction work agreed to between Developer and the US Bank Tower Owner pursuant to the US Bank Tower Agreements that are separate from the Public Infrastructure Improvements included in I(A)(3) above, if any.

Developer will complete all construction in accordance with the Final Plans approved by the City.



II. DEMOLITION SCHEDULE FOR SKYWALK

**Walnut Street Skywalk Demolition Schedule**

Task	Start	Duration	Finish
Schedule starting date	2/15/2024		
<b>Easement Vacation</b>			
US Bank Approval	3/28/2024		[5/30/2024]
City Approval	4/30/2024		[5/22/2024]
Vacation Finalization	4/30/2024		[7/1/2024]
<b>City Funding Request</b>			
DCED Review	2/15/2024	83	5/8/2024
City Council Introduction			[5/15/2024]
City Council Approval			[5/22/2024]
<b>Demolition Plans (including US Bank)</b>	2/15/2024		[5/31/2024]
<b>Demolition Permit</b>			
DCED/DOTE Permit process meeting	2/15/2024	10	2/25/2024
City Permit	3/27/2024	60	5/26/2024
SORTA / Streetcar / DOTE Permits	3/27/2024	60	5/26/2024
<b>Demolition / Construction</b>			
Final Bid Confirmations	3/27/2024		[5/26/2024]
Street Closure / Intermittent	5/26/2024	10	6/5/2024
Mercantile Interior Demolition	5/26/2024	10	6/5/2024
Removal of Skywalk	5/26/2024	10	6/5/2024
Façade Restorations	6/5/2024	60	8/4/2024
Interior Restorations	6/5/2024	60	8/4/2024
Sidewalk Repairs	8/4/2024	15	8/19/2024

III. **BUDGET**

	Cost
<b>SKYWALK DEMOLITION</b>	
Design Allowance for repair work	\$50,000
Building Permits Allowance	\$25,000
Streetcar/SORTA Permitting and Special requirements allowance	\$50,000
Builders Risk Insurance Allowance	\$10,000
MEP Make Safes	\$24,000
O'Rourke – Skywalk Removal bid – Exterior Only	\$315,000
Road and Sidewalk closures – Mass demo	included
Rumpke Demo – Mercantile interior demo of Skywalk Ramp Structure	\$105,600
Demo Allowance for US Bank interior work	\$18,000
Temp Partitions	\$12,000
Sidewalk Patching	\$6,000
Sidewalk Improvements	\$60,000
West Storefronts Improvements	\$96,000
Outdoor Retail Improvements	\$60,000
Exterior Building Lighting	\$90,000
Pedestrian Safety Measures	\$30,000
Building Signage	\$60,000
<b>SUBTOTAL DEMOLITION COSTS</b>	<b>\$1,011,600</b>
<b>MERCANTILE SHELL RESTORATION &amp; BUILDING CLOSE UP COSTS</b>	
Skywalk Closure Permits for restoration	\$15,000
Structural Support system removal allowance	\$60,000
Historic Window Restoration – 6x	\$28,800
2 <sup>nd</sup> Floor Fenestration Restoration	\$21,420
1 <sup>st</sup> Floor Column Restoration	\$3,600
Masonry restoration	\$54,000
Interior Restoration – Drywall and Metal Stud Framing	\$9,720
Interior Restoration – Insulation	\$1,620
Interior Restoration – Painting	\$5,400
Interior Restoration – Floor Restoration	\$21,600

Interior Restoration – Electrical	\$4,200
<b>SUBTOTAL MERCANTILE SHELL RESTORATION &amp; BUILDING CLOSE UP COSTS</b>	<b>\$225,360</b>
<b>US BANK TOWER SHELL RESTORATION &amp; BUILDING CLOSE UP COSTS</b>	
Skywalk Closure Permits for restoration	\$15,000
Structural Support system removal allowance	\$60,000
Final Steel Connection removal Touch-up	\$9,000
Granite Cladding Restoration	\$24,000
2 <sup>nd</sup> Floor Fenestration Restoration	\$21,420
Interior Restoration – Drywall and Metal Stud Framing	\$9,000
Interior Restoration – Insulation	\$900
Interior Restoration – Painting/Wall Covering	\$6,000
Interior Restoration – Flooring	\$3,000
Interior Restoration – Electrical	\$3,000
<b>SUBTOTAL US BANK TOWER SHELL RESTORATION &amp; BUILDING CLOSE UP COSTS</b>	<b>\$151,320</b>
<b>Project Contingency – 15%</b>	<b>\$186,867</b>
<b>General Requirements – 6%</b>	<b>\$85,959</b>
<b>Overhead – 2%</b>	<b>\$30,272</b>
<b>Profit – 4%</b>	<b>\$61,959</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$1,753,337</b>

**IV. SOURCES OF FUNDS**

**TOTAL SOURCES OF FUNDS (LEVERAGE)**

City Funding Source	\$1,753,337
<b>TOTAL</b>	<b>\$1,753,337</b>

The City may, at its sole discretion, elect to revise the Budget through a letter signed by both the City and Developer. However, in no event will the City contribute any additional funds to the Budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Project.

EXHIBIT C  
to Funding Agreement

*Disbursement of Funds*

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

- (i) Developer shall have delivered to the City all Due Diligence Materials for the Project;
- (ii) Developer shall have delivered to the City fully executed copies of the US Bank Tower Agreements;
- (iii) The City shall have approved the Final Plans for the Project;
- (iv) The City shall have approved the construction schedule for the Project;
- (v) Developer shall have provided evidence satisfactory to the City that Developer has obtained all financing (in addition to the Funds) required for completion of the Project;
- (vi) Developer shall have provided the City with evidence of the insurance required under this Agreement;
- (vii) Developer shall have deposited with the City the surety bond(s) required under this Agreement, if any;
- (viii) Developer shall have provided the City with evidence that it has obtained all licenses, permits, governmental approvals and the like necessary for the completion of the Project;
- (ix) Construction shall have commenced and be proceeding in accordance with the City-approved Budget, construction schedule, and Final Plans; and
- (x) Developer shall not then be in default under this Agreement.
- (xi) Developer shall be prepared and capable of otherwise undertaking and completing all necessary actions to commence the Project promptly following the Effective Date and thereafter to pursue completion of this Project in a timely manner and otherwise in accordance with the terms of the Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Developer. The City shall disburse the Funds on a reimbursement basis. Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, for the costs of the Private Improvements, or for any other purpose expressly disapproved in writing by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, 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 Project 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 for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 30 days following completion of construction of the Project.

Notwithstanding anything in this Agreement to the contrary, no Funds shall be used for any costs that were incurred prior to the Effective Date of this Agreement. The Funds shall be requested and used by Developer solely to pay for costs of the Public Infrastructure Improvements, as described in this Agreement and as reflected on the Final Plans and Budget and for no other purpose.

Developer shall not use any portion of the Funds to pay for any costs associated with any privately-owned improvements. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction of the Public Infrastructure Improvements, for establishing a working capital fund, or for any other purpose expressly disapproved by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the Budget, Final Plans, or Final Bids or otherwise permitted under this Agreement.

(C) Construction Draw Procedure

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

(ii) Documentation. Each disbursement request 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 the General Contractor, all 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 and in such form approved and acceptable to the City.

(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) construction of the Project have been completed and evidence thereof, in form satisfactory to the City, has been delivered to the City; (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment; and (iii) Developer has complied with all of its other obligations, as it relates to the Project, under this Agreement as determined by the City in its sole discretion. For the avoidance of doubt, Developer may, following the completion of the Project, and 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 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 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 D  
to Funding Agreement

*Additional Requirements*

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

This Exhibit serves two functions:

(i) Serving as a Source of Information with Respect to Government Requirements.

This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent 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 15<sup>th</sup>. 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 suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

*Addendum I*  
*to*  
*Additional Requirements Exhibit*

City's Prevailing Wage Determination

**TO BE ATTACHED TO EXECUTION VERSION**

May 15, 2024

**To:** Mayor and Members of City Council  
**From:** Sheryl M. M. Long, City Manager 202401357  
**Subject:** **Emergency Ordinance – Health: Moral Obligation Payment to Zayo Group Holdings, Inc.**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** a payment of \$37,336.16 from Community Health Center Activities Fund non-personnel operating budget account no. 395x265x1110x7288 as a moral obligation to Zayo Group Holdings, Inc., dba Zayo Group, LLC, for wide-area network connectivity services provided to the Cincinnati Health Department.

Approval of this Emergency Ordinance authorizes the payment of \$37,336.16 from Cincinnati Health Department Community Health Center Activities Fund non-personnel operating budget account no. 395x265x1110x7288 to Zayo Group Holdings, Inc., dba Zayo Group, LLC, for wide-area network (WAN) connectivity services provided to the Cincinnati Health Department.

On August 7, 2020, the Cincinnati Health Department (CHD) issued a purchase order for the provision of wide-area network connectivity services from Zayo Group Holdings, Inc. The services were meant to continue on an annual basis, but due to personnel changes in CHD, the purchase orders were not renewed internally, and funds for the services were not certified. Between September 1, 2021, and January 1, 2024, CHD continued to receive services but did not pay the invoices submitted by Zayo Group Holdings, Inc., which collectively amounted to \$37,336.16 for the time period.

CHD has now implemented a process to ensure that invoices are received and paid consistently, regardless of personnel changes in the department, and each fiscal year, CHD will renew its purchase order with Zayo Group Holdings, Inc. to ensure additional funds are certified.

The reason for the emergency is the immediate need to make payment to Zayo Group Holdings, Inc. in a timely manner for services provided to the Cincinnati Health Department.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



## EMERGENCY

**IMD**

**- 2024**

**AUTHORIZING** a payment of \$37,336.16 from Community Health Center Activities Fund non-personnel operating budget account no. 395x265x1110x7288 as a moral obligation to Zayo Group Holdings, Inc., dba Zayo Group, LLC, for wide-area network connectivity services provided to the Cincinnati Health Department.

WHEREAS, on August 7, 2020, the Cincinnati Health Department (“CHD”) issued a purchase order for the provision of wide-area network connectivity services from Zayo Group Holdings, Inc. (“Zayo”); and

WHEREAS, the services were meant to continue on an annual basis, but due to personnel changes in CHD, the purchase orders were not renewed internally, and funds for the services did not continue to be certified; and

WHEREAS, between September 1, 2021, and January 1, 2024, CHD continued to receive services from Zayo but did not pay the invoices submitted by Zayo, which collectively amounted to \$37,336.16 for this time period; and

WHEREAS, CHD has now implemented a process to ensure that invoices are received and paid consistently, regardless of personnel changes in the department, and each fiscal year CHD will renew its purchase order with Zayo to ensure additional funds are certified; and

WHEREAS, sufficient funds are available in Community Health Center Activities Fund non-personnel operating budget account no. 395x265x1110x7288 to make the \$37,336.16 moral obligation payment to Zayo; and

WHEREAS, Council desires to provide a moral obligation payment to Zayo of \$37,336.16; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$37,336.16 from Community Health Center Activities Fund non-personnel operating budget account no. 395x265x1110x7288 as a moral obligation to Zayo Group Holding, Inc., dba Zayo Group, LLC, for wide-area network connectivity services provided to the Cincinnati Health Department.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Zayo Group Holdings, Inc. in a timely manner for services provided to the Cincinnati Health Department.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk



May 15, 2024

**To:** Mayor and Members of City Council

202401359

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

**Subject: Emergency Ordinance – Parks Department: Then and Now  
Payment to General Factory Supply**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$2,325.05 from the Parks Department, Parks Private Endowment and Donations Fund 430, non-personnel operating budget account no. 430x202x3000x7361, to General Factory Supply pursuant to the attached certificate from the Director of Finance, for outstanding charges related to cables, adapters, and graffiti removal used by the Parks Department in December 2023.

This Emergency Ordinance authorizes the payment of \$2,325.05 from the Parks Department, Parks Private Endowment and Donations Fund 430, non-personnel operating budget account no. 430x202x3000x7361, to General Factory Supply pursuant to the attached certificate from the Director of Finance, for outstanding charges related to cables, adapters, and graffiti removal materials used by the Parks Department in December 2023.

On December 13, 2023, General Factory Supply provided a quote for \$5,325.05 to the Parks Department for cables, adapters, and graffiti removal materials. A quote provided to the Parks Department of \$3,000 was used in error for the Cincinnati Financial System (CFS) submission, resulting in a shortage of \$2,325.05. Pursuant to Ohio Revised Code Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this Emergency Ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the quote was issued and at the time the attached certificate was issued. This Emergency Ordinance will provide payment to General Factory Supply for its outstanding obligation of \$2,325.05 for cables, adapters, and graffiti removal materials used by the Parks Department.

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**KKF**

**- 2024**

**AUTHORIZING** the payment of \$2,325.05 from the Parks Department, Parks Private Endowment and Donations Fund 430, non-personnel operating budget account no. 430x202x3000x7361, to General Factory Supply pursuant to the attached certificate from the Director of Finance, for outstanding charges related to cables, adapters, and graffiti removal used by the Parks Department in December 2023.

WHEREAS, on December 13, 2023, General Factory Supply provided a quote for \$5,325.05 to the Parks Department for cables, adapters, and graffiti removal; and

WHEREAS, a quote provided to the Parks Department of \$3,000 was used in error for the Cincinnati Financial System submission, resulting in a shortage of \$2,325.05; and

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

WHEREAS, Council desires to provide payment to General Factory Supply for its outstanding obligation of \$2,325.05 for cables, adapters, and graffiti removal used by the Parks Department; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$2,325.05 from the Parks Department, Parks Private Endowment and Donations Fund 430, non-personnel operating budget account no. 430x202x3000x7361, to General Factory Supply pursuant to the attached certificate from the Director of Finance, for outstanding charges related to cables, adapters, and graffiti removal used by the Parks Department in December 2023.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay General Factory Supply for the outstanding charges in a timely manner.

Passed: \_\_\_\_\_, 2024

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Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

**CITY OF CINCINNATI**  
**DIRECTOR OF FINANCE**  
**THEN AND NOW CERTIFICATE**

I, Karen Alder, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, on December 13, 2023, General Factory Supply (“GFS”) provided a quote (“Quote”) to the Cincinnati Parks Department in the amount of \$5,325.05 for cables, adapters, and graffiti removal; and

WHEREAS, a quote provided to the Parks Department in the amount of \$3,000 was used in error for the Cincinnati Financial System submission, resulting in a shortage of \$2,325.05; and

WHEREAS, GFS provided the Parks Department with all of the goods contained in the Quote; and

WHEREAS, GFS therefore has not been compensated for the original materials in the amount of \$2,325.05;

NOW, THEREFORE,

1. As of December 13, 2023, and as of the date this certificate was executed, I hereby verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the Quote from General Factory Supply. This verification is conditioned upon and subject to Council’s approval of an ordinance authorizing the drawing of a warrant in payment of amount due to General Factory Supply under the Quote.

Signed,

  
\_\_\_\_\_

Karen Alder, Director of Finance  
City of Cincinnati

Date: 5/3/24

May 15, 2024

**To:** Mayor and Members of City Council

202401361

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

**Subject: Ordinance – Cincinnati Recreation Commission: Activities Beyond the Classroom In-Kind Donation**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept an in-kind donation of goods from Activities Beyond the Classroom valued at up to \$35,000 for equipment to create a public technology lab at Hartwell Recreation Center.

Approval of this Ordinance would authorize the City Manager to accept an in-kind donation from Activities Beyond the Classroom (ABC) of equipment valued at \$35,000 to create a public technology lab at Hartwell Recreation Center.

Activities Beyond the Classroom, a local Cincinnati company, generously offered to donate equipment to create a public technology lab at Hartwell Recreation Center. The new technology lab will allow members of the public to access state of the art equipment including Microsoft Surface Studio 2 computers, Apple iPad tablets, a color laser printer, and a 3D printer. This equipment is intended to help remove barriers to accessing technology.

This in-kind donation falls outside the parameters of Ordinance No. 0062-2024, which authorized ongoing in-kind donations valued in amounts up to \$5,000, and therefore requires discrete approval.

There are no new FTEs/full time equivalents or matching funds associated with the acceptance of this in-kind donation.

Acceptance of this donation is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different groups of people” as well as the “Collaborate” strategy to “[u]nite our [c]ommunities” as described on pages 149-151 and 210-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to accept an in-kind donation of goods from Activities Beyond the Classroom valued at up to \$35,000 for equipment to create a public technology lab at Hartwell Recreation Center.

WHEREAS, Activities Beyond the Classroom, a local Cincinnati company, generously offered to donate goods valued at up to \$35,000 for equipment to create a public technology lab at Hartwell Recreation Center; and

WHEREAS, the new technology lab will allow members of the public to access state of the art equipment including Microsoft Surface Studio 2 computers, Apple iPad tablets, a color laser printer, and a 3D printer; and

WHEREAS, this equipment is intended to help remove barriers to accessing technology; and

WHEREAS, authorization to accept this in-kind donation is necessary due to the value of the in-kind donation exceeding the \$5,000 maximum value for individual in-kind contributions authorized via Ordinance No. 62-2024; and

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

WHEREAS, creating a technology lab at Hartwell Recreation Center is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different groups of people” as well as the “Collaborate” strategy to “[u]nite our [c]ommunities” as described on pages 149-151 and 210-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept an in-kind donation of goods from Activities Beyond the Classroom valued at up to \$35,000 for equipment to create a public technology lab at Hartwell Recreation Center.

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



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

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

May 20, 2024

**To:** Members of the Budget and Finance Committee 202401445

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

**Subject: Ordinance – Cincinnati Recreation Commission: Bond Hill Recreation Field Donation (B Version)**

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Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the City Manager to accept a donation of \$89,000 from the Reds Community Fund to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the Director of Finance to deposit a donation of \$89,000 from the Reds Community Fund into Fund 319, “Contributions For Recreation Purposes,” to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the City Manager to transfer and appropriate \$89,000 from the unappropriated surplus of Fund No. 319, “Contributions For Recreation Purposes,” into newly established capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; and **AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from Playground Equipment Services valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area

The B Version of this Ordinance represents a change in the structure of the donation. Previously, the donation was an in-kind donation of goods and professional services valued at up to \$150,000 from Playground Equipment Services for the installation of a turf infield at the Bond Hill Recreation Area. The donation now includes an in-kind donation of goods and professional services valued at up to \$61,000 from Playground Equipment Services with an \$89,000 monetary donation from the Reds Community Fund (RCF). The monetary donation will be deposited into Contributions For Recreation Purposes Fund 319 and then transferred to newly established capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” which is established by this Ordinance.

Playground Equipment Services, a local Cincinnati company, generously offered to donate a turf infield for the baseball field at the Bond Hill Recreation Area, including construction materials and labor associated with the installation. Playground

Equipment Services will be responsible for ensuring the project is constructed in compliance with all applicable state and local rules, regulations, and building codes, and will provide necessary design drawings and obtain necessary permits.

This in-kind donation falls outside the parameters of Ordinance No. 0062-2024, which authorized ongoing in-kind donations valued in amounts up to \$5,000, and therefore requires discrete approval.

There are no new FTEs/full time equivalents or matching funds associated with the acceptance of this in-kind donation.

Acceptance of this donation is in accordance with the “Live” goal to “[b]uild a robust public life” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 149 and 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**ESTABLISHING** new capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the City Manager to accept a donation of \$89,000 from the Reds Community Fund to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the Director of Finance to deposit a donation of \$89,000 from the Reds Community Fund into Fund 319, “Contributions For Recreation Purposes,” to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; **AUTHORIZING** the City Manager to transfer and appropriate \$89,000 from the unappropriated surplus of Fund No. 319, “Contributions For Recreation Purposes,” into newly established capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” to provide resources for the installation of a turf infield at the Bond Hill Recreation Center; and **AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from Playground Equipment Services valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area.

WHEREAS, the Cincinnati Reds Community Fund generously has donated funds and Playground Equipment Services has donated goods and professional services to allow for the installation of a turf infield at the Bond Hill Recreation Center; and

WHEREAS, Playground Equipment Services will be responsible for ensuring the project is constructed in compliance with all applicable state and local rules, regulations, and building codes, and will provide necessary design drawings and obtain necessary permits; and

WHEREAS, the donated goods and services will be provided by Playground Equipment Services pursuant to a separate donation agreement being negotiated between the Cincinnati Recreation Commission and Playground Equipment Services; and

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

WHEREAS, acceptance of this donation is in accordance with the “Live” goal to “[b]uild a robust public life” and the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on pages 149 and 209 of Plan Cincinnati (2012); now, therefore

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

Section 1. That new capital improvement program project account no. 980x199x241917, “Bond Hill Baseball Field RCF,” is established to provide resources for the installation of a turf infield at the Bond Hill Recreation Center.

Section 2. That the City Manager is authorized to accept a donation of \$89,000 from the Reds Community Fund to provide resources for the installation of a turf infield at the Bond Hill Recreation Center.

Section 3. That the Director of Finance is authorized to deposit a donation of \$89,000 from the Reds Community Fund into Fund 319, "Contributions For Recreation Purposes," to provide resources for the installation of a turf infield at the Bond Hill Recreation Center.

Section 4. That the City Manager is authorized to transfer and appropriate \$89,000 from the unappropriated surplus of Fund No. 319, "Contributions for Recreation Purposes," into newly established capital improvement program project account no. 980x199x241917, "Bond Hill Baseball Field RCF," to provide resources for the installation of a turf infield at the Bond Hill Recreation Center.

Section 5. That the City Manager is authorized to accept an in-kind donation of goods and professional services from Playground Equipment Services valued at up to \$61,000 for the installation of a turf infield at the Bond Hill Recreation Area.

Section 6. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the donations and Section 1 through 5.

Section 7. That the City Manager is authorized to enter into any and all agreements necessary to accept and utilize the donated goods and services.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2024

Attest: \_\_\_\_\_

Clerk

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Aftab Pureval, Mayor

May 20, 2024

**To:** Members of the Budget and Finance Committee

202401424

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

**Subject: Emergency Ordinance – Authorizing a Property Sale Agreement with 101 West Fifth, LLC**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Property Sale Agreement with 101 West Fifth LLC, pursuant to which the City will vacate and convey approximately 0.0382 acres of public right-of-way, being a portion of West Fifth Street in the Central Business District of Cincinnati; and **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of 101 West Fifth LLC pursuant to which the City will grant an encroachment easement over a portion of Race Street in the Central Business District.

### **BACKGROUND/CURRENT CONDITIONS**

The project involves the renovation of 101 West Fifth Street located in the Central Business District at the corner of 5<sup>th</sup> Street and Race Street. Council previously approved Ordinance No. 100-2024 authorizing a Property Sale, Funding, and Development Agreement which authorized the sale of the project property from the City to 3CDC and provided City incentives to support the project.

The renovation plans include ground floor restaurant space that will incorporate outdoor dining space within existing right of way. 3CDC and the City have conducted and reviewed traffic studies concluding that one of the eastbound right turn lanes along 5<sup>th</sup> Street can be removed to allow for expanding the sidewalk, accommodating the outdoor dining space and maintaining a proper width for the pedestrian path. The fair market value of the right of way to be vacated and sold to facilitate these plans is \$92,000. Additionally, the building renovation will also include facade elements from the second floor to the roofline that will protrude into the Race Street right of way. The fair market value of the easement is \$2,900. The agreement authorizes granting both property interests for below fair market value.

### **DEVELOPER INFORMATION**

101 West Fifth, LLC is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over \$1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces. Furthermore,

3CDC manages several of the City's public spaces, including Fountain Square, which is near this property.

**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to confirm City support prior to financial closing and so that construction can commence at the earliest possible time.

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

## EMERGENCY

ZDS

- 2024

**AUTHORIZING** the City Manager to execute a Property Sale Agreement with 101 West Fifth LLC, pursuant to which the City will vacate and convey approximately 0.0382 acres of public right-of-way, being a portion of West Fifth Street in the Central Business District of Cincinnati; and **AUTHORIZING** the City Manager to execute a Grant of Easement in favor of 101 West Fifth LLC pursuant to which the City will grant an encroachment easement over a portion of Race Street in the Central Business District.

WHEREAS, the City of Cincinnati (the “City”) owns (i) approximately 0.0382 acres of public right-of-way, being a portion of West Fifth Street (the “Sale Property”), and (ii) approximately 0.0037 acres Race Street (the “Easement Property”), which are under the management of the City’s Department of Transportation and Engineering (“DOTE”), and which are more particularly depicted and described in the Property Sale Agreement attached as Attachment A hereto; and

WHEREAS, 101 West Fifth LLC (“Developer”), an affiliate of Cincinnati Center City Development Corporation (“3CDC”), owns real property abutting the Sale Property and the Easement Property, which property was most recently occupied by Saks Fifth Avenue, and which the City previously sold to Developer to facilitate the redevelopment of the vacant structure located thereon into approximately 62,000 square feet of renovated office space and approximately 13,000 square feet of renovated commercial space (the “Project”); and

WHEREAS, Developer has requested that (i) the City vacate and convey the Sale Property to Developer, and (ii) grant an easement to Developer for an encroachment upon the Easement Property (the “Easement”) to facilitate the Project; and

WHEREAS, Angela L. Hahn, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that Developer and the City own all real property abutting the Sale Property and the Easement Property; and

WHEREAS, pursuant to Ohio Revised Code Section 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Sale Property is not needed for transportation purposes or any other municipal purpose, (ii) there is good cause to vacate the Sale Property, (iii) the vacation of the Sale Property will not be detrimental to the general interest, (iv) granting the Easement to Developer is not adverse to the



City's retained interest in the Easement Property, and (v) granting the Easement will not have an adverse effect on the usability or accessibility of any existing transportation facilities located on the Easement Property; and

WHEREAS, the City's Real Estate Services Division has determined, by a professional appraisal, that (i) the fair market value of the Sale Property is approximately \$92,000, and (ii) the fair market value of the Easement is \$2,900; however, to facilitate the Project, the City desires to convey the Sale Property and grant the Easement to Developer for less than fair market value, namely, for \$1.00, because the City anticipates that it will receive economic and non-economic benefits that equal or exceed the fair market value of the Sale Property and the Easement because the City anticipates that the Project will stimulate economic activity and growth in the Central Business District; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale and the encumbrance of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, eliminating competitive bidding in connection with the City's sale of the Sale Property and the grant of the Easement is appropriate because the City has developed a comprehensive strategy for the redevelopment of the area generally surrounding the Duke Energy Convention Center along Race Street, Central Avenue, Fourth Street, and Sixth Street (the "Convention Center Redevelopment District"), and the City has engaged 3CDC to provide general planning, development, and management services as it relates to the revitalization of certain properties located within the Convention Center Redevelopment District; 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 acquire, construct, enlarge, improve, or equip, and to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, in furtherance of the foregoing public purposes, 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 because the Project will bring the Project site to productive use and stimulate economic growth in the Central Business District for the economic benefit of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation and conveyance of the Sale Property and the grant of the Easement at its regularly scheduled meeting on March 15, 2024; 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 Property Sale Agreement (the "Agreement") with 101 West Fifth LLC, an Ohio limited liability company

(“Developer”), in substantially the form attached as Attachment A hereto, pursuant to which the City of Cincinnati (the “City”) will (a) vacate and convey to Developer approximately 0.0382 acres of public right-of-way, being a portion of West Fifth Street, as more particularly described on Attachment B hereto (the “Sale Property”); and (b) grant to Developer an easement to construct and maintain an encroachment (“Easement”) over approximately 0.0037 acres of Race Street (the “Easement Property”), as more particularly described on Attachment A hereto.

Section 2. That the Sale Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and convey the Sale Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That granting the Easement to Developer (a) is not adverse to the City’s retained interest in the Easement Property; and (b) will not have an adverse effect on the usability or accessibility of any existing transportation facilities located on the Easement Property.

Section 4. That the City’s Real Estate Services Division has determined, by a professional appraisal, that (a) the fair market value of the Sale Property is approximately \$92,000; and (b) the fair market value of the Easement Property is \$2,900; however, the City is justified in conveying the Sale Property and granting the Easement to Developer for less than fair market value, namely, for \$1.00, because the City anticipates that it will receive economic and non-economic benefits that are anticipated to equal or exceed the aggregate fair market value of the Sale Property and the Easement because the City anticipates that Developer’s use of the Sale Property and the Easement will stimulate economic activity and growth in the Central Business District.

Section 5. That eliminating competitive bidding in connection with the City’s sale of the Sale Property is in the best interest of the City because the Sale Property and the Easement

Property are located in the Convention Center District, which surrounds Duke Energy Convention Center and is generally bounded by Race Street, Central Avenue, 4th Street, and 6th Street (collectively, the “District”), and the City has engaged Cincinnati Center City Development Corporation (3CDC), an affiliate of Developer, to provide general planning, development, and management services as it relates to the revitalization of certain properties located within the District.

Section 6. That the proceeds from the sale of the Sale Property and the grant of the Easement, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City’s Real Estate Services Division in connection with the sale, and that the City’s Finance Director is hereby authorized to deposit amounts in the excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That, pursuant to Ohio Revised Code Section 723.041, any affected public utility shall be deemed to have a permanent easement in the Sale Property to maintain, operate, renew, reconstruct, and remove its utility facilities and to access said utility facilities.

Section 8. That the Sale Property is hereby vacated as public right-of-way effective upon the City Manager’s approval and execution of documentation effectuating such vacation, and the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents described in or contemplated by the Agreement to facilitate the vacation and sale of the Sale Property and the grant of the Easement to Developer.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder’s Office.

Section 10. 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 urgency for Developer to commence its redevelopment efforts at the project site at the earliest possible time.

Passed: \_\_\_\_\_, 2024

\_\_\_\_\_  
Aftab Pureval, Mayor

Attest: \_\_\_\_\_  
Clerk

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

Project: Vacation of a portion  
of West 5<sup>th</sup> Street

## PROPERTY SALE AGREEMENT

THIS PROPERTY SALE 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, OH 45202 (the "**City**") and **101 WEST FIFTH LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Developer**").

### Recitals:

A. The City formerly owned certain real property located at 101 West Fifth Street in the Central Business District of Cincinnati, which property is more particularly described on Exhibit A (*Legal Description – the Property*) hereto (the "**Property**"). The Property was under the management of the City's Department of Community and Economic Development ("**DCED**").

B. Pursuant to a separate *Property Sale, Funding, and Development Agreement* (the "**Development Agreement**"), authorized by Ordinance No. 100-2024 passed by Cincinnati City Council on March 20, 2024, the City sold the Property to Developer, an affiliate or wholly owned subsidiary of Cincinnati Center City Development Corporation ("**3CDC**"), to facilitate the redevelopment of the vacant structure located on the Property into approximately 62,000 square feet of renovated office space and approximately 13,000 square feet of renovated commercial space, at an estimated total project cost of approximately \$28,031,300, including, without limitation, the undertaking of various public infrastructure improvements concerning the demolition of an existing skywalk over Race Street connecting the Property to the adjacent Carew Tower and certain streetscape improvements (the "**Project**").

C. The City owns the public rights-of-way adjoining the Property, namely, West Fifth Street and Race Street (the "**ROW Property**"), which ROW Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

D. In furtherance of the Project, Developer has petitioned the City to vacate and sell to Developer certain portions of the ROW Property, as more particularly depicted on Exhibit B (*Vacation Plat*) and described on Exhibit C (*Quitclaim Deed – the Property*) hereto (the "**Sale Property**"). Additionally, Developer has petitioned the City to grant and convey to Developer certain easement rights upon certain portions of the ROW Property, as more particularly described and depicted on Exhibit D (*Form Grant of Easement*) hereto (the "**Encroachment Easement**"). The City is agreeable to convey the Sale Property and the Encroachment Easement to Developer, subject to the terms and conditions set forth herein.

E. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for any municipal purpose.

F. The City Manager, in consultation with DOTE, has determined that (i) the Sale Property is not needed for transportation or any other municipal purposes, and that the City's vacation and sale of the Sale Property will not be detrimental to the public interest; (ii) the Encroachment Easement will not have an adverse effect on the City's retained interest in the ROW Property; (ii) the Encroachment Easement will not unreasonably interfere with the City's use of the ROW Property for municipal purposes; (iii) granting the Encroachment Easement will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) conveying the Sale Property and granting the {00400720-4}

Encroachment Easement to Developer without competitive bidding is in the best interest of the City because, the City has developed a comprehensive strategy for the redevelopment of the area generally surrounding the Duke Energy Convention Center along Race Street, Central Avenue, Fourth Street, and Sixth Street (the “**Convention Center Redevelopment District**”), and has engaged 3CDC, or an affiliate or subsidiary thereof, to provide general planning, development, and management services as it relates to the revitalization of certain properties located within the Convention Center Redevelopment District, and, as a practical matter, no one other than an adjoining property owner would have any use for the Sale Property and the Encroachment Easement.

G. Angela L. Hahn, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney’s Certificate of Title dated [\_\_\_\_], certifying that following the sale of the Property to Developer, Developer will own all real property abutting the Sale Property.

H. The City’s Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the Sale Property is \$92,000, and (ii) the fair market value of the Encroachment Easement is \$2,900, however, the City is agreeable to convey the aforementioned real property interests for \$1.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the aggregate fair market value of the Sale Property and the Encroachment Easement because the City anticipates that the Project will stimulate economic activity and growth in the Central Business District through the renovation and reactivation of the vacant structure located at the Property and enhancing the streetscape surrounding the Property.

I. 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.

J. The City believes that the Project and associated vacation and sale of the Sale Property and grant of the Encroachment Easement is in the vital and best interests of the City and the health, safety, and welfare of their residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

K. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s sale and vacation of the Sale Property to Developer, and the conveyance of the Encroachment Easement to Developer at its meeting on March 15, 2024.

L. Execution of this Agreement was authorized by Ordinance No. [\_\_\_\_]-2024, passed by Cincinnati City Council on [\_\_\_\_], 2024.

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

**1. Purchase Price; Condition.**

(A) Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property and grant and convey the Encroachment Easement to Developer, and Developer hereby agrees to purchase the Sale Property and the Encroachment Easement from the City. The purchase price of the transaction shall be \$1.00 (the “**Purchase Price**”).

(B) Condition of Sale Property and Encroachment Easement Area. Developer acknowledges that it is familiar with the condition of the Sale Property, and, at the Closing (as defined below), the City shall convey the Sale Property and the Encroachment Easement to Developer in “as is” condition with all

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faults and defects, known or unknown. The City makes no representations or warranties concerning the title, condition, or characteristics of the Sale Property and the Encroachment Easement area or the suitability or fitness of the same for any purpose. Developer acknowledges and agrees that it is not relying upon any such representations or warranties from the City and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Sale Property and Encroachment Easement area.

## 2. Closing.

(A) Conditions. The closing on the City's conveyance of the Sale Property and Encroachment Easement to Developer (the "**Closing**") shall not occur unless and until the following conditions have been satisfied or waived (the "**Conditions**"); *provided, however*, that if the City, at its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, then the City may, if appropriate, include such Conditions in the conveyance instruments to Developer or handle such Conditions post-Closing. Developer shall perform all work and investigations and obtain and prepare all necessary documents to satisfy the Conditions at no cost to the City.

- (i) Title & Survey: Developer's approval of title to the Sale Property and Encroachment Easement area, if obtained by Developer, an ALTA property survey of the Sale Property and Encroachment Easement area;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Developer's approval of inspections of the Sale Property and Encroachment Easement area, including, without limitation, environmental assessments and soil assessments, all matters concerning utility service for the Sale Property and Encroachment Easement area, and all zoning and building code requirements that apply to the Sale Property and Encroachment Easement area;
- (iii) Certificate of Title: Developer shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property;
- (iv) Plats and Legal Descriptions: Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City's vacation and sale of the Sale Property and conveyance of the Encroachment Easement area, including, but not limited to an acceptable survey plat and legal description with closure of the Sale Property and Encroachment Easement area to accompany the transfer and recording of the conveyance instruments;
- (v) Coordinated Report Conditions CR #4-2024 & CR #60-2023:
  - (a) DOTE:
    - 1. The construction of a new curb and sidewalk to replace the right turn lane from 5th Street to Race Street must be built by Developer. The sidewalk and infrastructure plan must be approved by DOTE and be built in compliance with DOTE standards. Traffic infrastructure approval is required prior to installation.
    - 2. The existing traffic signal, street lights, and traffic control poles, as well as all existing street trees and tree wells, the existing fire hydrant, and the existing stormwater inlet, and all associated infrastructure facilities shall be removed and relocated to the new sidewalk curb line so as to align with the plan

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design of the adjacent east and west blocks. DOTE will direct what infrastructure is needed in the right of way.

3. The note for the street grate of "adjust to grade" will need more information as it appears the curb runs through it. This may need to be relocated.
4. Ten feet minimum of clear pedestrian width is required for the public sidewalk (14 feet from the curb). This is to be clear of all obstructions, including but not limited to tree wells.
5. [Intentionally Omitted].

(b) Greater Cincinnati Water Works ("GCWW"): Developer must relocate or adjust the location of the existing fire hydrant with respect to the new curb. Developer's engineer must prepare plans for GCWW approval for the fire hydrant relocation and disconnection of two abandoned branches (5/8" branch no. 26927 and 3/4" branch no. 229923) and complete construction. Please submit plans to Phil Young. Approved plans and contractor's bond and letter of intent will be required before construction can start. An inspector must be on site for all work related to the fire hydrant relocation. Plan review and Inspection/Chlorination fees will apply. Any damage caused to the public water system during the proposed construction must be repaired to GCWW's satisfaction entirely at Developer's cost.

(c) Altafiber: The existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work required to relocate the facilities as a result of this request will be handled entirely at the Developer's expense.

(d) Parks:

1. A Public Tree Work Permit shall be required prior to proceeding work within 15 feet of a public street tree.
2. If proposed work requires removal of street trees, compensation shall be made prior to any removal.

(B) Right to Terminate. If either party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **12 months** of the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **May 24, 2024** or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Developer has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the Sale Property in the form of Exhibit C and grant and convey the Encroachment Easement to Developer in the form of Exhibit D. Developer shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer

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shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents necessary for the Closing in such forms as approved by the City. The City shall not, however, be required to execute a title affidavit at Closing or other similar documents pertaining to title. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Developer to the City. The provisions of this Agreement shall survive the City's execution and delivery of the conveyance instruments and shall not be deemed to have been merged therein.

### **3. Improvements to Public Right-of-Way.**

(A) Design and Construction of Improvements. Developer hereby agrees to design and construct the Project, as depicted in the Development Agreement, in accordance with plans and specifications approved in writing by DOTE. After Closing, Developer shall have applied for the required permits from DOTE to improve the dedicated public right-of-way. The parties acknowledge and agree that upon completion of construction on West Fifth Street the public improvements are subject to approvals and warranties as required by DOTE.

(B) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary street opening permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances and other governmental requirements applicable to the construction of the improvements, including without limitation those set forth on Exhibit F (Additional City Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits or other approvals from the City's Department of Planning and Engagement, DOTE, other City departments, the City Planning Commission, or City Council that may be required in connection with the improvement of the public right-of-way.

(C) Reports and Inspections during Construction. During construction, the City, its employees, and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the improvements are not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its judgment and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense.

(D) Mechanics Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Dedication Property during construction. If a mechanics' lien shall at any time be filed, Developer shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.

### **4. Insurance; Indemnification.**

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management prior to closing. 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

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VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

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

(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.

## 5. Default; Remedies.

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

(i) The failure of Developer to perform any obligation under this Agreement, and failure by Developer to correct such failure within thirty (30) 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 within 30 days, Developer shall not be in default so long as Developer commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. The foregoing notwithstanding, 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, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors; or

(iii) The filing of any bankruptcy or insolvency proceedings against Developer, or the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of Developer's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) terminate this Agreement by giving Developer written notice thereof, (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 default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. 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 of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant

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or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

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

To the City:

City of Cincinnati  
805 Central Avenue, 7<sup>th</sup> Floor  
Attn: DCED Director  
Cincinnati, OH 45202

To Developer:

101 West Fifth LLC  
1203 Walnut Street, 4<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
Attn: Legal

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

**7. Representations, Warranties, and Covenants.** Developer 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, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

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

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

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

(vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the proposed development project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material

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fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Neither Developer nor any of its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

## **8. 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 the public right-of-way improvements, this Agreement, or Developer's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the public right-of-way improvements, 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.

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

## **9. General Provisions.**

(A) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits), together with the Property Sale, Funding, and Development Agreement contain 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 the Property Sale, Funding, and Development Agreement are in conflict with the specific provisions of the Property Sale, Funding, and Development Agreement, the specific provisions of the Property Sale, Funding, and Development Agreement shall control.

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

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

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

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(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. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of 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.

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

**10. Counterparts; E-Signature**. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

Exhibit A (*Legal Description – the Property*)

Exhibit B (*Vacation Plat*)

Exhibit C (*Quitclaim Deed – the Property*)

Exhibit D (*Form Grant of Easement*)

Exhibit E (*Additional City Requirements*)

[SIGNATURE PAGES FOLLOW]

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This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the “**Effective Date**”).

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

Approved as to Form:

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

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

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

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

By: \_\_\_\_\_  
Karen Alder, City Finance Director

[ *Developer's Signature Page Follows* ]

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**101 WEST FIFTH LLC**, an Ohio limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

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**Exhibit A**

to Property Sale Agreement

*Legal Description – the Property*

**Property Address:** 101 West 5th Street, Cincinnati, Ohio 45202

**Auditor's Parcel No.:** 145-0001-B215-00, 145-0001-A215-00, 145-0001-0215-00

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being part of In Lots 265, 266, 267, 290, 291 and 292 by Israel Ludlow and Joel Williams as recorded in Deed Book E-2, Pages 66 and 67 Hamilton County, Ohio Recorder's Office, and being more particularly described as follows:

From the intersection of the South line of Fifth Street (now a 76-foot street) and the east line of Elm Street (now a 76-foot street) (as Fifth Street and Elm Street were widened by Ordinance No. 366-1985 of Cincinnati City Council, passed August 7, 1985); thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 192.69 feet to the Place of Beginning; thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 196.00 feet to the intersection of the south line of Fifth Street as widened and the west line of Race Street (now a 68 foot street as widened by the above Ordinance No. 366- 1985); thence along the west line of Race Street as widened South 8° 58' 50" East for a distance of 234.36 feet to a point in a line 154.00 feet north of and parallel with the north line of Fourth Street (a 66 foot street); thence along said line South 81° 11' West for a distance of 196.92 feet to a point in a line perpendicular to the south line of Fifth Street as widened at a point in the south line 196.00 feet West of Race Street as widened; thence along said perpendicular line North 8° 45' 20" West for a distance of 234.57 feet to the Place of Beginning.

Containing an area of 46,063 square feet, more or less.

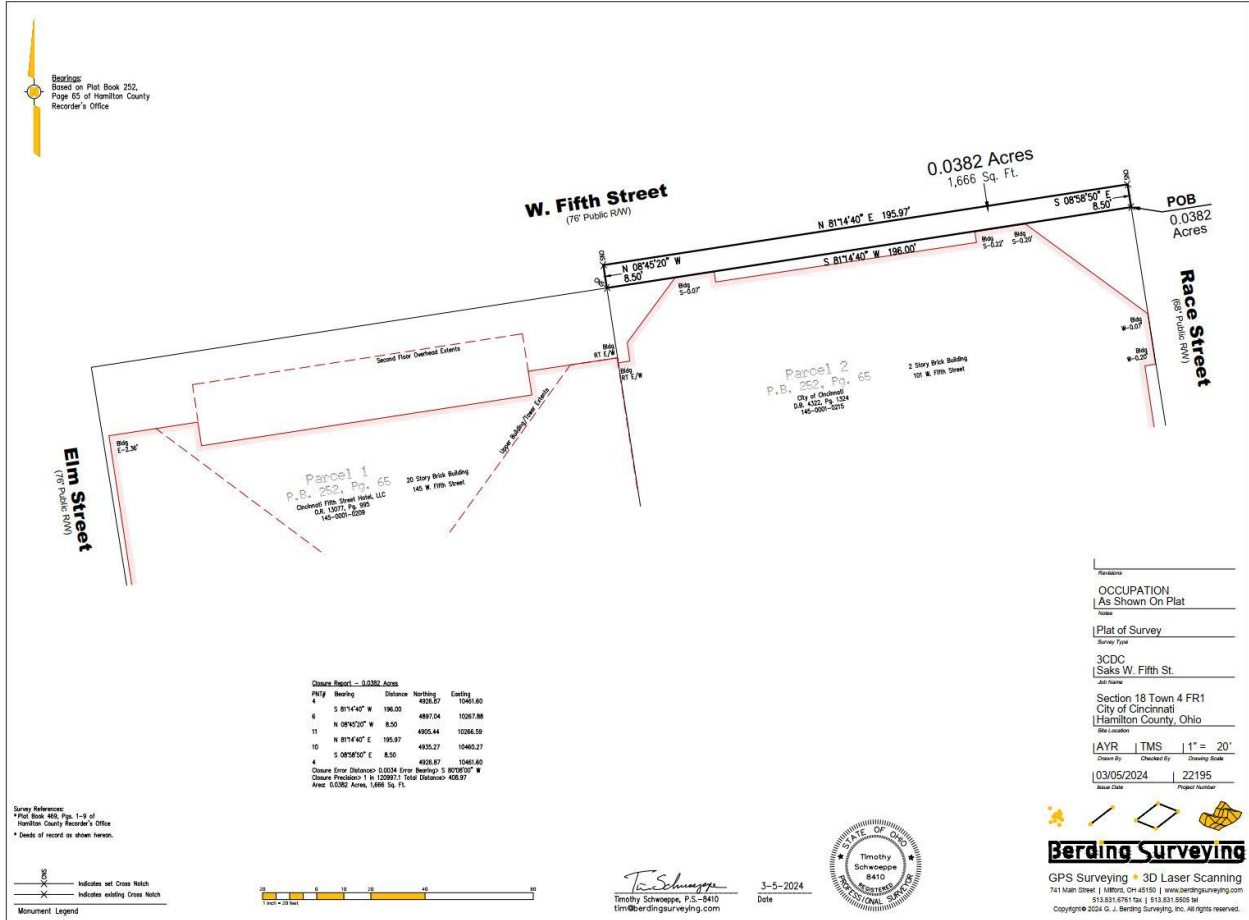
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# Exhibit B

to Property Sale Agreement

Vacation Plat



{00400720-4}

**Exhibit C**

to Property Sale Agreement

*Quitclaim Deed – the Property*

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[SPACE ABOVE FOR RECORDER'S USE]

**QUIT CLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **101 WEST FIFTH LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Grantee**”), all of the City’s right, title and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description*) hereto (the “**Property**”).

Property Address:                      None; a portion of former public right-of-way designated as West Fifth Street  
Auditor’s Parcel ID Nos.:            None  
Prior instrument reference:         None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. [\_\_\_\_]-2024, passed by Cincinnati City Council on [\_\_\_\_], 2024, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of West Fifth Street for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

This conveyance was authorized by Ordinance No. [\_\_\_\_]-2024, passed by Cincinnati City Council on [\_\_\_\_], 2024.

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

- Exhibit A – *Vacation Plat*
- Exhibit B – *Legal Description*
- Exhibit C – *Ordinance No. [\_\_\_\_]-2024*

[ SIGNATURE PAGE FOLLOWS ]

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Executed on the date of acknowledgment.

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved as to Form:

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

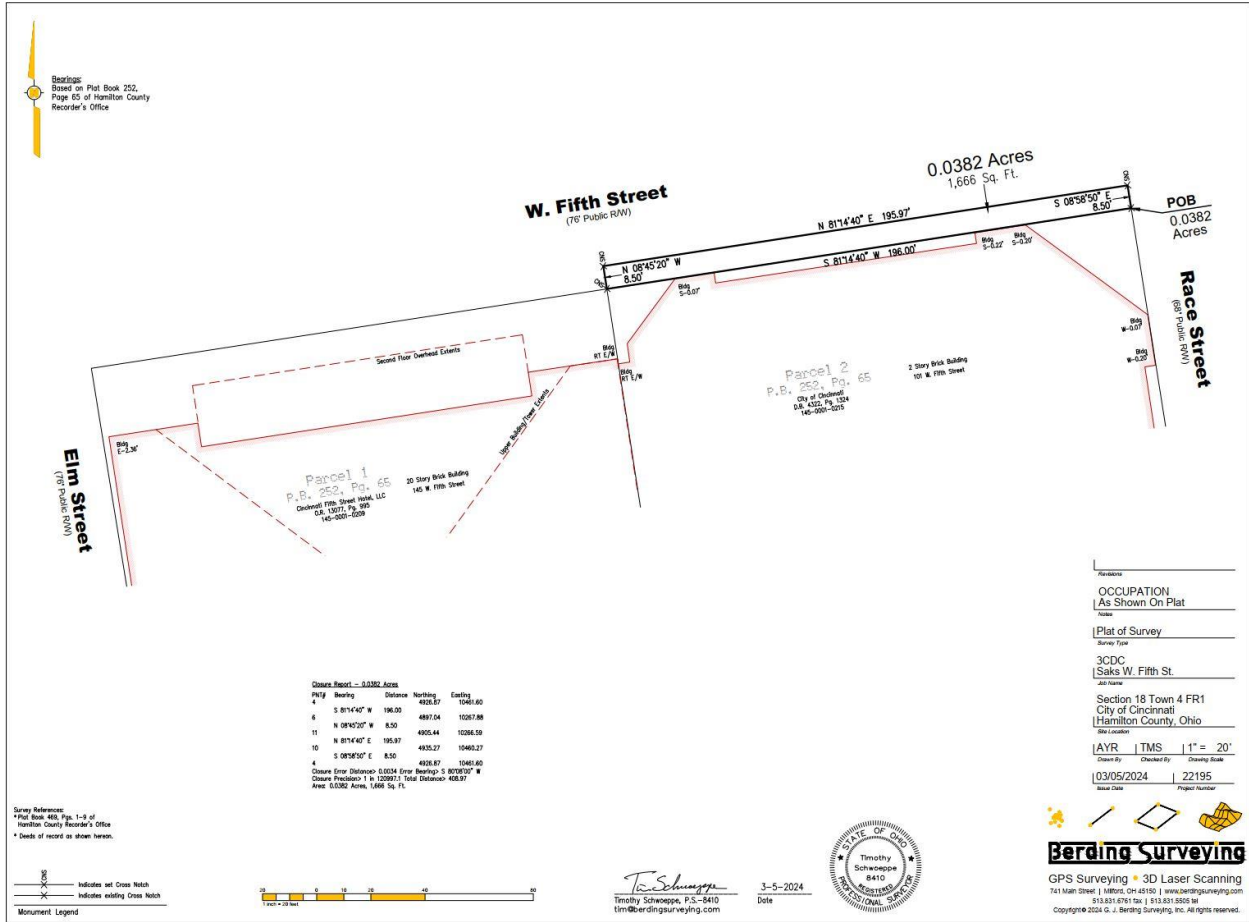
This instrument prepared by:

City of Cincinnati Law Department,  
801 Plum Street, Suite 214  
Cincinnati, Ohio 45202

{00400720-4}

**Exhibit A**  
to Quitclaim Deed

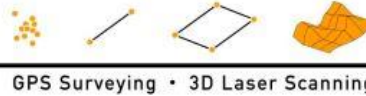
*Vacation Plat*



**Exhibit B**  
to Quitclaim Deed

*Legal Description*

**Berding Surveying**



**Description for: 3CDC – 0.0382 Acre Street Sale**  
**Location: W. Fifth Street & Race Street, City of Cincinnati**

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

**BEGINNING** at an existing cross notch at the intersection of the west line of Race Street and the south line of W. Fifth Street, said point being the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 4322, Page 1324 of the Hamilton County Recorder's Office;

Thence along the south line of said W. Fifth Street, South 81°14'40" West, 196.00 feet to a set cross notch;

Thence leaving said south line, North 08°45'20" West, 8.50 feet to a set cross notch;

Thence North 81°14'40" East, 195.97 feet to a set cross notch;

Thence South 08°58'50" East, 8.50 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0382 ACRES.** Together with and subject to all easements of record.

The bearings shown hereon are based on Plat book 252, Page 65 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on March 5, 2024. Based on Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on March 5, 2024.

The above-described area being part of W. Fifth Street right of way and is subject to additional easement area for utilities that may exist in the sale area.

  
Timothy Schwoeppe, P.S. 8410

3-5-2024  
Date



---

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • [www.berdingsurveying.com](http://www.berdingsurveying.com)

**Exhibit C**  
to Quitclaim Deed

*Ordinance No. [ ]-2024*

**Exhibit C**

to Property Sale Agreement

*Form of Encroachment Easement*

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[SPACE ABOVE FOR RECORDER'S USE]

**GRANT OF EASEMENT**

(encroachment upon a portion of Race Street)

This Grant of Easement is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **101 WEST FIFTH LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Grantee**").

Recitals:

A. By virtue of a *Quitclaim Deed* recorded on [\_\_\_], in Official Record [\_\_\_], Page [\_\_\_], Hamilton County, Ohio Recorder's Office, Grantee holds title to certain real property located at [\_\_\_] West Fifth Street, Cincinnati, OH 45202, as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) and depicted on Exhibit B (*Survey*) hereto (the "**Benefitted Property**").

B. The City owns certain real property abutting the Benefitted Property designated as the public right-of-way known as Race Street, as more particularly depicted on Exhibit B (*Survey*) hereto (the "**Property**"). The Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. Grantee has requested the City to grant an easement for an encroachment upon a portion of the Property, namely, a façade encroachment, as more particularly depicted on Exhibit B and described on Exhibit C (*Legal Description–Easement Area*) hereto (the "**Encroachment**").

D. The City Manager, in consultation with DOTE, has determined that (i) this easement will not have an adverse effect on the City's retained interest in the Property; (ii) this easement will not unreasonably interfere with the City's use of the Property for municipal purposes; (iii) granting this easement will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) granting this easement without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, an adjoining property owner, would have any use for this easement.

E. The City's Real Estate Services Division has determined that this easement's fair market value, as determined by professional appraisal, is \$2,900, however, the City is agreeable to convey this easement for \$1.00 because the City will receive economic and non-economic benefits from this conveyance that is anticipated to equal or exceed the fair market value of this easement because the easement is associated with the redevelopment of the vacant structure located on the Benefitted Property into approximately 62,000 square feet of renovated office space and approximately 13,000 square feet of renovated commercial space, at an estimated total project cost of approximately \$28,031,300, and the

City anticipates that the Project will stimulate economic activity and growth in the Central Business District.

F. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the conveyance of this easement at its meeting on March 15, 2024.

G. Cincinnati City Council authorized the execution of this easement by No. [\_\_\_\_]-2024, passed by Cincinnati City Council on [\_\_\_\_], 2024.

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

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a non-exclusive easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Encroachment, as more particularly identified on Exhibit B, and described on Exhibit C hereto (the “**Easement**” or the “**Easement Area**,” as applicable). Once installed, Grantee shall only make alterations, additions, enlargements, or modifications to the Encroachment within the Easement Area with the prior written consent of the City. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Area. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Area or the suitability or fitness of the Easement Area for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The rights granted to Grantee herein shall be subordinate and subject to the City’s rights to manage, operate, and maintain the Main Street public right-of-way in the best interest of the public health, safety, and general welfare, as determined by the City.

2. Utilities. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Area (“**Third-Party Utility Lines**”). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers to enter upon the Property from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Area. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers’ access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee’s construction, installation, use, occupancy, operation, or maintenance of the Encroachment.

3. Permitted Use. Grantee shall solely use the Easement Area to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Encroachment. Grantee shall not use or permit the use of the Easement Area in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of the Property, as determined by the City.

4. Termination. Notwithstanding anything herein to the contrary, the Easement shall automatically terminate (i) upon the complete or respective partial demolition, without rebuilding within one year of such demolition, of the Encroachment within the Easement Area, such that the Easement would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Easement Area or any portion thereof for a municipal purpose, including, without limitation, to comply with Americans with Disabilities Act (“**ADA**”) regulations or accessibility standards; or (iii) upon written notice from the City if the City determines that the Encroachment is creating a public safety issue, such as noncompliance with ADA accessibility regulations, or contributing to adverse impacts on the usability or accessibility of the Property, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner.



5. Maintenance and Repairs. At no cost to the City, Grantee shall construct the Encroachment in accordance with the plans and specifications approved by DOTE and in accordance with applicable code standards. Once installed, Grantee shall maintain the Encroachment in continuous good condition and repair, ordinary wear and tear excepted, at no cost to the City. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements.

6. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained (i) a policy of Commercial General Liability insurance, naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Encroachment, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Encroachment and this grant of easement.

7. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Area (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

8. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Area in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Encroachment.

9. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to DOTE's satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have the right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Property until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

10. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

11. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

12. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal

delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. Counterparts and Electronic Signatures. This instrument may be executed and delivered by electronic signature; any original signatures initially delivered electronically shall be physically delivered as soon as reasonably possible. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

14. Exhibits. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Legal Description – Benefitted Property*  
Exhibit B – *Survey*  
Exhibit C – *Legal Description – Easement Area*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved as to Form by:

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

*[Grantee Signature Page Follows]*

ACCEPTED AND AGREED TO BY:

**101 WEST FIFTH LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of **101 WEST FIFTH LLC**, an Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

**EXHIBIT A**  
to Grant of Easement

*Legal Description – Benefitted Property*

**Property Address:** 101 West 5th Street, Cincinnati, Ohio 45202  
**Auditor's Parcel No.:** 145-0001-B215-00, 145-0001-A215-00, 145-0001-0215-00

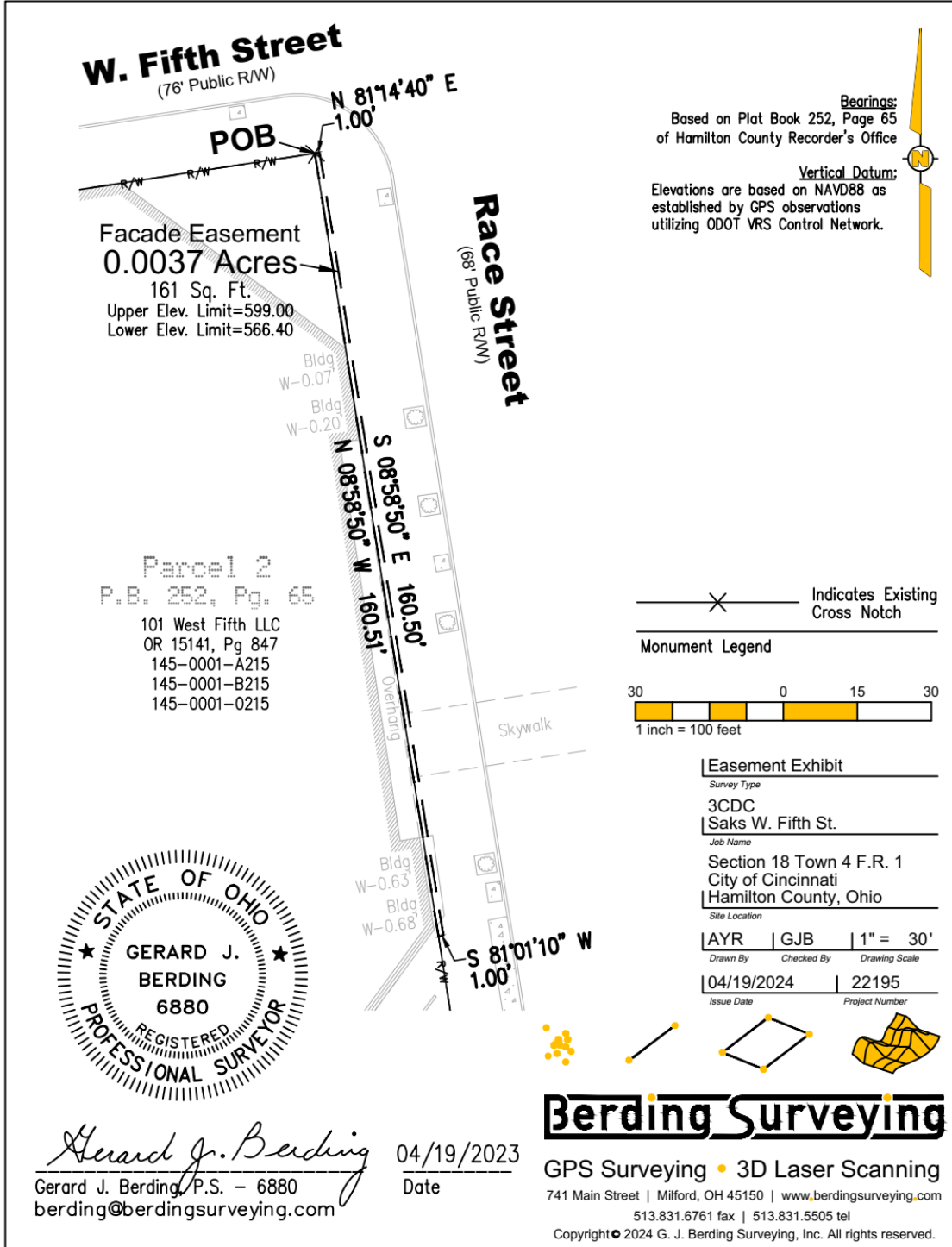
Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being part of In Lots 265, 266, 267, 290, 291 and 292 by Israel Ludlow and Joel Williams as recorded in Deed Book E-2, Pages 66 and 67 Hamilton County, Ohio Recorder's Office, and being more particularly described as follows:

From the intersection of the South line of Fifth Street (now a 76-foot street) and the east line of Elm Street (now a 76-foot street) (as Fifth Street and Elm Street were widened by Ordinance No. 366-1985 of Cincinnati City Council, passed August 7, 1985); thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 192.69 feet to the Place of Beginning; thence continuing along the south line of Fifth Street as widened North 81° 14' 40" East for a distance of 196.00 feet to the intersection of the south line of Fifth Street as widened and the west line of Race Street (now a 68 foot street as widened by the above Ordinance No. 366- 1985); thence along the west line of Race Street as widened South 8° 58' 50" East for a distance of 234.36 feet to a point in a line 154.00 feet north of and parallel with the north line of Fourth Street (a 66 foot street); thence along said line South 81° 11' West for a distance of 196.92 feet to a point in a line perpendicular to the south line of Fifth Street as widened at a point in the south line 196.00 feet West of Race Street as widened; thence along said perpendicular line North 8° 45' 20" West for a distance of 234.57 feet to the Place of Beginning.

Containing an area of 46,063 square feet, more or less.

**EXHIBIT B**  
to Grant of Easement

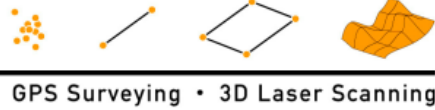
Survey



**EXHIBIT C**  
to Grant of Easement

*Legal Description – Easement Area*

**Berding Surveying**



GPS Surveying • 3D Laser Scanning

**Description for: 3CDC – 0.0037 Acre Facade Easement**  
**Location: Race Street, City of Cincinnati**

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

**BEGINNING** at an existing cross notch at the intersection of the south line of W. Fifth Street and the west line of Race Street, said point being the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 4322, Page 1324 of the Hamilton County Recorder's Office;

Thence North 81°14'40" East, 1.00 feet;

Thence South 08°58'50" East, 160.50 feet;

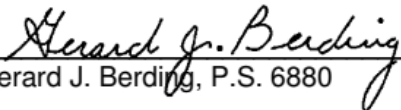
Thence South 81°01'10" West, 1.00 feet to a point in the west line of aforementioned Race Street;

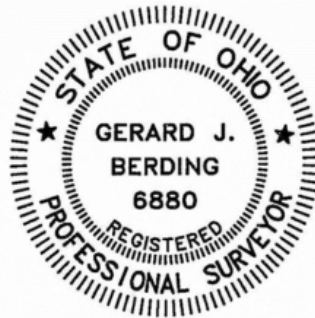
Thence with the west line of said Race Street, North 08°58'50" West, 160.51 feet to the **POINT OF BEGINNING.**

**CONTAINING 0.0037 ACRES.** Subject to legal highways and easements of record. The described easement lies entirely within the right of way of Race Street. The upper elevation limit of the easement is 566.40 feet and the lower elevation limit of the easement is 599.00 feet.

The bearings shown hereon are based on Plat book 252, Page 65 of the Hamilton County Recorder's Office. The vertical datum is based on NAVD88 as established by GPS observations utilizing ODOT VRS Control Network.

Prepared by G.J. BERDING SURVEYING, INC. on April 19, 2024. Based on Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 19, 2024.

  
Gerard J. Berding, P.S. 6880



04/19/2024  
Date

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • [www.berdingsurveying.com](http://www.berdingsurveying.com)

## Exhibit F

to Property Sale Agreement

### *Additional City 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 15<sup>th</sup>. 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.

(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 suspended or 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.

Attachment B

Legal Description



GPS Surveying • 3D Laser Scanning

**Description for: 3CDC – 0.0382 Acre Street Sale**  
**Location: W. Fifth Street & Race Street, City of Cincinnati**

Situated in Section 18, Town 4, Fractional Range 1, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

**BEGINNING** at an existing cross notch at the intersection of the west line of Race Street and the south line of W. Fifth Street, said point being the northeast corner of a tract conveyed to City of Cincinnati in Deed Book 4322, Page 1324 of the Hamilton County Recorder's Office;

Thence along the south line of said W. Fifth Street, South 81°14'40" West, 196.00 feet to a set cross notch;

Thence leaving said south line, North 08°45'20" West, 8.50 feet to a set cross notch;

Thence North 81°14'40" East, 195.97 feet to a set cross notch;

Thence South 08°58'50" East, 8.50 feet to the **POINT OF BEGINNING**.

**CONTAINING 0.0382 ACRES.** Together with and subject to all easements of record.

The bearings shown hereon are based on Plat book 252, Page 65 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on March 5, 2024. Based on Plat of Survey prepared by G.J. BERDING SURVEYING, INC. on March 5, 2024.

The above-described area being part of W. Fifth Street right of way and is subject to additional easement area for utilities that may exist in the sale area.

  
Timothy Schwoeppe, P.S. 8410

3-5-2024  
Date



G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com





**Victoria Parks**  
*President Pro Tempore*

## MOTION

### ***Increasing Accessibility at Public Events***

As Cincinnati looks to care for all its citizens and make sure no one gets left behind, we must make sure our public events are enjoyable for all people. A typical porta potty is not wheelchair accessible, but most public events exclusively use those small porta potties for restrooms. Wheelchair accessible porta potties include larger doors to allow for the entrance and exit of wheelchairs, enough space for a wheelchair to make a three point turn, handrails, and lower toilet seats.

These units are larger and more expensive than a typical porta potty so it would be unreasonable to expect every unit to be wheelchair accessible. However, wheelchair users have the right to enjoy all of Cincinnati's events and efforts must be made to support that.

**WE MOVE** that the administration prepare a report within sixty (60) days on how to increase access to accessible toilets at public events, with one possible avenue being requiring a certain number of wheelchair accessible porta potties at large events.

  
\_\_\_\_\_

**Date:** May 15, 2024

**To:** Mayor and Members of City Council

202401358

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

**Subject:** **Ordinance – Repealing Chapter 745 in its Entirety**

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Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** the Cincinnati Municipal Code by **REPEALING** Chapter 745, “Abortion,” of the Cincinnati Municipal Code in its entirety to ensure conformity with Ohio Constitution Article I, Section 22, “The Right to Reproductive Freedom with Protections for Health and Safety.”

cc: Emily Smart Woerner, City Solicitor

EESW/CNS(dmm)  
Attachment  
398736

**MODIFYING** the Cincinnati Municipal Code by **REPEALING** Chapter 745, “Abortion,” of the Cincinnati Municipal Code in its entirety to ensure conformity with Ohio Constitution Article I, Section 22, “The Right to Reproductive Freedom with Protections for Health and Safety.”

WHEREAS, on November 7, 2023, Ohioans voted on Ohio “Issue 1,” the Right to Make Reproductive Decisions Including Abortion Initiative; and

WHEREAS, following passage of Issue 1, Ohio enshrined reproductive rights in the Ohio Constitution at Article I, Section 22, “The Right to Reproductive Freedom with Protections for Health and Safety”; and

WHEREAS, the rights bestowed upon Ohioans in the Ohio Constitution at Article I, Section 22 include the right to make and carry out one’s own reproductive decisions, including but not limited to decisions on abortion; and

WHEREAS, Cincinnati Municipal Code Chapter 745, “Abortion,” is no longer necessary, considering Ohio’s Constitutional Amendment granting the right to make and carry out one’s own reproductive decisions on abortion; now, therefore,

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

Section 1. That existing Chapter 745, “Abortion,” of the Cincinnati Municipal Code is repealed in its entirety.

Section 2. 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