



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, October 2, 2024

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MR. HARRIS

1. [202402107](#) **RESIGNATION**, submitted by Councilmember Harris, I hereby submit my resignation as a Member of Council for the City of Cincinnati effective Thursday, October 3rd 2024 at 5pm. I am honored to have served the City of Cincinnati, and will continue to serve Cincinnati and all Americans in my next role as the Deputy Assistant Secretary of Economic Development in the office of Community Planning and Development at the U.S. Department of Housing and Urban Development.

Recommendation FILE

Sponsors: Harris

CITY MANAGER

2. [202402108](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the City Manager to donate the historic Fort Washington Flag to the Cincinnati Museum Center, notwithstanding the requirements of Cincinnati Municipal Code Section 321-143 governing the disposal of City-owned personal property.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

3. [202402109](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the payment of \$4,890 from Department of Parks Private Endowment and Donations Fund 430 account no. 430x202x1059x7299 as a moral obligation to Central Parking System of Ohio, Inc. for outstanding charges related to parking costs for City owned vehicles to park at the Riverfront employee reporting location from March 1, 2024, through June 30, 2024.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

4. [202402110](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the payment of \$654.48 to W.W. Grainger, Inc. from Cincinnati Fire Department General Fund non-personnel operating

budget account no. 050x271x5000x7369 for the purchase of reciprocating saw blades invoiced on July 18, 2024, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

5. [202402111](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the payment of \$10,072 to Howell Rescue Systems, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7259 for charges related to preventative maintenance and repair services for hydraulic rescue tools used by the Cincinnati Fire Department from August 26, 2024 through August 28, 2024, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

6. [202402112](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the payment of \$8,357 from Parks Department capital improvement program project account no. 980x203x0000x7671x242000, "Park Infrastructure Rehabilitation," as a moral obligation to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

Recommendation BUDGET & FINANCE COMMITTEE

Sponsors: City Manager

7. [202402113](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the payment of \$4,800 from the Department of Parks General Fund non-personnel operating budget account no. 050x203x2000x7316 to Dell Marketing L.P. pursuant to the attached certificate from the Director of Finance, for outstanding charges related to the purchase of computer hardware used by the Parks Department.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

8. [202402114](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$120,000 to provide two full-time contracted positions to carry out key portions of the 2023 Green Cincinnati Plan.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

9. [202402115](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/2/2024, **MODIFYING** the provisions of Chapter 508, "Stopping and Parking," by **AMENDING** section 508-6 "No-Standing, No-Stopping, and No-Parking Zones" to provide for a specific prohibition of parking in special parking permit and residential parking permit parking spaces.

Recommendation PUBLIC SAFETY & GOVERNANCE COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

10. [202402127](#) **SUCCESSOR (UPDATED)** submitted by the Clerk of Council that the Successor Designation Certificate for Councilmember Meeka Owens was received.

Recommendation FILE

Sponsors: Clerk of Council

11. [202402128](#) **SUCCESSOR (UPDATED)** submitted by the Clerk of Council that the Successor Designation Certificate for Councilmember Seth Walsh was received.

Recommendation FILE

Sponsors: Clerk of Council

BUDGET AND FINANCE COMMITTEE

12. [202402087](#) **ORDINANCE**, submitted by Councilmember Jeffreys, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return of \$197,650 to source Fund No. 050, "General Fund," from capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access - GF"; and **AUTHORIZING** the transfer and appropriation of \$197,650 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide resources for the Urban League's Building Futures Program.

Recommendation PASS

Sponsors: Jeffreys

13. [202402085](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/25/2024, **AUTHORIZING** the transfer and appropriation of \$235,000 from the unappropriated surplus of West End Equivalent Fund 522 to Department of Community and Economic Development ("DCED") non-personnel operating budget account no. 522x162x7200 to fund the portion of the Affordable Homeownership by Habitat project consisting of the new construction of four single-family homes in the West End neighborhood of Cincinnati (the "West End Project"), of which \$225,000 will be paid directly to Habitat for Humanity and \$10,000 will be used to pay for third party construction oversight costs; **AUTHORIZING** the transfer and appropriation of \$20,000 from the unappropriated surplus of West End Equivalent Fund 522 to DCED personnel operating budget account no. 522x162x7100 to provide staffing resources to support the West End Project; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 522x162x7200 and DCED personnel operating budget account no. 522x162x7100 associated with the West End Project are for a public purpose and constitute a "Housing Renovation" (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that is located within the District 22 - West End District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <<[<https://www.cincinnati-oh.gov/law/ethics/city-business>>](https://www.cincinnati-oh.gov/law/ethics/city-business)>>).

Recommendation PASS EMERGENCY**Sponsors:** City Manager

14. [202402082](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/25/2024, **AUTHORIZING** the payment of \$24,707.83 to Big Ticket Sports, LLC from Other City Obligations General Fund non-personnel operating budget account no. 050x959x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 10, 2024, pursuant to the attached then and now certificate from the Director of Finance.

Recommendation PASS EMERGENCY**Sponsors:** City Manager

15. [202402116](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/30/2024, **AUTHORIZING** the payment of \$158,120.61 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7449 as a moral obligation to The Center for Closing the Health Gap in Greater Cincinnati for outstanding reimbursements related to leveraged funding services provided in Fiscal Year 2024.

Recommendation PASS EMERGENCY**Sponsors:** City Manager

16. [202402093](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/25/2024, **AUTHORIZING** the City Manager to execute a Funding Agreement with the Port of Greater Cincinnati Development Authority pertaining to the acquisition of real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$1,598,598 from the unappropriated surplus of Northside Equivalent Fund 525 to Department of Community and Economic Development ("DCED") non-personnel operating budget account no. 525x162x7200 to facilitate the Port of Greater Cincinnati Development Authority's financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 525x162x7200 to facilitate the Port of Greater Cincinnati Development Authority's financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati are for a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve District 25 - Northside Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <<[<https://www.cincinnati-oh.gov/law/ethics/city-business>>](https://www.cincinnati-oh.gov/law/ethics/city-business)>).

Recommendation PASS EMERGENCY**Sponsors:** City Manager

17. [202402103](#) **MOTION**, submitted by Councilmember Owens, **WE MOVE** that the administration identify the feasibility of integrating art into Cincinnati City Hall.

We ask that there be pieces of art in every area of the building. These pieces should be comprised of works done by Cincinnati artists or about Cincinnati. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Owens

18. [202402105](#) **MOTION**, submitted by Councilmember Walsh, **WE MOVE** that the Administration provide a report within 30 days on contract status for all FY2025 NBDIP recipients and all FY2025 Leveraged Support recipients. **WE FURTHER MOVE** that this report be updated monthly until all recipients are under contract. (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Walsh

19. [202402071](#) **REPORT**, dated 9/25/2024, submitted Sheryl M. M. Long, City Manager, regarding the Tax Incentive Review Council (TIRC) Status of Property Tax Exemptions for Year End 2023.

Recommendation APPROVE & FILE

Sponsors: City Manager

20. [202402094](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/25/2024, **MODIFYING** the provisions of Chapter 301, "Public Moneys," of the Cincinnati Municipal Code by **AMENDING** Section 301-15, "Distribution of Gains and Losses of Treasury investment Accounts," to update the funds allowed to receive interest from the investment accounts.

Recommendation PASS EMERGENCY

Sponsors: City Manager

21. [202402086](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/25/2024, **AUTHORIZING** the City Manager to execute and implement the Non-Supervisors and Supervisors labor management agreements between the City of Cincinnati and the Fraternal Order of Police, Local 69, the updated terms of which are reflected in the attached summary.

Recommendation PASS EMERGENCY

Sponsors: City Manager

22. [202402117](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/30/2024, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x243x252400, "Convention Center District Development Grant"; **AUTHORIZING** the City Manager to apply for, accept, and appropriate State of Ohio Capital Budget grant resources of up to \$46,000,000, to be distributed by the Ohio Office of Budget and Management and as authorized by House Bill 2 for Fiscal Years 2025-2026, to newly established capital improvement program project account no. 980x243x252400, "Convention Center District Development Grant," to provide resources for the redevelopment of the Convention Center District; **AUTHORIZING** the Director of Finance to deposit State of Ohio Capital Budget grant funds into newly established capital improvement program project account no. 980x243x252400, "Convention Center District Development

Grant”; **AUTHORIZING** that the disbursed funds acquired through this grant agreement be fully bonded and any interest earned on resources in this newly established capital project be credited to said capital project; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Recommendation PASS EMERGENCY

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment

City of Cincinnati



801 Plum Street, Suite 354
Cincinnati, OH 45202

Phone (513) 352-5243
Email reggie.harris@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202402107

Reggie Harris
Councilmember

Dear Ms. Autry,

I hereby submit my resignation as a Member of Council for the City of Cincinnati effective Thursday, October 3rd 2024 at 5pm.

I am honored to have served the City of Cincinnati, and will continue to serve Cincinnati and all Americans in my next role as the Deputy Assistant Secretary of Economic Development in the office of Community Planning and Development at the U.S. Department of Housing and Urban Development.

Councilmember Reggie Harris

25SEP'24PM3:40

CLERK OF COUNCIL

October 2, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202402108

Subject: Emergency Ordinance – The City's Fort Washington Flag

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to donate the historic Fort Washington Flag to the Cincinnati Museum Center, notwithstanding the requirements of Cincinnati Municipal Code Section 321-143 governing the disposal of City-owned personal property.

This Emergency Ordinance is recommended for approval.

cc: Natasha Hampton, Assistant City Manager
Virginia Tallent, Assistant City Manager
William Weber, Assistant City Manager

EMERGENCY

IMD

- 2024

AUTHORIZING the City Manager to donate the historic Fort Washington Flag to the Cincinnati Museum Center, notwithstanding the requirements of Cincinnati Municipal Code Section 321-143 governing the disposal of City-owned personal property.

WHEREAS, the City owns a historic Revolutionary War flag that once belonged to Brigadier General Josiah Harmar, who fought alongside George Washington during the American Revolution and later oversaw the construction of Fort Washington on the Ohio River in 1789; and

WHEREAS, the historic flag, which is one of approximately thirty Revolutionary War flags that survive to this day, has become known as the “Fort Washington Flag,” and it displays thirteen arrows bound by a ribbon alongside a canton of red and white stripes on a field of blue silk; and

WHEREAS, in 1926, Mr. Josiah Harmar, grandson of Brigadier General Josiah Harmar, donated the Fort Washington Flag to the City, where it was kept on display in a glass case in the office of the mayor for the next fifty years; and

WHEREAS, in 1976, the City loaned the Fort Washington Flag to the Cincinnati Historical Society, now part of the Cincinnati Museum Center, with the goal of restoring and preserving the flag for future generations; and

WHEREAS, on May 9, 2024, the Museum of the American Revolution requested a temporary loan of the Fort Washington Flag for its upcoming “Banners of Liberty” exhibition, which will be the largest gathering of original Revolutionary War flags in more than 200 years; and

WHEREAS, CMC Section 321-143 requires City-owned personal property valued at over \$100,000 to be disposed of by formal sale or auction, and an independent art appraiser estimated the Fort Washington Flag’s replacement cost to be \$2,500,000; and

WHEREAS, notwithstanding CMC Section 321-143, the City Manager has determined that it is in the best interests of the City to donate the Fort Washington Flag to the Cincinnati Museum Center, thereby ensuring it will be safely preserved, stored, and shared with institutions like the Museum of the American Revolution for the benefit of future generations; 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 donate the historic Fort Washington Flag to the Cincinnati Museum Center, notwithstanding the requirements of CMC Section 321-143 governing the disposal of City-owned personal property or any other municipal law or regulation {00408876-2}

that might otherwise inhibit the donation of the Fort Washington Flag as specifically permitted by this ordinance.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer ownership of the Fort Washington Flag to the Cincinnati Museum Center so it may be prepared for the “Banners of Liberty” exhibition.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

October 2, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202402109

Subject: **Emergency Ordinance – Parks Department: Moral Obligation Payment to Central Parking System of Ohio, Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$4,890 from Department of Parks Private Endowment and Donations Fund 430 account no. 430x202x1059x7299 as a moral obligation to Central Parking System of Ohio, Inc. for outstanding charges related to parking costs for City owned vehicles to park at the Riverfront employee reporting location from March 1, 2024, through June 30, 2024.

The Cincinnati Parks Department (“Parks”) engaged Central Parking System of Ohio, Inc. (“Central Parking”) to provide monthly parking passes for six City owned Parks Department vehicles. Because there were no other businesses that could provide parking services for the six Waterfront employees at the required location, there was no open bidding process, and the City pursued a direct award procurement, pursuant to Cincinnati Municipal Code (CMC) Section 321-87. The Parks Department applied to encumber funds for parking services on April 16, 2024, but the application was rejected by the City’s Procurement Office due to Central Parking’s lack of approved vendor status. Although Central Parking had been a City vendor for several years, a change in Department of Economic Inclusion (“DEI”) vendor requirements prior to March 1, 2024 required all City vendors to complete a new DEI portion of the direct award. The six Waterfront employees continued to park City owned vehicles at the Central Riverfront Garage while Central Parking completed the new required DEI portion of the direct award. Central Parking was eventually approved as a City vendor (Vendor #621359284), however a moral obligation exists for parking services provided for City owned vehicles from March 1, 2024, through June 30, 2024, while Central Parking pursued approved vendor status.

The Director of Finance is authorized to pay \$4,890 from Parks Private Endowment and Donations Fund 430 account no. 430x202x1059x7299 as a moral obligation to Central Parking System of Ohio, Inc. for outstanding charges related to parking costs for City owned vehicles from March 1, 2024, through June 30, 2024.

The reason for the emergency is the immediate need to make payment in a timely manner to Central Parking System of Ohio, Inc. for outstanding charges.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

CNS

- 2024

AUTHORIZING the payment of \$4,890 from Department of Parks Private Endowment and Donations Fund 430 account no. 430x202x1059x7299 as a moral obligation to Central Parking System of Ohio, Inc. for outstanding charges related to parking costs for City-owned vehicles to park at the Riverfront employee reporting location from March 1, 2024, through June 30, 2024.

WHEREAS, the Cincinnati Parks Department (“Parks”) engaged Central Parking System of Ohio, Inc. (“Central Parking”) to provide monthly parking passes for six City employees at the Riverfront employee reporting location; and

WHEREAS, because there were no other businesses that could provide parking services for the six Parks employees at the required employee reporting location (Central Riverfront Garage), there was no open bidding process and the City pursued direct award procurement pursuant to Cincinnati Municipal Code Section 321-87; and

WHEREAS, in order to obtain the required parking services for the Riverfront employee reporting location, Parks assisted Central Parking with achieving City “approved vendor status” and submitting a formal Direct Award Request; and

WHEREAS, Parks applied to encumber funds for parking services on April 16, 2024, but the application was rejected by the City’s Procurement Office due to Central Parking’s lack of approved vendor status; and

WHEREAS, although Central Parking had been a City vendor for several years, a change in Department of Economic Inclusion (“DEI”) vendor requirements prior to March 1, 2024, required all City vendors to complete a new DEI portion of the direct award; and

WHEREAS, the six Parks employees continued to park City-owned vehicles at the Central Riverfront Garage while Central Parking completed the new required DEI portion of the direct award; and

WHEREAS, Central Parking eventually was approved as a City vendor (Vendor #621359284), however a moral obligation exists from parking services it provided for City-owned vehicles from March 1, 2024, through June 30, 2024, while Central Parking pursued approved vendor status; and

WHEREAS, Council desires to provide payment to Central Parking for outstanding charges of \$4,890 related to Parks employee parking costs at the Riverfront employee reporting location; 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 \$4,890 from Department of Parks Private Endowment and Donations Fund 430 account no. 430x202x1059x7299 as a moral obligation to Central Parking System of Ohio, Inc. for outstanding charges related to parking costs for City-owned vehicles to park at the Riverfront employee reporting location from March 1, 2024, through June 30, 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 make payment in a timely manner to Central Parking System of Ohio, Inc. for outstanding charges.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

October 2, 2024

To: Mayor and Members of City Council 202402110

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Cincinnati Fire Department: Then and Now Payment to W.W. Grainger, Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$654.48 to W.W. Grainger, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7369 for the purchase of reciprocating saw blades invoiced on July 18, 2024, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance would authorize the payment of \$654.48 to W.W. Grainger, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7369 for the purchase of reciprocating saw blades invoiced on July 18, 2024, pursuant to the attached then and now certificate from the Director of Finance.

The City entered into a master agreement with W.W. Grainger effective June 27, 2019, to provide the City with electrical and industrial supplies, tools, equipment, maintenance, repairs, and operation. In June 2024, a change order was entered to extend the contract through January 31, 2025.

Administrative Regulation 14 stipulates purchases made against a contract, inclusive of purchases below the no-certification limit, require the creation of a delivery order (DO) and approval by a Purchasing Agent in advance of purchase. The Cincinnati Fire Department purchased reciprocating saw blades through the master agreement and received an invoice from W.W. Grainger dated July 18, 2024; however, a delivery order was not created in the Cincinnati Financial System (CFS).

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

The reason for the emergency is the immediate need to pay W.W. Grainger, Inc. 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

CNS

- 2024

AUTHORIZING the payment of \$654.48 to W.W. Grainger, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7369 for the purchase of reciprocating saw blades invoiced on July 18, 2024, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, the City entered into a master agreement (contract no. 191R025077) with W.W. Grainger, Inc. (“Contractor”), effective June 27, 2019, to provide the City with electrical and industrial supplies, tools, equipment, maintenance, repairs, and operation; and

WHEREAS, on June 26, 2024, a change order was entered to extend the master agreement, which is now valid through January 31, 2025; and

WHEREAS, the Cincinnati Fire Department purchased reciprocating saw blades through the master agreement and received an invoice from Contractor dated July 18, 2024, however a delivery order was inadvertently not created in the Cincinnati Financial System; and

WHEREAS, Administrative Regulation 14 stipulates purchases made against a contract, inclusive of purchases below the no-certification limit, require creation of a delivery order and approval by a Purchasing Agent in advance of purchase; and

WHEREAS, before the creation of a delivery order, and pursuant to the terms of the contract, Contractor provided the Cincinnati Fire Department with reciprocating saw blades at a cost of \$654.48; and

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

WHEREAS, Council desires to provide payment to Contractor for the City’s outstanding obligation of \$654.48 for charges related to the purchase of reciprocating saw blades; 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 \$654.48 to W.W. Grainger, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7369 for the purchase of reciprocating saw blades invoiced on July 18, 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 W.W. Grainger, Inc. for the outstanding charges in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

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

WHEREAS, the City entered into a master agreement (contract no. 191R025077) with W.W. Grainger, Inc. ("Contractor"), effective June 27, 2019, to provide the City with electrical and industrial supplies, tools, equipment, maintenance, repairs, and operation; and

WHEREAS, on June 26, 2024, a change order was entered to extend the master agreement, which is now valid through January 31, 2025; and

WHEREAS, the Cincinnati Fire Department purchased reciprocating saw blades through the master agreement and received an invoice from Contractor dated July 18, 2024, however a delivery order was inadvertently not created in the Cincinnati Financial System; and

WHEREAS, before the creation of a delivery order, and pursuant to the terms of the contract, Contractor provided the Cincinnati Fire Department with reciprocating saw blades amounting to \$654.48; and

NOW, THEREFORE,

1. As of June 27, 2019, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City's contract with W.W. Grainger, Inc. This verification is conditioned upon and subject to Council's approval of an ordinance authorizing the drawing of a warrant in payment of amount due to W.W. Grainger, Inc. during this time period.

Signed,



Karen Alder, Director of Finance
City of Cincinnati

Date: 9/16/24

October 2, 2024

To: Mayor and Members of City Council

202402111

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Cincinnati Fire Department: Then and Now
Payment to Howell Rescue Systems, Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$10,072 to Howell Rescue Systems, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7259 for charges related to preventative maintenance and repair services for hydraulic rescue tools used by the Cincinnati Fire Department from August 26, 2024 through August 28, 2024, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance would authorize the payment of \$10,072 to Howell Rescue Systems, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7259 for charges related to preventative maintenance and repair services for hydraulic rescue tools used by the Fire Department from August 26, 2024 through August 28, 2024, pursuant to the attached then and now certificate from the Director of Finance.

The City entered into a sole service agreement with Howell Rescue Systems, Inc., effective November 1, 2022 through October 31, 2024, for hydraulic rescue tools and associated maintenance and repair services. On May 7, 2024, the Cincinnati Fire Department received a quote for preventative maintenance valued at \$8,385, and properly entered a delivery order (DO) for the quoted amount on June 12, 2024. A final invoice was received on August 29, 2024 in an amount greater than the delivery order due to cost increases, necessitating a then and now payment.

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

The reason for the emergency is the immediate need to pay Howell Rescue Systems, Inc. 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

LES

- 2024

AUTHORIZING the payment of \$10,072 to Howell Rescue Systems, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7259 for charges related to preventative maintenance and repair services for hydraulic rescue tools used by the Cincinnati Fire Department from August 26, 2024 through August 28, 2024, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, the City entered into a sole source agreement (contract no. 232S008552) with Howell Rescue Systems Inc. (“Contractor”) effective November 1, 2022 through October 31, 2024, for hydraulic rescue tools and associated maintenance and repair services for the Cincinnati Fire Department (“CFD”); and

WHEREAS, on May 7, 2024, CFD received a quote from Contractor for \$8,385 for preventative maintenance, which included potential costs for replacement items and travel; and

WHEREAS, CFD certified funds and entered a delivery order against the sole source agreement on June 12, 2024 in the quoted amount of \$8,385 but did not account for potential cost increases; and

WHEREAS, on August 29, 2024, CFD received a final invoice from Contractor for \$10,072 for preventative maintenance and repair services from August 26, 2024 through August 28, 2024; and

WHEREAS, because funds were originally certified in FY24 and because the Contractor cannot separate the invoice, the City agreed to authorize payment for the full invoice amount in FY25 and cancel the original certification for \$8,385 following the new payment; and

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

WHEREAS, Council desires to provide payment to Contractor for the City’s outstanding obligation of \$10,072 for charges related to preventative maintenance and repair services for hydraulic rescue tools used by CFD August 26, 2024 through August 28, 2024; 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 \$10,072 to Howell Rescue Systems, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x5000x7259 for charges related to preventative maintenance

and repair services for hydraulic rescue tools used by the Cincinnati Fire Department from August 26, 2024 through August 28, 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 Howell Rescue Systems, Inc. for the outstanding charges in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

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

WHEREAS, the City entered into a sole source agreement (contract no. 232S008552) with Howell Rescue Systems, Inc. ("Contractor") effective November 1, 2022 through October 31, 2024, for hydraulic rescue tools and associated maintenance and repair services for the Cincinnati Fire Department ("CFD"); and

WHEREAS, on May 7, 2024, CFD received a quote from Contractor for \$8,385 for preventative maintenance, which included potential costs for replacement items and travel; and

WHEREAS, CFD certified funds and entered a delivery order against the sole source agreement on June 12, 2024 in the quoted amount of \$8,385 but did not account for potential cost increases; and

WHEREAS, on August 29, 2024, CFD received a final invoice from Contractor for \$10,072 for preventative maintenance and repair services from August 26, 2024 through August 28, 2024; and


WHEREAS, because funds were originally certified in FY24 and because the Contractor cannot divide the invoice, the City agreed to authorize payment for the full invoice amount in FY25 and cancel the original certification for \$8,385 following the new payment; and

WHEREAS, Contractor therefore has not been compensated for the services it provided pursuant to the contract, in an amount of \$10,072;

NOW, THEREFORE,

1. As of August 26, 2024, 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 City's contract with Howell Rescue Systems, Inc. This verification is conditioned upon and subject to Council's approval of an ordinance authorizing the drawing of a warrant in payment of amount due to Howell Rescue Systems, Inc. during this time period.

Signed,



Karen Alder, Director of Finance
City of Cincinnati

Date: 9/24/24



October 2, 2024

To: Mayor and Members of City Council

202402112

From: Sheryl M. M. Long, City Manager

**Subject: Emergency Ordinance – Parks Department: Moral Obligation
Payment to Overhead Door of Greater Cincinnati**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$8,357 from Parks Department capital improvement program project account no. 980x203x0000x7671x242000, “Park Infrastructure Rehabilitation,” as a moral obligation to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

This Emergency Ordinance authorizes the payment of \$8,357 from Parks Department capital improvement program project account no. 980x203x0000x7671x242000, “Park Infrastructure Rehabilitation,” as a moral obligation to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

The Parks Department retained vendor Overhead Door of Greater Cincinnati to perform work at a cost of \$8,357, but accidentally remitted payments to a different vendor, Overhead Door Co. of Covington, Inc., so the vendor that performed the work was not paid. Both companies are approved vendors of the City, and the Parks Department is working to collect the payments from the company that was erroneously paid, part of which has already been returned.

The Finance Director is authorized to make a payment of \$8,357 from the Parks Department capital improvement program project account no. 980x203x0000x7671x242000, “Park Infrastructure Rehabilitation,” as a moral obligation to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

The reason for the emergency is the immediate need to make payment to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

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 \$8,357 from Parks Department capital improvement program project account no. 980x203x0000x7671x242000, “Park Infrastructure Rehabilitation,” as a moral obligation to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

WHEREAS, the Parks Department retained vendor Overhead Door of Greater Cincinnati to perform work at a cost of \$8,357, but accidentally remitted payments to a different vendor, Overhead Door Co. of Covington, Inc., so the vendor that performed the work was not paid; and

WHEREAS, both companies are approved vendors of the City, and the Parks Department is working to collect the payments from the company that was erroneously paid, part of which has already been returned; and

WHEREAS, Council desires to provide payment of \$8,357 to Overhead Door of Greater Cincinnati; now, therefore,

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

Section 1. That the Director of Finance is authorized to make a payment of \$8,357 from Parks Department capital improvement program project account no. 980x203x0000x7671x242000, “Park Infrastructure Rehabilitation,” as a moral obligation to Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

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 Overhead Door of Greater Cincinnati for outstanding charges pertaining to work performed at the Parks Department Warder facility.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

October 2, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202402113

Subject: Emergency Ordinance – Parks Department: Then and Now Payment to Dell Marketing L.P.

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$4,800 from the Department of Parks General Fund non-personnel operating budget account no. 050x203x2000x7316 to Dell Marketing L.P. pursuant to the attached certificate from the Director of Finance, for outstanding charges related to the purchase of computer hardware used by the Parks Department.

This Emergency Ordinance authorizes the payment of \$4,800 from the Parks Department General Fund non-personnel operating budget account no. 050x203x2000x7361 to Dell Marketing L.P. pursuant to the attached then and now certificate from the Director of Finance, for outstanding charges related to the purchase of computer hardware used by the Parks Department.

The City of Cincinnati has a master agreement (MA 107 MHEC-04152022) with Dell Marketing L.P. (“Dell”) to purchase various computer hardware, and the City had multiple purchase orders under this master agreement to purchase computer hardware from Dell. As a result of a misunderstanding regarding the appropriate purchase order and encumbrance to use for the purchase of computer hardware, the Parks Department attempted to pay a purchase order of \$4,800 for the purchase of computer hardware from the incorrect encumbrance, so the payment was not completed.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance has issued a then and now certificate, attached to this Emergency Ordinance, verifying that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City’s contract with Dell Marketing L.P. both at the time the quote was issued and at the time the attached certificate was issued.

The Director of Finance is authorized to make a payment of \$4,800 from the Department of Parks General Fund non-personnel operating budget account no. 050x203x2000x7316, to Dell Marketing L.P. pursuant to the attached certificate from the Director of Finance, for outstanding charges related to the purchase of computer hardware used by the Parks Department.

The reason for the emergency is the immediate need to pay Dell 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

CMZ

- 2024

AUTHORIZING the payment of \$4,800 from the Department of Parks General Fund non-personnel operating budget account no. 050x203x2000x7316 to Dell Marketing L.P. pursuant to the attached certificate from the Director of Finance, for outstanding charges related to the purchase of computer hardware used by the Parks Department.

WHEREAS, the City has a master agreement (MA 107 MHEC-04152022) with Dell Marketing L.P. (“Dell”) to purchase various computer hardware, and the City had multiple purchase orders under this master agreement to purchase computer hardware from Dell; and

WHEREAS, as a result of a misunderstanding regarding the appropriate purchase order and encumbrance to use for the purchase of computer hardware, the Parks Department attempted to pay a purchase order of \$4,800 for the purchase of computer hardware from the incorrect encumbrance, so the payment was not completed; 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 Dell for its outstanding obligation of \$4,800 for the purchase of computer hardware by the Parks Department in May 2024; 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 \$4,800 from the Department of Parks General Fund non-personnel operating budget account no. 050x203x2000x7316, to Dell Marketing L.P. (“Dell”) pursuant to the attached certificate from the Director of Finance, for outstanding charges related to the purchase of computer hardware used by the Parks 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 pay Dell for the outstanding charges in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

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

WHEREAS, the City entered into a master agreement with Dell Marketing L.P. (“Contractor”) in 2022 for City departments to use for purchasing computer hardware; and

WHEREAS, the Parks Department issued a purchase order for \$4,800 of computer hardware to Contractor on May 2, 2024, and Contractor sent an invoice for the purchase on May 16, 2024; and

WHEREAS, through an oversight, the Parks Department attempted to pay the invoice through the wrong encumbrance for purchases from Contractor; and

WHEREAS, Contractor has not been compensated for the services provided, for the time period of May 2, 2024 through July 19, 2024, in an amount of \$4,800;

NOW, THEREFORE,

1. As of May 2, 2024, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City’s contract with Dell Marketing L.P. 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 Dell Marketing L.P. during this time period.

Signed,



Karen Alder, Director of Finance
City of Cincinnati

Date: 9/23/24

October 2, 2024

To: Mayor and Members of City Council

202402114

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – OES: Public Allies AmeriCorps Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$120,000 to provide two full-time contracted positions to carry out key portions of the 2023 Green Cincinnati Plan.

Approval of this Emergency Ordinance authorizes the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$120,000 to provide two full-time contracted positions to carry out key portions of the 2023 Green Cincinnati Plan.

This in-kind grant does not require matching resources or new FTEs/full time equivalents.

The City has already applied for the grant, but the in-kind services will not be accepted without City Council approval.

The establishment of a grant partnership between Public Allies AmeriCorps and the City is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181 - 186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to complete the grant agreement with Public Allies AmeriCorps by the October 15, 2024 deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

KKF

- 2024

AUTHORIZING the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$120,000 to provide two full-time contracted positions to carry out key portions of the 2023 Green Cincinnati Plan.

WHEREAS, on April 12, 2023, Council adopted the 2023 Green Cincinnati Plan (“Plan”) with its full list of recommendations set forth in Resolution 37-2023; and

WHEREAS, a grant is available from Public Allies AmeriCorps for in-kind services to provide the City with two full-time contracted positions to carry out key portions of the Plan; and

WHEREAS, this grant will allow the City to accelerate implementation of the Plan; and

WHEREAS, this grant does not require matching resources; and

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

WHEREAS, the City has already applied for the grant, but in-kind services will not be accepted without approval by Council; and

WHEREAS, the establishment of a grant partnership between Public Allies AmeriCorps and the City is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181 - 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$120,000 to provide two full-time contracted positions to carry out key portions of the 2023 Green Cincinnati Plan.

Section 2. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of the grant and 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 complete the grant agreement with Public Allies AmeriCorps by the October 15, 2024 deadline.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

October 2, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202402115

Subject: Ordinance – CMC 508-6 SPPA and RPPA Parking Violations

Attached is an Ordinance captioned:

MODIFYING the provisions of Chapter 508, “Stopping and Parking,” by **AMENDING** section 508-6 “No-Standing, No-Stopping, and No-Parking Zones” to provide for a specific prohibition of parking in special parking permit and residential parking permit parking spaces.

BACKGROUND

The current Cincinnati Municipal Code Section 508 does not have a specific citation for violations of parking restrictions within Special Permit Parking Areas (SPPAs) and Residential Permit Parking Areas (RPPAs) so current violations of these sign requirements are cited under CMC 508-2 where “parking or stopping restriction or prohibition is indicated by sign”.

The Administration is often asked for details on parking citations issued within SPPAs and RPPAs and this change will allow for such tracking and reporting of this type of parking violation.

RECOMMENDATION

The Administration recommends approval of this ordinance.

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

MODIFYING the provisions of Chapter 508, “Stopping and Parking,” by **AMENDING** Section 508-6, “No-Standing, No-Stopping and No-Parking Zones,” to provide for a specific prohibition of parking in special parking permit and residential parking permit parking spaces.

WHEREAS, CMC Section 508-6, “No-Standing, No-Stopping and No-Parking Zones,” provides for violations of parking but does not provide a specific violation for parking in a Special Parking Permit Area (“SPPA”) or Residential Parking Permit Area (“RPPA”); and

WHEREAS, Council desires to clearly prohibit non-authorized parking in a SPPA and RPPA to ensure that the residents and businesses have parking spaces available to them and as such seeks to amend Section 508-6, “No-Standing, No-Stopping and No-Parking Zones,”; and

WHEREAS, the modifications provided herein will better allow the City to track and provide data metrics for parking violations in a SPPA and RPPA; now, therefore,

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

Section 1. That Section 508-6, “No-Standing, No-Stopping and No-Parking Zones,” of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 508-6. - No-Standing, No-Stopping and No-Parking Zones.

- (a) Where “No Standing” or “No Stopping” signs are erected, no person shall stop, stand or park any vehicle in violation thereof, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device.
- (b) Where “No Parking” signs are erected, the same provisions as above shall be in force, except that the sign shall not apply to the temporary stopping of a vehicle for the purpose of and while actually engaged in loading or unloading of passengers or while actually engaged in loading or unloading merchandise.
- (c) Where signs are erected requiring a residential or special parking permit, no person shall stop, stand, or park any vehicles in violation thereof, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device.

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Additions indicated by underline; Deletions indicated by strikethrough.

SUCCESSOR DESIGNATION CERTIFICATE

Pursuant to the provisions of Article II, Section 4b of the City Charter,
I, Meekia D. Owens a duly elected member of the City Council of
Cincinnati, Ohio, term beginning 10/2/24 do hereby certify
the following Councilmember(s) as the person(s) empowered to select my
successor should my office become vacant due to any cause:

Seth Walsh

Meekia D. Owens
Councilmember

10CT'24PM12:11

CLERK OF COUNCIL

SUCCESSOR DESIGNATION CERTIFICATE

Pursuant to the provisions of Article II, Section 4b of the City Charter,

I, Seth Walsh a duly elected member of the City Council of Cincinnati, Ohio, term beginning 10/2/2024 do hereby certify the following Councilmember(s) as the person(s) empowered to select my successor should my office become vacant due to any cause:

Meeka Owens



Councilmember.

202402087

Date: September 25, 2024

To: Councilmember Mark Jeffreys
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Ordinance – Funding for Urban League’s Building Future Program**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the transfer and return of \$197,650 to source Fund No. 050, “General Fund,” from capital improvement program project account no. 980x091x230927, “Highspeed/Broadband Access – GF”; and **AUTHORIZING** the transfer and appropriation of \$197,650 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide resources for the Urban League’s Building Futures Program.

EESW/CNS(dmm)
Attachment
408051

EMERGENCY

City of Cincinnati

CNS

EESW

An Ordinance No. _____

- 2024

AUTHORIZING the transfer and return of \$197,650 to source Fund No. 050, "General Fund," from capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access – GF"; and **AUTHORIZING** the transfer and appropriation of \$197,650 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide resources for the Urban League's Building Futures Program.

WHEREAS, on June 23, 2022, Council approved Ordinance No. 0191-2022 to approve and adopt a Capital Improvement Program and Budget for Fiscal Year 2023, which included capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access – GF," to provide resources for highspeed/broadband; and

WHEREAS, on June 14, 2023, Council approved Ordinance No. 0201-2023 which reduced the amount available in capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access – GF," to \$285,000; and

WHEREAS, on January 10, 2024, Council approved Ordinance No. 0015-2024 which reduced the amount available in capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access – GF," to \$197,650; and

WHEREAS, the Urban League's Building Futures Program supports the growth of the city's workforce by training minority residents for skilled, good paying jobs; and

WHEREAS, there is a need to transfer and return \$197,650 to source Fund No. 050, "General Fund," from existing capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access – GF," and transfer and appropriate \$197,650 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide resources for the Urban League's Building Futures Program; now, therefore,

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

Section 1. That \$197,650 is transferred and returned to source Fund No. 050, "General Fund," from capital improvement program project account no. 980x091x230927, "Highspeed/Broadband Access – GF."

Section 2. That \$197,650 is transferred from the unappropriated surplus of Fund No. 050, "General Fund," to the Department of Community and Economic Development General

Fund non-personnel operating budget account no. 050x164x7400 to provide resources for the Urban League's Building Futures Program.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allocate funds to the Urban League to operate their Building Futures Program.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

September 25, 2024

To: Mayor and Members of City Council

202402085

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DCED: Habitat For Humanity Use of TIF Funds

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and appropriation of \$235,000 from the unappropriated surplus of West End Equivalent Fund 522 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 522x162x7200 to fund the portion of the Affordable Homeownership by Habitat project consisting of the new construction of four single-family homes in the West End neighborhood of Cincinnati (the “West End Project”), of which \$225,000 will be paid directly to Habitat for Humanity and \$10,000 will be used to pay for third party construction oversight costs; **AUTHORIZING** the transfer and appropriation of \$20,000 from the unappropriated surplus of West End Equivalent Fund 522 to DCED personnel operating budget account no. 522x162x7100 to provide staffing resources to support the West End Project; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 522x162x7200 and DCED personnel operating budget account no. 522x162x7100 associated with the West End Project are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that is located within the District 22 - West End District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of \$235,000 from the unappropriated surplus of West End Equivalent Fund 522 to DCED non-personnel operating budget account no. 522x162x7200 to fund the portion of the Affordable Homeownership by Habitat project consisting of the new construction of four single-family homes in the West End neighborhood of Cincinnati. Of that amount, \$225,000 will be paid directly to Habitat for Humanity and the remaining \$10,000 will be used to pay for third party construction oversight costs. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$20,000 from the unappropriated surplus of West End Equivalent Fund 522 to DCED personnel operating budget account no. 522x162x7100 to provide staffing resources to support the West End Project. Finally, this Emergency Ordinance declares that expenditures from DCED non-personnel operating budget account no. 522x162x7200 and DCED personnel operating budget account no. 522x162x7100 are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3)

of the Ohio Revised Code (ORC)) that is located within the District 22 - West End District Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

The Affordable Homeownership by Habitat project would construct nine single family homes in the East Price Hill and West End neighborhoods with Habitat for Humanity of Greater Cincinnati as the developer. The construction in the West End neighborhood is estimated to cost \$1,100,000 and will be comprised of four single-family homes located at 515 York Street, 517 York Street, 519 York Street, and 521 York Street which is known as the West End Project. The West End Project consists of four three-bedroom homes projected to be sold for under \$200,000 and targeting sales affordable to households at or below 80% Area Median Income (AMI). Habitat for Humanity will be utilizing a combination of grant funding, a City NOFA award of \$225,000 from City capital resources, \$225,000 from West End Equivalent Fund 522, and its own equity to fund the West End Project. Only the houses in the West End Project are eligible for resources from West End Equivalent Fund 522.

Providing resources for the West End Project is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options, and improve housing quality and affordability” as described on page 164 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need of the developer to close the loan and mitigate rising construction costs.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

CNS

- 2024

AUTHORIZING the transfer and appropriation of \$235,000 from the unappropriated surplus of West End Equivalent Fund 522 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 522x162x7200 to fund the portion of the Affordable Homeownership by Habitat project consisting of the new construction of four single-family homes in the West End neighborhood of Cincinnati (the “West End Project”), of which \$225,000 will be paid directly to Habitat for Humanity and \$10,000 will be used to pay for third-party construction oversight costs; **AUTHORIZING** the transfer and appropriation of \$20,000 from the unappropriated surplus of West End Equivalent Fund 522 to DCED personnel operating budget account no. 522x162x7100 to provide staffing resources to support the West End Project; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 522x162x7200 and DCED personnel operating budget account no. 522x162x7100 associated with the West End Project are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that is located within the District 22 - West End District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Affordable Homeownership by Habitat is a proposed new construction of nine single family homes in the East Price Hill and West End Neighborhoods of Cincinnati, being developed by Habitat for Humanity of Greater Cincinnati (“Habitat”); and

WHEREAS, the portion of the Affordable Homeownership by Habitat project consisting of the estimated \$1,100,000 proposed new construction in the West End neighborhood, comprised of four single-family homes located at 515 York Street, 517 York Street, 519 York Street, and 521 York Street, is known as the West End Project; and

WHEREAS, the West End Project will consist of four three-bedroom homes, with all homes projected to be sold for under \$200,000 and targeting sales affordable to households at or below eighty percent of Area Median Income (AMI); and

WHEREAS, Habitat will be utilizing a combination of grant funding, a City NOFA award of \$225,000 from City capital resources, \$225,000 from the West End Equivalent Fund 522, and its own equity to fund the West End Project; and

WHEREAS, providing resources for the West End Project is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options, and improve housing quality and affordability” as described on page 164 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the transfer and appropriation of \$235,000 from the unappropriated surplus of West End Equivalent Fund 522 to Department of Community and Economic

Development (“DCED”) non-personnel operating budget account no. 522x162x7200 is authorized to fund the portion of the Affordable Homeownership by Habitat project consisting of the new construction of four single-family homes in the West End neighborhood of Cincinnati (the “West End Project”).

Section 2. That the transfer and appropriation of \$20,000 from the unappropriated surplus of West End Equivalent Fund 522 to DCED personnel operating budget account no. 522x162x7100 is authorized to provide staffing resources to support the West End Project.

Section 3. That Council declares that expenditures from DCED non-personnel operating budget account no. 522x162x7200 and from DCED personnel operating budget account no. 522x162x7100, to fund and provide staffing resources to support the West End Project, are for a public purpose and constitute a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code) that is located within the District 22 - West End District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need of the developer to close the loan and mitigate rising construction costs.

Passed: _____, 2024

Attest: _____
Clerk

Aftab Pureval, Mayor

September 25, 2024

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202402082

Subject: Emergency Ordinance – CMO: “Then and Now” Payment to Big Ticket Sports, LLC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$24,707.83 to Big Ticket Sports, LLC from Other City Obligations General Fund non-personnel operating budget account no. 050x959x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 10, 2024, pursuant to the attached then and now certificate from the Director of Finance.

This Emergency Ordinance authorizes the payment of \$24,707.83 to Big Ticket Sports, LLC, to be paid from Other City Obligations General Fund non-personnel operating budget account no. 050x959x0000x7289, for outstanding charges related to the Queen City Slam basketball tournament held on August 10, 2024, pursuant to the attached then and now certificate from the Director of Finance.

The City entered into a contract (professional services contract 101 45x051) on May 14, 2024, authorizing Big Ticket Sports, LLC to complete services related to the Queen City Slam basketball tournament. Big Ticket Sports, LLC completed services for the City under the contract on August 10, 2024, and the contract subsequently expired on August 31, 2024. The City certified and expended \$12,500 for management fees per the contract but did not certify enough resources in the Cincinnati Financial System (CFS) to provide for event expenses.

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. The City Council desires to provide payment to Big Ticket Sports, LLC for the City’s outstanding obligation of \$24,707.83 for charges related to the Queen City Slam basketball tournament held on August 10, 2024.

The reason for the emergency is the immediate need to pay Big Ticket Sports, LLC 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

Attachments

EMERGENCY

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- 2024

AUTHORIZING the payment of \$24,707.83 to Big Ticket Sports, LLC from Other City Obligations General Fund non-personnel operating budget account no. 050x959x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 10, 2024, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, the City entered into a contract (professional services contract 101 45x051) on May 14, 2024, authorizing Big Ticket Sports, LLC (“Contractor”) to complete services related to the Queen City Slam basketball tournament; and

WHEREAS, Contractor completed services for the City under the contract on August 10, 2024, and the contract subsequently expired on August 31, 2024; and

WHEREAS, the City certified and expended \$12,500 for management fees per the contract but did not certify enough resources in the Cincinnati Financial System to provide for event expenses; and

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

WHEREAS, Council desires to provide payment to Contractor for the City’s outstanding obligation of \$24,707.83 for charges related to the Queen City Slam basketball tournament held on August 10, 2024; 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 \$24,707.83 to Big Ticket Sports, LLC from Other City Obligations General Fund non-personnel operating budget account no. 050x959x0000x7289 for outstanding charges related to the Queen City Slam basketball tournament held on August 10, 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 Big Ticket Sports, LLC for the outstanding charges in a timely manner.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

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

WHEREAS, the City entered into a contract beginning on May 14, 2024 with Big Ticket Sports, LLC ("Contractor") for charges related to the Queen City Slam basketball tournament held on August 10, 2024; and

WHEREAS, professional services contract 101 45x051 authorized Contractor to provide services related to the Queen City Slam basketball tournament; and

WHEREAS, the Office of the City Manager certified and expended \$12,500 for management fees per the contract but did not certify enough resources in the Cincinnati Financial System to provide for event expenses; and

WHEREAS, pursuant to the terms of the contract, Contractor provided the City with services related to the Queen City Slam basketball tournament amounting to \$24,707.83; and

WHEREAS, Contractor has not been fully compensated for the services provided, for the time period of May 14, 2024 through August 31, 2024, in an amount of \$24,707.83;

NOW, THEREFORE,

1. As of May 14, 2024, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City's contract with Big Ticket Sports, LLC. 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 Big Ticket Sports, LLC during this time period.

Signed,



Karen Alder, Director of Finance
City of Cincinnati

Date: 9/16/24

September 30, 2024

To: Members of the Budget and Finance Committee

From: Sheryl M. M. Long, City Manager

202402116

Subject: Emergency Ordinance – CMO: Moral Obligation Payment to The Center for Closing the Health Gap in Greater Cincinnati

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$158,120.61 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7449 as a moral obligation to The Center for Closing the Health Gap in Greater Cincinnati for outstanding reimbursements related to leveraged funding services provided in Fiscal Year 2024.

This Emergency Ordinance authorizes the payment of \$158,120.61 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7449 as a moral obligation to The Center for Closing the Health Gap in Greater Cincinnati ("CHG") for outstanding reimbursements related to leveraged funding services provided in Fiscal Year 2024.

Pursuant to Ordinance Nos. 0201-2023 and 0202-2023, CHG received a total of \$750,000 in leveraged funding for Fiscal Year 2024. Under the City's leveraged funding agreement with CHG, Contract No. PSC 101 45x031 (the "Agreement"), up to \$465,360 was allocated for reimbursement of employee salaries, and up to \$259,640 was allocated for reimbursement of contractual services. Due to staffing challenges, CHG incurred higher-than-expected costs for contractual services, while spending significantly less on employee salaries in connection with the Agreement. CHG submitted a final invoice by July 31, 2024, showing total reimbursements exceeding the contractual services limit by \$158,120.61

The City Manager's Office encumbered \$750,000 in City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7449 for the Agreement for leveraged funding in Fiscal Year 2024. Sufficient resources are available on the existing encumbrance for the CHG in City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7449 to reimburse CHG for the additional contractual services provided in support of the Agreement.

The reason for the emergency is the immediate need to pay CHG for the outstanding reimbursements for the services rendered.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

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AUTHORIZING the payment of \$158,120.61 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x0000x7449 as a moral obligation to The Center for Closing the Health Gap in Greater Cincinnati for outstanding reimbursements related to leveraged funding services provided in Fiscal Year 2024.

WHEREAS, The Center for Closing the Health Gap in Greater Cincinnati (“CHG”) works to eliminate health disparities by empowering individuals to improve nutrition, increase physical activity, and build a culture of health through no-cost health education programs across the City; and

WHEREAS, pursuant to Ord. Nos. 0201-2023 and 0202-2023, CHG received \$750,000 in leveraged funding for Fiscal Year 2024; and

WHEREAS, under the City’s leveraged funding agreement with CHG, Contract No. PSC 101 45x031 (the “Agreement”), up to \$465,360 was allocated for reimbursement of employee salaries, and up to \$259,640 was allocated for reimbursement of contractual services; and

WHEREAS, due to staffing challenges, CHG incurred higher-than-expected costs for contractual services, while spending significantly less on employee salaries in connection with the Agreement; and

WHEREAS, in accordance with the terms of the Agreement, CHG submitted a final invoice by July 31, 2024, showing total reimbursements exceeding the contractual services limit by \$158,120.61; and

WHEREAS, the Agreement expired on June 30, 2024, and its budget can no longer be amended; and

WHEREAS, the City Manager’s Office encumbered \$750,000 in City Manager’s Office General Fund non-personnel operating budget account no. 050x101x0000x7449 for the Agreement for leveraged funding in Fiscal Year 2024; and

WHEREAS, sufficient resources are available on the existing encumbrance for the CHG in City Manager’s Office General Fund non-personnel operating budget account no. 050x101x0000x7449 to reimburse CHG for the additional contractual services provided in support of the Agreement; and

WHEREAS, CHG’s total requests for leveraged funding reimbursements in Fiscal Year 2024 do not exceed \$750,000; and

WHEREAS, the City has established enhanced procedures to improve oversight and tracking of leveraged funding, ensuring that expenditures remain within the allocated line-item budget limits; and

WHEREAS, Council desires to provide payment of \$158,120.61 to reimburse CHG for the additional contractual services that were provided in Fiscal Year 2024; 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 \$158,120.61 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x0000x7449 as a moral obligation to The Center for Closing the Health Gap in Greater Cincinnati ("CHG") for outstanding reimbursements related to leveraged funding services provided in Fiscal Year 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 CHG for the outstanding reimbursements for the services rendered.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

September 25, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202402093

Subject: Emergency Ordinance – Northside TIF Funding for Property Acquisition

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with the Port of Greater Cincinnati Development Authority pertaining to the acquisition of real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$1,598,598 from the unappropriated surplus of Northside Equivalent Fund 525 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 525x162x7200 to facilitate the Port of Greater Cincinnati Development Authority’s financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 525x162x7200 to facilitate the Port of Greater Cincinnati Development Authority’s financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati are for a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve District 25 - Northside Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43

STATEMENT

The acquisition and site preparation of a large commercial property provides the opportunity to create a large number of additional housing units in a future project that will go toward helping to alleviate Cincinnati’s strained housing market, which is currently experiencing increasing affordability issues due to lack of supply. The future project will also create a portion of income-restricted affordable units available to households at or below 60% of area median income, as required by the City ordinance governing 25% affordable housing set-asides from TIF districts.

BACKGROUND/CURRENT CONDITIONS

The Port of Greater Cincinnati Development Authority (“Port”), in partnership with Cincinnati Northside Community Urban Redevelopment Corporation d/b/a Northsiders Engaged in Sustainable Transformation (“NEST”), has requested City capital funding

from the Northside TIF District to support its acquisition of vacant commercial/industrial sites at 1670 Cooper Street and 3924 Cherry Street and Northside (“Property”).

The Property consists of a total of approximately 2.24 acres, of which 1.65 acres is attributable to the Cooper Street site and .59 acres is attributable to the Cherry Street site. Currently these are blighted and vacant industrial sites, with the Cooper Street site requiring substantial environmental remediation in order to become safe and marketable for development. The current owner, an affiliate entity of PLK Communities, made efforts to develop the Property but determined that a project was not economically feasible for them to construct, and instead chose to market the property for sale.

The Port has signed a purchase agreement for a price of \$3,000,000, with the intention of partnering with NEST to complete necessary environmental cleanup and come up with a development plan for the Property. The developers intend to robustly engage Northside residents and stakeholders, including the Northside Community Council, which has expressed its support for the TIF appropriation. The parties anticipate a final development consisting of at least \$25,000,000 of investment.

In order to cover the cost of acquisition, environmental assessment and survey, and other associated project costs, the request to the City from the Port and NEST is to provide the Port a cash grant in the amount of \$1,598,598 from the existing Northside TIF balance, as well as cash from future Northside TIF receipts in an amount sufficient to cover principal and interest payments on a \$1,750,000 acquisition loan from Cincinnati Development Fund. This loan is intended to be paid off by July 2026, according to current TIF projections.

The activities contemplated by this Emergency Ordinance support the *Live* section of Plan Cincinnati, especially “assemble vacant and underutilized properties in targeted areas for larger redevelopment opportunities,” (p. 160).

DEVELOPER INFORMATION

Similar to a number of other City-involved Port transactions, the Port will be serving in a role as the purchaser and holder of the Property, in its role as a quasi-public real estate redevelopment partner agency for the City.

The Port intends to enter into a memorandum of understanding with NEST, Northside’s nonprofit community development corporation, to work together to engage the Northside community and put together a development proposal for the Property. NEST has previously facilitated a successful large-scale affordable housing development in partnership with Pennrose, John Arthur Flats, and is also in the pre-development phase on a similar project, Northside Gateway, with Urban Sites and OTR Community Housing.

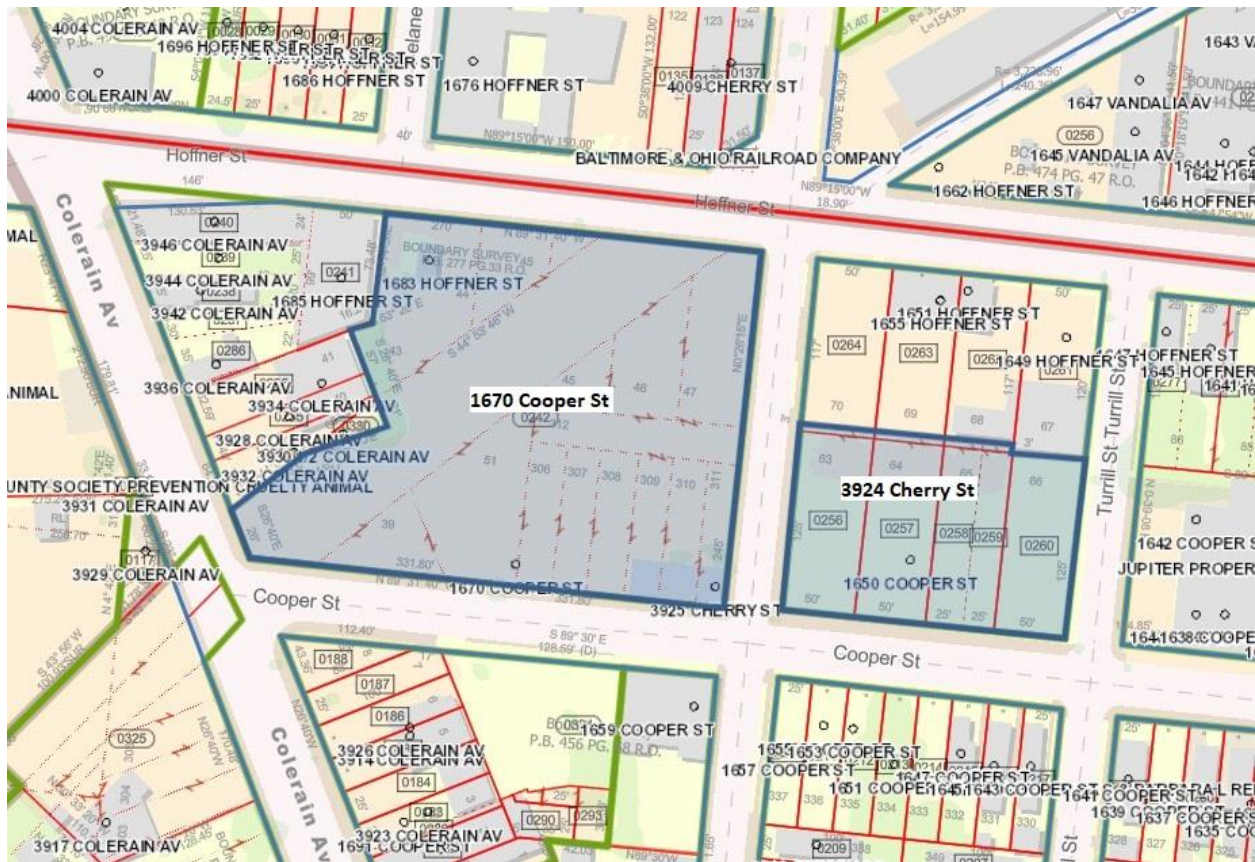
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency is to facilitate the completion of the purchase transaction before an upcoming deadline.

Attachment: Project Outline and Proposed Incentive

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

Project Image and Site Map



EMERGENCY

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- 2024

AUTHORIZING the City Manager to execute a Funding Agreement with the Port of Greater Cincinnati Development Authority pertaining to the acquisition of real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of \$1,598,598 from the unappropriated surplus of Northside Equivalent Fund 525 to Department of Community and Economic Development (“DCED”) non-personnel operating budget account no. 525x162x7200 to facilitate the Port of Greater Cincinnati Development Authority’s financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati; and **DECLARING** that expenditures from DCED non-personnel operating budget account no. 525x162x7200 to facilitate the Port of Greater Cincinnati Development Authority’s financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati are for a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve District 25 - Northside Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, the Port of Greater Cincinnati Development Authority (the “Port”) intends to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street in the Northside neighborhood of Cincinnati (the “Property”); and

WHEREAS, the City desires to provide financial assistance to facilitate the Port’s financing to acquire the Property and promote its economic feasibility, including (i) a cash grant in an amount not to exceed \$1,598,598, which the City will make available at the Port’s closing on the Property; and (ii) to facilitate a loan by the Cincinnati Development Fund or another lender upon which the City will have final approval, in a principal amount not to exceed \$1,750,000 (the “Loan”), an amount not to exceed the debt service on the Loan from available funds in excess of the existing obligations already committed by the City from future revenues received in connection with the District 25 - Northside Incentive District (the “Installment Funds”), all on the terms and conditions contained within a proposed Funding Agreement between the City and the Port, a copy of which is attached hereto as Attachment A (the “Agreement”); and

WHEREAS, following the Port’s acquisition of the Property, the Port will prepare a redevelopment plan for the Property to transform it to a more productive use that will stimulate economic growth and help revitalize the Northside neighborhood, which redevelopment plan will include construction of a dense residential or mixed-use development that includes residential space, with the Port making a portion of the residential units affordable to families earning at or below sixty percent of the area median income; and

WHEREAS, the City will receive substantial economic and non-economic benefits from the Port’s acquisition of the Property, as the City anticipates that it will create additional needed affordable housing units, stimulate economic growth in the Northside neighborhood of

Cincinnati and in surrounding areas, and enable the Property to be put to its highest and best use, for the benefit of the people of the City of Cincinnati; and

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

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City of Cincinnati by providing or assisting in providing housing; and

WHEREAS, the City, upon recommendation of the Department of Community and Economic Development, believes that the Port's acquisition of the Property 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 requirements; for this reason, the City desires to facilitate the acquisition of the Property by providing the assistance as described in the Agreement; 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 enter into a Funding Agreement with the Port of Greater Cincinnati Development Authority (the "Port"), in substantially the form attached as Attachment A to this ordinance (the "Agreement"), to facilitate the Port's financing to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street (the "Property").

Section 2. That the transfer and appropriation of \$1,598,598 from the unappropriated surplus of Northside Equivalent Fund 525 to Department of Community and Economic Development ("DCED") non-personnel operating budget account no. 525x162x7200 is authorized to facilitate the Port's financing to acquire the Property.

Section 3. That Council hereby declares that that the resources provided by the City to facilitate the Port's financing to acquire the Property, including associated expenditures from DCED non-personnel operating budget account no. 525x162x7200, serve a public purpose and

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 25 - Northside Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Section 4. That the proper City officials are hereby authorized to take all necessary and proper actions to fulfill the terms of this ordinance, the Agreement, any and all related documents described in or contemplated by the Agreement, and all ancillary agreements, amendments, and other documents related to the acquisition or the Property, all as deemed necessary or appropriate by the City Manager, including, without limitation, to facilitate the Port’s payment of debt service on a loan associated with its acquisition of the Property (the “Loan”), providing an amount not to exceed debt service on the Loan from available funds in excess of the existing obligations already committed by the City from future revenues received by the City in connection with the District 25 - Northside Incentive District.

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 enable the parties to execute the Agreement as soon as possible so that the parties can promptly move forward with financing the Port’s acquisition of the Property, thereby creating significant economic benefits to the City at the earliest possible time.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

FUNDING AGREEMENT

by and between

CITY OF CINCINNATI,

and

PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY,
an Ohio port authority

Project Name: Cherry Street & Cooper Street Acquisition
(acquisition of real property located at
3924 Cherry Street and 1670 Cooper Street)

Date: _____, 2024

FUNDING AGREEMENT
(Cherry Street & Cooper Street Acquisition)

This FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and the **PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY**, an Ohio port authority, 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 (“**Developer**”).

Recitals:

A. Pursuant to that certain *Agreement for Purchase and Sale* between Developer and PLK Cooper, LLC (“**Seller**”), effective as of July 9, 2024 (the “**Purchase Agreement**”), Developer has committed to acquire certain real property located at 3924 Cherry Street and 1670 Cooper Street, as more particularly depicted and described on Exhibit A (*Site Plan and Legal Description*) hereto, in the Northside neighborhood of Cincinnati (collectively, the “**Property**”).

B. Developer desires to complete certain due diligence and, subject to Developer’s satisfaction with its review of any such due diligence materials, thereafter acquire the Property, all as further described on Exhibit B (*Statement of Work and Budget*) hereto (the “**Project**”).

C. Following Developer’s acquisition of the Property, Developer shall prepare a redevelopment plan for the Property to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Northside neighborhood, which redevelopment plan will include construction of a dense residential or mixed-use development that includes residential space, which residential component will include units that Developer makes affordable to families earning at or below 60% of the area median income, as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time, all as further described in Exhibit B (the “**Future Project**”).

D. Developer intends to enter into a Memorandum of Understanding with Cincinnati Northside Community Urban Redevelopment Corporation D/B/A Northsiders Engaged in Sustainable Development (“**NEST**”), pursuant to which Developer and NEST will establish mutual responsibilities to prepare a redevelopment plan for the Property and complete the Future Project.

E. To facilitate both the Project and the Future Project, and to promote the economic feasibility thereof, the City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), desires to provide financial assistance for the Project, including (i) a cash grant in an amount not to exceed \$1,598,598 (the “**Closing Funds**”), which the City will make available at Closing (as defined below); and (ii) to facilitate a loan by the Cincinnati Development Fund or another lender upon which the City will have final approval (in either case, “**Lender**”), in a principal amount not to exceed \$1,750,000 (the “**CDF Loan**”), an amount not to exceed the debt service on the CDF Loan from available funds in excess of the existing obligations already committed by the City from revenue received in connection with the District 25 - Northside Incentive District (the “**TIF District**”), as established pursuant to Ordinance No. 513-2019 (collectively, the “**Installment Funds**”; and together with the Closing Funds, the “**Funds**”), subject to the terms and conditions of this Agreement.

F. The City believes that the Project is (i) in the vital and best interests of the City and the health, safety, and welfare of its residents; and (ii) consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.

G. 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.

H. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general 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, directly or through a public authority, agency, or instrumentality, to provide grants, loans, or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

I. Execution of this Agreement on behalf of the City was authorized by Ordinance No. ____-2024, passed by City Council on _____, 2024, pursuant to which City Council (i) appropriated funds to facilitate the Project, and (ii) determined that acquisition of the Property constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve TIF District.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date Developer has satisfied all other obligations to the City under this Agreement, including the Future Project (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. **Project.**

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

(B) **Acquisition of Property.** Upon Developer’s and the City’s approval of the Due Diligence Materials, and subject to the terms and conditions of Section 4 below, Developer shall close on the purchase of the Property from the Seller (the “**Closing**”) not later than October 31, 2024. Developer warrants that, at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded utility easements and other encumbrances, if any, that will not impair or impede the completion of the Project or the Future Project, as more particularly described on Exhibit B. At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by November 30, 2024; *provided however*, upon Developer’s request, the Director of DCED may, in his or her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

3. **Future Project.** Following Closing, Developer shall diligently market the Property for sale or lease to a developer or end-user and/or propose a redevelopment plan for Developer’s self-development of the Property, all in accordance with Exhibit B. Developer shall identify an end-user for the Property and submit to the City for its approval, which approval may be withheld in the City’s sole and absolute discretion, its proposed end-user of the Property. Developer shall market the Property with the intent that the Property be redeveloped into the Future Project, as more particularly described on Exhibit B. Notwithstanding the foregoing, Developer shall not enter into a contract for the Future Project without the City’s prior written approval, nor shall Developer sell, transfer, or convey any interest in the Property without the City’s prior written consent (except as set forth in and subject to Section 12(A) herein), which may be withheld in the City’s sole and absolute discretion (the “**Future Project Covenant**”). Developer shall execute a Restrictive Covenant, substantially in the form of Exhibit C (Form of Restrictive Covenant) hereto, and record said Restrictive Covenant in the real property records of Hamilton County, Ohio Records, all at Developer’s expense. In the event that Developer has made financially feasible and reasonable proposals for an end-user and redevelopment of the Property consistent with Exhibit B, and the City has not approved the same, within 72 months of the date of Closing, then Developer may send a written notice to the City, together with documentation and an explanation demonstrating that Developer has used its best efforts to find an end-user and develop a plan to redevelop the Property. The City shall thereafter either (a) approve an end-user and redevelopment plan proposed by Developer or (b) purchase the Property from Developer for \$1.00, which option shall be in the City’s sole discretion.

4. City Financial Assistance. Provided that Developer and the City are satisfied with the Due Diligence Materials, and subject to the terms and conditions of this Agreement, the City agrees to provide the Funds to Developer for the Project. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(A) **Closing Funds.** The Closing Funds shall be used for the acquisition of the Property and associated costs, as itemized on Exhibit B, and for no other purpose. Following the City's approval or waiver of the Due Diligence Materials, the City shall transfer the Closing Funds to Riverbend Commercial Title Services (the "**Escrow Agent**"), along with a closing escrow instruction letter detailing the conditions for release of the Closing Funds at Closing. Following the City's approval or waiver of the Due Diligence Materials, in the City's sole and absolute discretion, and within 30 days of the City's receipt of a proper payment voucher, the City will instruct the Escrow Agent to release the Closing Funds to Developer at Closing to facilitate Developer's purchase of the Property from Seller. The City shall not disburse any portion of the Closing Funds to Developer in advance of the Closing.

(B) **Installment Funds.** To facilitate the CDF Loan, the City shall transfer the Installment Funds to Developer in an amount not to exceed the total debt service on the CDF Loan, with disbursements of the Installment Funds to be disbursed by the City as semi-annual Installment Payments (as defined below) consistent with this Section 4(B). As used herein:

- (i) "**Installment Amount**" means, as it relates to the applicable period, the lesser of (a) the amount necessary to fully pay the Service Charges due on a Loan Payment Date, and (b) the PILOT less the School Board Payment;
- (ii) "**Installment Payment**" means the payment transferred by the City to Developer or Developer's designee semiannually on each Installment Payment Date;
- (iii) "**Installment Payment Date**" means the later to occur of (a) the 15th day of April and October of each year, commencing October 15, 2024, and (b) the date that is 10 business days following the City's receipt of the settlement statement from the Hamilton County Auditor's Office;
- (iv) "**Loan Payment Date**" means the 15th day of May and November of each year, commencing November 15, 2024;
- (v) "**PILOT**" means the revenues that the City actually receives from semi-annual service payments in lieu of taxes in connection with the TIF District;
- (vi) "**School Board Payment**" means the payment made by the City with respect to the District TIF during the applicable period in order to satisfy the City's obligation to the Board of Education of the City School District of the City of Cincinnati (the "**School Board**") under that certain *Agreement* by and between the City and the School Board dated July 2, 1999, as amended; and
- (vii) "**Service Charges**" means the principal and interest due on the CDF Loan on a Loan Payment Date.

Provided the City has approved or waived all Due Diligence Materials, and solely to the extent that the City receives PILOTs for the applicable period, the City shall make Installment Payments in the Installment Amounts to Developer or Developer's designee on each Installment Payment Date. For the avoidance of doubt, Developer hereby acknowledges and agrees that the City's obligation to make Installment Payments of the Installment Funds shall terminate once there are no more Service Charges outstanding on the CDF Loan. The parties currently anticipate that the CDF Loan will have been repaid with no more Service Charges outstanding no later than December 31, 2026.

(C) **Conditions Precedent to Disbursement.** The obligation of the City to disburse any portion of the Funds is subject to the satisfaction or waiver in the City's sole and absolute discretion, of all of the following items (the "**Due Diligence Materials**"), which Developer shall deliver to the City:

- (i) Site Control and Evidence of Clear Title. Developer shall present evidence, satisfactory to the City, that Developer will acquire marketable title to the Property in fee simple absolute, and that said title is free, clear, and unencumbered, except for a mortgage securing the CDF Loan;
- (ii) Survey. Developer shall present evidence that it has obtained a survey of the Property and new legal descriptions to ensure Developer is receiving marketable title to the Property;
- (iii) Title Commitment. Developer shall provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer;
- (iv) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Future Project;
- (v) Environmental Report. Developer must deliver to the City an Environmental Reliance Letter issued by Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("OES"), stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City;
- (vi) Budget. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on Exhibit B hereto (the "**Budget**");
- (vii) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;
- (viii) Financing. Developer must present evidence that all other financing necessary for the Project has been obtained, and Developer shall obtain the City's prior written approval of the CDF Loan terms;
- (ix) Appraisal. An appraisal of the Property indicating its fair market value; and
- (x) Other Information. Developer must present such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED.

(D) No Other City Assistance. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the Project.

5. Maintenance of Property.

(A) Maintenance of Property. Following Developer's acquisition of the Property and throughout the Term of this Agreement, Developer shall be responsible for all real estate taxes, maintenance costs, and other costs associated with the Property and the City shall have no obligation to reimburse Developer for the same.

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

6. Insurance.

(A) Insurance. Until such time as all work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by Developer's lenders for the Project, and (iv) such other insurance as may be reasonably required by the City. All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of the Project, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: 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 insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

7. **Casualty; Eminent Domain.** If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty, or if any portion of a Property is taken by exercise of eminent domain (federal, state, or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected Property is being repaired or restored.

8. Default; Remedies.

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

(i) any failure of Developer to perform or observe any other obligation, duty, or responsibility as it relates to the CDF Loan, such that Developer is in default under the CDF Loan;

(ii) the dissolution, other than in connection with a merger, of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Developer, the appointment of a receiver (temporary or permanent) for Developer or the Property, the attachment of, levy upon, or seizure by legal process of Developer, or the insolvency of Developer, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

(iii) any failure of Developer to perform or observe, or the failure of Developer to cause to be performed or observed (if applicable), any other obligation, duty, or responsibility under this Agreement, the Future Project Covenant, or any other agreement executed by Developer and the City, or any instrument executed by Developer in favor of the City, in each case in connection with the Project or the Future Project, and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the **"Cure Period"**); *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, demand that Developer repay to the City any Funds that had been disbursed to Developer or Developer's designee, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity, including, without limitation, pursuing an action for specific performance, all such rights and remedies being cumulative. Upon the occurrence of an event of default and within 5 business days after the City's demand, Developer shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Developer's possession or under Developer's control, including, without limitation, as built-drawings (to the extent that the improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by Developer in connection with the Project. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse any Funds to Developer if Developer is then in default under this Agreement.

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

To the City:

Dept. of Community and Economic Development
City of Cincinnati
805 Central Avenue, 7th Floor
Cincinnati, Ohio 45202
Attn: Director

To Developer:

Port of Greater Cincinnati Development Authority
3 East Fourth Street, Suite 300
Cincinnati, Ohio 45202
Attn: Laura Brunner, President & CEO

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

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

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

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

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

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer at law or in equity or before or by any governmental

authority that would materially impact the Project or impair Developer's financial condition or its ability to perform its obligations under this Agreement.

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

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

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

11. Reporting Requirements.

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

(B) City's Right to Inspect and Audit. During construction of the Project and for a period of 3 years after the expiration or termination of this Agreement, Developer shall permit the City, its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

12. General Provisions.

(A) Assignment. During the Term of this Agreement, Developer shall not sell the Property or assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. Notwithstanding the foregoing, or anything in this Agreement to the contrary, the City hereby consents to the temporary transfer of the Property by Developer to the Hamilton County Land Reutilization Corporation (the "**Landbank**"), an affiliate of Developer, or the Landbank taking title to the Property from Seller, in either case in order to minimize predevelopment and operational expenses of the Project (in either case, a "**Landbank Transfer**"). An assignment by Developer of its interests under this Agreement, including by means of a Landbank Transfer, shall not relieve Developer from any obligations or liability under this Agreement. In the event the Landbank takes title to the Property directly from Seller on behalf of Developer, then Developer shall cause the Landbank, as property owner, to execute the Future Project Covenant.

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

provide the greatest legal and practical safeguards with respect to the use of the Funds and the City's interests in connection with this Agreement shall control.

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

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

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

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

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

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

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

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

(K) No Third-Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement (except for those of the Landbank set forth in Section 12(A)).

(L) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).

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

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

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

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

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

Exhibit A – *Site Plan and Legal Description*

Exhibit B – *Statement of Work and Budget*

Exhibit C – *Form of Restrictive Covenant*

Exhibit D – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the **"Effective Date"**).

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date: _____, 2024

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

By: _____

Printed Name: _____

Title: _____

Date: _____, 2024

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen L. Alder, City Finance Director

Exhibit A
to Funding Agreement

Site Plan and Legal Description



Parcel One:¹

Property Address: 1670 Cooper Street, Cincinnati, Ohio 45223

Auditor's Parcel No.: 194-0011-0242-00

Being known numbered and designated as Lots Three Hundred Six (306) Three Hundred Seven (307), Three Hundred Eight (308), Three Hundred Nine (309), Three Hundred Ten (310), Three Hundred Eleven (311), Three Hundred Twelve (312) and part of Lot Fifty-one (51) on a plat of E. Knowlton's Subdivision of Lots in Cumminsville as per plat recorded in Plat Book No. One, page 226, Hamilton County, Ohio Records.

Said lot Three Hundred Six (306), Three Hundred Seven (307), Three Hundred Eight (308), Three Hundred Nine (309), Three Hundred Ten (310), Three Hundred Eleven (311), each fronting twenty-five (25) feet on the north side of Cooper Street and extending back northwardly between parallel lines the same width in the rear as in front a distance of one hundred (100) feet; and

Said Lot Three Hundred Twelve (312) fronting twenty-five (25) feet on the west side of Cherry Street and extending back westwardly between parallel lines same width in rear as in front a distance of one hundred fifty (150) feet; and

Said part of Lot Fifty-one (51) fronting fifty (50) feet on the north side of Cooper Street, one hundred fifty (150) feet west of Cherry Street and running back on the east line of Lot Fifty-one (51) one hundred twenty-five (125) feet to the rear line of said Lot Fifty-one (51); thence west along said rear line to the line of the C.H.&D. Railroad Company's right of way; thence southwestwardly along said right of way to a point where the same intersects the westerly line of said Lot Fifty-One (51); thence southeastwardly along said last-named line to the north line of Cooper Street; and thence eastwardly on the north line of Cooper Street to the place of beginning; and being all of Lot Fifty-one (51) of E. Knowlton's Subdivision except that part which was included in a conveyance of a sixty-six (66) foot strip by Ephriam Knowlton to the C.H.&D. Railroad Company by deed dated December 8, 1854, recorded in Deed Book 214, page 74.

Also being part of Lots numbered 45, 46 and 47 of E. Knowlton's Subdivision; including re-subdivision of original lots as recorded in Plat Book 1, page 226 and Deed Book 104, page 236 of the records of Hamilton County;

Beginning at the intersection of the south property line of Hoffner Street and the west property line of Cherry Street, measure in a southerly direction along the west property line of Cherry Street S 4° 32' West, 120.00 feet to a point; thence in a westerly direction N 85° 22' W, 149.08 feet to a point, said point being 15 feet distant southeasterly as measured radially to the center line of a side track; thence in a northeasterly direction concentric with said side track along a curve to the right having a radius of 3245.96 feet a distance of 181.79 feet to a point in the south property line of Hoffner Street said point being 15 feet distant southeasterly as measured radially to the center line of said side track, the long chord bears N 58°18' East, 181.69 feet; thence along the south property line of Hoffner Street S 85°22' E, 12.45 feet to the place of beginning. Containing an area of 9853 square feet, more or less.

¹ Note: Per Developer's Title Commitment, Parcel One (being Auditor's Parcel No. 194-0011-0242-00) does not have a transferrable legal description. Developer is working with Seller to obtain new legal description and survey with a closure table for Closing.

ALSO,

Being part of Lot Numbered 39 of E. Knowlton's Subdivision, including re-subdivision of original lots as recorded in Plat Book 1, page 226 and Deed Book 104, page 236 of the records of Hamilton County:

Beginning at a point in the north property line of Cooper Street, said point being on a line common to lots 39 and 51 of said E. Knowlton's Subdivision; thence in a westerly direction along the north property line of Cooper Street North $85^{\circ} 20'$ West, 77.23 feet to a point; said point being 15 feet distant southeasterly as measured radially to the center line of a side track; thence in a northeasterly direction N $49^{\circ} 48' 31''$ E, 72.00 feet to a point, said point being 15 feet distant southeasterly as measured radially to the center line of said side track and also on a line common to lots 39 and 51; thence southeasterly along said common lot line S $22^{\circ} 37'$ East, 57.14 feet to the place of beginning. Containing an area of 1961 square feet, more or less.

AND THE FOLLOWING DESCRIBED PROPERTY:

Situate in Section 27, Township 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being lots 43, 44, and part of lots 45, 46, 47, and 51 of E. Knowlton's Subdivision of lots in Cumminsville as recorded in plat book 1, page 226 in the recorder's office of Hamilton County, Ohio and more particularly described as follows:

Beginning at a spike set at the southwest corner of Hoffner and Cherry Streets, said point also being the northeast corner of said lot 47,

Thence N $89^{\circ} 31' 40''$ W - along the south line of said Hoffner Street - 12.45 feet to a p/k nail the real point of beginning for this description;

Thence along the southerly Right-of-Way line of the Grantor's property, along a curve to the left with a radius of 3245.96 feet, an arc distance of 280.30 feet, (chord of said arc bears S $53^{\circ} 10' 28''$ W - 280.21 feet) to an iron pin at the west line of said lot 51;

Thence N $26^{\circ} 40' 00''$ W - along the west line of said lots 51 and 43 - 100.00 feet to an iron pin;

Thence N $63^{\circ} 20' 00''$ E - 16.24 feet to a cross notch;

Thence N $2^{\circ} 14' 36''$ W - 73.48 feet to a bolt set at the northeast corner of said lot 43;

Thence S 89° 31' 40" E - along the south line of Hoffner Street – 257.55 feet to the point of beginning.

Containing 23088.1 square feet.

Being the result of a survey by George Armstrong dated 11/18/88.

AND THE FOLLOWING DESCRIBED PROPERTY:

PARCEL I

Situate in Section 27, Township 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being part of lot 40 of E. Knowlton's Subdivision of lots in Cumminsville as recorded in plat book 1, page 226 in the recorder's office of Hamilton County, Ohio and more particularly described as follows:

Beginning at a spike set at the southwest corner of Colerain Ave. and Cooper Street, said point also being the southwest corner of said lot 39;

Thence N 26° 40' 00" W - along the east line of Colerain Ave. - 23.00 feet to the real point of beginning for this description;

Thence N 26° 40' 00" W - continuing along said east line – 3.00 feet to a cross notch;

Thence N 44° 53' 46" E- 126.49 feet to an iron pin;

Thence S 26° 40' 00" E - along the east line of said lot 40 - 43.00 feet to an iron pin;

Thence S 63° 20' 00" W - along the south line of said lot 40 – 120.00 feet to the point of beginning.

Containing 2759.68 square feet.

Being the result of a survey by George Armstrong dated 11/18/88.

PARCEL II

Situate in Section 27, Township 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio and being part of lots 39 of E. Knowlton's Subdivision of lots in Cumminsville as recorded in plat book 1, page 226 in the recorder's office of Hamilton County, Ohio and more particularly described as follows:

Beginning at a spike set at the southwest corner of Colerain Ave. and Cooper Street, said point also being the southwest corner of said lot 39;

Thence N 26° 40' 00" W - along the east line of Colerain Ave. - 23.00 feet to a point;

Thence N 63° 20' 00" E - along the north line of said lot 39 - 120.00 feet to an iron pin;

Thence S 26° 40' 00" E - along the east line of said lot 39 - 26.13 feet to an iron pin;

Thence S 46° 23' 21" W - 74.68 feet to an iron pin on the north line of Cooper Street;

Thence N 89° 31' 40" W - along said north line - 54.57 feet to the point of beginning;

Containing 4365.55 square feet.

Being the result of a survey by George Armstrong dated 11/18/88.

LESS AND EXCEPT the property conveyed in Official Record Book 5814, Page 1267 and further described as:

SITUATE in Section 27, Town 3, Entire Range 1, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, being part of Lot 40, Knowlton's Subdivision of Cumminsville as recorded in Plat Book 1, Page 226 of the Hamilton County Records, and particularly described as follows:

COMMENCING at the southeast corner of said Lot 40; thence along the east line of Lot 40, North 26°40'00" West 22.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 63°20'00", West, 62.99 feet; thence North 44°53'46" East, 66.40 feet to the east line of Lot 40; thence along said east line South 26°40'00" East, 21.00 feet to the TRUE POINT OF BEGINNING.

Contains 0.0152 acre.

Legal Description prepared by Buford L. Payne, Professional Surveyor No. 5385 on January 3, 1992.

The aforesaid parcel being all of a 1.6109 acre tract of land as consolidated at Plat Book 277, Page 33, saving and excepting the portion sold and conveyed in Official Record Book 5814, Page 1267.

Parcel Two:

Property Address: 3924 Cherry Street, Cincinnati, Ohio 45223

Auditor's Parcel No.: 194-0011-0256-00

The following described real estate situate in Section 27, Township Three (3), Fractional Range Two (2) of the Miami Purchase, known as Lot Sixty-Three (63) of E. Knowlton's Subdivision of lots in Cumminsville as per plat recorded in Plat Book One, Page 226, Hamilton County, Ohio Records.

Said Lot Sixty Three (63) fronting fifty (50) feet on the north side of Cooper Street and extending back northwardly between parallel lines one hundred twenty five (125) feet and lying at the northeast corner of Cooper and Cherry Streets.

Also the following described real estate, being in Section 27, Township Three (3), Fractional Range Two (2) of the Miami Purchase, known as Lots Sixty Four (64) and Sixty Five (65) of E. Knowlton's Subdivision of lots in Cumminsville as per plat recorded in Plat Book One, Page 226 of the Hamilton County, Ohio Records.

Said Lots Sixty Four (64) and Sixty Five (65) each fronting fifty (50) feet on the north side of Cooper Street and extending back northwardly between parallel lines one hundred twenty five (125) feet and lying east fifty (50) and one hundred (100) feet respectively from the northeast corner of Cooper and Cherry Streets.

Also the following described real estate situate in Section 27, Township Three (3), Fractional Range Two (2) of the Miami Purchase and being described as three (3) feet off of the south end of Lots Sixty Eight (68), Sixty Nine (69), and Seventy (70) of E. Knowlton's Subdivision of lots in Cumminsville as per plat recorded in Plat Book One, Page 226, Hamilton County, Ohio Records.

Also the following described real estate situate in the City of Cincinnati, Hamilton County, Ohio, and more particularly described as follows:

Lot Number Sixty Six (66) of Ephraim Knowlton's Subdivision in Cumminsville, recorded in Plat Book 1, Page 226, Recorder's Office, Hamilton County, Ohio, fronting fifty (50) feet on the north side of Cooper Street and extending back same width and along the west side of Turrill Street, one hundred and twenty five (125) feet.

Exhibit B
to Funding Agreement

Statement of Work and Budget

I. Statement of Work.

A. Project.

1. Developer shall acquire the Property, which is a blighted and underutilized site, in order to reposition the Property for high density redevelopment opportunities reflecting the strategic priorities of the City and the Northside neighborhood of Cincinnati.
2. Upon Developer's satisfaction with the Due Diligence Materials, and having received the City's prior written approval thereof, Developer shall acquire the Property using a form of deed acceptable to the City.

B. Future Project. Upon acquisition of the Property and completion of the Project, Developer shall be required to promptly and diligently commence and complete the Future Project, consisting of:

1. Developer shall collaborate with NEST on planning and visioning efforts for the Property, and include NEST in co-developing the Property to complete the Future Project in substantial compliance with the terms and conditions of the Memorandum of Understanding between Developer and NEST.
2. During the process of determining appropriate future development plans for the Property, Developer shall perform robust community engagement tailored especially to the Northside Community Council, Northside Business Association, NEST, and other impacted residents and stakeholders as appropriate, particularly those stakeholders located in close proximity to the Property. Such community engagement shall consist of at least 2 public forum engagement sessions during the early planning stage, and at least 2 community design review sessions with Northside residents and stakeholders during the detailed design stage.
3. Developer shall market the Property for redevelopment, and, if applicable, shall perform any improvements deemed necessary to make the Property marketable for redevelopment. Specifically, as it pertains to the Property, due to known substantial soil contamination, such Property improvements shall include, without limitation, environmental remediation to bring the site to a marketable condition, to the City's satisfaction, by no later than the date that is 30 months after the Closing date. Upon Developer's request and at the DCED Director's sole and absolute discretion, the City may extend this period by up to 12 months by providing written notice to Developer.
4. Port shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.
5. No later than the date that is 60 months after the Closing date, Developer shall cause the commencement of construction of a new construction development to include residential housing units at a total development cost of no less than \$25,000,000. Such development shall include units reserved for affordable housing for households under 60% of area median income, though the City reserves the right to increase this requirement in proportion to any future additional affordable housing subsidy that Developer or its partners may request. Upon Developer's request and at the DCED Director's sole and absolute discretion, the City may extend this period by up to 12 months by providing written notice to Developer.

II. **Budget.**

	City Funds	Non-City Funds	Total
<u>Acquisition Costs</u>			
Purchase Price	\$3,000,000	\$0	\$3,000,000
Due Diligence (Environmental assessment, geotech, survey)	\$134,800	\$0	\$134,800
Closing Costs (legal, title exam, title insurance, recording fees)	\$10,000	\$0	\$10,000
SUBTOTAL ACQUISITION COSTS	\$3,144,800	\$0	\$3,144,800
<u>Soft Costs</u>			
Port Project Delivery Fee	\$152,798	\$0	\$152,798
Loan Fees	\$51,000	\$0	\$51,000
SUBTOTAL SOFT COSTS	\$203,798	\$0	\$203,798
TOTAL PROJECT COSTS	\$3,348,598	\$0	\$3,348,598

Total Sources of Funds

<i>City of Cincinnati (Closing Funds)</i>	\$1,598,598
<i>City of Cincinnati (Installment Funds)</i>	\$1,750,000
TOTAL	\$3,348,598

The parties may elect to revise the Budget to reallocate Funds between budget line items through a letter signed by both the City and Port. However, in no event will the City add any additional funds to the Budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Project.

Exhibit C
to Funding Agreement
Form of Restrictive Covenant

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

RESTRICTIVE COVENANT
(Future Project)

THIS RESTRICTIVE COVENANT (this “**Covenant**”) is made this ____ day of _____, 2024, by THE PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority, the address of which is 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 (“**Developer**”), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”).

Recitals:

A. By virtue of a _____ deed recorded in OR_____, Page _____, Hamilton County, Ohio Records, Developer holds ownership in fee title to certain properties located at 3924 Cherry Street and 1670 Cooper Street Cincinnati, Ohio 45223, all as more particularly described on Exhibit A (*Legal Description*) hereto (collectively, the “**Property**”).

B. The City and Developer are parties to that certain *Funding Agreement* dated _____, 2024 (as the same may hereafter be amended, restated, or replaced from time to time, the “**Agreement**”), which provides that the City is willing to make certain Funds (as described therein) available to Developer to facilitate the acquisition of the Property by Developer so long as Developer agrees to prepare a redevelopment plan for the Property to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Northside neighborhood of Cincinnati, which redevelopment plan will include construction of a dense residential or mixed-use development that includes residential space, which residential component will include units that Developer makes affordable to families earning at or below 60% of the area median income (the “**Affordable Units**”), as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, and as may be updated from time to time (as defined and more particularly described in the Agreement, the “**Future Project**”). Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby declare that the Property is and shall be subject to the provisions of this Covenant as set forth below.

1. Covenant as to Affordability Restrictions. For the period commencing on the completion of construction on the Future Project, as evidenced by the issuance of a certificate of occupancy, and ending on the 10th anniversary thereof (the “**Affordability Period**”), Developer shall make the Affordable Units on the Property available for lease or sale in accordance with the terms and conditions of the Agreement as it relates to the Future Project. During the term of this Covenant, the Property shall not be developed for any purpose other than the Future Project.

2. Covenant not to Sell, Transfer, or Convey Without the City's Prior Written Consent.

Neither the Property nor any interest therein shall be sold, transferred, mortgaged, or conveyed without the City's prior written consent, unless otherwise authorized or permitted as an assignee in the Agreement, until the expiration of the Affordability Period.

3. Enforcement of the Covenants. The City is the beneficiary of the covenants contained herein. Each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against all owners of the Property. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.

4. Covenants to Run with the Land. Developer intends, declares, and covenants on behalf of itself and its successors and assigns that this Covenant and the provisions contained herein (a) shall be covenants running with the land and are binding upon Developer and its successors-in-title, (b) are not merely personal covenants of Developer, and (c) shall inure to the benefit of the City. Developer hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

5. Severability. Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A - Legal Description

SIGNATURES ON FOLLOWING PAGE

Executed on the date of acknowledgement set forth below.

**PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, the _____ of the Port of Greater Cincinnati
Development Authority, an Ohio port authority, on behalf of the port authority.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibit A
to Restrictive Covenant

Legal Description

TO BE ATTACHED TO EXECUTION VERSION

Exhibit D
to Funding Agreement

Additional Requirements

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

Notwithstanding the provisions of this Agreement and this Exhibit:

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

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

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) "Bid" means an offer in response to an invitation for bids to provide construction work.

(2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to

the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (*City's Prevailing Wage Determination*) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

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

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

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

Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA,

applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, **“Contractual Minimum Accessibility Requirements”** means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

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

(Q) Use of Nonfranchised Commercial Waste Haulers Prohibited. The City requires that persons providing commercial waste collection services (as that term is defined under CMC Chapter 730) within the City of Cincinnati obtain a franchise, and the City maintains a list of franchised commercial waste haulers. Grantee 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 Grantee is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be

directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.

ADDENDUM I
to Additional Requirements Exhibit
(City's Prevailing Wage Determination)

INTENTIONALLY OMITTED



202402103

Meeka D. Owens
Cincinnati City Council

September 24th, 2024

ART IN CITY HALL

WE MOVE that the administration identify the feasibility of integrating art into Cincinnati City Hall. We ask that there be pieces of art in every area of the building. These pieces should be comprised of works done by Cincinnati artists or about Cincinnati.

WE FUTHER MOVE that there be an emphasis put on ensuring that we can identify how to best leverage existing art organizations including but not limited to, ArtsWave, Artworks, Cincinnati Art Museum, Taft Art Museum, the Clifton Cultural Arts Center, the Pendleton Art Center, the Cincinnati Ballet, and the Cincinnati Arts Association.

WE FUTHER MOVE to identify how we can leverage our educational institutions to get student art into City Hall these institutions should include but not be limited to Cincinnati K-12 Schools (Public and Private) and the University of Cincinnati.

WE FUTHER MOVE that the administration identify all possible costs that may be associated with the loaning or donation of local works of art.

WE FUTHER MOVE leveraging and establishing greater partnerships in the community should be a cornerstone of this process.

Meeka D. Owens

STATEMENT

Cincinnati is truly blessed to have such a strong art culture; we can see it in our murals and buildings through all 52 neighborhoods.

ArtsWave reporting that from 2019-2022 the arts and culture sector economic impact was nearly \$1.6 billion. It is projected that from 2023-2027 the economic impact could grow to \$2.7 billion, these numbers do not include BLINK. There is a growth in total economic impact, total earnings, total jobs, and total taxes when it is related to the arts and culture sector. When accounting for BLINK there was nearly a quarter of a billion dollars economic impact.

Cincinnati's ten largest arts and culture organizations which include, the Cincinnati Art Museum, Cincinnati Public Radio, the CSO, Cincinnati Museum Center, and more garnered over \$367 million dollars. Our community is continuing to show that the arts are important; our community has invested over \$750 million in capital investments to art and cultural institutions since 2015.

These numbers speak for themselves that our art scene is only continuing to grow. Our community's artistic lineage deserves to be put on display at every opportunity and that is why we should open the doors of City Hall to our local art community. The organizations above and more are ready to begin this project. We as the municipal government have a responsibility to elevate parts of our community when they are excelling, that is why we need our community's art on display in our local house of democracy.



2024102105

Seth Walsh
Councilmember

9/24/24

MOTION

To Report on the Contract Status for FY25 Funding Recipients

WE MOVE that the Administration provide a report within 30 days on contract status for all FY2025 NBDIP recipients and all FY2025 Leveraged Support recipients.

We further move that this report be updated monthly until all recipients are under contract.

STATEMENT

It is a priority of this Council that we deliver funding contracts to our community partners in a timely manner.

We seek this report to update ups on who has been awarded funding, how much funding they have been awarded, and the status of their contract. The status should be either completed, waiting on City, waiting on partner or not yet provided. The report should also include the last date of contact or when the final executable contract was signed.

Councilmember Seth Walsh

September 25, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202402071

Subject: **Report - Tax Incentive Review Council Status of Property Tax Exemptions for Year End 2023**

BACKGROUND

The Tax Incentive Review Council (TIRC) held its annual meeting on June 20, 2024 to review the 2023 period performance of companies granted property tax exemptions under Sections 5709.85, 725, and 3735.671 of the Ohio Revised Code (ORC). The TIRC review determines whether businesses have complied with the terms of their agreement related to project investment and job retention/creation. The tax exemption agreements typically allow the company three years to achieve investment and job goals.

The TIRC recommends continuation, modification, or termination of Tax Increment Financing (TIF) exemptions and Community Reinvestment Area (CRA) agreements. It is important to note that the majority of tax exemption agreements executed by the City in recent years have been CRA agreements. TIF Agreements are more complex and tend to be used for large projects and have longer terms.

The following documents are attached:

- Attachment I (*TIRC 2024 Minutes and Summary Report*) reflects the minutes of the TIRC's 2024 Annual Meeting and the Summary Report.
- Attachment II (*2024 TIRC Report – TIF and ORC 725 Exemptions*) represents details of the 2023 year-end status of TIF Projects (General Information and Revenues and Expenditures), TIF Districts, and ORC 725 Exemptions.
- Attachment III (*2024 TIRC Report – CRA Agreements*) reflects details of the 2023 CRA Tax Abatements in four sections: General Information, Construction Issues, Jobs & Payroll Issues, and Reporting Issues.

PERFORMANCE OF TIF DISTRICTS AND TIF PROJECTS

The TIRC is required to review TIF exemptions including TIF Projects and TIF Districts. Attachment II provides detailed information on the 54 Project TIFs, 35 District TIFs, and seven ORC 725 exemptions. All companies with TIF or ORC 725 exemptions are in compliance with required service payments and these exemptions are recommended for continuation.

PERFORMANCE OF COMMERCIAL CRA AGREEMENTS

During the 2023 period there were 377 active commercial CRA agreements. A breakdown of the 2023 review and performance is summarized below and is also detailed in Attachment III:

- There are 330 agreements recommended for **continuation**.
- There are 25 agreements recommended for **modification**. In all 25 cases there is an extension request pending an amendment. Similar to last year, most of the construction delays are related to employment and supply issues as a result of the pandemic and economic factors. Amendments are being drafted for agreements where a letter from the Department Director is not sufficient.
- Five companies are recommended for **termination**. Three of these companies were in default on their CRA Agreement and will be terminated should the default not be remedied. Two of the five terminations are projects where the development plans have changed.
- Seventeen agreements have expired and the projects have been closed.

Termination as a Result of Default

- Lyjaad, LLC (Clifton Market)
- Children United, LLC (Youthland Academy)
- 1737 Vine, LLC

Termination due to Change in Development Plans

- Supreme Bright Cincinnati, LLC (First National Bank)
- Traction Partners, LLC (Traction Company Building)

Agreements that Expired in 2023

- Christian Moerlein Brewing Company
- NBDC I, LLC (Hildebrandt/Hilmon Child Care Center)
- Grandin Company LTD (1308 Race Street)
- Seymour Investments, LLC (Enquirer Distribution Center-Techsolve II)
- Keidel Supply Company, Inc. (Keidel Relocation Project)
- Central Y Senior Apartments, LLC (Parkway Place Apartments)
- Urban Sites (9487 Dry Fork Rd, LLC)
- ACG Federal Reserve, LLC (The Reserve)
- Avila Magna Group, LLC (1509 Republic Street)
- 2718 Observatory Partners, LLC (2718 Observatory Avenue)
- Machine Flats, LLC (3301 Colerain)
- Avondale Housing II, LLC (Avondale Revitalization Phase 1A)
- GCRC Power, LLC (The Power Building)
- North Rhine Heights L.P. (North Rhine Heights)
- 1400 Race, LLC (1400 Race Street)

- Woodburn Pointe, LLC (Woodburn Pointe)
- Aegis Protective Services (3033 Robertson Avenue)

RECOMMENDATION

The ORC Section 5709.85(E) states that City Council must act on the CRA and TIF program recommendations determined at the annual TIRC meeting. Recommendations to continue, modify, or terminate company agreements are contained in the 2024 TIRC Minutes (Attachment I). The Administration recommends approval of these minutes and the recommendations therein.

Attachments: I. TIRC 2024 Meeting Minutes and Summary Report
 II. 2024 TIRC Report – TIF and ORC 725 Exemptions
 III. 2024 TIRC Report – CRA Agreements

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

Tax Incentive Review Council

2024 Annual Meeting
 June 20, 2024 at 3:00 p.m.
 Two Centennial Plaza, 805 Central Avenue, 7th Floor
 Griesel Conference Room
 Cincinnati, Ohio 45202

ATTENDANCE

Members & Designees in Attendance

Member	Designee/Staff	Affiliation
✓ Auditor Jessica Miranda, Chair	✓ Beth Weber	Hamilton County Auditor
City Manager Sheryl M.M. Long	✓ Markiea L. Carter	City of Cincinnati (Manager)
Councilmember Jan-Michele Lemon Kearney	N/A	City of Cincinnati (Council)
Karen Alder	✓ Christine Noone	City of Cincinnati (Finance)
Jennifer Wagner	✓ Benjamin Heckert	Cincinnati Public Schools

Other Attendees	Affiliation
Michael Banish	City Staff-DCED
Dan Bower	City Staff-DCED
Kaitlyn Geiger	City Staff-Law
Emily Kujawa	City Staff-Law
Tim Lynch	City Staff-Law
Morgan Porter	City Staff-Law
Molly Baker	City Staff-Law
Sara Sonnier	City Staff-Law
Taylor Gilmore	City Staff-Law
John McCafferty	City Staff-CMO
Hayley Banerjee	City Staff-CMO
Linus Beatty	City Staff-Budget
Olivia Balakos	City Staff-Budget
Shelby Dolley	City Staff-Budget
Morgan Rahe	City Staff-DCED
Matthew Floyd	City Staff-DCED
Dejah Rawlings	City Staff-DCED
Brianna Wiltshire	City Staff-DCED
Sherry Coolidge	Cincinnati Enquirer

MINUTES OF THE 2024 TIRC MEETING

Ms. Miranda called the meeting to order at 3:03pm and invited everyone to introduce themselves.

Michael Banish reviewed the purpose of the meeting.

Dan Bower, Deputy Director, Department of Community and Economic Development, reviewed the Tax Increment Financing exemptions, both Projects and Districts. He presented staff recommendations to continue all exemptions.

TIRC Recommendation – Motion by Director Carter, second by Mr. Heckert, to continue both the Project and District TIF exemptions. Motion carried unanimously.

Dan Bower reviewed the ORC 725 Urban Renewal Exemptions. He presented staff recommendations to continue all ORC 725 Exemptions.

TIRC Recommendation – Motion by Director Carter, second by Mr. Heckert, to continue all ORC 725 Exemptions. Motion carried unanimously.

Michael Banish reviewed the summary of the Community Reinvestment Area (CRA) Property Tax Abatements. He reported on results of the actions taken at the 2023 TIRC last year. He then presented staff recommendations for the 2023 CRA Agreements and reviewed the CRA Agreements that expired in 2023.

TIRC Recommendation – Motion by Mr. Heckert, second by Director Carter, to accept staff recommendations for the CRA Agreements. Motion carried unanimously.

Director Carter made a motion to adjourn the meeting, second by Mr. Heckert. Motion carried unanimously.

Meeting adjourned at 3:30pm.

Purpose of the Tax Incentive Review Council

According to Ohio Revised Code Section 5709.85, the TIRC meets annually to review all agreements granting exemptions from property taxation and any performance or audit reports required to be submitted pursuant to those agreements (see the attached reports). The Council determines whether the owner of the exempted property has complied with the agreement and may consider market fluctuations or changes in the business cycle unique to the owner's business. The Council shall submit to City Council written recommendations for continuation, modification, or cancellation of each agreement.

TIRC REPORT NARRATIVE

Tax Increment Financing (TIF) Exemptions (ORC 5709.40 & 5709.41)

A. Program Overview

Developers making a large-scale investment that requires substantial public infrastructure improvements may be able to use Tax Increment Financing (TIF) to offset a portion of those costs. In certain limited circumstances, TIF dollars may be used more broadly for urban redevelopment purposes.

How Do They Work? The Ohio legislature has authorized the creation of Tax Increment Financing under ORC Section 5709.40 and 5709.41. Upon creating a TIF, Ohio allows a municipality to grant a tax exemption up to 100% of the newly created real property value with the consent of the local school district. Municipalities may require payments in lieu of taxes on the exempt real property value. All payments in lieu of taxes collected on this newly created property value can be used to fund public infrastructure improvements and other eligible uses or pay debt service on bonds issued for such eligible uses. The two most common types of TIF in Ohio are Project TIFs and District TIFs. Project TIFs are applicable to particular developments. District TIFs apply to a specific geographic area of the City. In both cases, taxes are exempted on improvements (for the specific project, in the case of a Project TIF, or within the district, in the case of a District TIF), and the City may impose payments in lieu of taxes. District TIFs are subject to geographic area and assessed value caps under state law.

What Are the Benefits? Tax Increment Financing provides a method to fund public infrastructure and other eligible site improvements adjacent to and within new commercial developments.

How Is It Used? To initiate the process, a developer applies to the City for a TIF designation prior to the commencement of any construction activities. Next, the Department of Community & Economic Development reviews submitted information and requests additional information as required to determine whether debt must be issued to construct the public improvements and may refer the developer to the Port Authority to underwrite the debt issuance. Finally, a recommendation is made to City Council for the designation of the Project as a TIF as well as any related legislation and legal agreements, such as a Development Agreement (governing the developer's construction of their project), Cooperative Agreement (when debt is to be issued

through the Port), debt agreements (when the City issues the debt) and other related documents (i.e., letter of credit and service agreements). Depending on the timeline of a project's infrastructure needs, the City creates a Project TIF or District TIF and either: 1) waits until the revenues derived from the TIF are sufficient to pay for the costs of the infrastructure, or 2) issues debt for the construction of the infrastructure with such bonds being backed by the future TIF revenues. The decision of whether or not to issue debt depends solely on the immediacy of the project's infrastructure needs. The City frequently utilizes the Port Authority for the issuance of debt of TIF projects.

Pursuant to House Bill 33, passed by the 135th Ohio General Assembly, in 2024 the City of Cincinnati passed Ordinance No. 183-2024 to allow service payments from certain defined Project TIFs to be used anywhere in the City of Cincinnati on public infrastructure improvements furthering urban redevelopment.

B. Staff Review of TIF Districts and Project TIFs

In 2023, the City of Cincinnati had a total of 35 TIF Districts. The 35 Districts received a total of \$56,893,163 in Statutory Service Payments in 2023 and made expenditures in 2023 totaling \$41,328,876.

The City had 54 Project TIFs at various stages at the end of 2023. For the 35 Project TIFs receiving and distributing payments, there was a total of \$34,958,761 in revenue and \$29,400,233 in expenditure.

For the 42 TIFs with numbers at the time of legislation, the projects in aggregate project a total of \$2.4 billion in real estate investment, and a commitment of 10,287 jobs. Through 2023, the City has received reports and estimates for 30 Project TIFs with an actual real estate investment of \$1,510,656,911 and a total number of jobs retained of 658 and a total number of jobs created of 6,646. (Note: These aggregate figures are based on both company reports and department estimates. The City will continue to request data from these companies throughout the year.)

C. Recommendations on TIF Exemptions

Staff recommends all current TIF exemptions be Continued.

Urban Renewal Debt (ORC 725)

A. Program Overview

Under Ohio Revised Code Chapter 725, a municipality can enter into a development agreement with a developer of land in an urban renewal project and can authorize a real property tax exemption with respect to the improvements constructed and require the owner to make payments in lieu of taxes to the municipality. The municipality can use those payments to pay debt service on Chapter 725 bonds and for related expenses. The City has created 32 separate Urban Renewal Plans in order to undertake Urban Renewal efforts under ORC 725 within these areas.

B. Staff Review of Agreement ORC 725 Exemption Statuses

In 2023, the City had seven active Urban Renewal agreements for projects undertaken in Downtown, the East End, and the West End. These agreements are compliant with their requirements to make service payments and minimum service payments to pay urban renewal project debt.

C. Recommendations on ORC 725 Exemptions

Staff recommends all current Urban Renewal Exemptions be Continued.

Community Reinvestment Area Property Tax Abatement Program

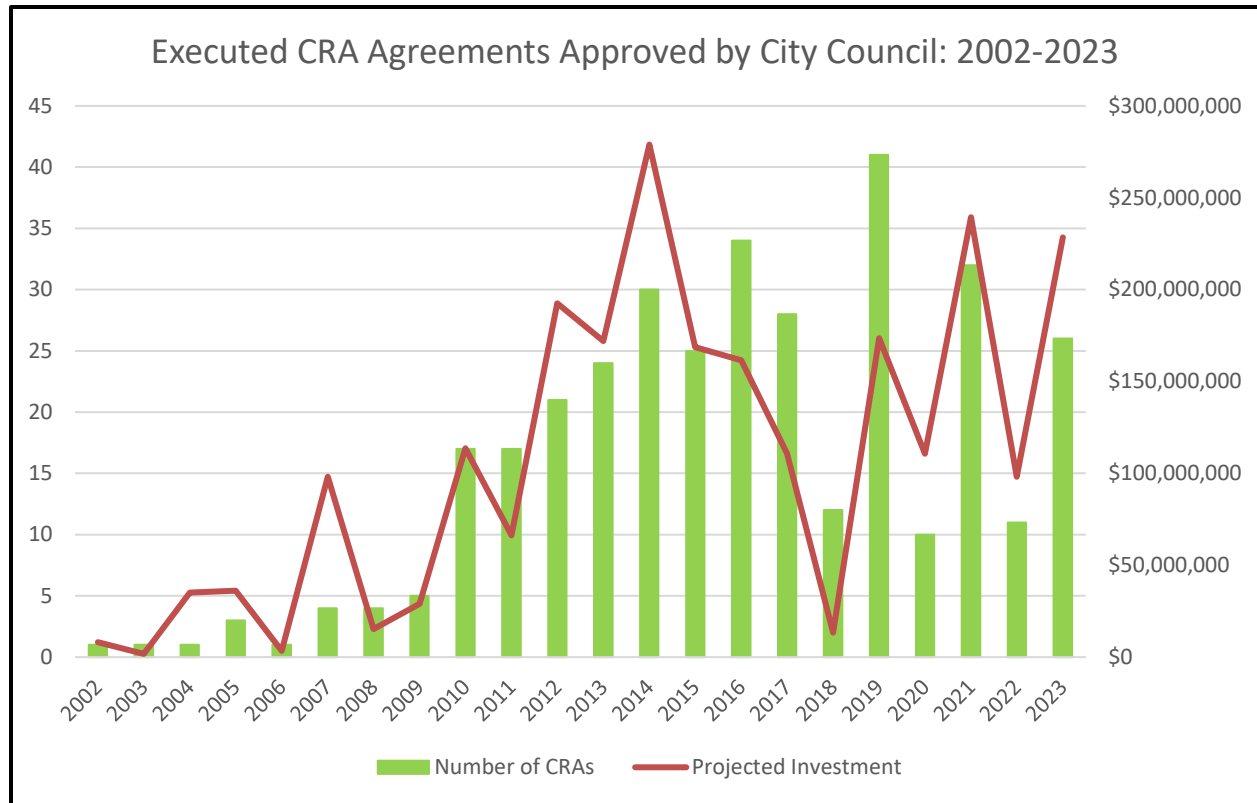
A. Program Overview

The City of Cincinnati offers a Community Reinvestment Area (CRA) tax abatement program to developers building or renovating a multi-family residential, commercial, industrial, or mixed-use facility. The following steps outline the process of approving a CRA and putting the tax abatement into effect:

1. The Company submits an initial CRA application.
2. The City of Cincinnati's Department of Community Economic Development (DCED) reviews the application, negotiates an agreement, and makes a recommendation to City Council.
3. City Council passes an ordinance to authorize the recommended property tax exemption and a CRA agreement is executed by the City Manager.
4. The Company begins construction of the improvements to the property.
5. The Company enters into a Payment in Lieu of Taxes (PILOT) agreement with Cincinnati Public Schools (CPS) and registers the agreement with Ohio Department of Development (ODOD).
6. The Company submits a completion application to DCED once construction is completed.
7. DCED sends all agreement materials to the Hamilton County Auditor.
8. Hamilton County Auditor assesses improvements and starts the abatement.
9. The Company submits annual reports and fees to the City during the term of the abatement.
10. DCED submits an annual report on all agreements to ODOD in March and presents the information to the TIRC in June and reports to City Council in September.

At the end of 2023, the City of Cincinnati had 377 active Commercial CRA agreements that had been approved by City Council, including 26 new agreements that were executed in 2023 (one of these was approved by Council in 2019, and several were approved in 2021). There were five additional CRA agreements approved by City Council in 2023 that did not have executed agreements until 2024 and are not included on this list.

The following chart reflects the 377 CRA Agreements that are currently active and approved by City Council. These CRA Agreements reflect over \$3.1 billion in Projected Investment.



There have been five CRAs approved by City Council in 2024 so far; and three of these have an executed CRA Agreement.

B. Actions Taken on 2023 TIRC Recommendations

The following tables reflect actions taken by the City Administration based on TIRC recommendations from its 2023 meeting.

Table: 2023 TIRC Modifications Recommended and Actions Taken

Organization Legal Name	Project Name	Pending Issues	Resolution
100 E. McMicken, LLC	100 E. McMicken CRA	Pending extension amendment	Amendment in process
116 E. McMicken, LLC	116 E. McMicken CRA	Pending extension amendment	Amended
119 E. McMicken, LLC	119 E. McMicken	Pending extension amendment	Amendment in process
161 McMicken, LLC	161 E McMicken	Pending Completion App	App received
161 McMicken, LLC	161 E McMicken	Pending 2022 Annual Report; Pending 2022 Annual Fee	Reports received
1629 Citadel LLC	2346 Boone CRA	Pending extension amendment	Amended
1725 Elm Street, LLC	1725 Elm CRA	Pending extension amendment	Amended
1733 Elm St, LLC	1733 Elm Street	Pending extension amendment	Amended
1735 Vine, LLC	1735 Vine Street CRA	Pending extension amendment	Amended
1814 Central, LLC	OTR Stillhouse	Pending Completion App	App received
222 Mohawk LLC	222-226 Mohawk CRA	Pending 2022 annual fee	Fee paid
233 Gilman, LLC	225 Gilman	Pending extension amendment	Amendment in process
421 Hoge Street, LLC	421 Hoge Street	Pending Completion App	Amendment in process
423 East 13th Street, LLC	423 E. 13th Street	Pending Extension Amendment	Pending project start
423 East 13th Street, LLC	423 E. 13th Street	Pending 2022 annual report; Pending 2022 annual fee	Report & Fee received
509 E12 ST, LLC	509 E12 ST CRA	Pending extension amendment	Amended
6558 Gracely, LLC	Gracely Event Centre CRA	Pending extension amendment	Amendment in process
6558 Gracely, LLC	Gracely Event Centre CRA	Pending 2022 annual fee	Fee paid
830 Main Street, LLC	830 Main Street	Pending extension amendment	Amended
Acanthus Properties V, LLC	1704 Elm Street CRA	Pending extension amendment	Amended
Azeotropic Partners, LLC	1301 Walnut St_ Commercial	Pending extension amendment	Amendment in process
Building #1, LLC	100 E. Clifton, 101 & 105 Peete Renovation	Pending Extension Amendment	Amended
Cincinnati Brewery District Apartments, LLC	1906 Elm Street	Pending extension amendment	Amended
Cincinnati Brewery District Apartments, LLC	1906 Elm Street	Pending 2022 annual fee	Fee paid
Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street	Pending Construction start, then Extension Amendment	Pending project start
Condominium Holdings, LLC	1505 Race	Pending Extension Amendment	Amendment in process
Condominium Holdings, LLC	116 W 15th Street	Pending Extension Amendment	Amendment in process
Court and Vine Holdings, LLC	915 Vine Street CRA	Pending extension amendment	Amended
Court and Vine Holdings, LLC	31 E Court CRA	Pending extension amendment	Amended
Court and Vine Holdings, LLC	7-11 E Court Street CRA	Pending extension amendment	Amended
Court Street Condos, LLC	Court Street Commons	Pending extension amendment	Amended
E.M.A. Freeman, LLC	Freeman Apartments	Pending 2022 annual report; Pending 2022 annual fee	Report & Fee received
Fountain Place, LLC	Fountain Place (TIF like a CRA)	Pending completion application	App received
Neyer Holdings, Inc.	130-132 E. 6th Street	Pending Extension Amendment	Amendment in process
Neyer Holdings, Inc.	130-132 E. 6th Street	Pending 2022 annual fee	Fee paid
Northcrown 56 McMicken, LLC	56 E. McMicken CRA	Pending extension amendment	Amended
Northcrown Property, LLC	1614 Walnut Street LEED CRA	Pending extension amendment	Amendment in process
OTR Market Properties, LLC	1635 Race	Pending Extension Amendment	Amended
OTR Market Properties, LLC	1635 Race	Pending 2022 annual report	Report received
Perseverance Commercial, LLC	Perseverance Commercial CRA	Pending extension amendment	Amended
Seitz, LLC	303 Seitz St	Pending Extension Amendment	Amendment in process
Supreme Bright Cincinnati	First National Bank	Pending 2022 annual fee	Pending project start

Table: 2023 TIRC Terminations Recommended and Actions Taken

Organization Legal Name	Project Name	Action Taken
E Barg LLC	1738-40 Queen City CRA	Terminated
Traction Partners, LLC	Traction Company Building	Pending construction start
Supreme Bright Cincinnati	First National Bank	Pending construction start
The Fortus Group	W Liberty & Elm	Terminated
1737 Vine, LLC	1737 Vine Street CRA	Pending default notice
Youthland Academy	Children United, LLC LEED CRA Tax Exemption	Pending default notice

C. 2024 TIRC – 2023 Annual Reports and Fees

Annual Reports are due from each company every year of the CRA Agreement starting with the year the Agreement is executed. Of the 377 active agreements, 364 annual reports have been submitted (97%), and 13 have not been submitted. Two of these missing reports have agreements pending termination and no report is required (see below). The remaining 11 missing reports continue to be requested by the Department.

UPDATE: As of July 22, 2024, 365 annual reports had been received.

The Department has contacted the companies representing the remaining 11 agreements about submitting the annual reports. A few have requested report deadline extensions, and others have simply not responded. Staff will continue to attempt to collect these reports for the remainder of the year.

Annual Fees are also due every year and are calculated as 1% of the forgone taxes (taxes exempted by the Agreement), or \$500 minimum and \$2,500 maximum. Companies that have construction underway on their projects typically pay the minimum \$500 annual fee. As of this writing, 322 (85%) 2023 Annual Fee payments have been made totaling \$293,891 (89%). Of the remaining 55 companies with outstanding fee payments, several have requested deadline extensions, and five are being terminated and no fee is expected due to termination recommendation (see below).

UPDATE: As of July 22, 2024, 344 annual fees had been collected, for a total of \$310,612.

As with the annual reports, the Department will continue to attempt to collect the remaining 55 annual fees due.

Three terminations are recommended this year as a result of outstanding 2022 and earlier Annual Reports or Annual Fees: Lyjaad, LLC; 1737 Vine, LLC; and Youthland Academy. These recommendations are a result of multiple attempts to request reports and fees without a response from the company. The complete list of termination recommendations is below.

D. 2024 TIRC – Staff Review of Agreement Statuses for 2023

Out of the 377 total active Agreements in 2023, there were 304 completed projects representing a total Projected Investment of \$1,938,398,405 and a Total Company-reported Investment of \$2,274,384,539, or 117% of the projection. Of the 20 projects completed in 2023, 15 reported project expenditures at or above the amounts projected.

There are 72 projects that are not completed as of this writing, representing a total Projected Investment of \$742,653,863. Of these, 28 projects were expected to be completed on or before December 31, 2023. Two of these are recommended for termination, five have not started construction, 14 have requested extensions that are in process, and seven are working on their completion applications. Six of these developers have delayed the start of their construction due to supply chain and labor market factors. All 72 projects are subject to the City's Wage Enforcement requirements for construction. There are no pending Wage Enforcement complaints related to these projects.

The total new jobs commitment from the 377 active CRA Agreements is 6,649 jobs created. Companies that submitted an annual report (348) reported approximately 10,973 jobs created in 2023, with the largest jobs created figures reported by Fountain Place, LLC (The Foundry-1,462 jobs), Medpace (3 CRA Agreements – 1,295 jobs), and Aegis Protective Services (500 jobs).

There were 26 companies in 2023 that were past their job creation ramp-up period and have not met their job creation commitments by at least 75%. Most companies suggest that market factors, especially in the restaurant and hospitality industries, were the major cause of their job issues. Most companies have had less than expected growth over the past year. Many cannot find workers to hire. Work-from-home jobs have become more prevalent, often forcing companies to restructure their operations to a hybrid model. Many of these factors will continue to impact companies in 2024 as some industries have been slow to recover from the pandemic, and all are dealing with supply chain and other market factors beyond their control.

The City Administration has requested information from many of these companies related to their specific conditions that resulted in job losses and the inability to meet their commitments. While these non-compliance issues are reflected in the CRA and TIF reports, they are not the basis for any termination recommendations except in those cases where the company has not responded to the issues when asked. The Department will continue to request this information from companies with job commitment or payroll commitment issues as these issues are identified.

E. Recommendations for CRA Agreements (2024 TIRC)

The following table represents the staff recommendations for the 377 active CRA Agreements as of the end of 2023.

Recommendation	Status	Agreements
Continue-Compliant	Pending Completion	34
	Complete	249
Continue-Non-Compliant	Pending Completion	17
	Complete	30
Modify	Extension Request Pending	25
	Pending Completion Application	0
Terminate	In default	5
Expired in 2022 (Terminate)	Expired in 2022	17
TOTAL		377

Continuations

Recommendations to Continue include 283 active agreements with companies that are compliant with the CRA Agreement. Of these, 34 are pending completion. There are 47 agreements that are recommended Continue despite non-compliance issues related to pending completion application and annual reporting/fee payment issues.

Modifications

Recommendations to Modify agreements (25) reflect delays in construction that require extension amendments. Several of these developers have delayed the start of construction on their project due to supply chain issues or inspection delays.

Delays in submitting the completion application may result in the need for an extension. Extensions can be in the form of a letter from the Director of the Department of Community and Economic Development or by amendment, depending on what the agreement allows and the length of extension required.

Terminations

The following CRA Agreements are recommended for Termination:

- **Lyjaad, LLC** – This is the Clifton Market project. The 2022 and 2023 CRA Annual Fees have not been paid despite numerous attempts to contact the Company.
- **Children United, LLC (Youthland Academy)** – This company has not submitted Annual Reports or Fees since 2019. They also have not submitted their LEED documentation, and therefore are not eligible for an abatement. Multiple attempts to contact the company have failed. This Agreement was on the list last year for termination, and it is in process.
- **Traction Partners, LLC (Traction Company Building)** – This company has not met its obligation to complete the project by April 30, 2022. The developer has requested an extension, but the project has not yet started construction and the developer has not provided evidence satisfactory to the City that they are ready to commence construction on the hotel project should they be granted an extension.
- **1737 Vine, LLC** – 1737 Vine Street has not submitted the 2022 or 2023 CRA Annual Report and has been consistently late over the past few years. Several requests for the 2023 Annual Report have gone unanswered (the Company did pay the 2023 Annual Fee). The

Company has also not made the 2021, 2022, or 2023 VTICA Payments for Streetcar Operations that are part of the Agreement. This Company was on the list of recommended Terminations last year and the termination is in progress.

- **Supreme Bright Cincinnati, LLC (First National Bank)** – This company has not met its obligation to complete the project by December 31, 2021. The developer has requested termination of the existing CRA Agreement as it considers revisiting the project and possibly applying for a new incentive.

UPDATE: The CRA Agreement with Supreme Bright Cincinnati, LLC has been terminated. A new CRA Agreement is in process.

The City will continue to work with these companies on these issues prior to termination to see if the issues can be remedied.

Expirations

The following 17 CRA Agreements expired at the end of 2023. No action from the TIRC is needed. These 17 tax abatements represent a total abated value of \$59.6 million and a forgone taxes amount of \$1,710,803.

- Christian Moerlein Brewing Company
- NBDC I, LLC (Hildebrandt/Hilmon Child Care Center)
- Grandin Company LTD (1308 Race Street)
- Seymour Investments, LLC (Enquirer Distribution Center-Techsolve II)
- Keidel Supply Company, Inc. (Keidel Relocation Project)
- Central Y Senior Apartments, LLC (Parkway Place Apartments)
- Urban Sites (9487 Dry Fork Rd, LLC)
- ACG Federal Reserve, LLC (The Reserve)
- Avila Magna Group, LLC (1509 Republic Street)
- 2718 Observatory Partners, LLC (2718 Observatory Avenue)
- Machine Flats, LLC (3301 Colerain)
- Avondale Housing II, LLC (Avondale Revitalization Phase 1A)
- GCRC Power, LLC (The Power Building)
- North Rhine Heights L.P. (North Rhine Heights)
- 1400 Race, LLC (1400 Race Street)
- Woodburn Pointe, LLC (Woodburn Pointe)
- Aegis Protective Services (3033 Robertson Avenue)

2024 TIRC Report
Project TIFs - Part 1

7. Project Information/Name	Organization Legal Name	8. Type of Project	9. Type of Public Improvements	10. Exemption Term	11. Project Investment: Projected	11. Project Investment: Actual	12. Employment Information: Jobs Projected	12. Employment Information: Retained Actual	12. Employment Information: Created Actual
Madison & Whetsel Phase IIA	Ackermann Enterprises, Inc.	Mixed Use		30 years	\$20,240,000				
			Public Improvements = Certain Streetscape Improvements, Private Improvements = 171 residential units developed and approx. 11,000sf of street level retail commercial space and an approx. 240-space parking lot						
College Hill Station	College Hill Station, LLC	Mixed Use		30 years	\$29,775,355	\$32,734,764	22	0	4
Fourth and Race Redevelopment	Fourth and Race Redevelopment, LLC	Mixed Use		30 years	\$73,621,460		61		
Anthem Site Redevelopment	1351 WHT Land, LLC	Mixed Use	apartments, parking garage, retail	30 years	\$48,355,000	\$78,010,066	5	0	5
601 Pete Rose Way (Artistry)	Milhaus	Mixed Use	344 residential units, a 400 space parking facility and 7,750 SF of commercial space.	30 years	\$77,268,679	\$78,661,684	20	0	20
			No public improvements. This is a TIF rebate project where the property was carved out as a Project TIF. The Private improvements are the development of a Moxy branded hotel by Marriott. The hotel is currently under construction.						
3rd and Main	Fort Wash Hills, LLC	Commercial		30 years	\$16,830,000	\$10,000,000	15	0	0
Central Trust Tower (PNC Tower)	CCACBD Cincinnati II, LLC	Mixed Use		30 years	\$103,500,000		6		
Riverside Yard	Allegra Cincinnati, LLC	Industrial	Construction of Last Mile facility	30 years	\$7,250,000	\$0	50	0	55
12th and Sycamore (1118 Sycamore Street)	CSP 1118 Sycamore Street, LLC	Mixed Use	155 Apartment Units, 12,500 commercial space, 134 structured parking spaces	30 years	\$40,110,000	\$48,700,000	5	0	5
Gershom Grove (CitiRAMA 2016)	Gershom Grove, LLC	Residential	Single-family Homes	30 years	\$8,060,000				
Center of Cincinnati (Milicron)	Milacron LLC	Commercial		30 years			0		645
Center of Cincinnati (Oakley N.)	Vandercar Holdings	Commercial		30 years			0		150
Centennial	Uptown Community Partners, LP	Commercial		30 years					
Gateway West Redevelopment	Linn Street Holdings LLC	Commercial		30 years					
5311 Hetzel-Holiday Inn	Red Bank Hetzel, LP	Commercial	Hotel	30 years			0		15
Columbia Square	Columbia Square 2, LLC	Commercial		30 years	\$18,656,000		160		400
Keystone Park Phase I	Neyer Properties, Inc.	Commercial	Office building with parking	30 years	\$20,845,920	\$10,050,149	49	0	211
Queen City Square/Great American Tower	The Western and Southern Life Insurance Co.	Commercial	Public Improvements: 11 level, 1,700 space parking garage and lobby Outdoor plaza at 4th & Sycamore Transformer vaults Pedestrian entry rotunda and arcade connection to the office tower elevator lobbies Private Improvements: 800,000 SF office tower and interior TI Approx. 20,000 SF street-level retail space and interior TI	30 years	\$73,267,966	\$333,000,000		0	1,200

2024 TIRC Report
Project TIFs - Part 1

7. Project Information/Name	Organization Legal Name	8. Type of Project	9. Type of Public Improvements	10. Exemption Term	11. Project Investment: Projected	11. Project Investment: Actual	12. Employment Information: Jobs Projected	12. Employment Information: Retained Actual	12. Employment Information: Created Actual
			Public improvements include Disney Street, Vandercar Way, Factory Colony Lane and improvements to Marburg Avenue, along with associated utilities. Completed private improvements include The Boulevard at Oakley Station Apartments, Anthem Office Building, Cinemark Theatre, Homewood Suites Hotel, Kroger Marketplace, Planet Fitness Gym, and several retail/restaurant buildings and associated site improvements. Private improvements currently under construction include Fairfield and Towneplace Suites Hotel and Oakley Greens Entertainment Venue.						
Oakley North Redevelopment (Oakley Station)	USS Realty, LC	Commercial		30 years	\$93,000,000	\$150,000,000	1,700	0	1,300
Fifth and Race (dunnHumby USA)	dunnHumby HQ Building Company, LLC	Mixed Use	Office building with retail	30 years	\$88,759,000		100		
Mercy Health - 1788 Tennessee	Mercy Health	Commercial	Construction of Mercy Health's new headquarter building	30 years	\$70,750,000	\$89,603,146		0	0
Keystone Parke Phase II	Neyer Properties, Inc.	Commercial	Rehabilitation Hospital and Public Garage	30 years	\$20,845,920	\$1,208,935	49	0	100
The Banks Lot 2B	Riverbanks Phase II-A Owner, LLC and Riverbanks Phase II-B Owner, LLC	Commercial	Office building	30 years			1,800		800
Messer HQ Relocation	Messer Realty XII, LLC	Commercial	2-story, approximately 50,000 square foot office building to serve as the headquarters of Messer Construction Co. and certain related entities.	30 years	\$12,000,000	\$14,427,160	140	116	28
RBM Development Phase 2A	The Port, 100 Medpace Way, LLC	Commercial	Operating Hospitality company as well as the accompanied property	30 years	\$126,000,000	\$82,000,000	700	0	100
Vernon Manor Phase II	Vernon Manor Offices II, LLC	Commercial	Parking garage	30 years	\$30,293,525		650		
Keystone Park Phase III	Neyer Properties, Inc.	Commercial	Hilton Hotel and parking garage (public)	30 years	\$20,845,920	\$5,082,160	49	0	35
Baldwin 200 (Building and Garage)	625 Eden Park Drive, LLC	Commercial	Office building and parking garage	30 years		\$22,537,342		0	200
RBM Medpace Phase 2B	400 Medpace Way, LLC, 600 Medpace Way, LLC, The Port	Mixed Use	Office building with mixed use retail space on the first floor	30 years	\$126,000,000	\$103,061,888	700	0	800
Firehouse Row	739 Poste, LLC	Mixed Use	4,420 SF Retail space, 124 residential units, 120 parking spaces/garages	30 years	\$18,218,351	\$18,243,574	3	2	20
The District at Clifton Heights	Trinitas	Mixed Use	Private: The design and construction of 2,300 square feet of commercial space and an approximately 160-key hotel with approximately 22,000 square feet of commercial space and a new 17-bedroom sorority house for the Zeta House Corporation of Delta Delta Delta Public: Streetscapes and HUB podium	30 years	\$395,310,000	\$49,262,615	700	0	0
Kao Headquarters Acquisition and Expansion	Kao USA, Inc.	Industrial	Demo and Enviornmental remediation of Powell Valve site and our own site to prepare for new factory construction.	30 years	\$92,348,493	\$3,068,602	566	534	0
303 Broadway	The Port of Greater Cincinnati Development Authority	Commercial	Public Improvements: 680 space parking garage and associated improvements Private Improvements: 180,000 sf office building	30 years		\$38,000,000	600	0	300
Baldwin 300	Corporex Companies, LLC	Mixed Use		30 years	\$19,950,000		0		

2024 TIRC Report
Project TIFs - Part 1

7. Project Information/Name	Organization Legal Name	8. Type of Project	9. Type of Public Improvements	10. Exemption Term	11. Project Investment: Projected	11. Project Investment: Actual	12. Employment Information: Jobs Projected	12. Employment Information: Retained Actual	12. Employment Information: Created Actual
Madison & Whetsel Redevelopment Phase I	Ackermann Enterprises, Inc.	Mixed Use		30 years	\$36,000,000				
8th and Main	NAP 8 & Main, LLC	Mixed Use	125 apartments and street level commercial space	30 years	\$28,106,564	\$24,497,375	2	0	2
			Phase IA includes the construction, equipping, furnishing and development of (i) an estimated 1,328-space public parking garage (the "Parking Garage") and related public infrastructure improvements (the "Phase IA Public Improvements?"), (ii) an office building containing approximately 190,000 square feet of office space leased by the Developer to the University of Cincinnati pursuant to the Lease Agreement effective as of March 14, 2019, by and between the Developer and the University of Cincinnati (such lease referred to herein as the "UC Lease?") ("Phase IA Structure 1?"), (iii) an office building containing approximately 180,000 square feet of office space ("Phase IA Structure 2?"), (iv) an approximately 158-room hotel and integrated retail space ("Phase IA Structure 3?" and together with Phase IA Structure 1, Phase IA Structure 2, and ancillary park, private roads, utility infrastructure, greenspace or park improvements, the "Phase IA Private Improvements?")						
Uptown Gateway - Phase IA	Uptown SEQ Holdings, LLC	Commercial		30 years	\$66,033,283	\$159,276,639	1,625	0	182
DeSales Flats II (3001 Woodburn)	Towne Properties, Inc.	Commercial	116 unit apartment community	30 years	\$17,345,000	\$13,471,715	3	0	3
Fountain Place	Fountain Place, LLC	Mixed Use		30 years	\$65,000,000		0		
The Banks Lot 2A	Nicol Investment Company	Residential	Apartments and parking garage	30 years			0		29
Alumni Lofts	CSCPA Renaissance, LLC	Commercial	Apartments	30 years	\$21,508,000	\$0	4	4	4
Liberty and Elm	KEAN/Buckingham	Mixed Use	residential units, commercial space, structured parking	30 years	\$77,000,000	\$31,605,303	3	0	0

2024 TIRC Report
Project TIFs - Part 1

7. Project Information/Name	Organization Legal Name	8. Type of Project	9. Type of Public Improvements	10. Exemption Term	11. Project Investment: Projected	11. Project Investment: Actual	12. Employment Information: Jobs Projected	12. Employment Information: Retained Actual	12. Employment Information: Created Actual
			Garage operations were taken in house by 3CDC in March 2023. This allows us to have better control of the service level provided in our garages. Previously operations were run by a 3rd party company called SP+. However, operating the garage ourselves ensures that it will be staffed 24/7. We can also have a much higher standard for cleanliness and lets us put an emphasis on safety for the garage users. We also upgraded our EV chargers. They were originally installed in 2020 and needed some modernization. We will continue upgrades like this as technology changes.						
Court & Walnut	Kroger Limited Partnership I	Mixed Use		30 years	\$90,560,000	\$6,249,479	65	0	17
Grand Baldwin (655 Eden Park Drive)	The Baldwin, LLC	Residential		30 years	\$29,300,000				
TriHealth Headquarters Relocation	Trihealth, Inc.	Commercial	Office building	30 years	\$13,000,000		310		
Windsor Flats (937 Windsor Street)	Windsor Renaissance, LLC and New Windsor, LLC	Commercial	Apartments	30 years	\$10,588,408	\$0		2	2
			The redevelopment of the 309 Vine Building (Union Central Trust Annex) is an urban redevelopment improvement as contemplated under ORC 5709.41, the TIF Ordinance approved by the city in connection therewith, and the related Development Agreement.						
309 Vine - Union Central Life Annex Building	CCA CBD Cincinnati, LLC	Mixed Use		30 years	\$70,000,000	\$85,592,936	7	0	15
Three Oaks	Oakley Yards Land, LLC	Residential	Demo & Infrastructure 2A completed with Infrastructure 2B in progress	30 years	\$148,825,000	\$11,661,379	80	0	0
Walworth Junction	East End Development, LLC	Residential	Single-family Homes	30 years			0		
Madison & Whetsel Redevelopment - Phase IIB	Ackermann Enterprises, Inc.	Mixed Use		30 years	\$24,388,828		0		
Powell Global Headquarters	The William Powell Company	Industrial	Manufacturing	30 years	\$4,250,000		27		
Cast-Fab Site Redevelopment	Local Oakley, LLC	Commercial	Manufacturing	30 years					
Macy's HQ Redevelopment	7 West 7th Property, LLC	Residential	Developer is renovating the Property into approximately 341 residential rental units.	30 years	\$72,800,000	\$10,650,000	11	0	0

2024 TIRC Report
Project TIFs - Part 2

7. Project Information/Name	Organization Legal Name	13. Service Payments Deposited Amount: CY2023	13. Service Payments Deposited Amount: Cumulative	13. Year First Payment Made	14. Expenditures: CY2023	14. Expenditures: Cumulative	14. Year First Expense Paid	16. TIRC Recommendation
Madison & Whetsel Phase IIA	Ackermann Enterprises, Inc.	\$509,775	\$509,775	2023	\$507,554.52	\$507,554.52	2023	CONTINUE
College Hill Station	College Hill Station, LLC			n/a			n/a	CONTINUE
Fourth and Race Redevelopment	Fourth and Race Redevelopment, LLC	\$1,753,686	\$1,753,686	2023	\$1,736,149.57	\$1,736,149.57	2023	CONTINUE
Anthem Site Redevelopment	1351 WHT Land, LLC	\$132,770	\$132,770	2023	\$131,442.75	\$131,442.75	2023	CONTINUE
601 Pete Rose Way (Artistry)	Milhaus			n/a			n/a	CONTINUE
3rd and Main	Fort Wash Hills, LLC			n/a			n/a	CONTINUE
Central Trust Tower (PNC Tower)	CCA CBD Cincinnati II, LLC	\$537,771	\$537,771	2023	\$532,393.62	\$532,393.62	2023	CONTINUE
Riverside Yard	Allegra Cincinnati, LLC	\$426,202	\$1,321,358	2021	\$358,724.05	\$1,121,633.16	2021	CONTINUE
12th and Sycamore (1118 Sycamore Street)	CSP 1118 Sycamore Street, LLC	\$351,388	\$351,388	2023	\$347,874.49	\$347,874.49	2023	CONTINUE
Gershom Grove (CITIRAMA 2016)	Gershom Grove, LLC			n/a			n/a	CONTINUE
Center of Cincinnati (Milicron)	Milacron LLC	\$863,627	\$16,645,363	2003	\$339,071.70	\$14,975,501.01	2003	CONTINUE
Center of Cincinnati (Oakley N.)	Vandercar Holdings	\$837,692	\$13,099,493	2004	\$323,931.12	\$10,312,626.61	2004	CONTINUE
Centennial	Uptown Community Partners, LP	\$284,218	\$1,023,766	2018	\$73,189.88	\$264,028.55	2018	CONTINUE
Gateway West Redevelopment	Linn Street Holdings LLC	\$576	\$1,709	2021	\$148.33	\$510.63	2021	CONTINUE
5311 Hetzel-Holiday Inn	Red Bank Hetzel, LP			n/a			n/a	CONTINUE
Columbia Square	Columbia Square 2, LLC	\$307,023	\$4,123,149	2007	\$282,442.80	\$3,591,137.03	2007	CONTINUE
Keystone Park Phase I	Neyer Properties, Inc.	\$328,631	\$4,547,214	2010	\$305,293.98	\$4,406,451.94	2010	CONTINUE
Queen City Square/Great American Tower	The Western and Southern Life Insurance Co.	\$8,102,661	\$83,617,665	2010	\$5,832,789.93	\$61,881,380.29	2010	CONTINUE
Oakley North Redevelopment (Oakley Station)	USS Realty, LC	\$1,699,980	\$10,381,275	2015	\$1,030,475.75	\$7,706,799.22	2015	CONTINUE
Fifth and Race (dunnHumby USA)	dunnHumby HQ Building Company, LLC	\$229,722	\$3,445,171	2015	\$114,951.17	\$2,297,021.43	2015	CONTINUE
Mercy Health - 1788 Tennessee	Mercy Health			n/a			2018	CONTINUE
Keystone Parke Phase II	Neyer Properties, Inc.	\$769,736	\$5,070,722	2017	\$541,175.83	\$3,541,180.80	2017	CONTINUE
The Banks Lot 2B	Riverbanks Phase II-A Owner, LLC and Riverbanks Phase II-B Owner, LLC			n/a			n/a	CONTINUE
Messer HQ Relocation	Messer Realty XII, LLC	\$277,411	\$1,294,940	2018	\$437,002.51	\$1,210,766.61	2018	CONTINUE
RBM Development Phase 2A	The Port, 100 Medpace Way, LLC	\$680,406	\$4,928,074	2019	\$680,405.79	\$4,928,074.01	2019	CONTINUE
Vernon Manor Phase II	Vernon Manor Offices II, LLC	\$1,020,516	\$5,201,778	2019	\$591,303.01	\$3,024,576.35	2019	CONTINUE
Keystone Park Phase III	Neyer Properties, Inc.	\$411,855	\$2,199,510	2019	\$418,765.00	\$2,019,978.46	2019	CONTINUE
Baldwin 200 (Building and Garage)	625 Eden Park Drive, LLC			n/a			n/a	CONTINUE
RBM Medpace Phase 2B	400 Medpace Way, LLC, 600 Medpace Way, LLC, The Port	\$3,291,269	\$3,291,269	2023	\$3,291,268.94	\$3,291,268.94	2023	CONTINUE
Firehouse Row	739 Poste, LLC	\$541,613	\$1,007,577	2022	\$536,196.51	\$1,002,160.41	2022	CONTINUE
The District at Clifton Heights	Trinitas			n/a			n/a	CONTINUE
Kao Headquarters Acquisition and Expansion	Kao USA, Inc.			n/a			2010	CONTINUE
303 Broadway	The Port of Greater Cincinnati Development Authority	\$1,399,427	\$18,291,618	2005	\$1,609,522.77	\$23,271,121.22	2005	CONTINUE
Baldwin 300	Corporex Companies, LLC	\$1,152,298	\$18,807,295	2009	\$1,154,726.96	\$18,807,295.17	2009	CONTINUE
Madison & Whetsel Redevelopment Phase I	Ackermann Enterprises, Inc.	\$1,333,803	\$1,333,803	2023	\$971,955.70	\$971,955.70	2023	CONTINUE
8th and Main	NAP 8 & Main, LLC	\$1,052,698	\$1,052,698	2023	\$1,041,421.06	\$1,041,421.06	2023	CONTINUE
Uptown Gateway - Phase IA	Uptown SEQ Holdings, LLC	\$192,982	\$192,982	2023	\$192,981.75	\$192,981.75	2023	CONTINUE

2024 TIRC Report
Project TIFs - Part 2

7. Project Information/Name	Organization Legal Name	13. Service Payments Deposited Amount: CY2023	13. Service Payments Deposited Amount: Cumulative	13. Year First Payment Made	14. Expenditures: CY2023	14. Expenditures: Cumulative	14. Year First Expense Paid	16. TIRC Recommendation
DeSales Flats II (3001 Woodburn)	Towne Properties, Inc.			n/a			n/a	CONTINUE
Fountain Place	Fountain Place, LLC			n/a			n/a	CONTINUE
The Banks Lot 2A	Nicol Investment Company			n/a			2021	CONTINUE
Alumni Lofts	CSCPA Renaissance, LLC	\$466,552	\$3,078,238	2018	\$461,599.74	\$3,066,723.10	2018	CONTINUE
Liberty and Elm	KEAN/Buckingham			n/a			n/a	CONTINUE
Court & Walnut	Kroger Limited Partnership I	\$2,422,133	\$2,422,133	2023	\$2,414,132.90	\$2,414,132.90	2023	CONTINUE
Grand Baldwin (655 Eden Park Drive)	The Baldwin, LLC	\$830,428	\$4,349,005	2019	\$711,344.98	\$4,081,704.61	2019	CONTINUE
TriHealth Headquarters Relocation	Trihealth, Inc.	\$822,897	\$1,077,221	2022	\$735,796.51	\$962,443.22	2022	CONTINUE
Windsor Flats (937 Windsor Street)	Windsor Renaissance, LLC and New Windsor, LLC	\$245,834	\$1,204,039	2018	\$243,418.70	\$1,194,529.56	2018	CONTINUE
309 Vine - Union Central Life Annex Building	CCA CBD Cincinnati, LLC	\$1,217,201	\$5,479,915	2019	\$1,210,741.48	\$5,443,427.14	2019	CONTINUE
Three Oaks	Oakley Yards Land, LLC							CONTINUE
Walworth Junction	East End Development, LLC							CONTINUE
Madison & Whetsel Redevelopment - Phase IIB	Ackermann Enterprises, Inc.	\$176,529	\$176,529	2023	\$166,025.23	\$166,025.23	2023	CONTINUE
Powell Global Headquarters	The William Powell Company							CONTINUE
Cast-Fab Site Redevelopment	Local Oakley, LLC	\$287,452	\$287,452	2023	\$74,013.52	\$74,013.52	2023	CONTINUE
Macy's HQ Redevelopment	7 West 7th Property, LLC							CONTINUE

2024 TIRC Report
District TIFs - Part 1

7. Project Information/Name	8. Type of Project	9. Type of Public Improvements	10. Exemption Rate	10. Exemption Term	11. Project Investment: Projected	11. Project Investment: Actual	12. Employment Information: Jobs Projected	12. Employment Information: Retained Actual	12. Employment Information: Created Actual
District 1-Queensgate	NA	NA	100	30	\$ -		0		
District 2-Downtown South/Riverfront	NA	NA	100	30	\$ 136,255,000	\$ 558,960,049	0		
District 3-Downtown/OTR West	NA	NA	100	30	\$ 82,129,772	\$ 54,355,136	0		
District 4-Downtown/OTR East	NA	NA	100	30	\$ 247,613,919	\$ 16,528,068	0		
District 5-Center Hill - Carthage	NA	NA	100	30	\$ -		0		
District 6-Walnut Hills	NA	NA	100	30	\$ 27,491,761	\$ 10,000,000	0		
District 7-East Walnut Hills	NA	NA	100	30	\$ 10,500,000	\$ 4,489,774	50		
District 8-Clifton/University Heights	NA	NA	100	30	\$ 33,660,000	\$ 12,388,012	0		
District 9-Corryville	NA	NA	100	30	\$ 36,000,000	\$ 17,000,000	1,000		
District 10-Bond Hill	NA	NA	100	30	\$ 10,000,000	\$ 115,200	100		
District 11-Evanston	NA	NA	100	30	\$ -	\$ 1,150,000	0		
District 13-West Price Hill	NA	NA	100	30	\$ -		0		
District 14-Price Hill	NA	NA	100	30	\$ 170,000	\$ 5,766	0		
District 15-East Price Hill	NA	NA	100	30	\$ 10,000,000		0		
District 16-Lower Price Hill	NA	NA	100	30	\$ -		0		
District 17-Westwood 1	NA	NA	100	30	\$ -		0		
District 18-Westwood 2	NA	NA	100	30	\$ -		0		
District 19-Madisonville	NA	NA	100	30	\$ 57,000,000	\$ 5,680	600		
District 20-Oakley	NA	NA	100	30	\$ 15,665,000		91		
District 21-Avondale	NA	NA	100	30	\$ -		0		
District 22-West End	NA	NA	100	30	\$ -				
District 23-Pleasant Ridge	NA	NA	100	30	\$ -				
District 24-Mt. Auburn	NA	NA	100	30	\$ -				
District 25-Northside	NA	NA	100	30	\$ -				
District 26-Eastern River	NA	NA	100	30	\$ -				
District 27-College Hill	NA	NA	100	30	\$ -				
District 28-Roselawn	NA	NA	100	30	\$ -				
District 29-Westwood Boudinot	NA	NA	100	30	\$ -				
District 30-Mt. Airy	NA	NA	100	30	\$ -				
District 31-Camp Washington	NA	NA	100	30	\$ -				
District 32-Spring Grove Village	NA	NA	100	30	\$ -				
District 33-South Fairmount	NA	NA	100	30	\$ -				
District 34-South Cumminsville	NA	NA	100	30	\$ -				
District 35-Riverside	NA	NA	100	30	\$ -				
District 36-North Fairmount	NA	NA	100	30	\$ -				

2024 TIRC Report
District TIFs - Part 2

7. Project Information/Name	13. Service Payments Deposited Amount: CY2023	13. Service Payments Deposited Amount: Cumulative	13. Year First Payment Made	14. Expenditures: CY2023	14. Expenditures: Cumulative	14. Year First Expense Paid	15. Date of Most Recent TIRC	16. TIRC Recommendation
District 1-Queensgate	\$551,675	\$5,171,519	2004	\$256,409.30	\$3,227,095.46	2004	7/27/2023	Compliance
District 2-Downtown South/Riverfront	\$9,219,550	\$69,087,777	2004	\$8,980,017.83	\$62,234,049.61	2004	7/27/2023	Compliance
District 3-Downtown/OTR West	\$7,749,899	\$53,056,547	2004	\$9,900,792.40	\$47,386,707.75	2004	7/27/2023	Compliance
District 4-Downtown/OTR East	\$9,734,772	\$109,495,635	2004	\$8,691,330.00	\$95,532,592.96	2004	7/27/2023	Compliance
District 5-Center Hill - Carthage	\$34,060	\$633,214	2006	\$9,870.85	\$258,423.47	2006	7/27/2023	Compliance
District 6-Walnut Hills	\$1,497,067	\$12,542,881	2004	\$1,497,066.91	\$12,542,880.63	2005	7/27/2023	Compliance
District 7-East Walnut Hills	\$1,997,520	\$19,698,084	2005	\$729,605.12	\$14,944,570.84	2005	7/27/2023	Compliance
District 8-Clifton/University Heights	\$4,083,374	\$35,065,907	2004	\$3,037,157.28	\$28,978,718.73	2004	7/27/2023	Compliance
District 9-Corryville	\$5,136,376	\$37,167,299	2005	\$2,432,922.61	\$27,284,463.21	2005	7/27/2023	Compliance
District 10-Bond Hill	\$394,776	\$3,979,236	2006	\$114,662.99	\$2,459,623.04	2006	7/27/2023	Compliance
District 11-Evanston	\$691,138	\$6,898,199	2005	\$300,397.14	\$4,971,313.73	2005	7/27/2023	Compliance
District 13-West Price Hill	\$143,155	\$836,586	2008	\$95,410.86	\$730,400.69	2008	7/27/2023	Compliance
District 14-Price Hill	\$112,861	\$1,063,164	2008	\$34,574.64	\$739,772.87	2008	7/27/2023	Compliance
District 15-East Price Hill	\$449,760	\$3,340,166	2008	\$271,394.93	\$2,564,971.76	2008	7/27/2023	Compliance
District 16-Lower Price Hill	\$142,754	\$1,069,986	2009	\$44,310.75	\$375,407.04	2009	7/27/2023	Compliance
District 17-Westwood 1	\$34,570	\$577,798	2009	\$100,210.16	\$476,315.16	2009	7/27/2023	Compliance
District 18-Westwood 2	\$116,246	\$816,822	2008	\$86,048.54	\$694,152.26	2008	7/27/2023	Compliance
District 19-Madisonville	\$249,090	\$24,567,989	2009	\$288,260.56	\$19,763,543.62	2009	7/27/2023	Compliance
District 20-Oakley	\$1,779,351	\$13,345,437	2009	\$693,958.08	\$8,394,419.74	2009	7/27/2023	Compliance
District 21-Avondale	\$3,661,086	\$14,243,816	2009	\$1,238,470.91	\$6,897,726.90	2009	7/27/2023	Compliance
District 22-West End	\$1,319,122	\$1,319,122	2023	\$365,481.63	\$365,481.63	2023	7/27/2023	Compliance
District 23-Pleasant Ridge	\$1,026,171	\$1,030,500	2022	\$284,034.91	\$285,234.31	2022	7/27/2023	Compliance
District 24-Mt. Auburn	\$888,169	\$939,440	2022	\$246,751.88	\$260,964.11	2022	7/27/2023	Compliance
District 25-Northside	\$904,755	\$904,755	2023	\$250,540.60	\$250,540.60	2023	7/27/2023	Compliance
District 26-Eastern River	\$1,624,618	\$1,624,618	2023	\$449,965.58	\$449,965.58	2023	7/27/2023	Compliance
District 27-College Hill	\$501,915	\$501,987	2022	\$138,981.12	\$139,001.15	2022	7/27/2023	Compliance
District 28-Roselawn	\$316,840	\$319,117	2022	\$87,759.91	\$88,392.68	2022	7/27/2023	Compliance
District 29-Westwood Boudinot	\$738,418	\$902,813	2022	\$204,665.15	\$250,285.78	2022	7/27/2023	Compliance
District 30-Mt. Airy	\$575,873	\$575,873	2023	\$159,337.16	\$159,337.16	2023	7/27/2023	Compliance
District 31-Camp Washington	\$442,154	\$670,587	2022	\$122,763.65	\$186,219.79	2022	7/27/2023	Compliance
District 32-Spring Grove Village	\$540,068	\$540,068	2023	\$149,496.69	\$149,496.69	2023	7/27/2023	Compliance
District 33-South Fairmount	\$56,748	\$56,748	2023	\$15,713.99	\$15,713.99	2023	7/27/2023	Compliance
District 34-South Cumminsville	\$74,676	\$75,020	2022	\$20,695.15	\$20,790.55	2022	7/27/2023	Compliance
District 35-Riverside	\$73,485	\$181,639	2022	\$21,220.28	\$51,230.29	2022	7/27/2023	Compliance
District 36-North Fairmount	\$31,072	\$31,072	2023	\$8,596.48	\$8,596.48	2023	7/27/2023	Compliance

2024 TIRC Report

ORC 725 Exemptions

Project	Date Created	Expiration Date	Construction Completed (Yes/No)	Compliant with Agreement Terms	Notes
Race Street Development	1/26/01	12/31/32	Yes	Yes	Compliant for 2022
City West (366-2001)	8/15/01	12/31/32	Yes	Yes	Compliant for 2022
21C Hotel Project	4/13/02	12/31/33	Yes	Yes	Compliant for 2022
Adams Landing- Village D	12/4/03	12/31/34	Yes	Yes	Compliant for 2022
Adams Landing- Village A	10/13/05	12/31/36	Yes	Yes	Compliant for 2022
Adams Landing- Village B	1/10/06	12/31/37	Yes	Yes	Compliant for 2022
Shillito Lofts	10/27/09	12/31/40	Yes	Yes	Compliant for 2022

2024 TIRC REPORT - CRA GENERAL INFO

Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Program Type	Council Ordinance Number	Contract Signature Date	ODSA Master Agreement Number	ODSA Individual Agreement Number	Rate	Term Years	Start Year	Reporting End Date
25x2022-255	CONTINUE	Yes	Griffon Apartments, LLC	Griffon Apartments	LEED CRA	437-2021	6/15/2022	061-15000-09	21-035	100	15	2023	12/31/2037
55x2015-251	CONTINUE	Yes	Gaslight Gardens LLC	Gaslight Whitfield, Ltd	LEED CRA	2-2015	2/12/2015	061-15000-09	15-100	100	15	2017	12/31/2031
95x2019-211	CONTINUE	Yes	4th and Race Redevelopment, LLC	4th and Race Redevelopment	CRA	265-2018	10/19/2018	061-15000-09	19-033	100	15		
55x2015-253	CONTINUE	Yes	SOLI Interests LLC	1405 Clay	CRA	10-2015	2/18/2015	061-15000-09	15-101	100	12	2016	12/31/2027
85x2018-042	CONTINUE	Yes	Broadway Building Investors	824 Broadway	CRA	0127-2017	7/11/2017	061-15000-09	19-034	100	12	2019	12/31/2030
25x2022-264	CONTINUE	Yes	2001 Vine, LLC	Smithall CRA	CRA	513-2021	7/11/2022	061-15000-09	22-011	100	12		
05x2020-181	CONTINUE	Yes	Exeter 2249 Seymour, L.P.	Cincinnati Gardens Site Redevelopment	CRA	282-2019	8/19/2019	061-15000-09	19-053	100	12	2020	12/31/2031
85x2018-183	CONTINUE	Yes	DeVotie Hall Association	DeVotie Hall Renovation and Addition	LEED CRA	173-2009	12/28/2017	061-15000-09	19-038	100	15	2012	12/31/2026
85x2018-189	CONTINUE	Yes	Adams Edge Properties, LLC	Adams Edge	LEED CRA	318-2017	1/18/2018	061-15000-09	18-013	100	15	2020	12/31/2034
75x2017-163	CONTINUE	Yes	15th and Vine, LLC	15th and Vine	CRA	368-2016	12/13/2016	061-15000-09	20-013	100	12	2018	12/31/2029
95x2019-178	CONTINUE	Yes	1706CPW, LLC	1706 Central Parkway	CRA	204-2018	8/15/2018	061-15000-09	19-000	80	10	2021	12/31/2030
65x2016-304	CONTINUE	Yes	Pape Brothers Molding Company, LLC	1737 Elm St	LEED CRA	038-2016	6/2/2016	061-15000-09	16-035	100	12	2018	12/31/2029
65x2016-267	CONTINUE	Yes	Sol Pendleton Arts, LLC	501 13th St.	LEED CRA	78-2016	4/15/2016	061-15000-09	16-031	100	12	2016	12/31/2027
85x2018-120	CONTINUE	Yes	New Avondale Center, LLC	Avondale Town Center - Comm Rem	LEED CRA	248-2016	10/27/2017	061-15000-09	19-008	100	15	2020	12/31/2031
95x2019-302	CONTINUE	Yes	Alto Properties, LLC	6087 Montgomery Road	LEED CRA	377-2018	5/31/2019	061-15000-09	19-032	100	12	2021	12/31/2032
55x2015-090	CONTINUE	Yes	SOLI Interests LLC	1200 and 1208 Main St	CRA	248-2014	9/15/2014	061-15000-09	14-114	100	10	2016	12/31/2025
95x2019-205	CONTINUE	Yes	Ingalls Hotel, LLC	Ingalls Building	LEED CRA	286-2018	11/2/2018	061-15000-09	19-051	100	15	2021	12/31/2035
35x2023-172	CONTINUE	Yes	Barrister Apartments, LLC	The Barrister	CRA	24-2022	9/16/2022	061-15000-09	22-003	100	15		
35x2023-193	CONTINUE	Yes	Condominium Holdings, LLC	Meyer Lofts	CRA	57-2023	3/13/2023	061-15000-09	23-009	100	15		
85x2018-121	CONTINUE	Yes	New Avondale Center, LLC	Avondale Town Ctr - Mixed New Const	LEED CRA	247-2016	9/19/2017	061-15000-09	19-009	100	15	2019	12/31/2033
25x2022-259	CONTINUE	Yes	6121-23 Madison Rd Opprtnty Fund, LLC	The Mannino Building	LEED CRA	318-2021	6/24/2022	061-15000-09	22-016	100	15		
95x2019-143	CONTINUE	Yes	Paramount Square II, LLC	Paramount Square Phase 3 CRA	LEED CRA	246-2018	12/3/2018	061-15000-09	20-034	100	15	2020	12/31/2034
75x2017-077	CONTINUE	Yes	Kroger Company	Kroger Culinary Trng & Ed Center	LEED CRA	0242-2016	9/15/2016	061-15000-09	16-048	100	12	2019	12/31/2030
75x2017-273	CONTINUE	Yes	205WM, LLC	205 W. McMicken	CRA	10-2017	6/19/2017	061-15000-09	18-006	100	8	2019	12/31/2026
85x2018-054	CONTINUE	Yes	1228 McMillan, LLC	1228 E. McMillan (Williams YMCA)	CRA	201700765	8/2/2017	061-15000-09	18-004	100	12	2020	12/31/2031
65x2016-256	CONTINUE	Yes	SOLI Interests LLC	527 E. 13th	CRA	16-2016	3/22/2016	061-15000-09	16-024	100	12	2017	12/31/2028
45x2014-013	CONTINUE	Yes	3117 Southside Realty LLC	Peter Cremer Expansion	LEED CRA	17-2013	7/25/2013	061-15000-09	13-005	100	15	2014	12/31/2028
75x2017-261	CONTINUE	Yes	Document Destruction	MPC Management	CRA	144-2016	4/28/2017	061-15000-09	18-011	100	8	2017	12/31/2024
05x2020-194	CONTINUE	Yes	Jackson Investors 2019, LLC	1225-1227 Jackson Street	LEED CRA	323-2019	9/16/2019	061-15000-09	19-047	100	15	2021	12/31/2035
05x2020-178	CONTINUE	Yes	Queen City Flatts, LLC	Hubbard Radio Relocation	CRA	117-2019	8/8/2019	061-15000-09	19-048	100	12	2021	12/31/2032
35x2023-184	CONTINUE	Yes	2378 Park Owner, LLC	Park Avenue Apartments	CRA	336-2022	12/28/2022	061-15000-09	22-014	100	15	2023	12/31/2037
25x2022-040	CONTINUE	Yes	Gest Street Distributions, LLC	2100 Gest Street Development	CRA	0287-2021	11/12/2021	061-15000-09	21-021	100	15	2023	12/31/2037
45x2014-218	CONTINUE	Yes	Gantry Apartments, LLC	Gantry	LEED CRA	0242-2013	5/12/2014	061-15000-09	14-006	100	15	2014	12/31/2028
05x2010-276	CONTINUE	Yes	Highland MOB, LLC	Highland MOB, LLC	LEED CRA	208-2010	8/16/2010	061-15000-09	15-122	100	15	2011	12/31/2025
75x2017-033	CONTINUE	Yes	Empower Media Marketing	Empower Office- 11-25 E. 14th CRA	LEED CRA	240-2016	8/28/2016	061-15000-09	16-054	100	15	2018	12/31/2032
25x2022-037	CONTINUE	Yes	SLD Enterprises, LLC	Center Hill & Highland Ridge	CRA	315-2021	9/20/2021	061-15000-09	21-020	100	12	2023	12/31/2034
75x2017-151	CONTINUE	Yes	ARP Commercial, LLC	Abington, Race, & Pleasant - Comm.	CRA	228-2016	12/5/2016	061-15000-09	17-006	100	12	2018	12/31/2029
95x2019-240	CONTINUE	Yes	HG Pearl Provident, LLC	632 Vine Street / Provident Building	LEED CRA	98-2018	12/26/2018	061-15000-09	19-042	100	15	2020	12/31/2034
95x2019-146	CONTINUE	Yes	Paramount Redevelopment LLC	731 E McMillan Renovation	CRA	319-2018	2/28/2019	061-15000-09	20-005	100	12	2020	12/31/2031
85x2018-105	CONTINUE	Yes	Maplewood & Kinsey, LLC	2415 Maplewood	LEED CRA	254-2017	12/20/2017	061-15000-09	18-007	100	12	2021	12/31/2032
75x2017-028	CONTINUE	Yes	Globe Building LLC	1801-1805 Elm Street	CRA	249-2014	8/17/2016	061-15000-09	16-040	100	10	2016	12/31/2025
35x2023-183	CONTINUE	Yes	Lester and Montgomery Apts, LLC	Lester and Montgomery Apartments	LEED CRA	380-2022	12/28/2022	061-15000-09	22-008	100	15		
55x2015-115	CONTINUE	Yes	Urban Legacy VIII, LLC	1403 Vine St	CRA	231-2014	10/7/2014	061-15000-09	14-115	100	10	2015	12/31/2024
35x007-2013	CONTINUE	Yes	G&A Paxton, LLC	Pediatricians of Hyde Park Relocation	CRA	14-2013	2/26/2013	061-15000-09	15-106	100	15	2014	12/31/2028
25x2022-244	CONTINUE	Yes	Fourth and Pike Apartments, LLC	550 E. Fourth Street	LEED CRA	103-2022	5/23/2022	061-15000-09	22-007	100	15		
45x2014-146	CONTINUE	Yes	Porch Swing Properties, LLC	1612 Elm Redevelopment	LEED CRA	0020-2014	2/20/2014	061-15000-09	14-005	100	12	2021	12/31/2032
65x2016-236	CONTINUE	Yes	Lytle Park Inn, LLC	Cincinnati Autograph Hotel	CRA	365-2015	2/24/2016	061-15000-09	17-002	100	12	2019	12/31/2030
65x2016-013	CONTINUE	Yes	Abigail Flats, LLC	512 E 12th Street	CRA	0250-2015	8/5/2015	061-15000-09	17-000	100	8	2017	12/31/2024
55x2015-215	CONTINUE	Yes	Urban Legacy VIII, LLC	1428, 1430, and 1438 Race St	CRA	232-2014	1/28/2015	061-15000-09	15-111	100	10	2015	12/31/2024
75x2017-008	CONTINUE	Yes	Maslott Properties LLC	1818 & 1820 Logan Street	CRA	235-2016	7/26/2016	061-15000-09	16-044	75	8	2019	12/31/2026
95x2019-249	CONTINUE	Yes	EWB 2806 LLC	EWB 2806 LLC	CRA	390-2018	1/30/2019	061-15000-09	19-030	100	15	2020	12/31/2034
55x2015-116	CONTINUE	Yes	Ale House Landlord LLC	Taft Ale House Brewery	CRA	237-2014	10/7/2014	061-15000-09	14-118	100	10	2015	12/31/2024
25x2022-213	CONTINUE	Yes	Warsaw Creative, LLC	Warsaw Creative Campus	CRA	512-2021	2/11/2022	061-15000-09	22-001	100	15	2023	12/31/2037
75x2017-181	CONTINUE	Yes	Film Center, LLC	Film Center	CRA	398-2016	1/23/2017	061-15000-09	18-012	100	12	2019	12/31/2030
25x2012-136	CONTINUE	Yes	Hallmark Student Hsg Cincinnati II, LLC	University Edge Cincinnati II, LEED CRA	LEED CRA	331-2012	10/11/2012	061-15000-09	12-004	100	15	2013	12/31/2027
55x2015-113	CONTINUE	Yes	5th and Race, LLC	Fifth and Race Retail Dev	LEED CRA	229-2014	10/7/2014	061-15000-09	14-113	100	15	2015	12/31/2029
95x2019-149	CONTINUE	Yes	Vision Cincinnati, LLC	37 W. 7th Street - LEED CRA	LEED CRA	358-2018	2/28/2019	061-15000-09	19-060	100	15	2020	12/31/2034
95x2019-177	CONTINUE	Yes	Cincinnati Brewery District Apts, LLC	1906 Elm Street	CRA	206-2018	9/11/2018	061-15000-09	19-063	100	12	2020	12/31/2031
25x2012-153	CONTINUE	Yes	Columbia Delta Apartments, LLC	Columbia Delta Apartments, LLC	LEED CRA	250-2012	11/21/2012	061-15000-09	12-003	100	15	2015	12/31/2029
95x2019-246	CONTINUE	Yes	Black Forest Holdings IV Ltd.	Sims-Lohman Expansion	CRA	305-2018	6/17/2019	061-15000-09	19-061	100	15	2019	12/31/2033
15x2021-194	CONTINUE	Yes	2600 Apartments, LLC	2600 Short Vine CRA	LEED CRA	267-2020	9/17/2020	061-15000-09	20-046	100	15	2022	12/31/2036

2024 TIRC REPORT - CRA GENERAL INFO

Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Program Type	Council Ordinance Number	Contract Signature Date	ODSA Master Agreement Number	ODSA Individual Agreement Number	Rate	Term Years	Start Year	Reporting End Date
85x2018-187	CONTINUE	Yes	Kroger Limited Partnership I	Court & Walnut-Kroger Store	CRA	180-2017	8/23/2017	061-15000-09	18-019	100	15	2019	12/31/2033
65x2016-119	CONTINUE	Yes	Broadway Square III, LLC	Broadway Square Phase III	LEED CRA	328-2015	10/30/2015	061-15000-09	16-017	100	12	2017	12/31/2028
35x2023-189	CONTINUE	Yes	PL Race, LLC	Race Refrigeration Building	CRA	378-2022	2/15/2023	061-15000-09	22-020	100	15		
15x2011-149	CONTINUE	Yes	Daffin Investments Ohio, LLC	Youthland on Glenway Avenue	LEED CRA	176-2011	8/30/2011	061-15000-09	18-027	100	15	2012	12/31/2026
85x2018-184	CONTINUE	Yes	TLAAT9, LLC	Neyer Management	CRA	322-2017	1/5/2018	061-15000-09	18-015	100	12	2019	12/31/2030
15x2021-228	CONTINUE	Yes	BH New Arts, LP	The Arts Apartments at Music Hall	CRA	372-2020	12/18/2020	061-15000-09	21-001	100	15	2022	12/31/2036
95x2019-222	CONTINUE	Yes	University Townhomes, LLC	3561 Eden Avenue	CRA	333-2018	11/16/2018	061-15000-09	19-003	100	12	2021	12/31/2032
15x2011-064	CONTINUE	Yes	Electronic Ark, LLC	222 East 14th Street	CRA	60-2011	4/12/2011	061-15000-09	16-012	100	12	2014	12/31/2025
25x2022-023	CONTINUE	Yes	Blair Lofts I, Ltd.	Blair Lofts I CRA	LEED CRA	225-2021	8/16/2021	061-15000-09	21-017	100	15	2023	12/31/2037
25x2022-016	CONTINUE	Yes	Melrose IHNGC Limited Partnership	Melrose Place CRA	LEED CRA	139-2021	8/6/2021	061-15000-09	21-019	100	15	2023	12/31/2037
15x2011-032	CONTINUE	Yes	Jefferson Ventures, LLC	Jefferson Ventures	CRA	3-2011	12/31/2011	061-15000-09	11-009	100	15	2012	12/31/2026
15x2011-128	CONTINUE	Yes	SV Apartments, LLC	Benchmark & Euclid Sq Apartments	LEED CRA	204-2011	7/22/2011	061-15000-09	16-000	100	15	2013	12/31/2027
45x2014-102	CONTINUE	Yes	Crown Building, LLC	Crown Building, LLC	LEED CRA	150-2012	12/10/2013	061-15000-09	12-102	100	12	2014	12/31/2025
15x2011-165	CONTINUE	Yes	OTR Predevelopment LLC	Color Building CRA	CRA	316-2011	11/10/2011	061-15000-09	11-010	100	12	2013	12/31/2024
25x007-2012	CONTINUE	Yes	Spring Grove Holdings, LLC	Mercer Supply Relocation	CRA	4-2012	2/12/2012	061-15000-09	19-046	75	12	2014	12/31/2025
25x2022-032	CONTINUE	Yes	LPH Thrives, LLC	LPH Thrives CRA	LEED CRA	218-2021	8/23/2021	061-15000-09	21-012	100	15		
15x2021-181	CONTINUE	Yes	Acanthus Properties V, LLC	1704 Elm Street CRA	CRA	537-2019	8/18/2020	061-15000-09	21-002	100	12	2023	12/31/2034
65x2016-006	CONTINUE	Yes	3075 Vandercar SPDC, LLC	Office Relocation - Oakley Station	LEED CRA	220-2015	7/22/2015	061-15000-09	15-117	100	15	2017	12/31/2031
15x0011	CONTINUE	Yes	CBD Holdings	122 E 6th Street	LEED CRA	163-2011	5/24/2011	061-15000-09	11-008	100	12	2013	12/31/2024
15x0010	CONTINUE	Yes	CBD Holdings	114-118 E 6th Street	LEED CRA	162-2011	5/24/2011	061-15000-09	11-007	100	12	2014	12/31/2025
55x2015-117	CONTINUE	Yes	General Electric	GE Operations Center	CRA	164-2014	6/23/2014	061-15000-09	14-112	100	15	2016	12/31/2030
65x2016-336	CONTINUE	Yes	Daffin Investments Ohio, LLC	28-32 W. Court St. CRA	CRA	116-2016	7/13/2016	061-15000-09	18-003	100	8	2017	12/31/2024
15x0008	CONTINUE	Yes	Medpace Inc.	300 Medpace Way - Bldg 3	LEED CRA	178-2011	6/9/2011	061-15000-09	11-006	100	15	2012	12/31/2026
15x0007	CONTINUE	Yes	Medpace Inc.	200 Medpace Way - Bldg 2	LEED CRA	177-2011	6/9/2011	061-15000-09	11-005	100	15	2012	12/31/2026
05x0013	CONTINUE	Yes	OVS Properties, LLC	Links Unlimited 1 CRA	LEED CRA	306-2010	9/7/2010	061-15000-09	10-014	100	15	2012	12/31/2026
05x0015	CONTINUE	Yes	Sky Lofts LLC	The Edge	LEED CRA	341-2010	9/13/2010	061-15000-09	10-002	100	12	2016	12/31/2027
95x0026	CONTINUE	Yes	Medpace Inc.	RBM Dev/ 100 Medpace Way	LEED CRA	340-2009	12/14/2009	061-15000-09	16-014	100	15	2011	12/31/2025
95x2019-319	CONTINUE	Yes	Seto Ventures, LLC	Climb Time Gym	CRA	0021-2019	6/4/2019	061-15000-09	19-059	100	9	2020	12/31/2028
95x2019-314	CONTINUE	Yes	4538 Camberwell, LLC	Apollo Home Relocation	CRA	112-2019	6/4/2019	061-15000-09	20-008	100	12	2020	12/31/2031
15x2021-208	CONTINUE	Yes	2330 VP Apartments, LLC	Eden Enclaves	LEED CRA	330-2020	11/10/2020	061-15000-09	20-047	100	15		
05x2020-182	CONTINUE	Yes	OTR Housing Group, LLC	1513 Republic Street - Non-LEED CRA	CRA	193-2019	8/20/2019	061-15000-09	19-050	100	15	2020	12/31/2034
35x2023-191	CONTINUE	Yes	Paramount Launch, LLC	Paramount Launch	LEED CRA	376-2022	2/9/2023	061-15000-09	22-019	100	15		
55x2015-214	CONTINUE	Yes	Rhinegeist	Rhinegeist Expansion	CRA	355-2014	1/9/2015	061-15000-09	15-107	100	10	2016	12/31/2025
05x2020-190	CONTINUE	Yes	Mrs. Pig, LLC	Mrs. Pig (109 W Elder)	CRA	187-2019	3/23/2018	061-15000-09	19-043	80	10	2021	12/31/2030
25x008-2012	CONTINUE	Yes	Usquare, LLC	CUF U-Square @ The Loop	LEED CRA	38-2012	10/6/2011	061-15000-09	16-005	100	15	2013	12/31/2027
35x2023-188	CONTINUE	Yes	312 W Fourth Holdings LLC	312 W Fourth CRA	CRA	373-2022	1/30/2023	061-15000-09	23-015	100	15		
15x2021-260	CONTINUE	Yes	Robel 1, LLC	Robel 1 LLC	LEED CRA	100-2021	7/12/2021	061-15000-09	21-026	100	15	2022	12/31/2036
75x2017-131	CONTINUE	Yes	Abington Race and Pleasant LLC	Abington, Race, & Pleasant Apts.	CRA	320-2016	11/14/2016	061-15000-09	17-001	100	12	2019	12/31/2030
15x2021-196	CONTINUE	Yes	Bigelow Land, LLC	Bigelow	LEED CRA	526-2019	9/25/2020	061-15000-09	20-032	100	15		
55x2015-094	CONTINUE	Yes	South Block Properties, Ltd.	3929 Spring Grove	CRA	166-2014	10/7/2014	061-15000-09	14-111	100	12	2016	12/31/2027
15x2021-224	CONTINUE	Yes	Graphite Oakley, LLC	Graphite Oakley	LEED CRA	364-2020	12/30/2020	061-15000-09	20-045	100	12		
15x2021-238	CONTINUE	Yes	Zeta House Corp of Delta Delta Delta	Tri Delta House	LEED CRA	331-2020	2/23/2021	061-15000-09	21-028	100	14	2022	12/31/2035
95x2019-190	CONTINUE	Yes	Carrie's Place, LLC	Carrie's Place - Phase II	CRA	243-2018	9/5/2018	061-15000-09	18-034	100	12	2018	12/31/2031
55x2015-088	CONTINUE	Yes	1527 Madison, LLC	Relocation of Bloomfield/Schon	CRA	233-2014	9/15/2014	061-15000-09	14-105	100	12	2016	12/31/2027
85x2018-053	CONTINUE	Yes	Neyer Holdings, Inc.	126-128 E. 6th Street	LEED CRA	143-2017	8/2/2017	061-15000-09	20-015	100	12	2020	12/31/2031
75x2017-272	CONTINUE	Yes	1925 Vine, LLC	1925 Vine Street	LEED CRA	77-2017	5/25/2017	061-15000-09	17-014	100	12	2020	12/31/2031
05x2020-146	CONTINUE	Yes	Price Hill Will	Masonic Lodge - Incline Arts & Events	CRA	139-2019	6/12/2019	061-15000-09	20-010	100	12	2021	12/31/2032
75x2017-090	CONTINUE	Yes	Grandin Company LTD	223 W 12th St. / Strietmann Building	LEED CRA	300-2016	10/4/2016	061-15000-09	16-053	100	12	2018	12/31/2029
95x2019-338	CONTINUE	Yes	Nation Enterprise Worldwide, LLC	Nation Kitchen and Bar	CRA	62-2019	8/6/2019	061-15000-09	20-000	100	12	2021	12/31/2032
75x2017-248	CONTINUE	Yes	Nehemiah Manufacturing Company, LLC	Metro West Commerce Park	CRA	59-2017	4/11/2017	061-15000-09	19-013	90	15	2018	12/31/2032
85x2018-069	CONTINUE	Yes	Burke Inc.	Burke, Inc. - 500 W 7th Street	CRA	196-2017	9/7/2017	061-15000-09	18-014	100	15	2019	12/31/2033
75x2017-258	CONTINUE	Yes	On the Rhine LLC	Urban Stead Cheese CRA	LEED CRA	70-2017	4/26/2017	061-15000-09	17-012	100	12	2018	12/31/2029
75x2017-278	CONTINUE	Yes	TLAAT 7 LLC	Active Day Senior Care - CRA	CRA	126-2017	7/11/2017	061-15000-09	17-016	100	12	2018	12/31/2029
85x2018-200	CONTINUE	Yes	Shihasi West 7, LLP	106 W. 7th Street	LEED CRA	7-2017	4/19/2018	061-15000-09	18-022	100	12	2021	12/31/2032
85x2018-302	CONTINUE	Yes	Midnight Oil Company	1536, 1538, 1540 Race	CRA	111-2017	6/7/2018	061-15000-09	19-020	84	12	2019	12/31/2030
95x2019-225	CONTINUE	Yes	Exeter 6715 Steger, LLC	RBI Techsolve / RBI Solar - CRA	CRA	195-2017	11/20/2018	061-15000-09	19-012	100	12	2018	12/31/2029
45x2024-180	CONTINUE	Yes	CRDV Findlay Market, LLC	COhatch Findlay Market	LEED CRA	375-2022	10/30/2023	061-15000-09	23-018	100	15		
95x2019-264	CONTINUE	Yes	UA5 LLC	Eden University	LEED CRA	389-2018	2/26/2019	061-15000-09	19-027	100	15	2021	12/31/2035
65x2016-132	CONTINUE	Yes	South Block Phase IV, LLC	3936 Spring Grove	CRA	339-2015	4/6/2016	061-15000-09	19-021	100	12	2017	12/31/2028
65x2016-118	CONTINUE	Yes	OTR A.D.O.P.T.	1702 Central Parkway	CRA	0332-2015	10/21/2015	061-15000-09	16-011	100	8	2017	12/31/2024
35x2023-201	CONTINUE	Yes	Lot 3 Local Oakley, LLC	Home2 Suites by Hilton, Oakley	LEED CRA	169-2023	6/5/2023	061-15000-09	23-005	100	11		

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Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Program Type	Council Ordinance Number	Contract Signature Date	ODSA Master Agreement Number	ODSA Individual Agreement Number	Rate	Term Years	Start Year	Reporting End Date
35x2023-199	CONTINUE	Yes	Fair Oaks Enterprises, Ltd	Marriott Fairfield Inn/Townplace Suites	LEED CRA	168-2023	6/5/2023	061-15000-09	23-003	100	11		
35x2023-200	CONTINUE	Yes	Pleasant Cake, LLC	Pleasant Cake CRA	LEED CRA	170-2023	6/6/2023	061-15000-09	23-010	100	15		
45x2024-164	CONTINUE	Yes	700 Chalfonte Holdings, LLC	700 Chalfonte Place	CRA	236-2023	7/12/2023	061-15000-09	23-008	100	15		
45x2024-176	CONTINUE	Yes	So Much Better, LLC	Finney Law Firm Building	CRA	316-2023		061-15000-09	23-017	100	8		
45x2024-172	CONTINUE	Yes	West End Empire, LLC	2151 Colerain Ave	CRA	235-2023	8/15/2023	061-15000-09	23-014	100	15		
95x2019-312	CONTINUE	Yes	Kenkel Family Investment I, LLC	Tri-State Wholesale CRA	CRA	0307-2018	5/10/2019	061-15000-09	19-019	100	12	2020	12/31/2031
05x2020-290	CONTINUE	Yes	Perseverance Residential, LLC	Perseverance Residential CRA	CRA	440-2019	2/12/2020	061-15000-09	20-044	100	10	2022	12/31/2036
05x2020-185	CONTINUE	Yes	Links Unlimited	Links Unlimited Relo/Expansion	CRA	199-2019	8/10/2019	061-15000-09	19-041	100	12	2021	12/31/2032
35x2023-202	CONTINUE	Yes	Findlay Parkside, LLC	Findlay Parkside	LEED CRA	146-2023	6/8/2023	061-15000-09	23-011	100	15		
25x2012-146	CONTINUE	Yes	Alston Park Limited Partnership	Alston Park LEED CRA	LEED CRA	0330-2012	11/1/2012	061-15000-09	15-124	100	12	2014	12/31/2025
25x2022-008	CONTINUE	Yes	56 East, LLC	56 E. McMicken CRA	CRA	105-2021	7/26/2021	061-15000-09	21-024	100	15		
15x2021-291	CONTINUE	Yes	1410 Vine, LLC	Boss Cox Renovation	LEED CRA	220-2021	6/17/2021	061-15000-09	22-002	100	15	2022	12/31/2036
55x2015-160	CONTINUE	Yes	Transept Property, LLC	1205 Elm St	CRA	310-2014	10/13/2014	061-15000-09	19-017	100	10	2016	12/31/2025
65x2016-268	CONTINUE	Yes	CinFed Federal Credit Union	CinFed Credit Union - Office Building	LEED CRA	54-2016	4/14/2016	061-15000-09	16-029	100	15	2017	12/31/2031
55x2015-067	CONTINUE	Yes	Kroger Company	Oakley Kroger LEED-CRA	LEED CRA	176-2014	8/4/2014	061-15000-09	14-103	100	15	2016	12/30/2030
55x2015-089	CONTINUE	Yes	1201 Walnut, LLC	1201 Walnut	CRA	215-2014	9/15/2014	061-15000-09	15-105	100	12	2015	12/31/2026
05x2020-184	CONTINUE	Yes	Grandin Company LTD	1600 Central Parkway	CRA	270-2016	8/26/2019	061-15000-09	19-052	100	8	2017	12/31/2024
45x2014-251	CONTINUE	Yes	Gantry Apartments, LLC	1518 Knowlton Street (Gantry Phase 2)	LEED CRA	0096-2014	6/9/2014	061-15000-09	14-104	100	15	2014	12/31/2028
95x2019-242	CONTINUE	Yes	Race and Vine Offices, LLC	Race and Vine Offices	CRA	200-2018	10/15/2018	061-15000-09	19-062	100	10	2020	12/31/2030
25x2023-2012	CONTINUE	Yes	Schiel	Schiel, LLC LEED CRA	LEED CRA	182-2012	6/4/2012	061-15000-09	12-002	100	15	2014	12/31/2028
95x2019-248	CONTINUE	Yes	57 East, LLC	57 East	CRA	384-2018	1/18/2019	061-15000-09	19-011	100	12	2020	12/31/2031
85x2018-171	CONTINUE	Yes	OTR Housing Group, LLC	1531 Elm, 1533 Elm, 1533 Pleasant	CRA	321-2017	12/29/2017	061-15000-09	19-028	100	8	2019	12/31/2026
05x2020-278	CONTINUE	Yes	1725 Elm Street, LLC	1725 Elm CRA	CRA	468-2019	1/10/2020	061-15000-09	20-039	100	12	2023	12/31/2034
75x2017-186	CONTINUE	Yes	3044 Harrison Ave Holdings, LLC	West Side Brewing Commercial CRA	CRA	0366-2016	1/27/2017	061-15000-09	17-017	100	12	2018	12/31/2029
65x2016-285	CONTINUE	Yes	Oakley Hotel Enterprises LTD	Oakley Station - Homewood Suites	LEED CRA	61-2016	5/4/2016	061-15000-09	16-021	75	12	2018	12/31/2029
45x2014-084	CONTINUE	Yes	TINC, LLC	CRA - 1209 Jackson Street	CRA	0303-2013	11/12/2013	061-15000-09	13-008	100	8	2021	12/31/2028
05x2020-288	CONTINUE	Yes	Perseverance Commercial, LLC	Perseverance Commercial CRA	LEED CRA	439-2019	2/10/2020	061-15000-09	20-022	100	15	2022	12/31/2036
45x2014-076	CONTINUE	Yes	TMG Investment Group	Broadway Square, Phase I	LEED CRA	0319-2013	11/4/2013	061-15000-09	13-007	100	12	2014	12/31/2025
55x2015-85	CONTINUE	Yes	Kirby Lofts, LLC	Kirby Lofts	CRA	141-2014	9/12/2014	061-15000-09	14-108	100	8	2017	12/31/2024
35x2023-185	CONTINUE	Yes	Peebles Apartments L.P.	Peebles Apartments	LEED CRA	24-2022	1/10/2023	061-15000-09	22-018	100	15		
95x2019-230	CONTINUE	Yes	Court Street Condos, LLC	Court Street Commons	LEED CRA	346-2018	11/30/2018	061-15000-09	19-040	100	15		
45x2014-034	CONTINUE	Yes	Losantville Buildings, LLC	CRA - 3257 Gilbert Ave.	LEED CRA	0252-2013	8/27/2013	061-15000-09	13-012	100	15	2015	12/31/2029
45x2014-206	CONTINUE	Yes	Losantville Evanston, LLC	Losantville-Evanston Affordable Rental	LEED CRA	0138-2013	9/25/2012	061-15000-09	14-007	100	12	2015	12/31/2026
45x2014-207	CONTINUE	Yes	Losantville Evanston, LLC	Losantville-Evanston Affordable Rental	LEED CRA	0138-2013	9/25/2012	061-15000-09	14-008	100	12	2015	12/31/2026
35x2013-170	CONTINUE	Yes	233 Gilman, LLC	CRA - 233 Gilman Ave	LEED CRA	136-2013	7/1/2013	061-15000-09	13-003	100	12	2015	12/31/2026
55x2015-313	CONTINUE	Yes	ACG Merchants, LLC	32 W 6th St - Newberry Lofts	LEED CRA	348-2014	5/19/2015	061-15000-09	15-118	100	12	2017	12/31/2028
05x2020-289	CONTINUE	Yes	Linwood Real Estate Holdings, LLC	3152 Linnwood CRA	CRA	527-2019	2/19/2020	061-15000-09	20-019	100	8	2023	12/31/2030
25x2022-223	CONTINUE	Yes	The Farmers Hotel LLC	The Farmers Hotel	CRA	465-2021	3/25/2022	061-15000-09	22-004	100	12		
65x2016-228	CONTINUE	Yes	Hagen Properties, LLC	1833 Vine Street	CRA	338-2015	2/16/2016	061-15000-09	16-010	100	8	2017	12/31/2024
45x2024-171	CONTINUE	Yes	Annie Lofts, LLC	The Annie	CRA	381-2022	8/23/2023	061-15000-09	23-019	100	15		
85x2018-115	CONTINUE	Yes	Paramount Redevelopment LLC	Gateway at McMillan	CRA	129-2017	10/24/2017	061-15000-09	20-004	100	12	2020	12/31/2031
05x2010-259	CONTINUE	Yes	Gamma Xi 21, Inc.	Delta Tau Delta Fraternity House	LEED CRA	129-2010	5/14/2010	061-15000-09	10-008	100	15	2011	12/31/2025
85x2018-315	CONTINUE	Yes	Ranger Community Group, LLC	1035 Dayton	CRA	146-2018	7/10/2018	061-15000-09	20-043	100	12	2021	12/31/2032
05x2020-285	CONTINUE	Yes	Madison and Stewart, LLC	Madison and Stewart CRA	CRA	530-2019	2/12/2020	061-15000-09	20-040	100	12	2022	12/31/2033
25x038-2012	CONTINUE	Yes	SREE Hotels	Enquirer Building Redevelopment	LEED CRA	295-2012	9/19/2012	061-15000-09	14-001	100	12	2015	12/31/2026
75x2017-029	CONTINUE	Yes	Urban Legacy VIII, LLC	15 W. 14th St	CRA	250-2014	8/17/2016	061-15000-09	16-039	100	10	2015	12/31/2024
85x2018-198	CONTINUE	Yes	Paramount Square, LLC	Paramount Square	LEED CRA	299-2017	11/28/2017	061-15000-09	20-029	100	15	2019	12/31/2033
65x2016-222	CONTINUE	Yes	1826 Race, LLC	1826 Race Redevelopment	LEED CRA	329-2015	2/10/2016	061-15000-09	16-028	100	12	2019	12/31/2030
65x2016-281	CONTINUE	Yes	1200 Vine, LLC	Race Street Commercial Condos	CRA	87-2016	4/27/2016	061-15000-09	16-046	100	15	2018	12/31/2032
65x2016-187	CONTINUE	Yes	Andante Housing, LLC	51 E Clifton Ave	LEED CRA	401-2015	1/27/2016	061-15000-09	16-008	100	12	2018	12/31/2029
65x2016-247	CONTINUE	Yes	Xanadu Ventures, LLC	1121 Walnut	CRA	51-2016	3/17/2016	061-15000-09	16-030	100	12	2017	12/31/2028
65x2016-272	CONTINUE	Yes	Oakley FC II, LLC	The Boulevard at Oakley Station Ph. II	LEED CRA	37-2016	4/15/2016	061-15000-09	16-032	100	15	2017	12/31/2031
45x2014-108	CONTINUE	Yes	Broadway Development 2001, LTD	Seventh & Broadway Tower	LEED CRA	293-2013	10/21/2013	061-15000-09	14-101	100	15	2015	12/31/2029
45x2014-029A	CONTINUE	Yes	Cincinnati Development I, LLC	580 Walnut Street	CRA	224-2014	9/30/2013	061-15000-09	17-013	100	12	2016	12/31/2027
95x2019-168	CONTINUE	Yes	Cincinnati Scholar House LP	Cincinnati Scholar House	LEED CRA	93-2018	6/26/2018	061-15000-09	18-032	100	15	2020	12/31/2034
55x2015-288	CONTINUE	Yes	VP4, LLC	VP4, LLC	LEED CRA	35-2015	3/20/2015	061-15000-09	15-114	100	15	2016	12/31/2030
45x2014-154	CONTINUE	Yes	Radius Acquisition, LLC	The Banks Phase II - Residential	CRA	230-2013	2/20/2014	061-15000-09	14-004	100	15	2016	12/31/2030
65x2016-223	CONTINUE	Yes	Market Square I, LLC	Market Square I	LEED CRA	329-2015	2/10/2016	061-15000-09	16-027	100	12	2017	12/31/2031
65x2016-291	CONTINUE	Yes	Borgman Properties, LLC	Borgman Properties CRA	CRA	119-2016	5/19/2016	061-15000-09	16-036	100	8	2017	12/31/2024
25x2022-057	CONTINUE	Yes	Bleh Property Holdings, LLC	Avril Bleh Meat Market	CRA	309-2021	11/1/2021	061-15000-09	21-031	100	10	2023	12/31/2032
55x2015-072	CONTINUE	Yes	Cintrifuse Innovation Hub, LLC	Cintrifuse	LEED CRA	225-2013	8/7/2013	061-15000-09	13-101	100	12	2016	12/31/2027

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Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Program Type	Council Ordinance Number	Contract Signature Date	ODSA Master Agreement Number	ODSA Individual Agreement Number	Rate	Term Years	Start Year	Reporting End Date
75x2017-275	CONTINUE	Yes	Deeper Roots Holdings	Deeper Roots CRA	CRA	132-2017	6/23/2017	061-15000-09	17-019	100	12	2018	12/31/2029
45x2014-006	CONTINUE	Yes	Bartlett Building LTD	Bartlett - Renaissance Hotel	LEED CRA	130-2013	7/25/2013	061-15000-09	14-100	100	12	2014	3/1/2025
35x2023-178	CONTINUE	Yes	EK Brown Properties, LLC	810 Plum Street	CRA	140-2022	11/17/2022	061-15000-09	22-012	100	12		
55x2015-345	CONTINUE	Yes	McMillan Apartments, LLC	McMillan Apartments, LLC	LEED CRA	254-2014	6/9/2015	061-15000-09	15-123	100	15	2016	12/31/2030
65x2016-056	CONTINUE	Yes	Towne Properties, Inc.	Holy Cross Chapel Conversion	LEED CRA	224-2015	8/24/2015	061-15000-09	16-009	100	12	2018	12/31/2029
55x2015-219	CONTINUE	Yes	Trevarren Flats I LLC	Trevarren Flats	LEED CRA	352-2014	12/3/2014	061-15000-09	17-008	100	12	2016	12/31/2027
55x2015-216	CONTINUE	Yes	BarbAurora, LLC	BarbAurora, LLC	CRA	342-2014	1/9/2015	061-15000-09	15-108	100	8	2018	12/31/2025
55x2015-303	CONTINUE	Yes	Metcut Research Inc.	Metcut Expansion - Project Oak Forest	CRA	70-2015	7/22/2015	061-15000-09	16-013	100	12	2017	12/31/2028
35x011-2013	CONTINUE	Yes	Mercer Commons OTR, LLC	Mercer Commons Garage CRA	CRA	181-2012	2/19/2013	061-15000-09	15-103	100	12	2014	12/31/2025
25x0002	CONTINUE	Yes	Union on Taft, LLC	Taft Offices, LLC - LEED-CRA	LEED CRA	0007-2012	1/12/2012	061-15000-09	12-001	100	12	2013	12/31/2024
95x2019-268	CONTINUE	Yes	1540 Elm LLC	1540 Elm CRA	CRA	042-2019	2/20/2019	061-15000-09	19-016	100	8	2020	12/31/2027
05x2020-227	CONTINUE	Yes	8K Development Company, LLC	1714 Vine CRA	CRA	394-2019	10/31/2019	061-15000-09	20-007	100	12	2021	12/31/2032
85x2018-252	CONTINUE	Yes	1200 Vine, LLC	1501 Vine Street	CRA	0024-2018	3/20/2018	061-15000-09	18-018	100	12	2017	12/31/2028
55x2015-064	CONTINUE	Yes	South Block Properties, Ltd.	3930 Spring Grove	CRA	175-2014	6/25/2014	061-15000-09	15-113	100	12	2014	12/31/2025
85x2018-079	CONTINUE	Yes	Stratford Court II, LLC	Stratford Apartments II	LEED CRA	194-2017	9/18/2017	061-15000-09	18-010	100	15	2019	12/31/2033
85x2018-043	CONTINUE	Yes	1526 Blair Avenue, LLC	1526 Blair Ave	CRA	193-2017	7/11/2017	061-15000-09	18-005	100	12	2019	12/31/2030
85x2018-197	CONTINUE	Yes	Paramount Square Commissary, LLC	Paramount Square Commissary	LEED CRA	298-2017	1/23/2018	061-15000-09	17-022	100	15	2020	12/31/2034
75x2017-021	CONTINUE	Yes	Wellington APT LLC	111 Wellington Place	LEED CRA	232-2016	8/1/2016	061-15000-09	16-042	100	15	2019	12/31/2033
05x2020-222	CONTINUE	Yes	Solica Construction	722 E McMillan	CRA	281-2019	10/22/2019	061-15000-09	20-009	100	12	2021	12/31/2032
85x2018-122	CONTINUE	Yes	The Community Builders	Avondale Town Center - LIHTC Projec	LEED CRA	224-2017	10/27/2017	061-15000-09	19-010	100	15	2019	12/31/2033
15x2021-294	CONTINUE	Yes	Apple Street Senior LLC	Apple Street Senior CRA	LEED CRA	105-2020	6/28/2021	061-15000-09	21-006	100	15	2023	12/31/2037
75x2017-014	CONTINUE	Yes	Woods Real Estate Investments, LLC	Woods Real Estate Investments, LLC	CRA	262-2016	7/27/2016	061-15000-09	16-049	100	12	2017	12/31/2028
55x2015-054	CONTINUE	Yes	Oakley Housing Partners, LLC	Oakley Housing Partners	LEED CRA	0132-2014	7/3/2014	061-15000-09	16-004	100	15	2016	12/31/2030
85x2018-308	CONTINUE	Yes	To Life, Ltd.	Project Red Phase B and C	CRA	120-2018	6/26/2018	061-15000-09	21-000	100	15	2019	12/31/2034
95x2019-171	CONTINUE	Yes	Santana Properties, LLC	611 Main - Mazunte 2	CRA	139-2018	8/2/2018	061-15000-09	18-031	100	12	2020	12/31/2031
45x2014-070	CONTINUE	Yes	Black Iron Capital LLC	Schwartz Building Ren. - 906 Main St	LEED CRA	256-2013	11/6/2013	061-15000-09	13-010	100	12	2015	12/31/2026
95x2019-141	CONTINUE	Yes	OTR Market Properties, LLC	1635 Race	CRA	317-2018	11/9/2018	061-15000-09	19-002	95	9	2023	12/31/2031
65x2016-255	CONTINUE	Yes	GBG Strategies, LLC	12th & Main Area Office Development	CRA	39-2016	3/2/2016	061-15000-09	16-025	100	12	2017	12/31/2028
85x2018-243	CONTINUE	Yes	Dutton South LLC	McAndrews Glass	CRA	24-2018	3/12/2018	061-15000-09	18-020	100	12	2019	12/31/2030
25x2021-021	CONTINUE	Yes	60 East, LLC	60 East McMicken CRA	CRA	222-2021	8/16/2021	061-15000-09	21-016	100	12	2023	12/31/2034
45x2024-170	CONTINUE	Yes	Moerlein Mansion, LLC	Moerlein Mansion	CRA	240-2021	8/2/2023	061-15000-09	23-002	100	12		
75x2017-073	CONTINUE	Yes	Wulfbeck Family Partnership, LLC	Jet Machine Expansion	CRA	142-2016	9/9/2016	061-15000-09	16-050	75	15	2019	12/31/2033
75x2017-168	CONTINUE	Yes	1200 Vine, LLC	131 W 15th Street	CRA	367-2016	12/22/2016	061-15000-09	17-007	100	12	2019	12/31/2030
55x2015-105	CONTINUE	Yes	Elm Street Ventures, LLC	Elm Street Ventures, LLC	LEED CRA	109-2014	10/7/2014	061-15000-09	14-106	100	12	2015	12/31/2026
45x2024-177	CONTINUE	Yes	8K Glenway, LLC	WPH Glenway Properties - Phase I	CRA	237-2023	10/4/2023	061-15000-09	23-016	100	10		
05x2020-232	CONTINUE	Yes	12 E Court Street, LLC	12 E. Court CRA	LEED CRA	396-2019	11/10/2019	061-15000-09	20-002	100	15	2023	12/31/2037
55x2015-310	CONTINUE	Yes	Artichoke Properties, LLC	Redevelopment of 1824 Elm Street	LEED CRA	79-2015	5/6/2015	061-15000-09	15-112	100	12	2016	12/31/2027
65x2016-269	CONTINUE	Yes	Shining Lotus Rentals LLC	1527 Elm	LEED CRA	59-2016	4/15/2016	061-15000-09	17-011	100	12	2017	12/31/2028
25x2022-003	CONTINUE	Yes	Broadway Square IV, LLC	Broadway Square IV CRA Agreement	CRA	223-2021	7/15/2021	061-15000-09	21-010	100	15	2023	12/31/2037
05x2020-256	CONTINUE	Yes	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	CRA	431-2019	12/4/2019	061-15000-09	20-011	100	12	2020	12/31/2031
15x2021-254	CONTINUE	Yes	CH Keymark LLC	The Furniture Store	CRA	134-2021	5/6/2021	061-15000-09	21-030	100	15	2023	12/31/2037
15x2021-262	CONTINUE	Yes	17E-Fifteen LLC	17 E Fifteen St	CRA	111-2021	4/26/2021	061-15000-09	21-013	100	8	2022	12/31/2029
95x2019-148	CONTINUE	Yes	1629 Citadel LLC	2346 Boone CRA	CRA	59-2019	3/1/2019	061-15000-09	19-025	100	8	2023	12/31/2030
75x2017-020	CONTINUE	Yes	3MG Properties LTD	1607 Main	CRA	234-2016	8/1/2016	061-15000-09	16-047	100	12	2020	12/31/2031
95x2019-277	CONTINUE	Yes	Wooster Development, Ltd.	Prus Construction Expansion	CRA	31-2019	5/18/2019	061-15000-09	19-024	100	12	2020	12/31/2031
45x2014-110	CONTINUE	Yes	VP3 LLC	VP3 New Multifamily LEED CRA	LEED CRA	346-2013	12/17/2013	061-15000-09	13-013	100	15	2015	12/31/2029
85x2018-126	CONTINUE	Yes	Motz Properties LLC	3229 Riverside Dr - CRA	CRA	13-2016	11/1/2017	061-15000-09	19-014	100	12	2018	12/31/2029
05x2010-263	CONTINUE	Yes	65 West LLC	65 West-LEED CRA	LEED CRA	200-2010	1/20/2010	061-15000-09	10-010	100	15	2012	12/31/2026
25x020-2012	CONTINUE	Yes	4138 Hamilton Avenue, LLC	Caracole Relocation (CRA)	CRA	63-2012	5/10/2012	061-15000-09	12-100	100	12	2014	12/31/2025
85x0190	CONTINUE	Yes	Towne Properties, Inc.	DeSales Apartments II CRA	LEED CRA	373-2008	11/19/2008	061-15000-09	08-004	100	15	2010	12/31/2024
85x0133	CONTINUE	Yes	Masi Realty LLC	Malton Art Gallery CRA	CRA	341-2008	10/1/2008	061-15000-09	09-002	100	15	2010	12/31/2024
25x045-2012A	CONTINUE	Yes	F&C Development, Inc.	Oakley Station Apartments (LEED-CRA)	LEED CRA	103-2012	11/7/2012	061-15000-09	16-026	100	15	2014	12/31/2028
75x0124	CONTINUE	Yes	Stratford Companies	Senior Star - Assisted Living	CRA	158-2007	10/26/2007	061-15000-09	07-001	100	15	2010	12/31/2025
15x0111-127	CONTINUE	Yes	Hallmark Student Hsg Cincinnati, LLC	University Edge Cincinnati I LEED-CRA	LEED CRA	203-2011	6/15/2011	061-15000-09	16-003	100	15	2013	12/31/2027
85x2018-301	CONTINUE	Yes	Uptown 5, LLC	341 & 343 Cathoun	CRA	295-2017	6/11/2018	061-15000-09	19-056	100	10	2019	12/31/2028
05x2020-254	CONTINUE	Yes	Sycamore Diner, LLC	Sugar n' Spice LEED CRA	LEED CRA	469-2019	1/2/2020	061-15000-09	20-036	100	15	2021	12/31/2035
15x2021-220	CONTINUE	Yes	SS Mamnoh, LLC	Madisonville Smart Storage	LEED CRA	0272-2017	12/7/2020	061-15000-09	20-035	100	15	2019	12/31/2033
85x2018-051	CONTINUE	Yes	Jobs Cafe, LLC	Market Square II	LEED CRA	0114-2017	7/7/2017	061-15000-09	18-001	100	12	2019	12/31/2030
85x2018-097	CONTINUE	Yes	The Deacon Propco, LLC	Straight Street Collegiate Apartments	LEED CRA	255-2017	10/11/2017	061-15000-09	18-017	100	15	2019	12/31/2033
45x2014-114	CONTINUE	Yes	Eurostampa North America; Inc.	Eurostampa Expansion	CRA	0349-2013	12/23/2013	061-15000-09	14-003	100	12	2015	12/31/2026
85x2018-114	CONTINUE	Yes	Morgan Apartments LLC	Morgan Apartments	CRA	293-2017	10/20/2017	061-15000-09	18-030	100	12	2019	12/31/2031

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Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Program Type	Council Ordinance Number	Contract Signature Date	ODSA Master Agreement Number	ODSA Individual Agreement Number	Rate	Term Years	Start Year	Reporting End Date
85x2018-175	CONTINUE	Yes	Bond Hill Roselawn Senior Housing LP	Roselawn Senior Apartments	LEED CRA	128-2017	12/22/2017	061-15000-09	19-007	100	15	2019	12/31/2033
45x2024-178	CONTINUE	Yes	Vandalia Point, LLC	Vandalia Point	LEED CRA	22-2022	10/9/2023	061-15000-09	23-013	100	15		
35x2023-181	CONTINUE	Yes	Four Corners Cincinnati, LLC	Marshall & Central CRA	LEED CRA	223-2022	12/23/2022	061-15000-09	22-015	100	13		
65x2016-331	CONTINUE	Yes	Broadway Square II, LLC	Broadway Square Phase II	LEED CRA	77-2016	6/16/2016	061-15000-09	16-045	100	12	2018	12/31/2030
55x2015-165	CONTINUE	Yes	Avondale Housing LP	Avondale Revitalization Phase 1B	CRA	304-2014	11/13/2014	061-15000-09	14-109	100	8	2017	12/31/2024
25x2022-025	CONTINUE	Yes	Pendleton Housing Partners, LP	Pendleton III Apartments CRA	CRA	188-2021	8/20/2021	061-15000-09	21-007	100	15	2022	12/31/2037
05x2020-333	CONTINUE	Yes	Willkommen Holding, LLC	Willkommen NEW	LEED CRA	523-2018	6/29/2020	061-15000-09	20-024	100	15	2022	12/31/2037
55x2015-063	CONTINUE	Yes	dunnhumbly USA LLC	dunnhumblyUSA PIR	LEED CRA	94-2013	3/21/2012	061-15000-09	17-003	100	15	2015	12/31/2029
65x2016-054	CONTINUE	Yes	Sterling Medical Corporation	Sterling Medical - 2650 Burnet Ave	LEED CRA	251-2015	8/24/2015	061-15000-09	19-029	100	12		
45x2014-103	CONTINUE	Yes	Abigail Apartments L.P.	Abigail Apartments LEED - CRA	LEED CRA	292-2012	12/10/2013	061-15000-09	12-101	100	12	2015	12/31/2025
55x2015-273	CONTINUE	Yes	Sands Senior Apartments, LLC	CRA - Sands Senior Apartments	LEED CRA	0020-2015	3/12/2015	061-15000-09	15-110	100	12	2017	12/31/2028
85x2018-314	CONTINUE	Yes	793 E McMillan, LLC	Comfort Station	CRA	99-2018		061-15000-09	18-033	100	15	2020	12/31/2034
65x2016-090	CONTINUE	Yes	Cutter Historic Apartments, LLC	Cutter Historic Apartments	CRA	282-2015	10/1/2015	061-15000-09	16-043	100	8	2017	12/31/2024
95x2019-244	CONTINUE	Yes	Building #1, LLC	100 E. Clifton, 101 & 105 Peete Ren.	LEED CRA	360-2018	12/17/2018	061-15000-09	19-064	100	12	2020	12/31/2033
35x008-2013	CONTINUE	Yes	Mercer Commons Commercial 2, LLC	Mercer Commons 2 (Commercial)	CRA	392-2012	3/8/2013	061-15000-09	15-104	100	12	2014	12/31/2026
15x2021-298	CONTINUE	Yes	Curtis Street Investments, LLC	Curtis Street Redevelopment	CRA	267-2021	6/29/2021	061-15000-09	21-009	100	15	2022	12/31/2036
55x2015-114	CONTINUE	Yes	Urban Legacy VIII, LLC	18 W. 13th St	CRA	230-2014	10/7/2014	061-15000-09	14-119	100	10	2015	12/31/2024
85x2018-244	CONTINUE	Yes	Urban Legacy VIII, LLC	1401 Walnut - CRA	CRA	11/2018	5/3/2018	061-15000-09	19-015	100	12	2019	12/31/2030
55x2015-125	CONTINUE	Yes	Mountain Cincinnati, LLC	Rough Brothers Expansion	CRA	306-2013	7/24/2012	061-15000-09	14-102	85	10	2015	12/31/2024
05x2020-306	CONTINUE	Yes	Este Investors, LTD	Este Building LEED CRA	LEED CRA	543-2019	3/17/2020	061-15000-09	20-042	100	15	2023	12/31/2037
05x2020-292	CONTINUE	Yes	OTR Holdings, Inc.	1221-1233 Main CRA	LEED CRA	541-2019	3/10/2020	061-15000-09	20-028	100	15	2022	12/31/2036
75x2017-187	CONTINUE	Yes	OTR Holdings, Inc.	1233 Walnut	CRA	0402-2016	2/1/2017	061-15000-09	19-058	100	12	2018	12/31/2029
35x2023-197	CONTINUE	Yes	1007 Dayton, LLC	1007 Dayton Street CRA	CRA	123-2023	5/12/2023	061-15000-09		100	15		
35x2023-182	CONTINUE	Yes	Lincoln & Gilbert Family, LLC	Lincoln & Gilbert Family	LEED CRA	24-2022	12/20/2022	061-15000-09		100	15		
15x2021-182	CONTINUE	Yes	1735 Vine, LLC	1735 Vine Street CRA	CRA	529-2019	10/21/2020	061-15000-09	21-003	100	12		
25x2022-172	CONTINUE	Yes	Queen City 205, LLC	Textile Building (205 W. 4th Street)	CRA	275-2021	7/8/2021	061-15000-09	21-036	100	15		
15x2021-275	CONTINUE	Yes	MKRB1, LLC	MKRB1 LLC CRA	CRA	140-2021	5/27/2021	061-15000-09	21-027	100	15		
65x2016-227	CONTINUE	Yes	100 Findlay, LLC	100 Findlay	CRA	348-2015	2/16/2016	061-15000-09	20-033	100	8		
15x2021-279	CONTINUE	Yes	Court and Vine Holdings, LLC	31 E Court CRA	CRA	294-2020	6/4/2021	061-15000-09	12-032	100	12		
35x2023-168	CONTINUE	Yes	August Flats, LLC	August Flats (1701-1705 Race)	CRA	222-2022	8/18/2022	061-15000-09	22-005	100	12		
35x2023-164	CONTINUE	Yes	123 E. McMicken Avenue, LLC	The Volkshaus	CRA	141-2022	7/11/2022	061-15000-09	22-006	100	15		
25x2022-182	CONTINUE	Yes	KeyMark QALICB LLC	Mergard/Ruthellen	CRA	314-2021	12/9/2021	061-15000-09	21-030	100	15		
35x2023-167	CONTINUE	Yes	1401 Main, LLC	2022 OTR Mixed-income Housing	CRA	222-2022	8/18/2022	061-15000-09	22-010	100	12	2023	12/31/2034
65x2016-089	CONTINUE	Yes	8th and Sycamore LLC and NAP Sycamore LLC	8th and Sycamore	CRA	221-2015	10/5/2015	061-15000-09	16-019	100	15	2017	12/31/2031
05x2020-211	CONTINUE	Yes	Findlay Center, LLC	Findlay Center	LEED CRA	150-2019	10/17/2019	061-15000-09	20-003	100	15	2019	12/31/2035
05x2020-332	CONTINUE	Yes	Willkommen Holding, LLC	Willkommen REHAB	CRA	522-2019	7/2/2020	061-15000-09	20-025	100	15	2021	12/31/2036
45x2014-104	CONTINUE	Yes	BSG2, LLC	BSG2, LLC (24 E 15th)	CRA	23-2013	12/10/2013	061-15000-09	13-100	100	12	2016	12/31/2027
25x2012-099	CONTINUE	Yes	Stratford Court Apartments, LLC	Stratford Court Apartments	LEED CRA	136-2012	6/13/2012	061-15000-09	16-018	100	15	2014	12/31/2028
05x2020-273	CONTINUE	Yes	Fountain Place, LLC	Fountain Place (TIF like a CRA)	CRA	538-2019	12/23/2019	061-15000-09		100	10		
55x2015-324	CONTINUE	No	3117 Southside Realty LLC	Southside Realty-Industrial	LEED CRA	101-2015	5/15/2015	061-15000-09	16-051	90	15	2016	12/31/2030
05x2020-168	CONTINUE	No	1902 Studios, LLC	1902 Colerain - CRA	CRA	263-2019	7/22/2019	061-15000-09	19-037	100	9	2021	12/31/2029
45x2024-169	CONTINUE	No	Victory Vistas, LLC	Victory Vistas	LEED CRA	24-2022	8/3/2023	061-15000-09	22-021	100	15		
65x2016-012	CONTINUE	No	Knowlton Northside L.P.	Knowlton Northside Senior Housing	LEED CRA	249-2015	8/15/2015	061-15000-09	15-116	100	15	2017	12/31/2031
65x2016-080	CONTINUE	No	Avondale Community Council	Avondale - Bus and Commty Ctr	CRA	22-2014	2/5/2015	061-15000-09	19-031	100	12	2018	12/31/2029
15x2021-249	CONTINUE	No	NHC - Flat Iron, LLC	Flat Iron Building Renovation	CRA	278-2019	2/23/2021	061-15000-09	21-011	100	12	2022	12/31/2033
15x2011-063	CONTINUE	No	Elberon Senior Apartments	Elberon	LEED CRA	72-2011	4/8/2011	061-15000-09	16-002	100	12	2013	12/31/2024
25x2012-057	CONTINUE	No	St. Paul Village II Limited Partnership	Saint Paul Village II	CRA	19-2012	2/21/2012	061-15000-09	16-022	100	15	2013	12/31/2024
35x2023-190	CONTINUE	No	Pl. Durner, LLC	Paramount Launch-Durner Building	CRA	377-2022	2/9/2023	061-15000-09	22-017	100	15		
35x2023-187	CONTINUE	No	Ruebel, LLC	Chase West	LEED CRA	486-2019	1/19/2023	061-15000-09	19-066	100	13		
85x2018-049	CONTINUE	No	1415 Republic LLC	1415 Republic	CRA	145-2016	7/21/2017	061-15000-09	18-002	100	12	2019	12/31/2030
05x2020-167	CONTINUE	No	1733 Elm St, LLC	1733 Elm Street	CRA	196-2019	7/12/2019	061-15000-09	19-035	100	12	2021	12/31/2032
35x2023-208	CONTINUE	No	NEST	4024 Hamilton Renovation	CRA	221-2023	7/17/2023	061-15000-09	23-004	100	15		
25x2022-012	CONTINUE	No	116 E. McMicken, LLC	116 E. McMicken CRA	CRA	104-2021	7/29/2021	061-15000-09	21-029	100	15		
35x2023-192	CONTINUE	No	WDC, LLC	14th and Walnut Historic	CRA	335-2022	2/28/2023	061-15000-09	23-006	100	10		
75x2017-025	CONTINUE	No	Radcliffe Holdings, LLC	Q-Labs - 1950 Radcliff Drive	CRA	151-2016	8/15/2016	061-15000-09	17-004	100	15	2018	12/31/2032
85x2018-313	CONTINUE	No	Oakley Child Care III, LLC	Oakley Child Care III, LLC	CRA	140-2018	7/9/2018	061-15000-09	18-029	100	9	2019	12/31/2027
35x2023-196	CONTINUE	No	Moerlein Properties, LLC	Gateway Lofts Cincinnati	CRA	90-2023	5/18/2023	061-15000-09	23-001	100	12		
15x2021-292	CONTINUE	No	1623 Pleasant Street, LLC	1623 Pleasant CRA	CRA	224-2021	6/23/2021	061-15000-09	21-008	100	8		
35x2023-177	CONTINUE	No	Kaladin, LLC	1923 Elm Street	CRA	309-2022	11/10/2022	061-15000-09	22-009	100	15		
75x2017-179	CONTINUE	No	Post Office Place LLC	Post Office Place LLC - CRA	CRA	0002-2017	1/27/2017	061-15000-09	19-005	100	8	2017	12/31/2024
85x2018-048	CONTINUE	No	Allston Place LLC	4016 Allston Place Commercial CRA	CRA	139-2017	7/21/2017	061-15000-09	19-023	66.7	12	2019	12/31/2030

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75x2017-178	CONTINUE	No	KAAPS 7364, LLC	Roselawn Center Renovation	CRA	0399-2016	1/23/2017	061-15000-09	17-009	100	12	2018	12/31/2029
05x2020-322	CONTINUE	No	1814 Central, LLC	OTR Stillhouse	CRA	470-2019	5/14/2020	061-15000-09	20-020	100	10	2022	12/31/2031
05x2010-082	CONTINUE	No	Forest Square Apartments L.P.	Forest Square Senior Apartments	LEED CRA	371-2009	1/29/2010	061-15000-09	10-009	100	15	2011	12/31/2025
05x2020-269	CONTINUE	No	509 E12 ST, LLC	509 E12 ST CRA	CRA	467-2019	12/31/2019	061-15000-09	20-017	100	12	2023	12/31/2034
05x2020-271	CONTINUE	No	Southern Ohio Holding Org., LLC	222-226 Mohawk CRA	CRA	463-2019	12/31/2019	061-15000-09	20-016	100	12		
65x2016-323	CONTINUE	No	Marlowe Court Limited Partnership	Marlowe Court	LEED CRA	117-2016	6/16/2016	061-15000-09	16-038	100	15	2018	12/31/2032
95x2019-227	CONTINUE	No	2347 Reading Road, LLC	2347 Reading Road, LLC	CRA	352-2018	11/16/2018	061-15000-09	19-001	100	15	2020	12/31/2034
75x2017-162	CONTINUE	No	BAM Realty Group, LLC	8 East 4th Street	CRA	363-2016	12/13/2016	061-15000-09	18-000	75	8	2018	12/31/2025
75x2017-002	CONTINUE	No	BAM Realty Group, LLC	3094 Madison LEED-CRA	LEED CRA	233-2016	7/8/2016	061-15000-09	16-052	75	15	2018	12/31/2032
05x2020-318	CONTINUE	No	161 McMicken, LLC	161 E McMicken	CRA	483-2019	9/17/2020	061-15000-09	20-030	100	10	2022	12/31/2031
05x2020-295	CONTINUE	No	Liberty Modern, LLC	JB Schmitt Garage CRA	CRA	525-2019	3/10/2020	061-15000-09	20-026	100	12	2023	12/31/2034
65x2016-286	CONTINUE	No	Roehr Insurance Agency	Butterbean Properties - Roehr Ins.	CRA	83-2016	5/5/2016	061-15000-09	16-020	100	12	2017	12/31/2028
15x2011-164	CONTINUE	No	5011 Kenwood, LLC	Camargo Capital Renovation	LEED CRA	296-2011	11/8/2011	061-15000-09	11-012	100	12	2013	3/1/2024
75x2017-229	CONTINUE	No	1207 Elm, LLC	1207 Elm	LEED CRA	0036-2017	4/5/2017	061-15000-09	17-015	100	12	2018	12/31/2029
05x2020-277	CONTINUE	No	313 West 5th, LLC	313 W 5th CRA	CRA	474-2019	1/10/2020	061-15000-09	20-038	100	12		
45x2024-181	CONTINUE	No	The Port	West End Affordable Rental Hsg Project	CRA	511-2021	10/30/2023	061-15000-09		100	15		
35x2023-198	CONTINUE	No	MCA Center, LLC	Mercantile Redevelopment	CRA	145-2023	5/24/2023	061-15000-09	23-007	100	15		
55x2015-066	CONTINUE	No	Oh Theta House Corp of Sigma Phi Epsilon	Sigma Phi Epsilon Fraternity House	LEED CRA	142-2014	8/4/2014	061-15000-09	14-110	100	12	2015	12/31/2026
85x2018-186	CONTINUE	No	Court & Walnut, LLC	Court & Walnut-Resdntl and Prkg Gar.	CRA	179-2017	8/23/2017	061-15000-09	18-016	100	15	2019	12/31/2033
85x2018-307	CONTINUE	No	US Bank	U.S. Bank - CRA/JCTC	CRA	100-2018	7/25/2018	061-15000-09	19-006	100	10	2021	12/31/2030
25x2022-048	CONTINUE	No	Hyde Park Hotel Partners, LLC	Hampton Inn & Suites - Hyde park	LEED CRA	350-2021	9/24/2021	061-15000-09	21-015	100	13		
15x2021-187	CONTINUE	No	830 Main Street, LLC	830 Main Street	LEED CRA	285-2019	11/2/2020	061-15000-09	21-005	100	15		
05x2020-175	CONTINUE	No	Sanctuary Place Apartments, LLC	2315 Park Ave.	LEED CRA	280-2019	8/13/2019	061-15000-09	19-065	100	14		
15x2021-280	CONTINUE	No	Court and Vine Holdings, LLC	915 Vine Street CRA	CRA	292-2020	6/10/2021	061-15000-09	21-034	100	12		
35x2023-186	CONTINUE	No	Cary Capital, LLC	Project Hope	LEED CRA	379-2022	1/19/2023	061-15000-09		100	15		
05x2020-276	MODIFY	No	6558 Gracely, LLC	Gracely Event Centre CRA	CRA	429-2019	1/23/2020	061-15000-09	21-004	100	12		
25x2022-044	MODIFY	No	CLC 300 Main Street, LLC	Pure Romance LEED CRA	LEED CRA	274-2021	9/15/2021	061-15000-09	21-039	100	15		
85x2018-052	MODIFY	No	Neyer Holdings, Inc.	130-132 E. 6th Street	LEED CRA	146-2017	8/2/2017	061-15000-09	20-015	100	12		
95x2019-304	MODIFY	No	423 East 13th Street, LLC	423 E. 13th Street	CRA	99-2019	4/25/2019	061-15000-09	19-022	100	10		
15x2021-258	MODIFY	No	119 E. McMicken, LLC	119 E. McMicken	CRA	59-2021	4/27/2021	061-15000-09	21-023	100	15		
05x2020-309	MODIFY	No	Northcrown Property, LLC	1614 Walnut Street LEED CRA	LEED CRA	456-2019	3/17/2020	061-15000-09	20-041	100	15		
25x2022-010	MODIFY	No	100 E. McMicken, LLC	100 E. McMicken CRA	LEED CRA	84-2021	7/28/2021	061-15000-09	21-025	100	15		
25x2022-009	MODIFY	No	64 E. McMicken, LLC	64 E. McMicken CRA	CRA	102-2021	7/28/2021	061-15000-09	21-022	100	15		
25x2022-248	MODIFY	No	726 E McMillan, LLC	726 McMillan	CRA	477-2021	5/25/2022	061-15000-09	22-013	100	12		
25x2022-052	MODIFY	No	254 Mohawk, LLC	254 Mohawk CRA	CRA	313-2021	9/30/2021	061-15000-09	21-014	100	12		
85x2018-045	MODIFY	No	Condominium Holdings, LLC	1505 Race	CRA	0113-2017	7/21/2017	061-15000-09	19-045	100	10	2020	12/31/2029
85x2018-044	MODIFY	No	Condominium Holdings, LLC	116 W 15th Street	CRA	0112-2017	7/21/2017	061-15000-09	19-044	100	12	2020	12/31/2031
05x2020-317	MODIFY	No	Campus Management LTD	Park Avenue Square	LEED CRA	487-2019	4/20/2020	061-15000-09	20-018	100	15		
95x2019-251	MODIFY	No	Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street	LEED CRA	359-2018	2/26/2019	061-15000-09	19-036	100	15		
25x2022-054	MODIFY	No	Roost Properties, LLC	3244 Fairfield	LEED CRA	266-2020	10/11/2021	061-15000-09	21-018	100	15		
85x2018-106	MODIFY	No	233 Gilman, LLC	225 Gilman	LEED CRA	253-2017	10/20/2017	061-15000-09	18-009	100	12	2022	12/31/2033
85x2018-078	MODIFY	No	Kauffman Vine LLC	1725 Vine Street	LEED CRA	0202-2017	11/16/2017	061-15000-09	19-049	100	12		
05x2020-279	MODIFY	No	E.M.A. Freeman, LLC	Freeman Apartments	LEED CRA	524-2019	1/14/2020	061-15000-09	20-037	100	12		
05x2020-340	MODIFY	No	Cincinnati Bulk Terminals	CBT Intermodal	CRA	517-2019	8/27/2020	061-15000-09	20-031	100	15		
15x2021-176	MODIFY	No	421 Hoge Street, LLC	421 Hoge Street	LEED CRA	264-2019	7/24/2020	061-15000-09	20-027	100	11		
85x2018-231	MODIFY	No	Azeotropic Partners, LLC	1301 Walnut St. Commercial	CRA	364-2017	2/28/2018	061-15000-09	18-023	100	15	2020	12/31/2034
05x2020-183	MODIFY	No	303 Seitz, LLC	303 Seitz St	CRA	322-2019	8/15/2019	061-15000-09	19-054	100	12		
15x2021-281	MODIFY	No	Court and Vine Holdings, LLC	7-11 E Court Street CRA	CRA	291-2020	6/4/2021	061-15000-09	21-033	100	12		
25x2022-064	MODIFY	No	Oakley Yards Land, LLC	Oakley Yard Senior Living Development	CRA	192-2021	11/29/2021	061-15000-09	21-037	45	15		
25x2022-063	MODIFY	No	Oakley Yards Land, LLC	Oakley Yard Multi-family Development	CRA	191-2021	11/29/2021	061-15000-09	21-038	90	15		
15x2011-047	TERMINATE	Yes	NBDC I, LLC	Hildebrandt/Hilmon Child Care Center	CRA	21-2011	3/7/2011	061-15000-09	11-002	100	12	2012	12/31/2023
45x2014-024	TERMINATE	Yes	Grandin Company LTD	1308 Race Street	CRA	0255-2013	9/6/2013	061-15000-09	13-006	100	10	2014	12/31/2023
65x2016-004	TERMINATE	Yes	Seymour Investments, LLC	Enquirer Distribution Ctr - Techsolve II	CRA	126-2015	7/17/2015	061-15000-09	15-121	100	7	2017	12/31/2023
05x2010-285	TERMINATE	Yes	Keidel Supply Company Inc.	Keidel Supply Company, Inc. Relocation	CRA	170-2010	12/4/2019	061-15000-09	10-005	100	12	2012	12/31/2023
55x2015-356	TERMINATE	Yes	Central Y Senior Apartments, LLC	Parkway Place Apartments	CRA	133-2015	6/12/2015	061-15000-09	15-119	100	8	2016	12/31/2023
15x2011-097	TERMINATE	Yes	Urban Sites	9487 Dry Fork Rd, LLC	LEED CRA	283-2010	6/14/2011	061-15000-09	11-013	100	12	2012	12/31/2023
15x2011-061	TERMINATE	Yes	ACG Federal Reserve, LLC	The Reserve	LEED CRA	427-2010	3/30/2011	061-15000-09	11-003	100	12	2012	12/31/2023
55x2015-332	TERMINATE	Yes	Avila Magna Group, LLC	1509 Republic Street	CRA	0093-2015	5/21/2015	061-15000-09	15-125	100	8	2016	12/31/2023
75x0085	TERMINATE	Yes	2718 Observatory Partners LLC	2718 Observatory Avenue CRA	CRA	277-2007	7/12/2007	061-00865-06	07-001	100	15	2009	12/31/2023
55x009	TERMINATE	Yes	Machine Flats, LLC	3301 Colerain - Middle Earth	CRA - HIST	109-2005	4/18/2005	061-15000-06	05-001	100	8	2015	12/31/2023
55x2015-164	TERMINATE	Yes	Avondale Housing II, LP	Avondale Revitalization Phase 1A	CRA	305-2014	11/13/2014	061-15000-09	14-107	100	8	2016	12/31/2023

2024 TIRC REPORT - CRA GENERAL INFO

Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Program Type	Council Ordinance Number	Contract Signature Date	ODSA Master Agreement Number	ODSA Individual Agreement Number	Rate	Term Years	Start Year	Reporting End Date
0355-2017	TERMINATE	Yes	GSRC Power, LLC	Power Building CRA	CRA - HIST	355-2017	12/20/2017			100	10	2019	12/31/2023
15x2011-159	TERMINATE	Yes	North Rhine Heights L.P.	North Rhine Heights LEED-CRA	LEED CRA	293-2011	10/11/2011	061-15000-09	11-011	100	12	2012	12/31/2023
05x2010-294	TERMINATE	No	1400 Race, LLC	1400 Race Street	CRA	207-2010	8/23/2010	061-15000-09	10-007	100	12	2012	12/31/2023
15x2011-062	TERMINATE	No	Woodburn Pointe, LLC	Woodburn Pointe	LEED CRA	71-2011	4/8/2011	061-15000-09	16-001	100	12	2012	12/31/2023
65x2016-229	TERMINATE	No	Lyjaad LLC	Clifton Market - CRA Tax Abatement	CRA	380-2015	2/22/2016	061-15000-09	16-023	100	12	2017	12/31/2028
15x2011-003	TERMINATE	No	Aegis Protective Services	3033 Robertson Ave.	CRA	0419-2010	1/11/2011	061-15000-09	11-001	100	12	2012	1/31/2023
55x2015-363	TERMINATE	No	Youthland Academy	Children United, LLC	LEED CRA	105-2015	6/25/2015	061-15000-09	17-010	100	15		
15x2021-177	TERMINATE	No	Traction Partners, LLC	Traction Company Building	LEED CRA	459-2019	7/28/2020	061-15000-09	20-023	100	15		
85x2018-274	TERMINATE	No	1737 Vine, LLC	1737 Vine Street CRA	CRA	247-2017	3/30/2018	061-15000-09	19-018	100	12	2020	12/31/2031
95x2019-265	TERMINATE	No	Supreme Bright Cincinnati	First National Bank	LEED CRA	23-2019	3/1/2019	061-15000-09	19-039	100	15		

2024 TIRC REPORT - CRA CONSTRUCTION INFO (Non-compliant Only)

Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Construction End Date (Estimated)	Certificate of Occupancy Achieved	Projected Investment	Company-Reported Investment	Status
25x2022-048	CONTINUE	No	Hyde Park Hotel Partners, LLC	Hampton Inn & Suites - Hyde park	12/31/2023		\$11,771,503		Pending Completion Application
15x2021-187	CONTINUE	No	830 Main Street, LLC	830 Main Street	9/30/2023		\$7,325,000		Pending Completion Application
05x2020-175	CONTINUE	No	Sanctuary Place Apartments, LLC	2315 Park Ave.	12/31/2023		\$3,278,499		Pending Completion App
15x2021-280	CONTINUE	No	Court and Vine Holdings, LLC	915 Vine Street CRA	12/31/2023	9/2/2020	\$390,512	\$595,459	Pending issues with Completion App
05x2020-276	MODIFY	No	6558 Gracely, LLC	Gracely Event Centre CRA	11/30/2021		\$235,000		Pending assign & ext amendment
25x2022-044	MODIFY	No	CLC 300 Main Street, LLC	Pure Romance LEED CRA	5/31/2023		\$7,000,000		Pending extension amendment
85x2018-052	MODIFY	No	Neyer Holdings, Inc.	130-132 E. 6th Street	12/31/2018		\$3,500,000		Pending extension amendment
95x2019-304	MODIFY	No	423 East 13th Street, LLC	423 E. 13th Street	3/31/2021		\$1,090,000		Pending construction start
15x2021-258	MODIFY	No	119 E. McMicken, LLC	119 E. McMicken	9/1/2022		\$822,500		Pending Comp App & ext amendment
05x2020-309	MODIFY	No	Northcrown Property, LLC	1614 Walnut Street LEED CRA	3/31/2023		\$1,340,000		Pending extension amendment
25x2022-010	MODIFY	No	100 E. McMicken, LLC	100 E. McMicken CRA	1/1/2023		\$841,650		Pending extension amendment
25x2022-009	MODIFY	No	64 E. McMicken, LLC	64 E. McMicken CRA	4/1/2023		\$919,178		Pending extension amendment
25x2022-248	MODIFY	No	726 E McMillan, LLC	726 McMillan	5/31/2023		\$1,700,000		Pending extension amendment
25x2022-052	MODIFY	No	254 Mohawk, LLC	254 Mohawk CRA	12/31/2023		\$725,847		Pending construction start
85x2018-045	MODIFY	No	Condominium Holdings, LLC	1505 Race	12/31/2019	8/12/2021	\$630,544	\$299,494	Pending Assignment & Ext Amendment
85x2018-044	MODIFY	No	Condominium Holdings, LLC	116 W 15th Street	12/31/2019	1/27/2020	\$660,428	\$305,546	Pending Assignment & Ext Amendment
05x2020-317	MODIFY	No	Campus Management LTD	Park Avenue Square	12/31/2023		\$22,706,367		Pending construction start
95x2019-251	MODIFY	No	Cincy Downtown Lodging Associates, LLC	299 E. Sixth Street	6/30/2020		\$10,400,000		Pending construction start
25x2022-054	MODIFY	No	Roost Properties, LLC	3244 Fairfield	9/30/2023		\$780,756		Pending extension amendment
85x2018-106	MODIFY	No	233 Gilman, LLC	225 Gilman	3/31/2020	3/14/2021	\$350,000	\$492,606	Pending extension amendment
85x2018-078	MODIFY	No	Kauffman Vine LLC	1725 Vine Street	12/31/2023		\$2,669,150	\$350,000	Pending extension amendment #2
05x2020-279	MODIFY	No	E.M.A. Freeman, LLC	Freeman Apartments	9/30/2023		\$600,000		Pending extension amendment #2
05x2020-340	MODIFY	No	Cincinnati Bulk Terminals	CBT Intermodal	3/31/2023		\$8,000,000		Pending extension amendment
15x2021-176	MODIFY	No	421 Hoge Street, LLC	421 Hoge Street	4/30/2023		\$12,320,000		Pending assignment & ext amendment
85x2018-231	MODIFY	No	Azeotropic Partners, LLC	1301 Walnut St. Commercial	5/31/2020	6/11/2020	\$1,878,979	\$4,690,698	Pending assignment & ext amendment
05x2020-183	MODIFY	No	Seitz, LLC	303 Seitz St	9/30/2023	5/3/2024	\$477,150	\$1,010,250	Pending Extension Amendment
15x2021-281	MODIFY	No	Court and Vine Holdings, LLC	7-11 E Court Street CRA	12/31/2023	1/18/2024	\$1,098,288	\$1,136,444	Pending extension amendment #2
25x2022-064	MODIFY	No	Oakley Yards Land, LLC	Oakley Yard Senior Living Development	6/1/2024		\$35,000,000		Pending construction start
25x2022-063	MODIFY	No	Oakley Yards Land, LLC	Oakley Yard Multi-family Development	12/31/2023		\$54,000,000		Pending construction start
55x2015-363	TERMINATE	No	Youthland Academy	Children United, LLC	6/30/2016	7/7/2017	\$1,250,000		Pending Default Notice and Termin.
15x2021-177	TERMINATE	No	Traction Partners, LLC	Traction Company Building	4/30/2022		\$32,000,000		Pending extension amendment
95x2019-265	TERMINATE	No	Supreme Bright Cincinnati	First National Bank	12/31/2021		\$48,500,000		Pending termination agreement

2024 TIRC REPORT - CRA JOBS AND PAYROLL INFO (Non-compliant Only)

Contract Number	Recommendation	Compliant?	Organization Legal Name	End Date-Job Creation Period	Total Jobs Commitment	Total Jobs In 2023	Jobs Compliance Rate	Total Payroll Commitment	Total Payroll In 2023	Payroll Compliance Rate	Job Explanations (from Annual Report and/or Discussions with Company)
55x2015-324	CONTINUE	Yes	Peter Cremer North America	3/1/2019	150	107	71%	\$4,500,000	\$5,320,234	118%	In 2018, our facility decreased from 24/7 operations to 24/5.
85x2018-301	CONTINUE	Yes	Uptown 5 LLC	3/1/2022	35	20	57%	\$761,608	\$800,000	105%	
05x2020-184	CONTINUE	Yes	Grandin Company Ltd	3/1/2019	60	32	53%	\$3,000,000	\$1,920,000	64%	Building leased to one tenant. Tenant has not seen the growth expected due to COVID.
75x2017-278	CONTINUE	Yes	TLAAT 7, LLC	3/1/2020	35	18	51%	\$500,000	\$568,000	114%	
55x2015-251	CONTINUE	Yes	Gaslight Gardens LLC	3/1/2019	5	2	40%	\$170,000	\$120,000	71%	Using outside contractors instead of in-house employees.
55x2015-253	CONTINUE	Yes	SOLI Interests, LLC	3/1/2019	5	2	40%	\$60,000	\$60,000	100%	
55x2015-117	CONTINUE	Yes	Buckeye Power Funding Company LLC	3/1/2019	800	312	39%	\$40,000,000	\$47,867,385	120%	GE relocated all of its employees out of the building. New tenants are moving into the building; property owner has not been able to collect all data from them.
75x2017-090	CONTINUE	Yes	Grandin Company Ltd	3/1/2020	500	182	36%	\$30,000,000	\$14,286,000	48%	Several tenants are still offering work-from-home options to employees, decreasing the number that are working in the building.
85x2018-314	CONTINUE	Yes	793 E McMillan, LLC	3/1/2022	14	5	36%	\$300,000	\$49,103	16%	Business has struggled since shooting in 2022. Owner plans to hire new operator to increase growth.
75x2017-077	CONTINUE	Yes	The Kroger Co.	3/1/2021	21	7	33%	\$1,280,000	\$629,859	49%	Workforce labor shortages have challenged the company to find and hire employees.
65x2016-132	CONTINUE	Yes	South Block Phase IV, LLC	3/1/2019	19	6	32%	\$285,000	\$175,000	61%	Fewer but higher paid employees working as a result of the pandemic and changes to the workforce structure.
95x2019-171	CONTINUE	Yes	Santana Properties, LLC	3/1/2022	30	9	30%	\$500,000	\$186,323	37%	Depressed economic environment due to pandemic, and issues with streetcar reidership. Streetcar platform prohibits restaurant from having outdoor seating.
75x2017-029	CONTINUE	Yes	1200 Vine, LLC	3/1/2018	26	6.1	23%	\$1,090,000	\$231,436	21%	Project was partially vacant in 2023.
15x2021-220	CONTINUE	Yes	SS Mammoth, LLC	3/1/2022	5	1	20%	\$108,800	\$35,485	33%	Storage facilities typically only have two on-site employees.
55x2015-090	CONTINUE	Yes	SOLI Interests, LLC	3/1/2019	10	2	20%	\$125,000	\$50,000	40%	
35x2013-170	CONTINUE	Yes	233 Gilman LLC	3/1/2018	21	2	10%	\$330,000	\$78,273	24%	
55x2015-094	CONTINUE	Yes	South Block Properties, Ltd.	3/1/2018	8	0	0%	\$240,000	\$0	0%	Tenant moved to a new location.
45x2014-103	CONTINUE	Yes	Abigail Apartments Limited Partnership	3/1/2016	6	0	0%	\$0	\$0	NA	
85x2018-048	CONTINUE	No	Allston Place LLC	3/1/2021	23	14	61%	\$1,140,000	\$1,200,000	105%	
65x2016-323	CONTINUE	No	Marlowe Court Limited Partnership	3/1/2020	14	7	50%	\$539,280	\$360,226	67%	Property manager still working to collect data from other tenants.
85x2018-048	CONTINUE	No	JRS INTERESTS I, LLC	3/1/2021	23	1	4%	\$1,140,000	\$50,000	4%	
15x2021-280	CONTINUE	No	Urban Legacy VIII, LLC	3/1/2023	5	0	0%	\$228,390	\$0	0%	The commercial spaces that make up this project were vacant in 2023.
85x2018-231	MODIFY	No	Columbia Flats, LLC	3/1/2023	23	10.5	46%	\$821,621	\$193,764	24%	The project was partially vacant in 2023. A restaurant tenant is scheduled to open in June 2024.
75x0085	TERMINATE	Yes	2718 OBSERVATORY PARTNERS LLC	3/1/2011	50	25	50%	\$1,750,000	\$4,034,773	231%	Agreement expires in 2023.
45x2014-024	TERMINATE	Yes	Grandin Company Ltd	3/1/2017	206	92	45%	\$15,910,105	\$5,695,000	36%	Several tenants are still offering work-from-home options to employees, decreasing the number that are working in the building. Agreement expired in 2023.
65x2016-229	TERMINATE	No	Lyjaad LLC	3/1/2020	35	25	71%	\$1,114,000	\$1,000,000	90%	

2024 TIRC REPORT - CRA ANNUAL REPORTING INFO (Non-compliant Only)

Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Annual Report Received	Current Year Annual Fee	Annual Fee Paid	Fee Payment Date	Approval Notes
05x2020-168	CONTINUE	No	1902 Studios, LLC	1902 Colerain - CRA	3/14/2024	\$500.00			Pending 2023 Annual Fee
45x2024-169	CONTINUE	No	Victory Vistas, LLC	Victory Vistas	4/18/2024	\$500.00			Pending 2023 Annual Fee
65x2016-012	CONTINUE	No	Knowlton Northside L.P.	Knowlton Northside Senior Housing	3/15/2024	\$1,626.40			Pending 2023 Annual Fee
65x2016-080	CONTINUE	No	Avondale Community Council	Avondale Connection	3/15/2024	\$500.00			Pending 2023 Annual Fee
15x2021-249	CONTINUE	No	NHC - Flat Iron, LLC	Flat Iron Building Renovation	3/27/2024	\$500.00			Pending 2023 Annual Fee
15x2011-063	CONTINUE	No	Elberon Senior Apartments	Elberon	3/15/2024	\$500.00			Pending 2023 Annual Fee
25x2012-057	CONTINUE	No	St. Paul Village II Limited Partnership	Saint Paul Village II	3/15/2024	\$878.80			Pending 2023 Annual Fee
35x2023-190	CONTINUE	No	PL Durner, LLC	Paramount Launch-Durner Building	3/8/2024	\$500.00			Pending 2023 Annual Fee
35x2023-187	CONTINUE	No	Ruebel, LLC	Chase West	3/15/2024	\$500.00			Pending 2023 Annual Fee
85x2018-049	CONTINUE	No	1415 Republic LLC	1415 Republic	2/21/2024	\$500.00			Pending 2023 Annual Fee
05x2020-167	CONTINUE	No	1733 Elm St, LLC	1733 Elm Street	3/17/2024	\$500.00			Pending 2023 Annual Fee
35x2023-208	CONTINUE	No	NEST	4024 Hamilton Renovation	3/15/2024	\$500.00			Pending 2023 Annual Fee
25x2022-012	CONTINUE	No	116 E. McMicken, LLC	116 E. McMicken CRA	3/15/2024	\$500.00			Pending 2023 Annual Fee
35x2023-192	CONTINUE	No	WDC, LLC	14th and Walnut Historic	3/13/2024	\$500.00			Pending 2023 Annual Fee
75x2017-025	CONTINUE	No	Radcliffe Holdings, LLC	Q-Labs - 1950 Radcliff Drive	2/29/2024	\$1,395.71			Pending 2023 Annual Fee
85x2018-313	CONTINUE	No	Oakley Child Care III, LLC	Oakley Child Care III, LLC	3/15/2024	\$1,021.27			Pending 2023 Annual Fee
35x2023-196	CONTINUE	No	Moerlein Properties, LLC	Gateway Lofts Cincinnati	1/29/2024	\$500.00			Pending 2023 Annual Fee
15x2021-292	CONTINUE	No	1623 Pleasant Street, LLC	1623 Pleasant CRA	3/18/2024	\$500.00			Pending 2023 Annual Fee
35x2023-177	CONTINUE	No	Kaladin, LLC	1923 Elm Street	3/18/2024	\$500.00			Pending 2023 Annual Fee
75x2017-179	CONTINUE	No	Post Office Place LLC	Post Office Place LLC - CRA	1/17/2024	\$500.00			Pending 2023 Annual Fee
85x2018-048	CONTINUE	No	Allston Place LLC	4016 Allston Place Commercial CRA	1/17/2024	\$500.00			Pending 2023 Annual Fee
75x2017-178	CONTINUE	No	KAAPS 7364, LLC	Roselawn Center Renovation	3/4/2024	\$500.00			Pending 2023 Annual Fee
05x2020-322	CONTINUE	No	1814 Central, LLC	OTR Stillhouse	4/18/2024	\$500.00			Pending 2023 Annual Fee
05x2010-082	CONTINUE	No	Forest Square Apartments L.P.	Forest Square Senior Apartments	3/15/2024	\$500.00			Pending 2023 Annual Fee
05x2020-269	CONTINUE	No	509 E12 ST, LLC	509 E12 ST CRA	3/17/2024	\$500.00			Pending 2023 Annual Fee
05x2020-271	CONTINUE	No	Southern Ohio Holding Org., LLC	222-226 Mohawk CRA	1/30/2024	\$500.00			Pending 2023 Annual Fee
65x2016-323	CONTINUE	No	Marlowe Court Limited Partnership	Marlowe Court	3/15/2024	\$2,379.80			Pending 2023 Annual Fee
95x2019-227	CONTINUE	No	2347 Reading Road, LLC	2347 Reading Road, LLC	3/14/2024	\$2,500.00			Pending 2023 Annual Fee
75x2017-162	CONTINUE	No	BAM Realty Group, LLC	8 East 4th Street	4/19/2024	\$500.00			Pending 2022 & 2023 Annual Fee
75x2017-002	CONTINUE	No	BAM Realty Group, LLC	3094 Madison LEED-CRA	4/19/2024	\$500.00			Pending 2022 & 2023 Annual Fee
05x2020-318	CONTINUE	No	161 McMicken, LLC	161 E McMicken		\$500.00			Pending 2023 Annual Fee & Report
05x2020-295	CONTINUE	No	Liberty Modern, LLC	JB Schmitt Garage CRA		\$500.00			Pending 2023 Annual Fee & Report
65x2016-286	CONTINUE	No	Roehr Insurance Agency	Butterbean Properties - Roehr Ins.		\$500.00			Pending 2023 Annual Fee & Report
15x2011-164	CONTINUE	No	5011 Kenwood, LLC	Camargo Capital Renovation		\$500.00			Pending 2023 Annual Fee & Report
75x2017-229	CONTINUE	No	1207 Elm, LLC	1207 Elm	4/19/2024	\$500.00			Pending 2022 & 2023 Annual Fee
05x2020-277	CONTINUE	No	313 West 5th, LLC	313 W 5th CRA	3/13/2024	\$500.00			Pending 2023 Annual Fee
45x2024-181	CONTINUE	No	The Port	West End Affordable Rental Hsg Project	1/17/2024	\$500.00			Pending 2023 Annual Fee
35x2023-198	CONTINUE	No	MCA Center, LLC	Mercantile Redevelopment	3/15/2024	\$500.00			Pending 2023 Annual Fee
55x2015-066	CONTINUE	No	Oh Theta House Corp of Sigma Phi Epsilon	Sigma Phi Epsilon Fraternity House		\$500.00	\$500.00	2/20/2024	Pending 2023 Annual Report
85x2018-186	CONTINUE	No	Court & Walnut, LLC	Court & Walnut-Resdntl and Prkg Gar.	6/7/2024	\$921.97	\$921.97	5/31/2024	Pending 2023 Annual Report
85x2018-307	CONTINUE	No	US Bank	U.S. Bank - CRA/JCTC		\$500.00			Pending 2023 Report & 2022 & 2023 Fee
05x2020-175	CONTINUE	No	Sanctuary Place Apartments, LLC	2315 Park Ave.		\$500.00	\$500.00	2/5/2024	Pending 2022 & 2023 annual report
05x2020-276	MODIFY	No	6558 Gracely, LLC	Gracely Event Centre CRA		\$500.00			Pending 2023 Annual Fee & Report
25x2022-044	MODIFY	No	CLC 300 Main Street, LLC	Pure Romance LEED CRA		\$500.00			Pending 2023 Annual Fee & Report
85x2018-052	MODIFY	No	Neyer Holdings, Inc.	130-132 E. 6th Street		\$500.00			Pending 2023 Annual Fee & Report
95x2019-304	MODIFY	No	423 East 13th Street, LLC	423 E. 13th Street		\$500.00			Pending 2023 Annual Fee & Report
15x2021-258	MODIFY	No	119 E. McMicken, LLC	119 E. McMicken	3/15/2024	\$500.00			Pending 2023 Annual Fee
05x2020-309	MODIFY	No	Northcrown Property, LLC	1614 Walnut Street LEED CRA	3/15/2024	\$500.00			Pending 2023 Annual Fee
25x2022-010	MODIFY	No	100 E. McMicken, LLC	100 E. McMicken CRA	3/15/2024	\$500.00			Pending 2023 Annual Fee
25x2022-009	MODIFY	No	64 E. McMicken, LLC	64 E. McMicken CRA	3/15/2024	\$500.00			Pending 2023 Annual Fee

2024 TIRC REPORT - CRA ANNUAL REPORTING INFO (Non-compliant Only)

Contract Number	Recommendation	Compliant?	Organization Legal Name	Project Name	Annual Report Received	Current Year Annual Fee	Annual Fee Paid	Fee Payment Date	Approval Notes
25x2022-248	MODIFY	No	726 E McMillan, LLC	726 McMillan	3/14/2024	\$500.00			Pending 2023 Annual Fee
25x2022-052	MODIFY	No	254 Mohawk, LLC	254 Mohawk CRA	5/6/2024	\$500.00			Pending 2023 Annual Fee
05x2010-294	TERMINATE	No	1400 Race, LLC	1400 Race Street	3/15/2024	\$875.28			Pending 2023 Annual Fee
15x2011-062	TERMINATE	No	Woodburn Pointe, LLC	Woodburn Pointe	3/15/2024	\$500.00			Pending 2023 Annual Fee
65x2016-229	TERMINATE	No	Lyjaad LLC	Clifton Market - CRA Tax Abatement	4/19/2024	\$500.00			Pending 2022 & 2023 Annual Fee
15x2011-003	TERMINATE	No	Aegis Protective Services	3033 Robertson Ave.	4/25/2024	\$500.00			Pending 2022 & 2023 Annual Fee
55x2015-363	TERMINATE	No	Youthland Academy	Children United, LLC		\$2,000.00			Pending Default Notice and Term.
85x2018-274	TERMINATE	No	1737 Vine, LLC	1737 Vine Street CRA		\$500.00			Pending Default Notice and Term.
95x2019-265	TERMINATE	No	Supreme Bright Cincinnati	First National Bank	1/31/2024	\$500.00	\$500.00	2/6/2024	Pending termination agreement

September 25, 2024

202402094

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Amending CMC Section 301-15, “Distribution of Gains and Losses of Treasury Investment Accounts”**

Transmitted herewith is an Emergency Ordinance captioned as follows:

MODIFYING the provisions of Chapter 301, “Public Moneys,” of the Cincinnati Municipal Code by **AMENDING** Section 301-15, “Distribution of Gains and Losses of Treasury investment Accounts,” to update the funds allowed to receive interest from the investment accounts.

Passage of this Emergency Ordinance will delete obsolete funds and update the Municipal code to include active funds and grant funds received per the Uniform Guidance.

This Emergency Ordinance is recommended for approval.

cc: Karen Alder, Finance Director

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MODIFYING the provisions of Chapter 301, “Public Moneys,” of the Cincinnati Municipal Code by **AMENDING** Section 301-15, “Distribution of Gains and Losses of Treasury Investment Accounts,” to update the funds allowed to receive interest from the investment accounts.

WHEREAS, the Director of Finance is responsible for investing monies in the treasury of the City pursuant to CMC Chapter 301; and

WHEREAS, the securities earn interest and the net interest is distributed to various funds; and

WHEREAS, CMC Section 301-15, “Distribution of Gains and Losses of Treasury Investment Accounts,” provides the list of funds that are to receive the net interest realized by the treasury investment accounts; and

WHEREAS, the Finance Department recommends changes to the list of funds eligible to receive interest realized by the treasury investment accounts; now, therefore,

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

Section 1. That existing Section 301-15, “Distribution of Gains and Losses of Treasury Investment Accounts,” of Chapter 301, “Public Moneys,” of the Cincinnati Municipal Code is amended to read as follows:

Sec. 301-15. Distribution of Gains and Losses of Treasury Investment Accounts.

Premiums and discounts on treasury investment purchases shall be credited to or charged against interest and amortized over the period from purchase to the date of maturity of the security. Gains and losses in the sale of treasury investment securities shall be credited to or paid from interest.

Effective January 1, 1991, net interest realized by the treasury investment account shall be distributed quarterly as follows:

Interest earnings on water works funds, stormwater management funds, self-insurance funds, metropolitan sewer district funds, certain capital project funds as approved by the director of finance, the municipal golf activities fund, the parking facilities fund, the Lunken Airport fund, ~~the Riverfront Stadium fund excluding advances, the police compensatory time reserve fund, all~~ federal grant funds received in advance per the uniform guidance in 2 CFR 200.305, and the following individual funds:

151 Bond Retirement
165 Elsinor
 213 Workers Compensation
~~312 Donated Time Bank – Catastrophic Illness~~
~~315 Fountain Square Pavilion~~
 318 Sawyer Point
 319 Contributions for Recreation Purposes
 320 Center Hill-Crosley Field Trust
 321 Kroger Trust
323 Recreation Special Activities
 326 Park Donation and Special Activity
 329 Cincinnati Riverfront Park Fund
 330 Park Lodge/Pavilion Deposits
 332 Krohn Conservatory
~~333 Krohn Conservatory Trust~~
~~334 Columbia Parkway Greenway Fund~~
 336 Telecommunications Services
~~337 East End Walkway Trust Fund~~
366 Federal Asset Forfeiture
 367 Criminal Activity Forfeiture - Federal
373 IRS Forfeiture
403 Yeatman's Cove Park Trust
 430 Parks Private Endowment
 444 Armleder Projects Fund
 449 Cincinnati Area Geographic Information System
478 Justice Assistance Grant
 630 Cable Access
706 W.M. Ampt Endowment Fund
707 Grosbeck Endowment Fund
708 Schmidlapp Park Music Fund
 711 Risk Management
 752 Permanent Improvement - Parks
 754 Working Capital Reserve
~~759 Income Tax – Transit~~

and any other fund, the interest on which by the terms of any trust, will, agreement, trust indenture, law or regulation, must be credited to such fund, shall be paid to each of such respective funds; the balance of the interest earned on securities held by the treasury investment account shall be paid to the general fund.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to update the funds allowed to receive the distribution of gains and losses of the investment accounts.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

New language underscored. Deletions struck through.

September 25, 2024

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202402086

**Subject: Emergency Ordinance – Authorizing the Implementation of the FOP,
Local 69 Labor Management Agreement**

Attached is an Emergency Ordinance captioned:

Authorizing the City Manager to execute and implement the Non-Supervisors and Supervisors labor management agreements between the City of Cincinnati and the Fraternal Order of Police, Local 69, the updated terms of which are reflected in the attached summary.

This agreement increases Police Administration's ability to manage the Cincinnati Police Department by allowing increased staffing flexibility in Planning, Police Records, Background and Recruiting, and Information Technology Management, and increases the minimum qualifications required to promote to the position of Police Lieutenant and Police Captain. The three-year agreement provides the members with a 5.0% wage increase in the first year of the contract (effective April 28, 2024), a 4.0% wage increase in the second year of the contract (effective April 26, 2025), and a 3.0% wage increase in the final year of the contract (effective April 25, 2026). A summary of the tentative agreement is attached hereto.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, Human Resources Director

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AUTHORIZING the City Manager to execute and implement the Non-Supervisors and Supervisors labor management agreements between the City of Cincinnati and the Fraternal Order of Police, Local 69, the updated terms of which are reflected in the attached summary.

WHEREAS, the current Non-Supervisors and Supervisors labor management agreements between the City of Cincinnati and the Fraternal Order of Police, Local 69 (“FOP, Local 69”) expired on April 27, 2024; and

WHEREAS, the City and FOP, Local 69, through their respective negotiating teams, have reached tentative agreement on the terms of successor agreements, the updated terms of which are reflected in the attached summary; and

WHEREAS, the tentative agreements have a duration of three years beginning on April 28, 2024 and expiring on April 24, 2027; and

WHEREAS, all employees in the FOP, Local 69, Non-Supervisors and Supervisors bargaining units will receive a five percent increase to their base wage retroactive to April 28, 2024; a four percent increase to their base wage effective April 27, 2025; and a three percent increase to their base wage effective April 26, 2026; and

WHEREAS, the grade of Police Officer 2 will be created and replace the current top step of the Police Officer Rank and will receive, in addition to the across-the-board increases to the base wage for all employees in the FOP, Local 69, Non-Supervisors and Supervisors bargaining units, a two percent increase to the base wage in the first year of the contract, a one percent increase to the base wage in the second year of the contract, and a two percent increase in the base wage in the third year of the contract, and also will have a two percent rank differential between the rank of Police Officer 2 and the grade of Senior Police Officer and an eight percent rank differential between the rank of Police Officer 2 and the grade of Police Specialist; and

WHEREAS, the shift differential rate will be increased to three percent of the top step of a Police Officer 2’s hourly rate of pay; and

WHEREAS, members of the SWAT Team who receive less than 48-hours’ notice of an assignment outside of their normal working hours will be eligible for call back pay and Gun Crime Intelligence Supervisors will be eligible for special on-call pay when assigned by the Police Chief; and

WHEREAS, an employee who selects Option 1 Terminal Benefits shall not receive Police Officer certification pay while on the payroll in an inactive status; and

WHEREAS, Injured with Pay benefits will be adjusted to ensure that employees disclose relevant medical restrictions to the department and that a failure to disclose will result in forfeiture of injury with pay benefit for that injury; and

WHEREAS, the special assignment pay rate for Field Training Officers will be increased from \$0.65 per hour to \$1 per hour and Police Sergeants and/or Police Lieutenants designated to work as a certified Field Training Sergeant or Field Training Lieutenant will be eligible for special assignment pay; and

WHEREAS, effective February 1, 2025, the Non-City Sponsored Detail Rates will be increased from 1.2 times the employee's hourly rate to 1.5 times the employee's regular salary rate, which will be paid by the City and reported to the Ohio Police and Fire Pension Fund; and

WHEREAS, promotions to the position of Police Lieutenant and Police Captain will now require an individual to serve at least 24 months in the next lower rank; and

WHEREAS, the City and FOP, Local 69, will enter into a Memorandum of Understanding allowing the City to utilize non-sworn personnel to perform positions within specific sections/units that are currently being performed by sworn personnel; and

WHEREAS, the terms and conditions of the successor agreements as agreed to by the parties represent fair and equitable gains for both parties; now, therefore,

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

Section 1. That the City Manager is authorized to execute and implement the Non-Supervisors and Supervisors labor management agreements between the City of Cincinnati and the Fraternal Order of Police, Local 69, the updated terms of which are reflected in the attached summary.

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

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

immediate need to implement successor labor management agreements between the City and the Fraternal Order of Police, Local 69 to replace the agreements which expired on April 27, 2024.

Passed: _____, 2024

Aftab Pureval, Mayor

Attest: _____
Clerk

**Summary of Tentative Agreement with
FOP Local 69
Non-Supervisors and Supervisors**

Article III: Grievance Procedure

- Added language that reprimands are not subject to mediation.

Article VII: Wages and Benefits

- Section 2 (Holiday/Compensatory Time): Added Juneteenth to the holiday leave hours bank; Added language that if an Officer is reinstated from January 2-June 30, they shall receive 60 hours of compensatory time and if reinstated from July 1-December 31, they shall receive 30 hours of compensatory time.
- Section 4 (Call Back Pay and Special On-Call Pay): Members of the SWAT Team who receive less than 48-hours' notice of an assignment outside of their normal working hours will be eligible for call back pay; Added Gun Crime Intelligence Supervisors as eligible for special on-call pay when assigned by the Police Chief.
- Section 5 (Shift Differential): Increased the shift differential rate to 3% of the top step of a Police Officer 2's hourly rate of pay.
- Section 15 (Rank Differential): Creation of the grade of Police Officer 2 which replaces the current top step of the Police Officer Rank. In the first year of the contract, the grade of Police Officer 2 will be 2% higher than the across-the-board increase at the current top step Police Officer Rank. In the second year of the contract, the grade of Police Officer 2 will be an additional 1% higher than the across-the-board increase. In the third year of the contract, the grade of Police Officer 2 will be 2% higher than the across-the-board increase; Added a 2% differential between the rank of Police Officer 2 and the grade of Senior Police Officer and an 8% differential between the rank of Police Officer 2 and the grade of Police Specialist.
- Section 22 (Terminal Benefits): Added language stating that an employee who selects Option 1 shall not receive Police Officer certification pay while on the payroll but in an inactive status.
- Section 24 (Injured with Pay Benefit): Added language that if an employee is given medical restrictions by a treating provider which would affect their ability to perform the essential functions of their job, these restrictions must be disclosed to the department. Failure to disclose will result in forfeiture of injury with pay benefit for that injury.

- Section 29 (Field Training Officers): Increased the special assignments pay rate from \$0.65 to \$1.00; SUPERVISOR CONTRACT ONLY: Added language regarding receipt of special assignment pay for any Police Sergeant and/or Police Lieutenant designated to work as a certified Field Training Sergeant or Field Training Lieutenant.
- SUPERVISOR CONTRACT ONLY: Section 34 (Promotions): Added language that no person shall be promoted to the position of Police Lieutenant who has not served at least twenty-four months in the next lower rank; Added language that no person shall be promoted to the position of Police Captain who has not served at least twenty-four months in the next lower rank.

Article XVII: Terms of Agreement:

- 3-year contract (April 28, 2024-April 24, 2027)

Article XXII: Outside Employment Extension of Police Service Details:

- Increased the Non-City Sponsored Detail Rates from 1.2x the employee's hourly rate to 1.5x the employee's regular salary rate effective February 1, 2025; Non-City Sponsored Detail Rates will now be paid on the City check and reported to the Ohio Police and Fire Pension Fund.

Appendix A: Wages:

- 5.0% effective April 28, 2024
- 4.0% effective April 26, 2025
- 3.0% effective April 25, 2026

NEW: Appendix E: Drug Screening Levels:

- Added a new Appendix containing drug screening levels.

NEW: Memorandum of Understanding: Utilization of Civilian Personnel

- Establishment of an MOU allowing the City to identify positions currently performed within specific sections/units that do not require arrest powers and the legal capacity to use force and to utilize non-sworn personnel (e.g. civilian personnel) to perform these jobs. These include the following sections/units:
 - Planning (Research only)
 - Police Records
 - Background and Recruiting (Background only)
 - Information Technology Management Section (ITMS)
 - Mental Health Response (Licensed Behavioral Health Specialist)

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

The remaining articles will stay as current contract language.

{00408417-1}

September 30, 2024

To: Members of the Budget and Finance Committee
From: Sheryl M. M. Long, City Manager 202402117
Subject: **Emergency Ordinance – DECC: State of Ohio Grant for Convention Center District Development**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant”; **AUTHORIZING** the City Manager to apply for, accept, and appropriate State of Ohio Capital Budget grant resources of up to \$46,000,000, to be distributed by the Ohio Office of Budget and Management and as authorized by House Bill 2 for Fiscal Years 2025-2026, to newly established capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant,” to provide resources for the redevelopment of the Convention Center District; **AUTHORIZING** the Director of Finance to deposit State of Ohio Capital Budget grant funds into newly established capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant”; **AUTHORIZING** that the disbursed funds acquired through this grant agreement be fully bonded and any interest earned on resources in this newly established capital project be credited to said capital project; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant”. This Emergency Ordinance further authorizes the City Manager to apply for, accept, and appropriate State of Ohio Capital Budget grant resources of up to \$46,000,000, to be distributed by the Ohio Office of Budget and Management (OBM) and as authorized by House Bill 2 for Fiscal Years 2025-2026, to newly established capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant,” to provide resources for the redevelopment of the Convention Center District. This Emergency Ordinance further authorizes the Director of Finance to deposit State of Ohio Capital Budget grant funds into newly established capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant”. This Emergency Ordinance further authorizes that the disbursed funds acquired through this grant agreement be fully bonded and any interest earned on resources in this newly established capital project be credited to said capital project. Lastly, this Emergency Ordinance further authorizes the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

In June of 2024, the Cincinnati Center City Development Corporation (3CDC) submitted a grant application to the State of Ohio on behalf of the City to aid with development of the Convention Center District, which includes the Duke Energy Convention Center (DECC) and the surrounding area generally bounded by Race Street, Central Avenue, Fourth Street, and

Sixth Street (the “Convention Center District Development” project). Coinciding with this grant application, the 135th General Assembly of the State of Ohio finalized House Bill 2 and appropriated \$717,800,000 for “One Time Strategic Community Investments,” of which up to \$46,000,000 was awarded to the project titled “Convention Center District Development”. The State of Ohio Office of Budget and Management requires that the City is the recipient of the \$46,000,000 grant, as included in the State of Ohio Capital Budget and authorized by House Bill 2 for Fiscal Years 2025-2026

The reason for the emergency is the need to sign the grant agreement and to receive and use these resources on the Convention Center District Development project at the earliest possible time for the economic benefit of the people of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

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AUTHORIZING the establishment of new capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant”; **AUTHORIZING** the City Manager to apply for, accept, and appropriate State of Ohio Capital Budget grant resources of up to \$46,000,000, to be distributed by the Ohio Office of Budget and Management and as authorized by House Bill 2 for Fiscal Years 2025-2026, to newly established capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant,” to provide resources for the redevelopment of the Convention Center District; **AUTHORIZING** the Director of Finance to deposit State of Ohio Capital Budget grant funds into newly established capital improvement program project account no. 980x243x252400, “Convention Center District Development Grant”; **AUTHORIZING** that the disbursed funds acquired through this grant agreement be fully bonded and any interest earned on resources in this newly established capital project be credited to said capital project; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, the Cincinnati Center City Development Corporation (3CDC) submitted a grant application to the State of Ohio on behalf of the City to aid with development of the Convention Center District, which includes the Duke Energy Convention Center and the surrounding area generally bounded by Race Street, Central Avenue, Fourth Street, and Sixth Street (the “Convention Center District Development” project); and

WHEREAS, the 135th General Assembly of the State of Ohio has appropriated \$717,800,000 for “One Time Strategic Community Investments,” of which up to \$46,000,000 was awarded to the project titled “Convention Center District Development”; and

WHEREAS, the State of Ohio Office of Budget and Management requires that the City is the recipient of the \$46,000,000 grant, as included in the State of Ohio Capital Budget and authorized by House Bill 2 for Fiscal Years 2025-2026; and

WHEREAS, Council authorization is required to accept and appropriate the capital grant funds; and

WHEREAS, acceptance of this grant requires no local matching funds, and no new FTEs/full time equivalents are associated with acceptance of this grant; and

WHEREAS, the Convention Center District Development project is in accordance with the “Compete” goal to “[b]ecome nationally and internationally recognized as a vibrant and unique city” as described on pages 121-125 of Plan Cincinnati (2012); now, therefore,

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