



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final

### Budget and Finance Committee

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

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Monday, April 28, 2025

1:00 PM

Council Chambers, Room 300

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### PRESENTATIONS

#### Human Services Update

Mike Moroski, Executive Director, Human Services Chamber of Hamilton County

### AGENDA

### EXECUTIVE SESSION

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

#### GRANTS AND DONATIONS

- [202500815](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; **AUTHORIZING** the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, "2025 Recycling Partnership Grant."  
  
**Sponsors:** City Manager  
**Attachments:** [Transmittal](#)  
[Ordinance](#)
- [202500821](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of

Development's TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x72000 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

**Sponsors:** City Manager

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

3. [202500824](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners' Fund for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; **AUTHORIZING** the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318; **ESTABLISHING** new capital improvement program project account no. 980x203x252040, "Sawyer Point Improvements," to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements; **ESTABLISHING** new capital improvement program project account no. 980x203x252041, "Riverwalk Signage," to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point; and **AUTHORIZING** the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, to provide resources for various Parks Department capital improvement program projects.

**Sponsors:** City Manager

**Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Fund 430 Capital Transfer OrdSchedule Final](#)

### **FUNDING AGREEMENTS**

4. [202500817](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational

support for upcoming signature events; **AUTHORIZING** the City Manager's Office to expend resources of up to \$100,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events; and **DECLARING** such expenditure to serve a public purpose.

**Sponsors:** City Manager

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

5. [202500822](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **AUTHORIZING** the City Manager to expend existing resources of up to \$100,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati; **AUTHORIZING** the City Manager to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion; and **DECLARING** such expenditure to serve a public purpose.

**Sponsors:** City Manager

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

### **JOB CREATION TAX CREDIT AGREEMENT**

6. [202500826](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Prospiant, Inc., pursuant to which the company agrees to create 120 new jobs at 7108 Shona Drive in the Roselawn neighborhood of Cincinnati and, for a period of eight years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

**Sponsors:** City Manager

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

### **EASEMENTS**

7. [202500827](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/23/2025, **ACCEPTING AND CONFIRMING** the grant of a permanent easement in favor of the City of Cincinnati for a sidewalk on behalf of the pedestrian public through and across certain real property in the City of Cincinnati, Hamilton County, Ohio in accordance with the easement as recorded in Official Record 15371, Pages 1317, Hamilton County, Ohio Recorder's Office, and the dedication to public use of an approximately 0.0468 acre tract of real property as a portion of Dana Avenue, a public right-of-way, in the Evanston

neighborhood of Cincinnati.

- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment I](#)  
[Attachment II](#)  
[Attachment III](#)  
[Attachment IV](#)

**REPORTS**

8. [202500807](#) **REPORT**, dated 4/23/2025, submitted Sheryl M. M. Long, City Manager, regarding contract status for FY25 funding recipients. (Reference Document # 202402105)
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Attachment I](#)  
[Attachment II](#)

**PRESENTATION**

9. [202500905](#) **PRESENTATION**, submitted by Councilmember Cramerding, dated 04/25/2025, regarding Human Services Update.
- Sponsors:** Cramerding
- Attachments:** [Presentation](#)

ADJOURNMENT

April 23, 2025

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

**From:** Sheryl M. M. Long, City Manager 202500815

**Subject: Ordinance – OES: Recycling Partnership Grant for Multifamily Housing**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; **AUTHORIZING** the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, “2025 Recycling Partnership Grant.”

This Ordinance authorizes the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and grant of in-kind services valued at up to \$125,000. This Ordinance also authorizes the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati. Finally, this Ordinance authorizes the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, “2025 Recycling Partnership Grant.”

Up to \$155,000 of the grant resources may be used to support multifamily recycling efforts, including the purchase of interior bins and outreach materials, staffing and supplies, and consulting services. In-kind services valued at up to \$125,000 will support the City’s planning, implementation, and recycling outreach efforts.

This grant requires a 25% local match of up to \$38,750, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200. No new FTEs/full time equivalents are required.

The City was invited to apply for the grant and has already submitted its application, but no resources will be accepted without City Council approval.

Expanding recycling access to include multifamily properties supports the “Zero Waste” focus area goal to “[i]ncrease waste diversion 10% by 2028” and strategy to

“[i]ncrease access to recycling for multi-family building residents” as described on pages 152-155 of the 2023 Green Cincinnati Plan.

Providing recycling collection, education, and supplies at large, multifamily properties 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 181-185 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to apply for and accept a grant valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; **AUTHORIZING** the City Manager to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit up to \$155,000 of the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGGrant, “2025 Recycling Partnership Grant.”

WHEREAS, a grant of up to \$280,000 is available from The Recycling Partnership to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000; and

WHEREAS, over fifty percent of Cincinnati residents live in multifamily housing, which often does not have easy access to recycling, and this grant will help bring convenient recycling access to multifamily housing residents in Cincinnati; and

WHEREAS, up to \$155,000 of the grant resources may be used to support multifamily recycling efforts, including the purchase of interior bins and outreach materials, staffing and supplies, and consulting services; and

WHEREAS, the grant also includes in-kind services valued at up to \$125,000 to support the City’s planning, implementation, and recycling outreach efforts; and

WHEREAS, this grant requires a 25 percent local match of up to \$38,750, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200; and

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

WHEREAS, the City was invited to apply for this grant and has already submitted its application, but no grant resources will be accepted without Council approval; and

WHEREAS, expanding recycling access to include multifamily properties supports the “Zero Waste” focus area goal to “[i]ncrease waste diversion 10% by 2028” and strategy to “[i]ncrease access to recycling for multi-family building residents” as described on pages 152-155 of the 2023 Green Cincinnati Plan; and

WHEREAS, providing recycling collection, education, and supplies at large, multifamily properties 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 181-185 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 valued at up to \$280,000 from The Recycling Partnership, which includes a monetary grant of up to \$155,000 and a grant of in-kind services valued at up to \$125,000.

Section 2. That the City Manager is authorized to appropriate up to \$155,000 of the grant resources to provide recycling collection, education, and supplies to residents at large, multifamily properties in Cincinnati.

Section 3. That the Director of Finance is authorized to deposit the grant resources into Environment and Sustainability Fund revenue account no. 436x8571, Office of Environment and Sustainability project account no. 25RPGrant, “2025 Recycling Partnership Grant.”

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

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

Passed: \_\_\_\_\_, 2025

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

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



April 23, 2025

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

202500821

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

**Subject: Emergency Ordinance – Police: March 2025 TechCred Grant**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x72000 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x7200 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

While the program does not require matching funds, an agency contribution is preferred and favored. As such, CPD intends to provide matching funds of up to \$2,647, which will be provided from the General Fund for travel costs associated with the training for seven employees.

The grant application deadline was March 31, 2025, and the City has already applied for the grant, but no funds will be accepted without City Council approval. There are no new FTEs/full time equivalents associated with this grant.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012).

The reason for the emergency is to ensure timely acceptance of any reimbursement awarded.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

## EMERGENCY

JWF

-2025

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel operating budget account no. 050x227x7200 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the grant funds into General Fund revenue account no. 050x8533.

WHEREAS, the TechCred Credential Reimbursement Program (“TechCred”) is designed to elevate the skills of Ohio’s workforce by reimbursing employers for costs associated with employees’ acquisition of technology-focused, industry-recognized credentials that can be acquired in one year or less from external training providers; and

WHEREAS, TechCred reimburses employers a portion of their costs for employees to acquire eligible credentials, but limits the maximum reimbursement provided by the program per credential; and

WHEREAS, TechCred grant applications are reviewed competitively based in part on the amount of employer contribution toward the credentials, and the Cincinnati Police Department intends to provide matching funds of up to \$2,647, which will be provided from the General Fund for travel costs associated with the training for seven employees; and

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

WHEREAS, because the grant application deadline was March 31, 2025, the City already submitted its application for reimbursement of up to \$3,388 in eligible costs, but no funds will be accepted without approval by Council; and

WHEREAS, acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$3,388 from the State of Ohio Department of Development’s TechCred Credential Reimbursement Program to reimburse Cincinnati Police Department General Fund non-personnel

operating budget account no. 050x227x7200 for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials.

Section 2. That the Director of Finance is authorized to deposit the grant funds into General Fund revenue account no. 050x8533.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to ensure timely acceptance of any reimbursement awarded.

Passed: \_\_\_\_\_, 2025

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

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

April 23, 2025

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

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

202500824

**Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Donations**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners’ Fund for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks; **AUTHORIZING** the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318; **ESTABLISHING** new capital improvement program project account no. 980x203x252040, “Sawyer Point Improvements,” to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements; **ESTABLISHING** new capital improvement program project account no. 980x203x252041, “Riverwalk Signage,” to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point; and **AUTHORIZING** the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, to provide resources for various Parks Department capital improvement program projects.

This Emergency Ordinance authorizes the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners’ Fund. Of that amount, \$3,242,210.67 is authorized to be deposited into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 with the remaining \$1,000 to be deposited into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572. Furthermore, this Emergency Ordinance authorizes the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements,

acquire Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks. In addition, this Emergency Ordinance authorizes the transfer and appropriation of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318. Also authorized by this Emergency Ordinance is the establishment of two capital improvement program project accounts which includes account no. 980x203x252040, “Sawyer Point Improvements,” to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements and account no. 980x203x252041, “Riverwalk Signage,” to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point. Finally, this Emergency Ordinance authorizes the transfer and appropriation of \$1,810,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer.

Acceptance of this donation for various improvements to City Parks is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-195 and 207-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to complete payment transactions during FY 2025, which ends June 30, 2025.

The Administration recommends passage of this Emergency Ordinance.

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



Attachments

## EMERGENCY

KKF

- 2025

**AUTHORIZING** the City Manager to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners' Fund for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department; **AUTHORIZING** the Director of Finance to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department; **AUTHORIZING** the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts to provide resources for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; **AUTHORIZING** the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318; **ESTABLISHING** new capital improvement program project account no. 980x203x252040, "Sawyer Point Improvements," to provide resources for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements; **ESTABLISHING** new capital improvement program project account no. 980x203x252041, "Riverwalk Signage," to provide resources for the design, fabrication, and installation of signage improvements for Sawyer Point; and **AUTHORIZING** the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, to provide resources for various Parks Department capital improvement program projects.

WHEREAS, the Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board; and

WHEREAS, acceptance of a donation of \$3,243,210.67 from the Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary reimbursements, support Sawyer Point operating and permanent improvement costs, provide for pickleball canopy, acquire Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of \$3,243,210.67 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

WHEREAS, acceptance of this donation does not require matching funds, and no FTEs/full time equivalents are associated with acceptance of this donation; and

WHEREAS, the acceptance of the donation for various improvements to City parks is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment” and strategy to “[p]rotect our natural resources” as well as the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and strategy to “[u]nite our communities” as described on pages 193-195 and 207-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept a donation of \$3,243,210.67 from the Cincinnati Park Board Commissioners’ Fund for use by the Parks Department.

Section 2. That the Director of Finance is authorized to deposit donated funds of \$3,242,210.67 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8571 for use by the Parks Department.

Section 3. That the Director of Finance is authorized to deposit donated funds of \$1,000 into Parks Private Endowment and Donations Fund 430 revenue account no. 430x8572 for use by the Parks Department.

Section 4. That Council authorizes the transfer and appropriation of \$1,856,333.46 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various operating budget accounts for horticultural supplies, maintenance contracts, salary reimbursements, acquiring Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks.

Section 5. That Council authorizes the transfer of \$206,266.69 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the unappropriated surplus of Sawyer Point Fund 318.

Section 6. That new capital improvement account no. 980x203x252040, “Sawyer Point Improvements,” is established for improvements to Sawyer Point including electrical improvements at Kroger Promenade, plumbing and irrigation upgrades, Geologic Timeline Path stone and lighting work, and gateway sculpture improvements.

Section 7. That new capital improvement account no. 980x203x252041, “Riverwalk Signage,” is established for the design, fabrication, and installation of signage improvements for Sawyer Point.

Section 8. That Council authorizes the transfer and appropriation of \$1,180,610.52 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to various capital improvement program project accounts, according to the attached Schedule of Transfer, for various Parks Department capital improvement program projects.

Section 9. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of Sections 1 through 8.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to complete payment transactions during FY 2025, which ends June 30, 2025.

Passed: \_\_\_\_\_, 2025

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

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



SCHEDULE OF TRANSFER

Appropriate: \$1,180,610.52

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Parks Admin & Program Services 203	430	Parks Private Endowment and Donations	252040	Sawyer Point Improvements	0.00	426,000.00	426,000.00
	430	Parks Private Endowment and Donations	252041	Riverwalk Signage	0.00	10,574.52	10,574.52
	430	Parks Private Endowment and Donations	242000	Park Infrastructure Rehabilitation	2,763,944.82	3,507,980.82	744,036.00

April 23, 2025

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

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

202500817

**Subject: Emergency Ordinance – CMO: Abercrombie Group Funding Agreement**

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events; **AUTHORIZING** the City Manager’s Office to expend resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events; and **DECLARING** such expenditure to serve a public purpose.

This Emergency Ordinance authorizes the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events. This Emergency Ordinance also authorizes the City Manager’s Office to expend resources in the amount of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events. Finally, this Emergency Ordinance declares such expenditure to serve a public purpose.

The Abercrombie Group creates and manages signature events that add value to the Cincinnati community. In 2025, the Abercrombie Group will host three signature events: the 2025 Think Tank on Equity & Inclusion, All About Women, and Men of Honor.

Providing one-time operational support for the Abercrombie Group’s signature events is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for their upcoming signature events.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



**EMERGENCY**

**AEP**

**- 2025**

**AUTHORIZING** the City Manager to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for upcoming signature events; **AUTHORIZING** the City Manager’s Office to expend resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, the Abercrombie Group creates and manages signature events that add value to the Cincinnati community; and

WHEREAS, in 2025, the Abercrombie Group will host three signature events: the 2025 Think Tank on Equity & Inclusion, All About Women, and Men of Honor; and

WHEREAS, the 2025 Think Tank on Equity & Inclusion signature event will continue the critical discussion for racial equity by presenting strategies to measurably advance racial equity and wealth equity; and

WHEREAS, the All About Women signature event will include panel discussions and workshops to empower and inspire women of all ethnicities, ages, and occupations to be braver, dream bigger, and rise higher in their personal lives, careers, and communities; and

WHEREAS, the Men of Honor signature event will celebrate the accomplishments of extraordinary African American men who have succeeded in the face of adversity and made significant contributions to their communities; and

WHEREAS, under the proposed agreement, the City will provide a \$100,000 payment to the Abercrombie Group to fund the signature events; and

WHEREAS, the proposed expenditure will serve the public purpose of promoting community engagement, collaboration, education, and enhancing the quality of life for Cincinnati residents; and

WHEREAS, providing one-time operational support for the Abercrombie Group’s signature events is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for their upcoming signature events.

Section 2. That the City Manager's Office is authorized to expend resources of up to \$100,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Abercrombie Group for upcoming signature events.

Section 3. That Council declares that providing one-time operational support to the Abercrombie Group to support its 2025 signature events serves a public purpose because the events will promote community engagement, collaboration, education, and enhance the quality of life for Cincinnati residents.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute a Funding Agreement with the Abercrombie Group to provide one-time operational support for their upcoming signature events.

Passed: \_\_\_\_\_, 2025

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

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

April 23, 2025

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

202500822

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

**Subject: Ordinance – CMO: Black Family Reunion Funding Agreement**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati; **AUTHORIZING** the City Manager to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion; and **DECLARING** such expenditure to serve a public purpose.

This Ordinance authorizes the City Manager to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati. This Ordinance also authorizes the City Manager to execute a Funding Agreement with the Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion. Finally, this Ordinance declares such expenditures to serve a public purpose.

The Black Family Reunion began in 1988 and has grown into a four-day celebration with over 15,000 attendees annually. The celebration features a heritage breakfast, concert, parade, and resource fair and is free to the public. The Black Family Reunion seeks to unite the Greater Cincinnati community of consumers, corporations, and visitors to focus on the historic strengths and values of the Black Family, while also serving their needs and celebrating their contributions to the community.

Providing one-time operational support for the Black Family Reunion is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**AUTHORIZING** the City Manager to expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati; **AUTHORIZING** the City Manager to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, the Black Family Reunion began in 1988 and has grown into a four-day celebration with over 15,000 attendees annually; and

WHEREAS, the celebration features a heritage breakfast, concert, parade, and resource fair; and

WHEREAS, the Black Family Reunion seeks to unite the Greater Cincinnati community of consumers, corporations, and visitors to focus on the historic strengths and values of the Black Family, while also serving their needs and celebrating their contributions to the community; and

WHEREAS, the Black Family Reunion is a heritage event and is free and open to the public; and

WHEREAS, the proposed expenditure will serve the public purpose of promoting community engagement, collaboration, education, and enhancing the quality of life for Cincinnati residents; and

WHEREAS, providing one-time operational support for the Black Family Reunion is in accordance with the “Live” goal to “[b]uild a robust public life” and strategy to “[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people” as described on pages 149-151 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 expend existing resources of up to \$100,000 from the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion in Cincinnati.

Section 2. That the City Manager is authorized to execute a Funding Agreement with Midwest Regional Black Family Reunion to provide one-time operational support for its production of the 2025 Black Family Reunion.

Section 3. That providing one-time operational support to the Midwest Regional Black Family Reunion to support its production of the 2025 Black Family Reunion, a heritage event that seeks to unite the community and celebrate the contributions of the Black Family to the community, is declared to serve a public purpose.

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

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

Passed: \_\_\_\_\_, 2025

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Aftab Pureval, Mayor

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

April 23, 2025

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

202500826

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

**Subject: Emergency Ordinance – Job Creation Tax Credit Agreement with Prospiant, Inc.**

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Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Prospiant, Inc., pursuant to which the company agrees to create 120 new jobs at 7108 Shona Drive in the Roselawn neighborhood of Cincinnati and, for a period of eight years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

**STATEMENT**

**MANUFACTURING:** The additional jobs created by this expansion project strongly align with the City’s goal to spur economic growth and expand available job opportunities for residents in the manufacturing sector.

**COMPANY BACKGROUND/CURRENT CONDITIONS**

Established in 2021 following the merger of Rough Brothers, Inc., ThermoEnergy Solutions, Inc. and Nexus Greenhouse Systems, Prospiant, Inc. is a manufacturer specializing in the design, construction, engineering, and maintenance of commercial greenhouses and indoor grow operations. They offer a wide range of services to a variety of clients in the agricultural and indoor grow sector. Prospiant is a subsidiary of Gibraltar Industries, a leading provider of products and services in the renewable energy, residential, agricultural technology, and infrastructure markets based out of Buffalo, New York.

The company is currently located in the Village of St. Bernard and is operating out of a scattered-site facility. They are seeking to relocate to a more optimized facility and centralize their operation. Prospiant currently employs 110 FTEs and is looking to add an additional 10 FTEs upon relocating to a more optimal facility. They have considered several sites throughout the United States and Canada for this relocation.

The company has identified a facility that meets their needs located at 7108 Shona Drive in the Roselawn neighborhood. With the City’s assistance, Prospiant will commit to acquiring the property and relocating their manufacturing facility to the City of Cincinnati.



**RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

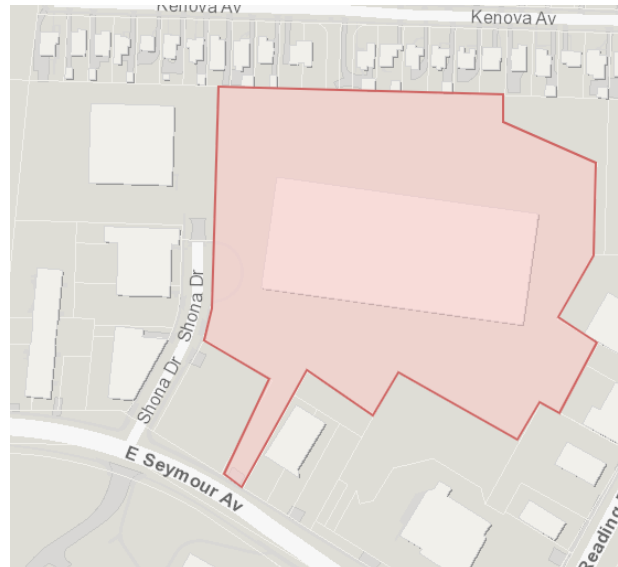
Attachment: Project Outline and Proposed Incentive

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

**Project Outline**

Project Name	Prospiant, Inc. Relocation
Street Address	7108 Shona Drive
Neighborhood	Roselawn
Property Condition	Existing Manufacturing Facility
Project Type	Relocation
Project Cost	Acquisition: \$13,350,000 Machinery & Equipment: \$350,000 Furniture, Fixtures & Equipment: \$250,000 Leasehold Improvements: \$750,000 Total Expenditures: \$16,278,892
Jobs and Payroll	Created FTE Positions:120 Total Payroll for Created FTE Positions: \$11,290,000 Average Salary for Created FTE Positions: \$94,083

**Project Image and Site Map**



**Proposed Incentive**

Incentive Type	Job Creation Tax Credit
Incentive Terms	<u>Credit Period Term:</u> 8 years <u>Hiring “Ramp Up” Period:</u> first 2 years of the Credit Period <u>Credit Amount:</u> 40% of gross new income tax revenue generated by the project annually <u>Estimated Term Incentive Value:</u> \$650,304 <u>Employee Retention Period:</u> 8 years after the expiration of the Credit Period

**Public Benefit**

<b>Tax Credits Provided to Company</b>		
<b>Jobs Retained - Tax Credit</b>		
# of Jobs Retained (FTE)		0
Total Annual Payroll for Retained Jobs		\$0
Annual City Earnings Tax Credit from Retained Jobs		\$0
<b>Jobs Created - Tax Credit</b>		
# of Jobs Created (FTE)		120
Total Annual Payroll for New Jobs		\$11,290,000
Annual City Earnings Tax Credit From New Jobs		\$81,288
<b>Tax Credit Calculations</b>		
Retained City Earnings Tax Credit over Term		\$0
New City Earnings Tax Credit over Term		\$650,304
Total City Earnings Tax Credit over Term		\$650,304
<b>Tax Calculation Factors</b>		
Tax Credit for Retained Jobs		0.0%
Tax Credit for New Jobs		40.0%
Length of the Incentive Credit (Years)		8
Retention Period after Incentive Credit (Years)		8
Total Term of the Incentive (Credit Term + Retention Term)		16
City Earnings Tax Rate		1.8%
<b>JCTC-R/JCTC/PIR Offer</b>		
<b>Total City Earnings Tax Generated over Term</b>		<b>\$3,251,520</b>
<b>Estimated Annual Net Profit Tax Due to City over Term</b>		<b>\$0</b>
<b>Less PIR/JCTC-R Payments/Credits to Company</b>		<b>(\$650,304)</b>
<b>Total Net Earnings Taxes Over Term</b>		<b>\$2,601,216</b>
<b>Incentive Leverage (Taxes Received/Incentives Given)</b>		<b>\$4.00</b>

**EMERGENCY**

**MAH**

**- 2025**

**APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Prospiant, Inc., pursuant to which the company agrees to create 120 new jobs at 7108 Shona Drive in the Roselawn neighborhood of Cincinnati and, for a period of eight years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

WHEREAS, the City seeks to increase employment opportunities and encourage the establishment of new jobs in the City of Cincinnati in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Prospiant, Inc. (“Employer”) intends to construct building improvements and invest in machinery, equipment, furniture, and fixtures at 7108 Shona Drive (the “Project” and the “Project Site”, respectively), which will result in the creation of at least 120 new jobs in the City of Cincinnati within two years if certain income tax credit assistance is provided by the City; and

WHEREAS, the City Manager has recommended that Council authorize the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Employer, in substantially the form attached hereto as Attachment A, which provides for an income tax credit equal to forty percent of income tax revenue from new jobs created by Employer at the Project Site for a term of eight years; and

WHEREAS, the Agreement provides that Employer will spend a minimum of \$1,350,000 to implement the Project at the Project Site; and

WHEREAS, Employer represents and has documented to the City that the income tax credit authorized by the Agreement is a major factor in Employer’s decision to go forward with the Project at the Project Site; and

WHEREAS, the City’s Department of Community and Economic Development estimates that the income tax credit authorized by the Agreement will provide an annual net benefit to Employer in an amount up to \$81,288; and

WHEREAS, the City income tax credit approved by this ordinance is authorized by Sections 718.15 and 718.151 of the Ohio Revised Code; now, therefore,

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

Section 1. That Council approves and authorizes the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Prospiant, Inc. (“Employer”), in substantially the form attached

hereto as Attachment A, in order to assist Employer in constructing building improvements and investing in machinery, equipment, furniture, and fixtures at 7108 Shona Drive, which provides for a City income tax credit equal to forty percent of City income tax revenue from new jobs created by Employer at the project site for a period of eight years, and the creation of 120 new jobs in the City within two years.

Section 2. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the City's obligations under the Agreement and to enforce the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to allow the Project and the corresponding revitalization of the City of Cincinnati and improvement of the City's economic welfare to begin at the earliest possible time.

Passed: \_\_\_\_\_, 2025

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

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

Clerk



Contract Number \_\_\_\_\_

## JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit 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 (the "City"), and PROSPIANT, INC., an Ohio corporation ("Grantee").

### RECITALS

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Cincinnati (the "City Boundaries"), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by Grantee at 7108 Shona Drive, Cincinnati, Ohio 45237 (the "Project Site"), consisting of the construction of building improvements on the Project Site and the purchase of machinery, equipment, furniture and fixtures (the "Project").
- C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in Grantee's decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("ORC") Sections 718.15 and 718.151.
- E. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a forty percent (40%) City income tax credit applicable to new jobs created by Grantee at the Project Site for a period of eight (8) years, and thereby create 120 new jobs in the City within two (2) years of the Determination Date (as defined below).

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything to the contrary herein, this Agreement shall be of no force and effect unless and until (1) this Agreement is fully executed by both parties, and (2) the Council of the City of Cincinnati passes an ordinance approving this Agreement, and the ordinance takes effect.
2. CERTAIN DEFINITIONS. As used in this Agreement:
  - (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by Grantee or by a Related Member (as defined in Section 2(N)), calculated with reference to all employees of Grantee and all Related Members of Grantee for which (1) the primary work location is within the City of Cincinnati and (2) Grantee or a Related Member withholds City income taxes.
  - (B) "City Tax Credit Term" means the 8-year term of 2025 through 2032.
  - (C) "Determination Date" means the Effective Date.

- (D) “Employment Retention Period” means a 16-year period commencing as of the start of the City Tax Credit Term.
- (E) “Grantee’s City-Wide Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed by Grantee, calculated with reference to all employees of Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed in the City.
- (F) “Income Tax Revenue” means, for any Tax Year:
- (1) Payments from Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee to all Aggregate Employees whose primary work location is the Project Site; less
  - (2) Any amounts refunded by the City to Aggregate Employees whose primary work location is the Project Site (pursuant to CMC Chapter 311) relating to qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee, as such refunds are reported by the City to Grantee from time to time.
- (G) “Initial Tax Year” means the first Tax Year during which Grantee is entitled to a City Income Tax Credit.
- (H) “Minimum Qualifying Wage” means an hourly wage of at least (1) \$12.50 per hour on and after July 1, 2018, (2) \$13.50 per hour on and after January 1, 2019, and (3) \$15.00 per hour on and after July 1, 2019; *provided however*, that if (i) Grantee contributes to any health, vision and/or dental insurance plan; provides retirement benefits; or provides childcare, tuition, or training reimbursement benefits to a New Employee and (ii) the City approves in writing, in its sole and absolute discretion any such contribution, retirement, or reimbursement benefit, then the hourly cash value of any such City-approved benefit shall be added to the New Employee’s base monetary hourly wage for the purposes of calculating that New Employee’s hourly wage under this definition.
- (I) “Net Number of New Employees” means, for any Tax Year, the lesser of:
- (1) The average Number of New Employees over the twelve (12) months of that Tax Year; or
  - (2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of Grantee’s City-Wide Employees over the twelve (12) months of that Tax Year; or
  - (3) The remainder computed by subtracting (a) the Baseline Aggregate Employment Level from (b) the average number of Aggregate Employees over the twelve (12) months of that Tax Year.

Computations of an “average number” of employees, as required by this Agreement, shall be made and documented by Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.

- (J) “New Employee” means an employee of Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location that is the Project Site, (ii) is first employed by Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by Grantee at all times during the applicable Tax Year. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed at the Project Site. “New Employees” may include employees of

Grantee employed in employment positions that were relocated to the Project Site from other operations of Grantee (or of a Related Member) outside of the City Boundaries.

- (K) “New Income Tax Revenue” means, for any Tax Year, the lesser of:
- (1) Income Tax Revenue in such Tax Year relating only to New Employees; or
  - (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (L) “Number of Full-Time Employee Equivalents” means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent employees that are paid at least the Minimum Qualifying Wage for the duration of the applicable Tax Year (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
- (M) “Number of New Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (N) “Related Member” means any of Grantee’s “related members” (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those “related members” that begin operations within the City Boundaries on or after the Effective Date.
- (O) “Tax Year” means the fiscal year used by Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

- (A) Grantee Representations. Grantee represents that:
- (1) The monthly average of the Number of Full-Time Employee Equivalents employed by Grantee, for whom the Project Site was the primary work location, for the three (3) full calendar month period immediately prior to the Determination Date was 0.
  - (2) The monthly average of Grantee’s City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the “Baseline City-Wide Employment Level”).
  - (3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the “Baseline Aggregate Employment Level”).
  - (4) Related Members of Grantee with any employees whose primary work location is within the City Boundaries as of the Effective Date (and the Related Members’ Cincinnati addresses and Federal Tax Identification Numbers) consist of the following: NONE.
  - (5) Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Effective Date.
  - (6) Grantee has employment procedures in place to monitor when its employees are performing work from home or remotely from a location other than the Project Site, and the amount of time spent working remotely that sufficiently enables Grantee to track Grantee’s employees to determine their eligibility for consideration as City-Wide Employees, Aggregate Employees or New Employees for purposes of this Agreement, which information is collected and will be reported to the City in a manner acceptable to the City (“Remote Work Tracking”), as required in Section 7.



- (B) Minimum Expenditures. On or before the date that is two (2) years from the Effective Date, Grantee agrees to expend a minimum of \$1,350,000 towards the construction of building improvements to the Project Site and the purchase of machinery, equipment, furniture and fixtures to be located at the Project Site in order to accomplish the Project.
- (C) Minimum Number of New Employees. Within two (2) years from the Determination Date, Grantee agrees to employ a Number of New Employees at the Project Site equal to at least 120. Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least \$11,290,000.
- (D) Relocation of Employment Positions from Elsewhere in Ohio. Grantee may not relocate a substantial number of employment positions from elsewhere in Ohio (i.e., outside the City) unless the Director of the Department of Community and Economic Development determines that the legislative authority of the county, township, or municipal corporation from which the employment positions would be relocated has been notified by Grantee of the relocation.
- (E) Employment Retention by Grantee.
- (1) During each year of the Employment Retention Period, Grantee agrees to maintain a monthly average of Aggregate Employees equal to or greater than the Baseline Aggregate Employee Level.
  - (2) During each of the first two (2) years of the City Tax Credit Term, Grantee agrees to maintain a monthly average of Grantee's City-Wide Employees equal to or greater than the Baseline City-Wide Employee Level.
  - (3) Beginning with the third (3<sup>rd</sup>) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, Grantee agrees to maintain an average Net Number of New Employees of at least ninety percent (90%) of the highest Net Number of New Employees reported by Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

Grantee acknowledges and agrees that the obligations of Grantee under this Agreement may be affected by decisions of the Related Members, as the City's agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both Grantee and the Related Members.

- (F) City Residents; Referral Procedure for New Hires. Grantee agrees to use its best efforts to fill at least seventy-five percent (75%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "City Resident Hiring Goal"). In furtherance of such goal, Grantee shall implement the following procedures:
- (1) City Representative. In its efforts to meet the City Resident Hiring Goal, Grantee agrees to request referrals from the OhioMeansJobs Center (or such other agency as the City Manager may designate) when positions need to be filled. A representative of the personnel office of Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
  - (2) Initial Positions. As soon as practicable after execution of this Agreement, and no later than ninety (90) days prior to the earlier of (a) the scheduled initial occupancy of the Project or completion of renovation or expansion or (b) the date when the following employment positions will be filled, Grantee agrees to notify the City Representative of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.

- (3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from Grantee, submit in writing the following: (a) the positions for which the City intends to make referrals; (b) the names and qualifications of referred applicants for each position available; and (c) the date when these applicants will be available for interview. For positions requiring customized training, however, such information may be submitted to Grantee up to thirty (30) days prior to the date that such positions are to be filled.
- (4) Interviews. Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position. If (a) the City Representative informs Grantee that it does not intend to make referrals for a position, (b) the City Representative fails to refer applicants who are available for interview for a position in accordance with this subsection or (c) the applicants referred for a position are deemed not qualified by Grantee, then Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.
- (5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), Grantee agrees to notify the City Representative for an additional referral of applicants. Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from the City Representative. If the position is still vacant at the time referrals are received from the City Representative, Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position.
- (6) Continuation of Referral Procedure. If Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

4. CITY INCOME TAX CREDIT.

- (A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which Grantee has claimed the City Income Tax Credit on an income tax return filed directly with the City with respect to its net profits and is otherwise in full compliance with all requirements under both CMC Chapter 311 and this Agreement, Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on Grantee's net profits under CMC Chapter 311. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in CMC Section 311-9-B1).
- (B) Amount of Credit. The amount of the City Income Tax Credit shall be forty percent (40%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to CMC Chapter 311) from Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under CMC Chapter 311. If the City Income Tax Credit exceeds Grantee's tax liability for such Tax Year, the City Income Tax Credit shall be fully refundable.
- (C) Related Members. Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both Grantee and the Related Members affect the calculation of Net Number of New Employees.

5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS. In accordance with ORC Section 9.66, (A) Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political

subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) Grantee authorizes the City and/or the State to inspect the personal financial statements of Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first-degree misdemeanor under ORC Section 2921.13, may render Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring Grantee's repayment of any assistance provided by the City in connection with the Project.

6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides Grantee with written notice of an event of default under Section 3(C) or 3(E), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, in its sole discretion, require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 3(C) or 3(E) (i.e. in the event that Grantee defaults under Section 3(C) or 3(E) in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (C) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides Grantee with written notice of an event of default under Section 5, the City may, after giving Grantee an opportunity to explain such default, require Grantee to pay to the City all or any portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 5 (i.e. in the event that Grantee defaults under Section 5 in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (D) Reimbursement. Grantee hereby agrees (i) to make any payments required by the City under this Section within thirty (30) days of written demand by the City and (ii) in the event that the City refunds any Income Tax Revenue in a subsequent Tax Year for which a City Income Tax Credit was previously granted pursuant to this Agreement (the "Refund Amount"), then no later than thirty (30) days following Grantee's receipt of written notice from the City (the "City's Notice"), Grantee will either (a) pay an amount equal to the Refund Amount to the City, as detailed in the City's Notice or (b) deliver written notice to the City that Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit Grantee is eligible to receive pursuant to this Agreement following Grantee's receipt of the City's Notice. In the event that Grantee fails to make a timely election pursuant to the foregoing sentence, then the City may, in its sole and absolute discretion, reduce the amount of any future City Income Tax Credits by the Refund Amount, charge interest on the Refund Amount, terminate this Agreement, and/or take any and all other actions available to the City pursuant to this Agreement and applicable law. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of

the applicable payment demand by the City). Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.

- (E) No City Income Tax Credit if Grantee not in Full Compliance. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which Grantee is not in full compliance with all requirements of this Agreement.

7. SUBMISSION OF ANNUAL REPORTS. During the Employment Retention Period, Grantee shall submit to the City an annual progress report documenting the Number of Full-Time Employee Equivalents at the Project Site, the number of Grantee's City-Wide Employees, the number of Aggregate Employees, the Net Number of New Employees, the New Income Tax Revenue, the hourly wages and any related Grantee-paid benefits claimed as part of a Minimum Qualifying Wage for each New Employee for the duration of the applicable Tax Year, the time spent working remotely through Grantee's Remote Work Tracking, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for Grantee and the Related Members for the report period, and the City may, in its discretion, require that the report be submitted in a certain format and manner (e.g., submission of a particular electronic file format, mailing a hard copy, etc.). Grantee agrees to furnish the annual progress report to the City no later than the first business day of May following each year during the Employment Retention Period. The annual report, as submitted, must be certified as accurate and signed by (A) an independent certified public accountant licensed to do business in the state of Ohio (an "ICPA"), (B) the Chief Executive Officer of Grantee and (C) the Chief Financial Officer of Grantee; provided, however, that (1) reports for any or all of the initial two Tax Years may be submitted without certification and signature of an ICPA, so long as Grantee's report for the third Tax Year includes an ICPA certification and signature for all Tax Years in which a City Income Tax Credit has been claimed without previous certification by an ICPA and (2) after the report for the third Tax Year, the ICPA certification and signature need not be provided more frequently than once every two years, so long as each ICPA certification and signature applies both to the current reported Tax Year and any previous Tax Year in which a City Income Tax Credit has been claimed without previous certification by an ICPA. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to Grantee and the Tax Commissioner (as defined in CMC Section 311-9-T2) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.

8. SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

- (A) Small Business Enterprise Program Policy. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in CMC Section 323-1, "SBEs"). Pursuant to CMC Section 323-7, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1), supplies (as such term is defined in CMC Section 323-1), services (as such term is defined in CMC Section 323-1) and professional services (as such term is defined in CMC Section 323-1). Accordingly, Grantee shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. Grantee shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Grantee 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, as applicable.

- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (4) If any subcontracts are to be let, Grantee shall require the prime contractor (if different from Grantee) to take the above affirmative steps.
  - (5) Prior to the commencement of work under any subcontracts, Grantee shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. Grantee shall update the report monthly.
  - (6) Grantee shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.
- (B) Small Business Enterprise Program Remedies. Failure of Grantee or its contractors and subcontractors 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 SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of Grantee to use its 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. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.
- (C) Equal Employment Opportunity Program. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9).
- (D) Further Information. Details concerning both the SBE Program and the Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513)352-3144.
9. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, documentation with respect to any Grantee-paid benefits claimed as part of a Minimum Qualifying Wage, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.
10. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, Grantee shall make available to the City and to appropriate State agencies or officials all records of Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.
11. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.
12. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, Grantee agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality

Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

13. INDEMNIFICATION. Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by Grantee. To the extent that the undertaking to indemnify, pay, and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, Grantee shall pay the maximum portion which it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither Grantee nor the City shall assert, and each of Grantee and the City hereby waives, any claim against either Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplated hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.
14. CITY IDENTIFICATION IN MARKETING MATERIALS. Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media). In identifying the City as a funding source, Grantee 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. Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.
15. CONFLICT OF INTEREST. Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Grantee or in this Agreement and Grantee shall take appropriate steps to assure compliance.
16. MISCELLANEOUS.
  - (A) Relocation of Project Site Within the City. During the term of the Tax Credit, Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.
  - (B) Governing Law. This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
  - (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.
  - (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other

discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

- (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.
- (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of the City.
- (G) Successor in Interest. Each and all of Grantee's obligations under this Agreement shall extend to and bind not only Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), Grantee's benefits hereunder shall inure to the benefit of any approved assignee.
- (H) Certification as to Non-Debarment. Grantee represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.
- (I) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Cincinnati  
801 Plum Street, Room 152  
Cincinnati, Ohio 45202  
Attention: City Manager

with a copy to:

City of Cincinnati  
Centennial Plaza Two, Suite 700  
805 Central Avenue  
Cincinnati, Ohio 45202  
Attention: Director, Department of Community and Economic Development

To Grantee:

Prospiant, Inc.  
3556 Lake Shore Road  
Buffalo, NY 14219  
Attention: Jeffrey Watorek, Vice President & Treasurer

If Grantee sends a notice to the City alleging that the City is in breach of this Agreement, Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, Attention: City Solicitor.

- (J) Wage Enforcement. This Agreement 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 a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.
  - (K) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, Grantee 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.
  - (L) 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.
17. FEES. Grantee shall pay to the City (i) within 10 days following the Effective Date, an initial administrative fee in connection with the City's application, underwriting, processing and documentation costs equal to \$3,000.00, and (ii) concurrently with the submission of each required annual progress report under Section 7, an annual monitoring, review and administration fee of \$2,000.00.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest date of which shall be the "Effective Date."

PROSPIANT, INC.,  
an Ohio corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

As authorized by corporate resolution dated \_\_\_\_\_, 20\_\_

CITY OF CINCINNATI,  
an Ohio municipal corporation

By: \_\_\_\_\_

Sheryl M.M. Long, City Manager

Date: \_\_\_\_\_, 2025

Approved as to Form:

\_\_\_\_\_

Assistant City Solicitor

Certification of Funds:

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_

Steve Webb, City Finance Director

Date: April 23, 2025

To: Mayor and Members of City Council

202500827

From: Sheryl M. M. Long, City Manager

Subject: ORDINANCE – DOTE Public Sidewalk and ROW Dedication – Dana Ave - Evanston

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Attached is an ordinance captioned as follows:

**ACCEPTING AND CONFIRMING** the grant of a permanent easement in favor of the City of Cincinnati for a sidewalk on behalf of the pedestrian public through and across certain real property in the City of Cincinnati, Hamilton County, Ohio in accordance with the easement as recorded in Official Record 15371, Pages 1317, Hamilton County, Ohio Recorder's Office, and the dedication to public use of an approximately 0.0468 acre tract of real property as a portion of Dana Avenue, a public right-of-way, in the Evanston neighborhood of Cincinnati.

The Department of Transportation and Engineering required public right-of-way to be dedicated to the City of Cincinnati in conjunction with the development at 2117 Dana Avenue for Cincinnati Public Radio in order to meet standard widths for the public sidewalk along the Dana Avenue building frontage. In addition, a permanent easement along Realistic Avenue that benefits 2117 Dana Avenue is required for installation of a public sidewalk for the use and benefit of the pedestrian public.

The City Planning Commission approved both the Easement and Dedication Plat and the dedication of the addition portion of Dana Avenue to public use as public right-of-way at its November 1, 2024 meeting.

The City Manager, upon consultation with DOTE, recommends that Council dedicate, accept and confirm the Dedication Property as a portion of the Dana Avenue right-of-way and accept and confirm the easement for the use and benefit of the pedestrian public.

The Administration recommends passage of the attached ordinance.

Attachment A – Legal Description – Sidewalk Easement

Attachment B – Legal Description

Attachment C – Dedication Plat

Attachment D – Legal Description – Right-of-way Dedication

cc: Greg Long, Interim Director, Transportation and Engineering

**ACCEPTING AND CONFIRMING** the grant of a permanent easement in favor of the City of Cincinnati for a sidewalk on behalf of the pedestrian public through and across certain real property in the City of Cincinnati, Hamilton County, Ohio in accordance with the easement as recorded in Official Record 15371, Pages 1317, Hamilton County, Ohio Recorder’s Office, and the dedication to public use of an approximately 0.0468 acre tract of real property as a portion of Dana Avenue, a public right-of-way, in the Evanston neighborhood of Cincinnati.

WHEREAS, Cincinnati Public Radio, Inc., an Ohio non-profit corporation (“Grantor”), has granted and dedicated an easement in favor of the City of Cincinnati for the installation, replacement, removal, maintenance and repair of a public sidewalk through and across certain real property located in the City of Cincinnati, Hamilton County, Ohio, as more particularly depicted and described on the easement in Official Record 15371, Page 1317, Hamilton County, Ohio Recorder’s Office (the “Easement”); and

WHEREAS, Grantor desires to dedicate to public use an approximately 0.0468 acre tract of real property (the “Dedication Property”) as a portion of Dana Avenue, a public right-of-way, by a plat attached to this ordinance as Attachment C (the “Dedication Plat”).

WHEREAS, Daniel E. Fausz, a reputable attorney practicing in Hamilton County, Ohio has provided an Attorney’s Certificate of Title dated December 20, 2024, certifying that Grantor holds title to the Dedication Property in fee simple, with full power to convey, subject to certain encumbrances, including real estate taxes not yet due and payable, and that the Law Department’s Real Estate Services Division has reviewed the encumbrances and the Dedication Plat and found that Grantor has made satisfactory provision for the subordination of the encumbrances and payment of all real estate taxes and assessments; and

WHEREAS, the City’s Department of Transportation and Engineering and the City Engineer have examined and approved the Easement and the Dedication Plat as to their technical features and found them to be correct; and

WHEREAS, the City Planning Commission approved the Easement and Dedication Plat and the dedication of the additional portion of Dana Avenue to public use as public right-of-way at its meeting on November 1, 2024; and

WHEREAS, the City Manager, upon consultation with the Cincinnati Department of Transportation and Engineering, recommends that Council dedicate, accept and confirm the Dedication Property as portion of the Dana Avenue right-of way and accept and confirm the Easement for the use and benefit of the pedestrian public; now, therefore,

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

Section 1. That the City hereby accepts and confirms the easement granted by Cincinnati Public Radio, Inc., an Ohio corporation, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of a public sidewalk and related fixtures, equipment, and appurtenances through and across certain real property in the City of Cincinnati, Hamilton County, Ohio, as more particularly depicted and described on the easement as recorded in Official Record 15371, Page 1317, Hamilton County, Ohio Recorder's Office, and attached as Attachment A and incorporated herein by reference (the "Easement"). The real property encumbered by the Easement is more particularly described on Attachment B.

Section 2. That the dedication to public use of an approximately 0.0468 acre tract of real property in Evanston as a portion of the Dana Avenue public right-of-way as depicted on the plat attached to this ordinance as Attachment C (the "Dedication Plat") and incorporated herein by reference and described on the legal description attached to this ordinance as Attachment D (the "Legal Description") and incorporated by reference is hereby accepted and confirmed.

Section 3. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including without limitation the execution of any and all ancillary agreements, deeds, plats, or other related real estate documents as deemed necessary or appropriate by the City Manager.

Section 4. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

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

Passed: \_\_\_\_\_, 2025

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Aftab Pureval, Mayor

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

## ATTACHMENT A

LEGAL DESCRIPTION  
SIDEWALK EASEMENT – 2117 DANA AVE  
0.0411 TOTAL ACRES

SITUATED IN SECTION 33, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF THE LAND AS CONVEYED TO CINCINNATI PUBLIC RADIO, INC. IN OFFICIAL RECORD 14707, PAGE 2697 AS RECORDED AT THE HAMILTON COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE (ORIGINAL 60' R/W) WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE (50' R/W), SAID POINT ALSO BEING THE FORMER NORTHEAST CORNER OF LOT 34 OF LANGDALE SUBDIVISION (PLAT BOOK 11, PAGE 52) AND REFERENCED BY SET MAG NAIL AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING, AND WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, SOUTH 04°23'34" WEST, 178.88 FEET;

THENCE LEAVING THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, AND WITH NEW EASEMENT LINES, THE FOLLOWING 2 CALLS:

1. NORTH 85°36'26" WEST, 10.00 FEET;
2. NORTH 04°23'34" EAST, 178.88 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE;

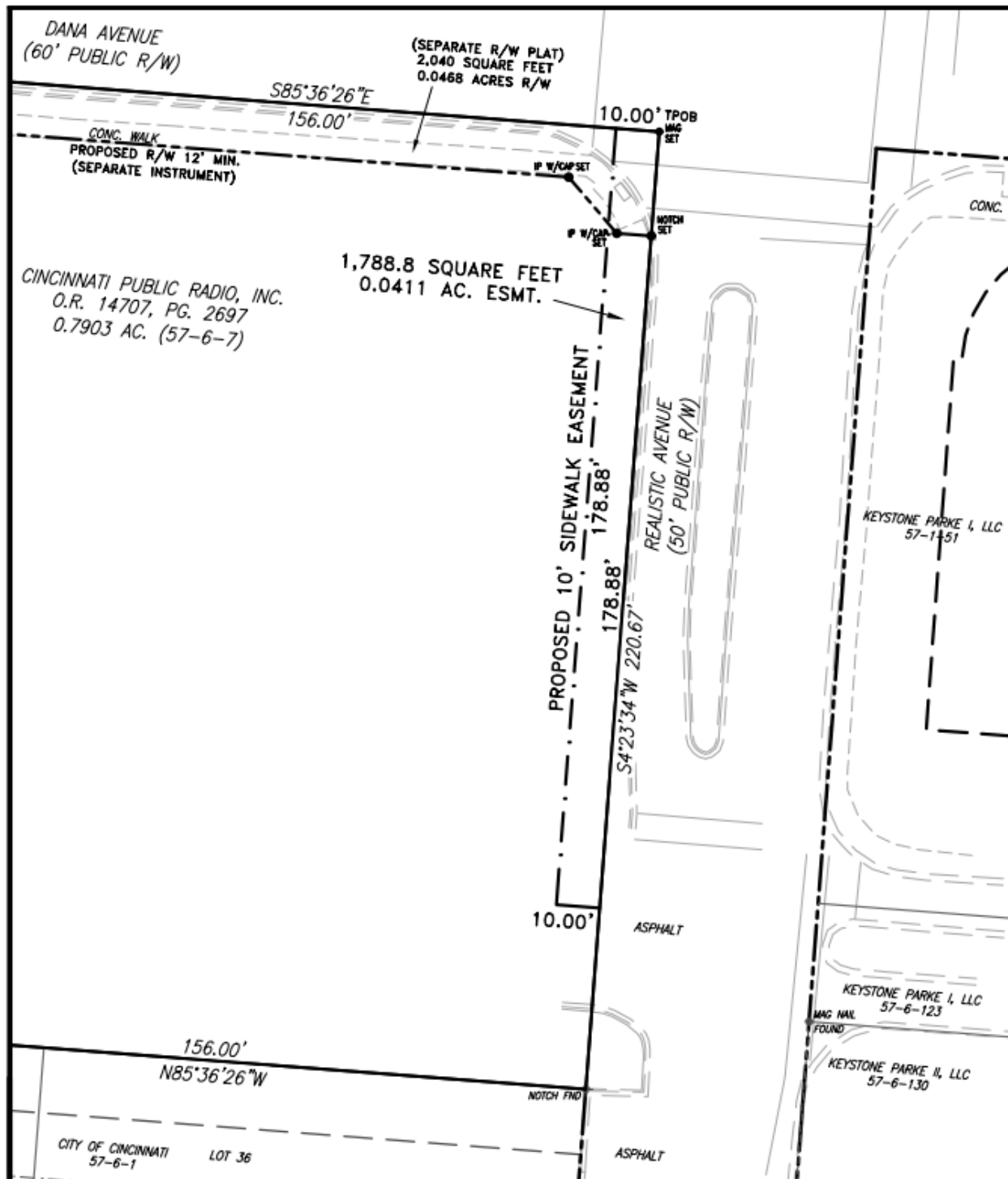
THENCE WITH THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE, SOUTH 85°36'26" EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.0411 ACRES OF LAND. THE BASIS OF BEARINGS IS O.D.O.T. RIGHT-OF-WAY PLANS FOR HAM-71-4.58, SHEET 50 OF 61. THE SURVEY AND LEGAL DESCRIPTION WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

J. BRYANT ABT, OH PS #8593  
937-558-6671, ABT@BALANDPROS.COM  
6868 SR-133, BLANCHESTER, OH 45107  
BA LAND PROFESSIONALS, LLC  
FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.



{00415880-2}



Project Manager  
**T. FOSTER**  
 Drawn By  
**T. FOSTER**  
 Scale:  
**1"=30'**  
 DATE:  
**10/30/23**  
 Project No.:  
**23017-31**

**PROPOSED 10'  
 SIDEWALK EASEMENT**  
 2117 DANA AVENUE  
 CINCINNATI, HAMILTON CO., OHIO

**INFRASTRUCTURE  
 DEVELOPMENT  
 ENGINEERING**

CINCINNATI OFFICE  
 8899 BROOKSIDE AVE.  
 SUITE 202-A  
 WEST CHESTER, OH 45069  
 Tele: (513) 671-8144

## ATTACHMENT B

Situated in Section 33, Town 4, Fractional Range 2, Columbia Township, in the City of Cincinnati, Hamilton County, Ohio and being all of the land as conveyed to Keystone Parke I, LLC, in Official Record 10783, Page 1600, and Official Record 10783, Page 1602 as recorded at the Hamilton County Recorder's Office and being more particularly described as follows:

Begin at the intersection of the existing South right-of-way line of Dana Avenue (Original 60' R/W) with the existing West right-of-way line of Realistic Avenue (50' R/W), said point also being the former Northeast corner of Lot 34 of Langdale Subdivision (Plat Book 11, Page 52) and referenced by a found 5/8" iron pin (S 0.71', E 0.97") and the TRUE POINT OF BEGINNING;

thence from the TRUE POINT OF BEGINNING, and with the existing West right-of-way line of Realistic Avenue, South 04°23'34" West, 220.67 feet to a set iron pin;

thence leaving the existing West right-of-way line of Realistic Avenue, and with the South line a 0.447 acre tract (O.R. 10783, Pg. 1602), North 85°36'26" West, 156.00 feet to a set iron pin;

thence with the West line of said 0.447 acre tract (Keystone Parke I, LLC), North 04°23'34" East, 220.67 feet to a set iron pin on the existing South right-of-way line of Dana Avenue;

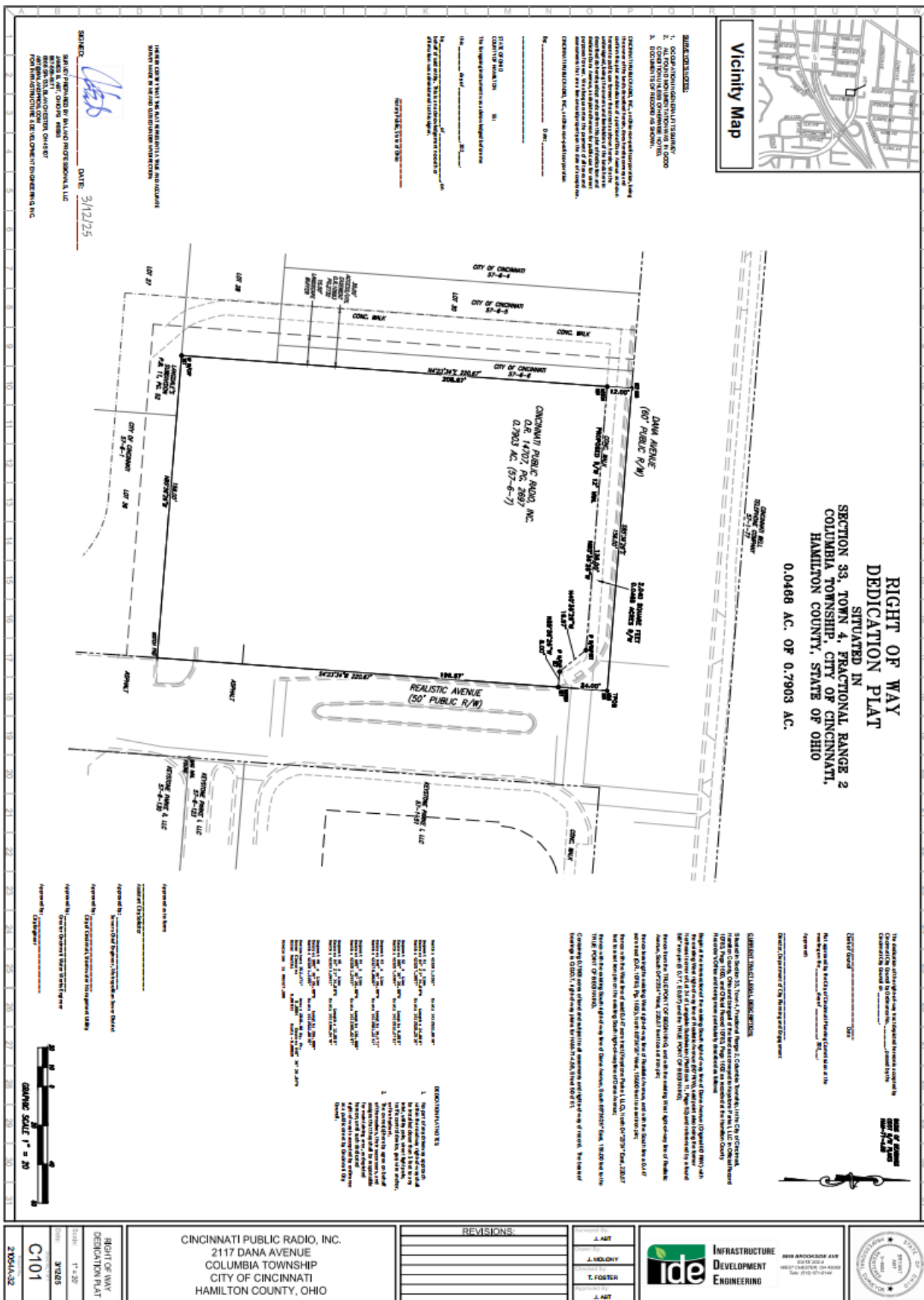
thence with the existing South right-of-way line of Dana Avenue, South 85°36'26" East, 156.00 feet to the TRUE POINT OF BEGINNING.

Containing 0.7903 acres of land, more or less. The basis of bearings is O.D.O.T. right-of-way plans for HAM-71-4.58, Sheet 50 of 61.

PPN: 057-0006-0007-00 <sup>ST</sup>  
Property Address: 2117 Dana Avenue, Cincinnati, OH



# ATTACHMENT C



{00418703-3}

## ATTACHMENT D

### LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION – 2117 DANA AVE

0.0468 TOTAL ACRES

SITUATED IN SECTION 33, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF THE LAND AS CONVEYED TO CINCINNATI PUBLIC RADIO, INC. IN OFFICIAL RECORD 14707, PAGE 2697 AS RECORDED AT THE HAMILTON COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE (ORIGINAL 60' R/W) WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE (50' R/W), SAID POINT ALSO BEING THE FORMER NORTHEAST CORNER OF LOT 34 OF LANGDALE SUBDIVISION (PLAT BOOK 11, PAGE 52) AND REFERENCED BY SET MAG NAIL AND THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING, AND WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, SOUTH 04°23'34" WEST, 24.00 FEET TO A SET NOTCH;

THENCE LEAVING THE EXISTING WEST RIGHT-OF-WAY LINE OF REALISTIC AVENUE, AND WITH NEW DIVISION LINES, THE FOLLOWING 3 CALLS:

1. NORTH 85°36'26" WEST, 8.00 FEET TO A SET IRON PIN;
2. NORTH 40°36'26" WEST, 16.97 FEET TO A SET IRON PIN;
3. NORTH 85°36'26" WEST, 136.00 FEET TO A SET NOTCH ON THE WEST LINE OF SUBJECT TRACT;

THENCE WITH THE EXISTING WEST LINE OF SUBJECT TRACT, NORTH 04°23'34" EAST, 12.00 FEET TO A SET MAG NAIL ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE;

THENCE WITH THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DANA AVENUE, SOUTH 85°36'26" EAST, 156.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.0468 ACRES OF LAND AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. THE BASIS OF BEARINGS IS O.D.O.T. RIGHT-OF-WAY PLANS FOR HAM-71-4.58, SHEET 50 OF 61.

ALL SET PINS ARE 5/8"X30" WITH YELLOW CAPS STAMPED "ABT 8593" UNLESS NOTED OTHERWISE. THE SURVEY AND LEGAL DESCRIPTION WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

J. BRYANT ABT  
OH PS #8593  
937-558-6671  
6868 SR-133, BLANCHESTER, OH 45107  
BA LAND PROFESSIONALS, LLC  
ABT@BALANDPROS.COM  
FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.



April 23, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202500807

Subject: **Contract Status for FY25 Funding Recipients**

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**Reference Document # 202402105**

On September 24, 2024, the Budget and Finance Committee referred the following for a report:

MOTION, dated May 22, 2024, submitted by Councilmember Seth Walsh, WE MOVE that the administration prepare a report within thirty (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.

The City has a total of 41 leveraged support contracts and 18 NBDIP recipients for FY 2025.

The attached document entitled “Leveraged Support Tracking” and “FY25 NBDIP-Status of Funding Agreements 11.15.24-Final” provides detailed information on the status of each Leveraged Support and NBDIP contract to date with the following breakdown:

Leveraged Support (41 total contracts)

- Completed: 40 contracts (97.6%)
  - 38 contracts (95%) have been fully executed.
  - 2 contracts (5.0%) have been routed for signatures
- Waiting on City: 0 contracts (0%) are pending actions from city departments.
- Waiting on Partner: 1 contracts (2.4%) are awaiting responses or actions from partner organizations.
- Not yet Provided: 0

NBDIP (18 total contracts)

- Completed: 4 contracts (22%) executed.
- City Deliverables: 9 contracts (50%) are pending actions from city departments.

- Partner Deliverables: 4 contracts (22%) are awaiting responses or actions from partner organizations.
- Waiting on City/Partner: 1 contract (5.6%) is pending actions from both partner and city departments.
- Not yet Provided: 0

**ATTACHMENT A**  
**Major Project Category**

Project Description	Partner	Agreement Status	Last Contact with Agency	Items needed from the Agency
<p><b><u>4001 Hamilton Ave. Renovation - \$375,000</u></b>  <i>4 units of affordable housing + 1 new commercial storefront space.</i>            Type: Property Development</p>	NEST	<p><b>City Deliverables</b>            Since the last update, RLS has been assigned and attorney and the Funding agreement is in drafting process with Law Department.</p>	12/26/2024	None
<p><b><u>11 Small Business Improvements - \$248,117.50</u></b>  <i>Grant program to assist 11 small businesses with building improvements.</i>            Type: Façade Improvements</p>	Walnut Hills Redevelopment Foundation	<p><b>City Deliverables</b>            Funding agreement in drafting process with Law Department.</p>	12/23/2024	None
<p><b><u>2908 Colerain Stabilization - \$275,000</u></b>  <i>Exterior improvements and interior stabilization.</i>            Type: Property Development</p>	Camp Washington Urban Redevelopment Corporation	<p><b>Partner Deliverables</b>            Partner signed agreement with Landbank and sent it to DCED on 12/12/2024. Partner is working on a CDF loan application and is hoping to have a term sheet in early or mid-January. The status of the funding will help to guide the structuring of a stabilization funding agreement vs. a development agreement.</p>	12/12/2024	Partner's private loan term sheet which will determine with to structure funding agreement as a stabilization projects or development agreement.
<p><b><u>Phase 1: Facility For Youth &amp; Family Development Programs - \$300,000</u></b>  <i>Phase 1 of Cincinnati Urban Promise facility renovation, includes planning, engineering, and partial demolition.</i>            Type: Property Development</p>	WestCURC and Cincinnati Urban Promise	<p><b>City Deliverables</b>            Funding agreement in drafting process with Law Department.</p>	12/27/2024	None

Project Description	Partner	Agreement Status	Last Contact with Agency	Items needed from the Agency
<p><b><u>Warsaw Ave. Creative Campus Phase 2 - \$275,000</u></b>  <i>Acquisition of 3206, 3208, 3210, and 3214</i>            Type: Acquisition</p>	Price Hill Will	<p><b>City Deliverables</b>            Funding agreement in drafting process with Law Department.</p>	12/30/2024	Partner's new Lease Agreement with the current Owner who will occupy the property until they have completed construction on their new facility.
<p><b><u>Hollywood Theatre Stabilization and Redevelopment - \$291,500</u></b>  <i>Roof replacement, exterior tuckpointing, exterior paint, marquee demolition, storefront system replacement, second-floor window repairs.</i>            Type: Property Development</p>	College Hill CURC	<b>Executed</b>	12/30/2024	None
<p><b><u>Beechmont &amp; Mears Intersection Improvement - \$135,000</u></b>  <i>Intersection improvements at Beechmont and Mears (design, traffic signal installation, and pavement markings/ramps)..</i>            Type: ROW Improvements (Traffic / Pedestrian Safety)</p>	Mt. Washington CDC	<p><b>City Deliverables</b>            Developer informed DCED on 12/24/2024 that they sent the corrected survey to DOTE on 12/19/2024. DCED has requested an update from DOTE.</p>	12/24/2024	Dedication plat is needed prior to drafting the funding agreement/ID Service Agreement.
<p><b><u>End of the Line Park + Parking lot - \$300,000</u></b>  <i>Development of pocket park with public parking.</i>            Type: Pocket Park/Public Parking</p>	Price Hill Will	<p><b>City Deliverables</b>            RLS has been assigned to an attorney.</p>	12/12/2024	None
<p><b><u>Mt. Adams Gateway Signage—Continuation from 2023-2024 - \$100,382.50</u></b>  <i>Installation of new gateway signage.</i>            Type: ROW Improvements (Gateway/Signs/Streetscape)</p>	Mt. Adams Civic Association	<p><b>City Deliverables</b>            Project is scheduled for a Feb/March 2025 bid by DOTE, with installation targeted for August 2025.</p>	12/6/2024	None

## ATTACHMENT B

### Minor Project Category

Project Description	Partner	Agreement Status	Last Contact with Agency	Items needed from the Agency
<p><b><u>Main Street Facade and Signage Program - \$45,000</u></b>  <i>Engineering, fabrication, painting and installation of mounting poles or brackets, and fabrication. Shop owners will provide their logo, identity and/or design ideas to be fabricated.</i>                      Type: Façade Improvements</p>	Merchants of Main Street Over-the-Rhine	<b>Partner Deliverables</b> Sent execution version of funding agreement to Partner on 12/23/2024 for signature.	12/27/2024	Signed copy of funding agreement (EV)
<p><b><u>CUF NBD Beautification Project - \$34,281.50</u></b>  <i>Thirty-five flowerpots and ninety-five banners to Calhoun St. and McMillan St.</i>                      Type: ROW Improvements (Streetscape)</p>	Clifton Heights CURC	<b>Executed</b>	12/18/2024	None
<p><b><u>Sidewalk and Tree Well Repair - \$30,000</u></b>  <i>Remove street trees, tree grates and tree stumps and to remove and replace areas of sidewalk damaged by tree roots.</i>                      Type: ROW Improvements (Streetscape)</p>	Roselawn Business Alliance	<b>Executed</b>	12/26/2024	None
<p><b><u>Avondale Business Center - Parking Lot Expansion - \$50,000</u></b>  <i>Site preparation, design, permits, and associated expenses for a parking lot expansion.</i>                      Type: Public Parking</p>	Avondale Development Corporation	<b>Partner/City Deliverables</b> Administrative review of funding resources. Partner does not have sufficient funds to complete the project. DCED is looking for alternative options.	12/10/2024	None
<p><b><u>NBD Facade &amp; Outdoor Dining Area Improvement Program - \$50,000</u></b>  <i>Facade and outdoor dining area improvement program.</i>                      Type: Façade Improvements/Outdoor Dining</p>	Mt. Washington Community Development Corporation	<b>Partner Deliverables</b> Partner sent proposed SOW & budget on 12/20/24 after conducting an application process. DCED sent back questions on 12/23/24.	12/31/2024	Scheduling a meeting with DOTE and Partner to discuss streatory options based on the submitted SOW.

Project Description	Partner	Agreement Status	Last Contact with Agency	Items needed from the Agency
<p><b><u>College Hill Gateway Glow-Up - \$48,300</u></b>  <i>Mural installation; repairing concrete curbs and installing new landscaping.</i>            Type: Private (Streetscape Improvements)</p>	<p>College Hill CURC</p>	<p><b>City Deliverables</b>            Began City contract routing process on 12/30/2024.</p>	<p>12/30/2024</p>	<p>None</p>
<p><b><u>West End Wayfinding - \$50,000</u></b>  <i>Continuation of wayfinding signage project along Linn Street NBD (placemaking totems, benches, and additional flowerpots).</i>            Type: ROW Improvements (Gateway/Signage)</p>	<p>Seven Hills Neighborhood Houses</p>	<p><b>City Deliverables</b>            Placemaking totems scheduled to be installed by DOTE in June/July.</p>	<p>12/13/2024</p>	<p>None</p>
<p><b><u>Fable Café Community Pocket Park - \$50,000</u></b>  <i>Development of outdoor gathering space for neighborhood gatherings, community meetings, outdoor dining and events.</i>            Type: Private (Pocket Park)</p>	<p>Westwood Works</p>	<p><b>Partner Deliverables</b>            Property owner passed away on 12/19/2024. Funding agreement drafting paused.</p>	<p>12/20/2024</p>	<p>Awaiting determination of who is now party to LLC.</p>
<p><b><u>Historical Street Signs - \$42,418.50</u></b>  <i>Continuation of a street sign project from 2020 (CBR). Adding four historic street signs.</i>            Type: ROW Improvements (Gateway/Signage)</p>	<p>Sayler Park Business District</p>	<p><b>Executed</b></p>	<p>11/18/2024</p>	<p>None</p>



Approved FY 2025 Budget Leveraged Support

Leveraged Support Category and Recipients	Contract Status	Last Date of Contact Date Final Executable Contract Signed	Notes	Managing Department	Funding Amount
<b>Arts</b>					
Cincinnati Institute of Fine Arts (dba ArtsWave) - Accelerating Cincinnati's BIPOC Arts (Black and Brown Artists fund)	completed	12/17/2024	fully executed	CMO	75,000
Art Opportunities, Inc. (dba ArtWorks)	completed	10/8/2024	fully executed	HR	150,000
The Children's Theatre of Cincinnati, Inc. - MainStage Ticket Subsidy, including Sensory-Friendly Programming	completed	11/7/2024	fully executed	CMO	50,000
Q-Kidz	completed	1/29/2025	fully executed	CMO	50,000
<b>Total Arts</b>					<b>\$ 325,000</b>
<b>Economic Development and Neighborhood Support</b>					
Cincinnati Compass	completed	10/3/2024	fully executed	CMO	50,000
All-In Cincinnati Equity Coalition - Economic Mobility for Black Women	completed	10/2/2024	fully executed	CMO	50,000
CincyTech	completed	10/21/2024	fully executed	DCED	250,000
Cintrifuse	completed	1/21/2025	routed for signatures	DCED	225,000
Film Cincinnati (Greater Cincinnati & Northern Kentucky Film Commission)	completed	10/31/2024	fully executed	CMO	125,000
Invest in Neighborhoods	completed	10/10/2024	fully executed	DCED	75,000
REDI Cincinnati	completed	11/12/2024	fully executed	DCED	250,000
MORTAR Cincinnati - MORTAR HQ Program & Services Expansion	completed	11/13/2024	fully executed	DCED	90,000
<b>Total Economic Development and Neighborhood Support</b>					<b>\$ 1,115,000</b>
<b>Environment</b>					
Green Umbrella	completed	10/25/2024	fully executed	OES	100,000
Adopt-a-Spot (Keep Cincinnati Beautiful (KCB))	completed	9/16/2024	fully executed	DPS	60,000
Keep Cincinnati Beautiful (KCB)	completed	9/16/2024	fully executed	DPS	275,000
<b>Total Environment</b>					<b>\$ 435,000</b>
<b>Equity and Inclusion</b>					
African American Chamber of Commerce	completed		fully executed	DCED	350,000
Activities Beyond the Classroom - ABC Equitable Afterschool Opportunities	completed		fully executed	CMO	100,000
Camp Joy (Joy Outdoor Education Center) - Empowering Cincinnati Public School Students through the Student Leadership Program	routing for signature		fully executed	CMO	75,000
Santa Maria Community Services	completed	10/8/2024	fully executed	CMO	125,000
The Health Collaborative	completed	11/5/2024	fully executed	CHD	50,000
Cincinnati Youth Collaborative (CYC) - CYC Jobs for Cincinnati Graduates Program for Middle School Students and CYC Mentoring Program for Grades 2-12	completed	10/21/2024	fully executed	HR	100,000
LADD (Living Arrangements of the Developmentally Disabled) - Disability Pride Month (July 2025)	completed	11/1/2024	fully executed	CMO	25,000
<b>Total Equity and Inclusion</b>					<b>\$ 825,000</b>
<b>Homelessness and Eviction Prevention</b>					
Bethany House Services	completed	10/17/2024	fully executed	CMO	165,000
CCDC (Cincinnati Center City Development Corporation) - GeneroCity 513	completed	10/28/2024	fully executed	CMO	75,000
Lighthouse Youth & Family Services	completed	10/8/2024	fully executed	CMO	125,000
Shelterhouse Volunteer Group - Winter Shelter	completed	10/10/2024	fully executed	CMO	325,000
Cincinnati Public Schools - Project Connect	completed		fully executed	CMO	100,000
St. Vincent de Paul District Council of Cincinnati - Homelessness Prevention	completed	10/31/2024	fully executed	CMO	150,000
CincySmiles Foundation - CSF Oral Health Care for the Homeless Program[s]	completed	11/12/2024	fully executed	CHD	25,000
<b>Total Homelessness and Eviction Prevention</b>					<b>\$ 965,000</b>
<b>Human Services and Violence Prevention</b>					
Center for Addiction Treatment	completed	10/17/2024	fully executed	CMO	100,000
The Center for Closing the Health Gap	completed		fully executed	CMO	750,000
Immigrant and Refugee Law Center	completed	10/4/2024	fully executed	CMO	50,000
Last Mile Food Rescue	completed	11/6/2024	fully executed	OES	50,000
Produce Perks Midwest, Inc.	completed	11/12/2024	fully executed	OES	75,000
La Soupe Inc. - Rescue, Transform, and Share (RTS)	completed	11/6/2024	fully executed	OES	50,000
Urban League of Greater Southwestern Ohio - Urban Champions	completed	11/7/2024	fully executed	HR	100,000
<b>Total Human Services and Violence Prevention</b>					<b>\$ 1,175,000</b>
<b>Workforce Programming and Poverty Reduction</b>					
Big Brothers Big Sisters - Beyond School Walls	completed	11/7/2024	fully executed	CMO	50,000
Cincinnati Works	completed	10/1/2024	routed for signatures	DCED	225,000
Groundwork Ohio River Valley	completed	11/7/2024	fully executed	HR	100,000

The Literacy Lab - Leading Men Fellowship in Cincinnati	completed	11/6/2024	fully executed	CMO	100,000
YWCA of Greater Cincinnati - Workforce Development Program	completed	10/10/2024	fully executed	HR	50,000
<b>Total Workforce Programming and Poverty Reduction</b>					<b>\$ 525,000</b>
<b>Grand Total</b>					<b>\$ 5,365,000</b>

STATUS OPTIONS:  
completed; waiting on city;  
waiting on partner; not yet  
provided

11



























A wide-angle photograph of the Cincinnati skyline across the Ohio River. The sky is clear blue, and the water reflects the buildings and the bridge. The text is overlaid on the top half of the image.

# The City of Cincinnati Budget and Finance Committee

**Thank YOU**





# Human Services Chamber of Hamilton County

**Mike Moroski - HSC Executive Director**

# Priorities

Housing ~ Older Adults ~ Disability ~ New Americans ~  
Mental Health ~ Education ~ Workforce ~ Local  
Government ~ Policy

In this



Together

- Every day, nonprofits in our community provide support that ***complements*** government's efforts to help Cincinnati's families thrive
- Nonprofits extend government reach by serving under-resourced residents efficiently.

# Currently. . .

Immigration confusion

Housing discrimination confusion

Lack of understanding of law (Boards, etc.)

No posting of anticipated or typical grant opportunities

HHS layoffs, buyouts

DOGE takeover of Grants.gov (typically managed by HHS)

Federal grant reimbursement and loss of dollars

Lack of knowledge of the fate of CDBG, TANF, etc.

Difficult to budget accurately, forecast, etc.

# Our Sector Provides:

ESSENTIAL SUPPORT

ECONOMIC FUEL

ENGAGEMENT & TRUST

EMPOWERMENT FOR SYSTEMS

Nonprofits Deliver  
**ESSENTIAL**  
**SUPPORT** – While  
Reducing Strain on  
Taxpayer Funded  
Services

Often, we are the first responders when crises hit, and we reach people and places city resources can't always cover

1. Covid-19 and distributing PPEs, etc.
2. Community Organizations Active in Disaster (COAD – of which HSC Executive Director Mike Moroski serves as Chair)

Nonprofits Deliver  
**ESSENTIAL**  
**SUPPORT** – While  
Reducing Strain on  
Taxpayer Funded  
Services

We help the city meet pressing needs efficiently and reach under-resourced populations that may be more difficult to serve directly.

Our strong nonprofit network attracts state and federal dollars that reduce strain on city services and promotes sustainable, long-term growth.

Nonprofits Deliver  
**ESSENTIAL**  
**SUPPORT** – While  
Reducing Strain on  
Taxpayer Funded  
Services

Community-based nonprofits located in neighborhoods are often the first door our neighbors walk through when they need support.

They can reach people quickly and adapt programs quickly.



Nonprofits serve  
as **ECONOMIC**  
**FUEL** for  
businesses and  
private economic  
development

[Our economic impact from just 312 agencies who are members of the Human Services Chamber of Hamilton County, Leadership Council for Nonprofits, and OneSource Center for Nonprofit Excellence.](#)

Many thanks to Brad Evans (Co-Executive Director and Director of Research) and entire team at the **Alpaugh Family Economics Center at the University of Cincinnati** for producing our report.

And thank you to the **Greater Cincinnati Foundation** and **Interact for Health** for providing the funding necessary to fund this important study.

# Overview

Health Care &  
Social Assistance



157 Nonprofits

Other  
Services



91 Nonprofits

Educational  
Services



24 Nonprofits

# Overview

Arts, Entertainment,  
& Recreation



20 Nonprofits

Professional, Scientific,  
& Technical Services



10 Nonprofits

Other



10 Nonprofits

# Economic and Fiscal Impact

Earnings Tax  
Revenue  
\$54,950,810



States: \$34,265,864  
Counties: \$1,825,414  
Municipalities: \$18,859,532

Sales Tax  
Revenue  
\$32,128,963



States: \$27,939,947  
Counties: \$4,189,016  
Municipalities: N/A

Total Tax  
Revenue  
\$87,079,773



States: \$62,205,811  
Counties: \$6,014,430  
Municipalities: \$18,859,532

# Economic and Fiscal Impact

Total Economic Output  
\$2,884,767,845



Direct  
\$1,431,937,889

Indirect  
\$1,452,829,956

Earnings Tax  
Revenue  
\$54,950,810

Total Jobs  
41,023

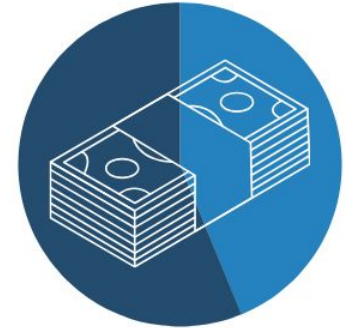


Direct  
24,003

Indirect  
17,020

Sales Tax  
Revenue  
\$32,128,963

Total Wages  
\$1,337,442,211



Direct  
\$751,419,033

Indirect  
\$586,023,178

Total Tax  
Revenue  
\$87,079,773

Nonprofits serve  
as **ECONOMIC  
FUEL** for  
businesses and  
private economic  
development

Nonprofits **are employers** themselves, **powering the local economic engine**. Not only do our members create local jobs through meetings, conventions, contracting, and community events, but our organizations also generate millions in economic activity right here in our city.

By investing directly in our neighborhoods, our members are making neighborhoods safer and more enjoyable, attracting the talent small businesses and global corporations depend on for **sustainable growth and prosperity**.

Nonprofits  
Strengthen Civic  
**ENGAGEMENT**  
and **TRUST**

- Nonprofits foster civic participation, bring residents together, and elevate community voices.
- Our work builds trust between the public and local government; creating more engaged & connected neighborhoods that are ready to collaborate on city priorities.
- Nonprofits create spaces for connection, foster civic engagement, and elevate the voices of the people we serve.

Nonprofits  
**EMPOWER**  
**SYSTEMS** to  
benefit  
populations they  
have historically  
worked against

Nonprofit agencies help to address systemic issues in an upstream manner.

Our partnership with the City, County, Public School Districts, and others is evidence of this.

We believe it is more important than ever to re-imagine how we work together on systemic issues as we need all available dollars for basic services since ours are being threatened.



# Human Services Fund

Thank you for the 1.5% and all the support

Thank you for coming to our committees for feedback

Thank you to Deanna White for communicating so well

Leveraged Support move to the Human Services Advisory Committee (HSAC) helps with transparency

We are hopeful that the money will follow the workforce, violence prevention, and homelessness priority areas

Questions?